

**UNIVERSAL CONTRACT**  
**for Comprehensive Banking Service for Legal Entities and**  
**Individual Entrepreneurs**  
**in JSC "ANOR BANK"**

## 1. GENERAL PROVISIONS

**1.1.** Universal Contract for Comprehensive Banking Service for Legal Entities and Individual Entrepreneurs in JSC "ANOR BANK" determines the procedure of remote comprehensive banking service for legal entities and individual entrepreneurs in JSC "ANOR BANK" (hereinafter referred to as the 'Bank') according to the current Law of the Republic of Uzbekistan, the Universal Contract and its Appendices.

**1.2.** The Client can join the Universal Contract according to Articles 360, 367, 369, and 370 of the Civil Code of the Republic of Uzbekistan by signing the Application for joining the Universal Contract and opening the account(s) (Appendix No. 1 to this Universal Contract) and attaching documents provided for by the current Law, i.e. documents required to identify the Client according to the requirements of the Bank and current Law, open Current Account and provide access to all banking services rendered by the Bank under the Universal Contract.

**1.3.** The Bank shall decide on services rendered to the Client based on information provided by the Client to the Bank, unless otherwise provided by Law. Therewith, the Bank shall be entitled to request additional information from the Client.

**1.4.** To conclude individual Contracts/ Agreements under the Universal Contract already concluded, the Client shall submit a Request to the Bank executed, in particular, through the Remote Service channels using Authentication Data, Access Codes, and/or an EDS in the manner determined by this Universal Contract.

**1.5.** The introduction (communication to the Bank) of the Authentication Data, Access Codes when filling out the Request by the Client and/or submission of a Request signed by EDS to the Bank with its acceptance means the conclusion of Contract between the Bank and the Client under the conditions set forth in the Request and relevant General Conditions.

**1.6.** Clients can read the current version of the Universal Contract and the Bank's Tariffs on the official website at [www.anorbank.uz](http://www.anorbank.uz).

## 2. TERMS AND DEFINITIONS

**Subscriber Device** is a personal computer, smartphone, telephone, or other device used for information and financial interaction with the Bank through the Remote Service channels.

**Subscriber Number** is a sequence of numerals assigned to a subscriber of the telephone network (telephone number).

**Authentication Data** are Access Codes, unique login, password of the Client, as well as other data used to access and execute transactions, including using the Card via the Online-Banking, Mobile Banking and/or other service channels on the Internet, as well as cellular communication channels. Authentication Data are analogous to the handwritten signature of the authorized persons of the Client.

**Bank** is Joint Stock Company "ANOR BANK", address: 100170, bld. 4, Sayram street 5th driveway, Tashkent; License of the Central Bank of the Republic of Uzbekistan No. 87 dated August 22, 2020.

**ATM** is a software and hardware complex designed for automated (without involving an authorized person of the Bank or a Partner) withdrawal and replenishment of cash under the Contract, including using the Card or a unique QR code generated by using the Mobile Banking, as well as other transactions under the Contract provided that the Bank has the technological ability.

**Deposit** is the amount of funds in national or foreign currencies deposited by the Client with the Bank under the terms of its return with or without interest or surcharges within the period agreed between the Bank and the Client according to Deposit Agreement.

**Remote Service** is the generation and execution of orders for transactions and/or processing of the Client's requests using the Authentication Data and/or providing information on contracts concluded between the Client and the Bank, the Bank's contact center by phone and/or the Bank's website on the Internet and/or the Online-Banking and/ or Mobile Banking and/or other Internet service channels (including e-mail) and/or cellular communication channels, including SMS messages.

**Comprehensive Service Contract** is the contract for comprehensive banking service for legal entities and individual entrepreneurs concluded between the Bank and the Client, which includes, as integral parts, this Universal Contract, Tariffs and the Application for accession to the Universal Contract, and opening the account (s) by the Bank for the Client collectively forming the Comprehensive Service Contract concluded between the Client and the Bank.

**Contract**, unless otherwise specified, is one of the following types of contracts:

- **Settlement Service Contract** is a contract concluded between the Bank and the Client to open, maintain, and close Current Account and/or (if applicable) a separate type of bank account provided for by the General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as Issuance and Service of Corporate Cards, including, as integral parts, Request, Tariffs, and General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as to issue and services Corporate Cards.

- **Deposit Agreement** is a contract concluded between the Bank and the Client to open, maintain, and close bank deposits, which includes the relevant Request, Tariffs, and General Conditions for Opening, Servicing, and Closing Bank Deposits.

- **Payroll Agreement** is a contract concluded between the Bank and the Client on the transfer of funds to be credited to the Employee's Card Account, which includes the Request, Tariffs, and the General Conditions for the Transfer of Funds to the Client's Employees as an integral part.

- **Loan Agreement** is a loan contract concluded between the Bank and the Client, which includes, as integral parts, the relevant Requests, Tariffs, and General Conditions of Lending and Credit to Legal Entities and Individual Entrepreneurs.

- **EFT Data Receipt and Processing Agreement (via POS or e-POS terminal)** is a contract concluded between the Bank and the Client on the provision of (POS or e-POS terminal), which includes, as integral parts, the relevant Requests, Tariffs and General Conditions for Service and Acceptance of Payments in national currency via a POS terminal or General Conditions for Service and Acceptance of Payments (Internet Acquiring) in national currency via an e-POS terminal.

**Commission Fee (Commission)** is a service fee charged by the Bank from the Current Account or, in case of insufficient funds in the Current Account, the one issued as a claim of the Bank to the Client. The Commission Fees stipulated by the Settlement Service Contract are charged from the date of the first withdrawal of funds from the Current Account.

**Debt** is all funds payable by the Client to the Bank under the Contract, including the amount of Loan, accrued interest for Loan use, commission fees, payments, including ones for additional services, as well as fines according to the applicable Tariffs.

**Request** is a proposal (offer) of the Client addressed to the Bank containing the Client's intention to conclude a Contract with the Bank and including all the essential conditions of the relevant Contract.

**Application for Joining the Universal Contract** is a written proposal (offer) of the Client addressed to the Bank containing the Client's intention to conclude a Comprehensive Service Contract with the Bank, as well as a Request for a separate Contract (Contracts) under relevant General Conditions, and data required to identify the Client according to the requirements the Bank and the Law of the Republic of Uzbekistan.



**Online Banking** is a service of the Bank that provides interaction between the Bank and the Client, including the exchange of information and certain transactions via the Internet.

**Mobile Banking** is a service of the Bank providing interaction between the Bank and the Client, including the exchange of information and individual transactions via special applications of a mobile device (smartphone, tablet, laptop, etc.).

**Client** is a legal entity or individual entrepreneur incorporated or registered according to the Law of the Republic of Uzbekistan, which entered into a Comprehensive Service Contract and a Settlement Service Contract in the appropriate manner according to the relevant General Conditions.

**Access Codes** are PIN-code, numeric and /or alphabetic and /or graphic codes that provide identification of the Client when it contacts the Bank via the Remote Service channels. Authentication Data are analogous to the handwritten signature of the authorized persons of the Client.

**Compromising** is a loss of Authentication Data or EDS, suspicion of loss of Authentication Data or EDS, or rise of suspicions of third parties' access to Authentication Data or EDS.

**Corporate Card (Card)** is a bank card issued under the Settlement Service Contract which allows its holder to dispose of funds within the balance on the Current Account and / or the Loan provided by the Bank in the event of a shortage or absence of funds on the Current Account, unless otherwise provided by the Law of the Republic of Uzbekistan, Contract, Payment Systems Rules and / or internal documents of the Bank.

**General Conditions** are the General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as the procedure for issuance and service of corporate cards, General Conditions for the Transfer of Funds to the Employees of Legal Entities and Individual Entrepreneurs, General Conditions for Opening, Servicing, and Closing Bank Deposits, General Conditions for Service and Acceptance of Payments (Internet Acquiring) in national currency via an e-POS terminal, General Conditions for Service and Acceptance of Payments in national currency via a POS terminal, which are appendices to the Universal Contract.

**Transaction Day (transaction time)** is the part of the business day established by the Bank, during which the Bank accepts and executes the Orders of the Clients. Information about the transaction time is available on the Bank's website on the Internet.

**PIN-code** is a digital personal identification number assigned to each Card by the Bank or assigned by the Client independently via the Remote Service channels, and used to identify the Client when executing transactions using the Card at ATMs, terminals, etc. The Bank and /or the Payment System determine the procedure of PIN-code assignment.

**Payment system (PS)** is a Unified Republican Processing Center (UPC, "EOPTs") and /or National Interbank Processing Center (HUMOCARD) and /or Visa International and /or other payment systems.

**Order** is an instruction of the Client to execute transactions under the Settlement Service Contract.

**Current Account (Account)** is a bank (current) account of the Client, a list of transactions, as well as the procedure and forms of settlements, which are determined by the current Law of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, internal documents of the Bank and the Comprehensive Service Contract.



**Message** is the information transmitted under the Contract by means of message services using the identifier provided to the Bank by the Client, the Bank's mobile applications or through other capabilities of the Subscriber Device, including push notifications.

**Deposit Account** is an account that keeps funds in national or foreign currency placed by the Client according to the conditions of the Deposit Agreement.

**Tariff Plan** is a document approved by the authorized body of the Bank containing information on the amount and rules of application, calculation, collection, and accrual of interest, commissions, fees, and fines, which is an integral part of the relevant Contract.

**Tariffs** are a set of Tariff plans, which is an integral part of the Comprehensive Service Contract.

**Electronic Digital Signature (EDS)** is the electronic information, which is linked to other electronic information (signed information) or otherwise associated with such information used to identify the person, who signs the information (document).

### 3. SUBJECT OF THE CONTRACT

**3.1** The Bank provides the Client with the opportunity to conclude separate Contracts according to the General Conditions under the Comprehensive Service Contract.

**3.2** If any provision of the Universal Contract conflicts with the provisions set out in the relevant General Conditions, then the provisions set out in the General Conditions shall apply.

**3.3** The Client joins the condition of the Universal Contract only as a whole. The following Appendices are an integral part of these Conditions, including, but not limited to:

Appendix No. 1 'Application for Joining the Universal Contract and Opening of Account (s)'.

Appendix No. 2 'General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as Issuance and Service of Corporate Cards'.

Appendix No. 3 'General Conditions for the Transfer of Funds to the Employees of Legal Entities and Individual Entrepreneurs'.

Appendix No. 4 'General Conditions for Opening, Servicing, and Closing Bank Deposits'.

Appendix No. 5 'General Conditions for Service and Acceptance of Payments (Internet Acquiring) in national currency via an e-POS terminal'.

Appendix No. 6 'General Conditions for Service and Acceptance of Payments in national currency via a POS terminal'.

**3.4** Comprehensive Service Contract is published on the Bank's official website. The moment of publication of information and/or receipt of services is considered as the moment of Client's familiarization with the Comprehensive Service Contract, including amendments/ additions made to the text of the Comprehensive Service Contract. The Bank publishes the text of the Universal Contract and Tariffs (Tariff Plans) on the Bank's website at [www.anorbank.uz](http://www.anorbank.uz) for Clients' familiarization, while the Bank can also post Tariffs (Tariff Plans) in the Clients' personal accounts in the Online Banking/ Mobile Banking. Additionally, the Bank may inform the Client in other ways that allow the Clients to obtain information and establish that it comes from the Bank. The date of publication of this information is the date of its first publication on the Bank's website at [www.anorbank.uz](http://www.anorbank.uz).

**3.5** The Comprehensive Service Contract is concluded by the Bank's acceptance of the offer contained in the Request as part of the Application for Joining the Universal Contract. The acceptance of the offer is the opening of a Current Account for the Client, unless otherwise provided by the Comprehensive Service Contract. If the Application for Joining the Universal Contract includes the Requests to conclude several Contracts, the moment of conclusion of the Comprehensive Service Contract will be the first acceptance of the relevant Request by the Bank.

**3.6** By signing the Application for Joining and the Request(s), the Client confirms its consent with and awareness of the content of the Universal Contract, Tariffs, as well as rules, procedure, cost of service, and fully and unconditionally accepts the terms of their provision, as

well as confirms the fact that the Comprehensive Service Contract does not contain conditions<sup>n</sup> onerous for the Client. Besides, by signing the Application for Joining the Universal Contract and the Request(s), the Client confirms that it received all the necessary consents, permits, and/or approvals from the state authorities and management bodies of the legal entity required according to the current Law and/or constituent documents of the Client, as well as confirms that it has

consequences provided for the specified document. The Electronic Digital Signature of the Client's authorized person in the document means that the document was sent and signed by the Client's authorized person, and the information contained in such a document is recognized as genuine, reliable and equivalent to a paper document signed by the handwritten signature of the Client's authorized person.

**3.15** The exchange of documents via the Remote Service channels under the Comprehensive Service Contract is a legally significant document circulation. The Bank and the Client (hereinafter jointly referred to as the Parties) shall recognize such documents as drawn up in writing. Messages sent by any of the methods under the Contract are recognized as messages containing the will of the sending Party to establish, change or terminate the legal relationship of the Parties under the Universal Contract. The Parties recognize the receipt of such a message as a legal fact. The Client's messages shall be signed by the Electronic Digital Signature of the Client's authorized person in cases where the signing of such messages is a requirement of the current Law of the Republic of Uzbekistan, the Bank's internal documents, as well as the Comprehensive Service Contract. The Parties agreed that the electronic documents of the Parties under the Comprehensive Service Contract are recognized as electronic documents signed by the Parties and are equivalent to paper documents signed by the handwritten signature of the Client's authorized person. An electronic document sent by the Client to the Bank from the electronic contact data provided by the Client is considered as one sent from the Client's authorized persons and is equivalent to paper documents signed by the handwritten signature of the Client's authorized person.

**3.16** Each Contract with the Tariffs included as an integral part is subject to the Tariff Plan, which is chosen by the Client independently and transmitted to the Client via the Remote Service channels.

**3.17** In order to execute the Client's and the Bank's orders, for which the Client provided the acceptance according to clause 3.18 hereof, the Bank draws up the settlement (payment) documents, and the Client grants the Bank the appropriate authority. A previously provided acceptance is revoked upon a written application from the Client sent via the Remote Service channels.

**3.18** The Client hereby provides the Bank with an acceptance of all the Bank's claims in the amount of such claims, including the acceptance for debiting funds from the Current Account, Deposit Account in the amount of claims submitted by the Bank (prior acceptance), including:

commission fees for services (commission fee and/ or other expenses of the Bank in view of services rendering to the Client) in amount set by the Comprehensive Service Contract as of the date of service;

forfeit stipulated by the Comprehensive Service Contract;

the amount of the Client's overdue debt to the Bank under the Comprehensive Service Contract or other Contracts concluded and/ or newly concluded between the Bank and the Client in the amount, in the manner and under conditions stipulated by such contracts from any Client's accounts opened with the Bank, in particular, if the specified contracts do not provide for the opportunity to pay the corresponding amounts based on the Client's acceptance according to this clause;

amounts erroneously credited, overpaid interest, as well as other funds to be paid / returned by the Client to the Bank.

**3.19** If the Bank's actions to change the details or cancel the payment involve additional costs that are not directly indicated in the Tariffs, the Client shall reimburse the Bank for such costs. The Client hereby instructs the Bank to write off the amount of these costs from the Client's accounts in the manner of a prior acceptance.

**3.20** If there is an error of the Bank, the Bank will take all actions on requests, change of details, cancel the payment, and its repeating at its own expenses.

**3.21** Funds returned on the Client's executed payments due to erroneous payment details or upon request to cancel the payment are credited to the Current Account in the amount received by the Bank.



#### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

**4.1.** In addition to the rights and obligations provided for in Section 4 hereof, the Bank and the Client have the rights and obligations established by the relevant General Conditions.

**4.2. The Bank shall:**

4.2.1. Protect the confidentiality with respect to any information related to the Client. The Bank shall be entitled to disclose any such information according to decisions, orders, decrees, prescriptions, resolutions, or other documents issued by the state authorities of the Republic of Uzbekistan in the manner prescribed by the Law of the Republic of Uzbekistan.

**4.3. The Client shall:**

4.3.1. Provide the Bank, including upon the request of the Bank, with the reliable information and documents necessary for the Bank to perform the functions provided for by the current Law of the Republic of Uzbekistan, including documents and information on transactions with funds, documents confirming the validity of transferred funds receiving, as well as documents and information regarding the Client, beneficiaries and/or persons who directly or indirectly control them required to identify tax residents of foreign states (areas).

4.3.2. Immediately notify the Bank that the information about the Client, the Client's Representative, the Beneficiary, the Beneficial Owner reflected by the Bank in the Client's Online Banking/ Mobile Banking is not true, as well as notify the Bank in writing within .....3 (three) business days on all changes related to the information provided by the Client to conclude Comprehensive Service Contract and for the purpose of identification, and at least once a year (1 time) confirm the validity of the data provided to conclude Comprehensive Service Contract and for the purpose of identification. The Client's failure to notify on the check of the validity of information reflected in the Online Banking/ Mobile Banking, as well as failure to notify after a year from the date of conclusion of the Comprehensive Service Contract and each subsequent year means the Client's confirmation of the validity and relevance of information available to the Bank.

4.3.3. Provide the Bank with reliable information for communication with the Client (authorized persons), and in case of changes, immediately provide updated information. The obligation of the Bank to send the Client notifications provided for by the Law of the Republic of Uzbekistan and the Comprehensive Service Contract shall be considered fulfilled when sending notifications according to information available to the Bank for communication with the Client.

4.3.4. Independently get acquainted with the information on the fulfillment of the Comprehensive Service Contract. Information posted by the Bank in the public domain in the form of electronic documents is considered as duly communicated to the Client from the date of publication by the Bank on the official website and/ or from the date of submission of electronic documents to the Client via Remote service channels.

4.3.5. Comply with the Law of the Republic of Uzbekistan on Personal Data with respect to persons whose personal data are provided by the Client to the Bank under the Comprehensive Service Contract. By specifying information on individuals in the Application for Joining the Universal Contract and in other documents, the Client instructs the Bank to process the personal data of these persons provided by it in order to fulfill the Comprehensive Service Contract, as well as to provide the Client and / or the specified individuals with other products /services of the Bank. Therewith, the Client shall be liable for the consequences, including pecuniary ones, for breaching the requirement to obtain such consent for the processing of personal data of the individuals specified by the Client and the Bank (including transfer to the Bank), as well as that the information was communicated to the specified individuals according to the Law of the Republic of Uzbekistan on Personal Data.

4.3.6. The revocation of consent to process, use, and store personal data of individuals, which are required to achieve the goals specified herein is a basis for the unilateral termination of the Comprehensive Service Contract (Contract (s)) by the Bank from the date of revocation of the consents specified in this clause to the extent that makes it difficult or impossible for the Parties to fulfill the Comprehensive Service Contract (Contract (s)) in whole or in part. In case of termination of the Comprehensive Service Contract (Contract) on the grounds set forth in this clause, the Client's accounts opened with the Bank shall be closed from the date of termination of the Comprehensive Service Contract (Contract). The Parties agreed that no additional agreement of the Parties is required upon termination of the Comprehensive Service Contract (Contract) on the grounds set forth in this clause.

4.3.7. Provide a new version of documents or updated information provided by the Client to the Bank under the Comprehensive Service Contract considering the changes made within 3 (three) business days from the date of making and/ or state registration of such changes (if the changes are subject to registration), including information on persons entitled to manage the Client's account.

4.3.8. Repay the debt to the Bank (if any) considering the forfeit, if it was accrued according to the Comprehensive Service Contract or the Contract.

4.3.9. Immediately inform the Bank of unavailability of access to the Online Banking/ Mobile Banking and/ or another Remote Service channel, including, but not limited to, cases of theft, loss of the Card, and/ or Subscriber Device, as well as Compromising. In case of failure to notify the Bank of such circumstances, the Bank shall not be liable to the Client for direct or indirect damage caused to the Client by illegal / fraudulent actions of third parties.

4.3.10. Ensure secure storage of Authentication Data, the confidentiality of Electronic Digital Signatures, in particular, prevent their use by third parties, take measures preventing access to Authentication Data, EDS. Immediately notify the Bank on the breach of confidentiality. Prior to receiving notification from the Client on the breach of confidentiality, the Bank shall not be liable to the Client for illegal/ fraudulent actions of third parties, direct and/ or indirect damage caused to the Client by such actions, including, but not limited to, for orders executed by the Bank on the Client's account (s) sent to the Bank by unauthorized persons who unlawfully obtained access to Authentication Data, Electronic Digital Signatures, and accepted by the Bank for execution.

4.3.11. Prior to acceptance for service or the transaction, independently inform on the beneficiary, i.e. on the person for whose benefit the Client acts, including based on an agency agreement, contract of delegation, commission, and trust management, when carrying out transactions with funds and other property in the amount and in the manner prescribed by Law and the Bank. Failure to provide the Bank with information on the beneficiaries is a Client's notification on the absence of such.

4.3.12. Inform on the beneficial owner, i.e. the person who ultimately owns the ownership rights or actually controls the Client, and in whose interests the transaction is performed with funds or other property.

4.3.13. Within 3 (three) business days, inform the Bank in writing on all changes related to the information provided by the Client on the beneficiaries and beneficial owners, as well as at least once (1 time) a year, confirm the validity of the data provided. The Client's failure to send written notification after a year from the date of submission of information on beneficiaries and beneficial owners and each subsequent year means confirmation by the Client of the validity and relevance of the data previously provided to the Bank.

4.3.14. The Client shall inform the Bank about the availability of the US taxpayer status when opening the first Current Account, as well as shall inform on the availability and change of the US taxpayer status within 15 (fifteen) calendar days from the date of the status change.

4.3.15. Upon the Bank's request, compensate for losses caused to the Bank by non-fulfillment / breaching by the Client of the conditions, rules and requirements established by the Comprehensive Service Contract and /or the Law of the Republic of Uzbekistan.

4.3.16. The Client / the Client's authorized persons who create and (or) use Authentication Data and EDS keys shall keep such data and keys confidential.

4.3.17. Immediately inform the Bank on the changes in documents and information and/ or circumstances affecting the tax resident status of the Client, beneficiaries, and/ or persons directly or indirectly controlling them, and provide the Bank with up-to-date documents and information within 15 (fifteen) calendar days.

#### **4.4. The Bank shall be entitled to:**

4.4.1. Require the Client, the Client's representative to submit and receive from the Client, the Client's representative the documents and information provided for by the Law of the Republic of Uzbekistan, the Comprehensive Service Contract when identifying the Client, the Client's representative, beneficiary, beneficial owner and updating information about them.

4.4.2. Check the documents and information provided by the Client to conclude and execute the Comprehensive Service Contract, including when involving third parties. The Client hereby



agrees to receive data regarding it from third parties, including tax authorities, statistics authorities, credit bureaus, etc.

4.4.3. Engage third parties to fulfill the obligations established by the Comprehensive Service Contract.

4.4.4. When concluding the Contracts, as well as at any other request of the Client to the Bank, observe, photograph, take audio and video, including record of telephone conversations, both with and without notifying the Client (his representatives) of such record. The Client agrees that the Bank is entitled to keep such records for 5 (five) years from the date of termination of relations with the Client, as well as to use them in any investigations related to the Comprehensive Service Contract and/ or the Contract.

4.4.5. Request documents and information from the Client in cases stipulated by the Law of the Republic of Uzbekistan and the Comprehensive Service Contract (separate Contracts according to the General Conditions), including documents and information on the Client's tax residency, beneficial owners and persons directly or indirectly controlling them, on transactions with funds, purposes of establishing and the intended nature of business relations with the Bank, purposes of financial and economic activities, financial situation, business reputation, the sources of origin of funds and/ or other property of the Client and/ or documents confirming the validity of receiving the transferred funds.

4.4.6. Retain the right to refuse any person to consider the Application for Joining the Universal Contract/ Request on the grounds provided for by the Law of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, as well as according to the Comprehensive Service Contract and/ or internal documents of the Bank.

4.4.7. Terminate the Comprehensive Service Contract (Contract) with the Client according to this Universal Contract and the internal documents of the Bank and in cases stipulated by the Law of the Republic of Uzbekistan.

4.4.8. Refuse to execute the Client's order to perform transaction, for which no documents submitted, including with the purpose of identification, as well as according to internal documents of the Bank and in cases stipulated by the Law of the Republic of Uzbekistan.

4.4.9. Cancel erroneous transactions without notifying the Client.

4.4.10. When canceling erroneous operations, not to accrue interest (if there is such a condition in the Tariffs) for the period from the date of erroneous transaction processing until its cancellation.

4.4.11. Block the Corporate Card and/ or restrict the use of Remote Service channels if the Client fails to provide the Bank with documents and information requested by the Bank in order to comply with the Law of the Republic of Uzbekistan, including for identification purposes.

4.4.12. The Bank is entitled to use trademarks/ service marks, company name, and other designations of the Client by distribution/ posting information that the Client is a client of the Bank on the Internet Global Network and in any other legal way, including in presentations, on brochures, booklets, leaflets.

4.4.13. In order to counter the legalization of proceeds from criminal acts, financing of terrorism, and proliferation of weapons of mass destruction, require the Client to submit information and documents that provide identification of the Client and confirm the legality of transactions on the account.

Unilaterally refuse to fulfill its obligations under the Contract in whole or in part on the day of the Bank's detection of the following:

- reasonable suspicions of the use of the Corporate Card, Account, other transactions to legalize proceeds from criminal acts, finance terrorism, and proliferation weapons of mass destruction;

- repeated suspicious (dubious) transactions or reasonable suspicions of using the Card for transactions in order to legalize proceeds from criminal acts, finance terrorism, and proliferation weapons of mass destruction.

4.4.14. Unilaterally, not to execute the order of the Client in case of revealing error made by the Client and/ or a third party when specifying payment details or if the Client breaches the requirements for registration of settlement documents established by the regulations of the Central Bank of the Republic of Uzbekistan.

4.4.15. Unilaterally refuse to conclude the Contract according to the requirements of the Law if there are suspicions that the purpose of the Contract conclusion is the transactions to legalize proceeds from criminal acts, finance terrorism, and proliferation weapons of mass destruction.

4.4.16. Unilaterally refuse to execute the Client's Orders on the execution of the transactions (except for transactions to credit funds received to the account of an individual) according to the Law, if the Bank suspects that the transaction provides legalization (laundering) of proceeds from criminal acts, financing of terrorism and proliferation of weapons of mass destruction.

4.4.17. Unilaterally suspend the relevant transactions of the Client (except for transactions to credit funds received to the account) or block (freeze) funds on the account (s) of the Client in cases and in the manner prescribed by the Law, including with respect to countering the legalization of proceeds from criminal acts, financing of terrorism and proliferation of weapons of mass destruction.

4.4.18. Unilaterally block the access to certain transactions (refuse to execute the Orders) on the next day after the expiration of licenses/ certificates and other approvals, in the case when the Client is required to have these approvals to execute the relevant transactions until the submission of a new approval document by the Client to replace the expired one.

4.4.19. Unilaterally, in order to reduce the risk of suspicious and/ or dubious transactions via the Remote Service channels:

- suspend or refuse to provide services to the Client via the Remote Service channels until the Client explains in writing the legality of the transactions executed if there were identified the suspicious transactions of the Client using the Remote Service services;

- study the Client at its address, including to review the execution of transaction directly by the Client, if there are doubts about suspicious transactions using the Remote Service channels;

- suspend the services via the Remote Service channels, which were used to execute suspicious transactions for three days or another period established by Law;

- refuse in whole or in part to execute the Universal Contract if there are reasonable suspicions of using the Remote Service channels to legalize proceeds from criminal acts, finance terrorism, and finance proliferation of weapons of mass destruction.

4.4.20. Unilaterally refuse to execute the Comprehensive Service Contract in whole or in part, and within the period provided by the Law and the Universal Contract:

- if there are reasonable suspicions of using the Remote Service channels to legalize proceeds from criminal acts, finance terrorism, and finance proliferation of weapons of mass destruction;

- if the Client, i.e. a US tax resident, did not provide the information necessary to identify it as a foreign taxpayer, and/ or did not provide consent (refused to provide consent) for the transfer of information to the IRS (Internal Revenue Service - US tax authorities).

#### **4.5. The Client shall be entitled to:**

4.5.1. Based on the Comprehensive Service Contract, to which the Client has joined, open subsequent accounts and/ or leave a Request for other Bank products by sending a corresponding Request using the Online Banking/ Mobile Banking and /or another Remote Service channel.

4.5.2. Change the Authentication Data by contacting the Bank.

4.5.3. Select the terms of comprehensive banking services within the established Tariff Plans by enabling /disabling additional services (if the Bank has such a service), or refuse services connected within the Tariff Plan.

**4.6. When fulfilling their obligations under the Comprehensive Service Contract, the Parties, their employees do not perform actions qualified by applicable law as corrupt, including giving, taking bribe, mediation in bribery, abuse of official position or duties, commercial bribery, do not pay, propose to pay or permit to pay any funds or transfer of values, whether directly or indirectly, in any form, including in the form of presents, rights, services, property to any person to influence the actions or decisions of these persons in order to obtain any illegal advantages and benefits for themselves or third parties or other illegal purposes.**

## **5. THE PROCEDURE OF REMOTE SERVICE**

### **5.1. The Remote Services include:**

- 5.1.1. The Bank's call center that provides service by phone;
- 5.1.2. Online Banking, Mobile Banking and other online service channels, including applications on the Partners' websites and messaging services;
- 5.1.3. Informing, Notification on the transactions.

**5.2.** As part of the Remote Service, the Bank provides the Client with information under the Comprehensive Service Contract by sending it to the Client's contact details specified in the Application for Joining the Universal Contract/ Request and/ or subsequently provided by the Client to the Bank in the manner prescribed by the Comprehensive Service Contract.

**5.3.** To execute transactions via the Remote Service channels, the Client, including the Bank's partners use Authentication Data and/ or EDS, which are analogous to a handwritten signature. Actions performed by the Client via the Remote Service channels after correct input and /or submission (informing) of Authentication Data, EDS to the Bank's call center, are recognized as actions of the Client personally. In this case, the creation and sending of documents via the Remote Service channels after the correct input and/ or submission (informing) of Authentication Data and/ or Access Codes and/ or EDS is also recognized as the signing of such electronic documents by the Client.

The fact of creation, signing, and sending of an electronic document signed by means of Authentication Data and /or Access Codes and /or EDS by the Client to the Bank, as well as other actions of the Bank and the Client are recorded and stored by the Bank in electronic journals. The extract from electronic journals and log files (i.e. reports generated by the Bank's software and hardware, which record actions and events by the Client via the Remote Service) is sufficient and acceptable proof of sending of a one-time code and /or Access Code to the Client, signing of an electronic document by the Client using an EDS, as well as proof of the content of an electronic document. It is acceptable for submission to state and judicial authorities, as well as to other institutions when resolving disputes.

**5.4.** The Client agrees that the transactions executed using Authentication Data are recognized as executed by the Client and are not subject to dispute, except for cases expressly provided for by the Law.

**5.5.** The Bank is entitled to impose restrictions on the services provided via the Remote Service channels if there no technological ability, there are grounds to suspect unauthorized persons' access to the Client's funds and information, as well as in cases stipulated by the Law of the Republic of Uzbekistan, the Comprehensive Service Contract and internal regulations of the Bank.

**5.6.** The Client agrees that the Bank is not liable for failures and refusals in the Remote Service associated with malfunctions of communication equipment and /or networks, and the resulting losses.

**5.7.** The Bank is entitled to refuse the Client to accept information and documents sent by it at the request of the Bank via the Remote Service channels beyond the deadlines set by the Bank for their provision, as well as orders for transactions on the Current Account, Deposit Account. In such cases, information, documents, and/ or settlement documents can be sent at the Bank's request if they are properly executed on paper.

**5.8.** To use the Remote Service channels, the Client independently provides a connection to electronic, including mobile, communication channels and /or support for the necessary functions on their devices (phone, smartphone, tablet, computer, etc.) and at their communications provider.

### **5.9. Call center telephone support**

5.9.1. The Client can use the Bank's telephone customer service to obtain information on the Comprehensive Service Contract, as well as other services provided by the Bank.

5.9.2. The agrees that the use of Access Codes is a proper and sufficient identification of the Client and an analogue of the handwritten signature of the Client's authorized person.

5.9.3. The client agrees to the transmission of orders and /or information by the phone being conscious that telephone lines are not a secure channel for the transmission of information.

### **5.10. Online service**



5.10.1. The Client can use the Bank's services via the Online Banking, Mobile Banking, and other Remote Service channels online to obtain information and execute transactions according to the Conditions for Service.

5.10.2. In the cases and in the manner provided for by the regulations, the Client should modify the Authentication Data.

5.10.3. The Client agrees that the use of Authentication Data, including unique codes generated by the Bank sent to the Client to the Subscriber Number and /or Subscriber Device, is a proper and sufficient authentication of the Client's authorized persons, confirmation of the right to execute transactions via the Internet and the equivalent of the handwritten signature of the Client's authorized persons.

#### **5.11. Informing, Notification on the transactions**

5.11.1. Informing is a service of the Bank activated for the Client and providing the receipt of information under the Contract:

- on the change of the status of the Contract, Request;
- on the non-financial actions under the Contract;
- on the issue/change of the Corporate Card status;
- other data at the discretion of the Bank.

5.11.2. Notification on the transactions is the service of the Bank connected to the Client and providing the receipt of information by the Client online on the non-financial actions under the Contract and other information at the Bank's discretion.

5.11.3. To use the services, the Client independently provides support for SMS functions on its Subscriber device (phone, smartphone, tablet, etc.) and from its mobile operator.

## **6. PROCEDURE OF AMENDMENT AND TERMINATION OF COMPREHENSIVE SERVICE CONTRACT**

**6.1.** Considering the fact that the Universal Contract is a public contract and the cost of banking and one-time services is the same for all Clients (except for cases when the current Law of the Republic of Uzbekistan provides the benefits for certain categories of Clients, or under special conditions of banking services to individual corporate Clients), the amendments and/ or additions to the contract, including Appendices thereto, number and content of the Appendices, as well as to the contract on the provision of a banking product and the Bank's Tariffs may be initiated only by the Bank according to clause 1 of Article 382 of the Civil Code of the Republic of Uzbekistan.

**6.2.** The Parties agreed that the Bank is entitled to amend and/ or add the Universal Contract, including the Appendices thereto, contracts on the provision of a banking product, and the Bank's Tariffs due to the change in the current Law of the Republic of Uzbekistan and/ or rules of Payment Systems and /or provision of new products /services by the Bank and/ or due to the change in the technology of banking products provision at the sole discretion of the Bank.

**6.3.** The Bank makes amendments and /or additions by sending the Client notice of the new (amended) version of the Universal Contract, Appendices thereto (General Conditions), and the Bank's Tariffs at least 10 (ten) calendar days prior to the expected date of the amendment and /or addition, except for cases of amendments/ additions associated with the change in the Current Law or the introduction of the new banking product or change in the name or legal/ postal address of the Bank, when the period of notification is at least 1 (one) calendar day, in any of the following ways (as may be chosen by the Bank):

- via the Remote Service channels, including by sending the corresponding electronic one;
- by posting a relevant announcement and a new version of the Universal Contract (amendments/ additions) on the Bank's website at [www.anorbank.uz](http://www.anorbank.uz).

**6.4.** If, before the effective date of the amendments and/or additions made according to the Universal Contract, the Bank has not received a written application from the Client to terminate the Universal Contract, this circumstance is the unconditional and full consent of the Client with the amendments and /or additions. In this case, a written agreement on the amendment and/ or addition of the Universal Contract is considered to be observed according to Article 366 of the Civil Code of the Republic of Uzbekistan.

**6.5.** An additional confirmation of the Client's consent to the amended and/ or added Universal Contract is the Client's execution of transactions/ submission of a Request after the amendments and /or additions and /or a new version of the Universal Contract/ Bank's Tariffs come into force.

**6.6.** Any amendments and additions to the Comprehensive Service Contract (certain contracts according to the General Conditions), including the new version of the Universal Contract, General Conditions and /or Tariffs approved by the Bank equally apply to all persons who have joined the Universal Contract, General Conditions from their effective date, including those who have joined the Universal Contract, General Conditions before the effective date of amendments.

**6.7.** The Client is entitled to unilaterally and out of court terminate the Comprehensive Service Contract at any time, including due to the Client's disagreement with the amendments made to the Comprehensive Service Contract.

**6.8.** Termination of the Comprehensive Service Contract is the basis for closing the Current Account (s), Current Account (s) of the Client opened with the Bank, including Current Accounts opened for Corporate Card service.

**6.9.** Termination of the Contract by the Client is the right of the Bank to unilaterally terminate the Comprehensive Service Contract out of court.

**6.10.** To terminate the Comprehensive Service Contract, the Client sends an application for termination of the Comprehensive Service Contract to the Bank in the form of a simple electronic message via Remote Service channels. On the day when the Client submits an application for termination of the Comprehensive Service Contract, the Client also sends to the Bank an application containing an Electronic Digital Signature of the authorized person of the Client to close all Current Accounts, Deposit Accounts opened with the Bank, as well as an application to close Current Accounts opened for Corporate Cards servicing. If the Bank has any suspicions that the above applications do not come from the Client, the Bank is entitled to request, and the Client has to submit the applications in hard copy at the Bank's office.

The Bank blocks the Client's Corporate Cards and declares them invalid on the date when the Bank receives an application for termination of the Comprehensive Service Contract.

**6.11.** The Comprehensive Service Contract is terminated when the Client's last account is closed. If the Client has an outstanding debt to the Bank under the Comprehensive Service Contract (Contract) by the time the Client's last account is closed, the Comprehensive Service Contract is terminated after the Client has fully repaid such debt. In case of termination of the Contract and/ or closure of the Current Account, the Commission Fees prepaid by the Client for services are not refunded by the Bank.

**6.12.** The Bank is entitled to terminate the Comprehensive Service Contract (Contract) out of court unilaterally, to which the Client agrees, in the following cases:

6.12.1. if there are reasonable suspicions of using the Remote Service channels to legalize proceeds from criminal acts, finance terrorism, and finance proliferation of weapons of mass destruction. In this case, the Comprehensive Service Contract (Contract) is considered terminated after 3 (three) calendar days from the date when the Bank sends the Client notice of termination of the Comprehensive Service Contract (Contract) at its initiative.

6.12.2. If there are no funds on the Current Account and/or transactions on the Current Account within 12 (twelve) calendar months and /or there are insufficient funds on the account to pay regular payments according to the Tariffs, the Bank is entitled to terminate the Comprehensive Service Contract. In this case, the Comprehensive Service Contract is considered terminated, and the Current Account is closed after 30 (thirty) calendar days from the date when the Banks sends a notification to the Client via Remote Service channels if the Client does not deposit funds to the Current Account in the amount sufficient to repay the Debt and/or does not execute at least one operation on the Current Account within the above period.

6.12.3. In other cases provided by the General Conditions being an integral part hereof.

## **7. LIABILITY OF THE PARTIES**

**7.1.** The Parties are liable for failure to fulfill (improper fulfillment of) their obligations under the Contract according to the Law of the Republic of Uzbekistan.

7.2. The Parties are exempt from liability for full or partial failure to fulfill their obligations under the Contract if the failure is the result of force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions that arose after the entry into force of the Contract. The Parties shall confirm the force majeure circumstances by documents of the competent authorities. The Parties shall notify each other of the force majeure not later than 5 (five) business days from the occurrence of the latter.

7.3. Such circumstances will include extraordinary, unavoidable, and unforeseen circumstances under the given conditions caused by natural phenomena (earthquakes, landslides, hurricanes, droughts, etc.) or social and economic circumstances (war, blockades, bans on import and export for the public purposes, etc.) independent of the will and actions of the Parties, which prevent them from fulfilling their obligations.

7.4. In case of late or incomplete notification of the Bank on the circumstances specified in section 7 hereof, the Client is liable for the possible negative consequences of these circumstances.

7.5. The Bank is not liable for the late execution of the Client's orders under the Contract if the transactions on the Bank's correspondent account are not executed or their execution is delayed as a result of action (inaction) of the Central Bank of the Republic of Uzbekistan, correspondent banks, Payment Systems, etc. that ensure the execution of transactions on the Bank's correspondent account.

7.6. The Bank is not liable for any loss incurred by the Client as a result of the execution of the order issued by unauthorized persons of the Client.

## **8. SETTLEMENT OF DISPUTES**

8.1. All disputes arising between the Client and the Bank from the Comprehensive Service Contract (separate Contacts according to the General Conditions) or ones related thereto are subject to settlement through negotiations and letters of claim. The party that received the letter of claim shall send a reasoned response within 7 (seven) days from the date of its receipt, unless a different procedure and period is established in separate Contracts.

8.2. If it is impossible to settle the disputes, disagreements, claims, or demands that may arise or have arisen from the Contract or related thereto, including those related to its conclusion, modification, performance, breach, termination, cessation, invalidity, non-conclusion, or claim for security (in whole and /or in part), they are subject to settlement at the discretion of the plaintiff in the Tashkent Inter-district Economic Court of the Republic of Uzbekistan, or in the Arbitration Court under CONSILIO Limited Liability Company according to its regulations and the current Law of the Republic of Uzbekistan. The dispute will be heard by a sole arbitrator in Russian, with no drawing up the minutes of the court session. The right to appeal to the Tashkent Inter-district Economic Court of the Republic of Uzbekistan or the Arbitration Court remains with the plaintiff.

## **9. CONFIDENTIALITY**

9.1. The Parties exchange information that is reasonably necessary for each of the Parties to fulfill its obligations hereunder. All information related to the fulfillment of obligations hereunder provided by one party to another party, which is subject to a restricted access regime according to the Law, or information about which the party transmitting the information has explicitly notified the other party that such information is confidential, will be considered and is hereby designated as confidential information ("Confidential Information"). Confidential information includes, but not limited to the personal data and information constituting commercial, professional, official, as well as other types of secrets defined by the Law, accounting and financial data, information on payment transactions, control information for setting up information, telecommunications and payment systems. Confidential Information is subject to protection from unauthorized access ensuring its integrity, safety and timely provision.

9.2. The Party receiving Confidential Information according to this condition (Receiving Party) with no prior consent of the party providing such information (Disclosing Party) shall not (i) use any part of the Confidential Information for purposes not provided for herein, (ii) provide the Confidential Information or the part thereof to any persons or institutions other than employees and consultants of the Receiving Party (as well as subcontractors) who reasonably need to have access



to the Confidential Information for the purposes provided for herein, and who agree to protect the Confidential Information as if they were a party to this condition, (iii) prevent misuse of the Confidential Information.

**9.3.** The Receiving Party will not be liable for disclosure of Confidential Information or the part thereof if it can prove that such Confidential Information (i) was in the public domain at the time of its receipt or became such afterwards through no fault of the Receiving Party; (ii) was known to the Receiving Party or was in its possession prior to its receipt; (iii) became known to the Receiving Party from a source other than the Transferring Party, with no breach of obligations to ensure the safety of the Confidential Information.

**9.4.** If the Receiving Party is required by the Law to disclose any Confidential Information to public authorities empowered to require disclosure of Confidential Information according to the Law, such Party shall immediately notify the Disclosing Party in writing. Therewith, in case of proper notification of the Disclosing Party, the Receiving Party who discloses the Confidential Information according to this clause is not considered to have breached its obligation not to disclose Confidential Information. In case of disclose, the Receiving Party shall do its best to ensure the protection of the Confidential Information.

**9.5.** Confidential information remains the property of the Transferring Party, and at the request of the latter, after it becomes unnecessary for the purposes provided for in this condition, is subject to an immediate return to such party or it is destroyed together with all copies made by the Receiving Party or any other party to which such Confidential Information was provided by the Receiving Party according to the provisions hereof.

## **10. FINAL PROVISIONS**

**10.1.** In case of non-cash transfer of funds from other credit institutions by the Client, all risks of a possible delay in the receipt of these funds through no fault of the Bank shall be borne by the Client. The Client hereby understands and agrees that the Bank is not able to control or regulate the time of receipt of funds from third parties.

**10.2.** Amendment or termination of the Comprehensive Service Contract (separate contracts according to the General Conditions) does not release the Client and/or the Bank from fulfilling their obligations under the Comprehensive Service Contract (separate contracts according to the General Conditions) that arose prior to such amendments or termination.

**10.3.** The Comprehensive Service Contract (separate contracts according to the General Conditions) is subject to interpretation according to the Law of the Republic of Uzbekistan.

**10.4.** If any provision of the Comprehensive Service Contract (separate contracts according to the General Conditions) becomes illegal, invalid, or unenforceable under any applicable Law of the Republic of Uzbekistan, such provision of the Comprehensive Service Contract (separate contracts according to the General Conditions) does not apply within the relationship between the Bank and the Client. Other provisions of the Comprehensive Service Contract (separate contracts according to the General Conditions) remain in full force and effect.

## **11. BANK ADDRESS AND DETAILS**

Joint Stock Company «ANOR BANK»

Address (location): bld. 4, Sayram street 5th driveway,  
Tashkent, Republic of Uzbekistan, 100170.

Phone for inquiries (Bank's Call Center): (+998 55) 503-00-00

Support line: (+998 71) 205-82-23

The Bank's official website: [www.anorbank.uz](http://www.anorbank.uz)

E-mail: [info@anorbank.uz](mailto:info@anorbank.uz)

### APPLICATION

- 1) for Joining the Universal Contract for Comprehensive Banking Service for Legal Entities and Individual Entrepreneurs in JSC "ANOR BANK" (hereinafter referred to as the 'Bank')**
- 2) for Opening of Account (s) according to the General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as for issuance and service of corporate cards**

Name of the Client: \_\_\_\_\_

Taxpayer ID number: \_\_\_\_\_

The Client hereby:

1) DECLARES its joining the Universal Contract for Comprehensive Banking Service for legal entities and individual entrepreneurs in JSC "ANOR BANK" (hereinafter referred to as the 'Universal Contract') in the manner prescribed by Articles 360, 367, 369 and 370 of the Civil Code of the Republic of Uzbekistan,

2) CONFIRMS that all the provisions /conditions of the Bank's edition of the Universal Contract are known and explained in full (including all appendices and additions thereto, the procedure of amendment/addition, the procedure of information publishing, responsibility, and the Bank's Tariffs), whereby:

1. ☐ It requests the connection to the Bank's Remote Banking Service (RBS);

2. ☐ It requests to open a demand deposit account in national /foreign currencies, a transit account for the payroll program (please underline as appropriate);

3. It requests the connection of the confirmation mean using a one-time password for:

Full name of the Manager: \_\_\_\_\_

SMS to the phone number \_\_\_\_\_

Full name of the Chief Accountant: \_\_\_\_\_

SMS to the phone number \_\_\_\_\_

4. The Client confirms that it is aware of and agrees with the Bank's Commission Fee Rates for the banking services.

5. The Client hereof provides the Bank with:

- the right to write off fees for services rendered according to the current Bank's Tariffs without additional orders (without acceptance) from the Client's account opened with the Bank;
- the right to process its personal data, as well as transfer them to and process them by involving third parties ('EOPTs' LLC, 'Milliy banklararo protsessing markazi' LLC, credit reference bureau, State Tax Committee, and other integrated databases of the Bank's partners and state authorities to obtain information) when providing banking / financial services selected by the Client.

6. The Client confirms /agrees to use/ activates the other banking services/products by submitting Requests via the RBS.

Manager \_\_\_\_\_ / \_\_\_\_\_ /  
*Full name* *signature*

Chief accountant \_\_\_\_\_ / \_\_\_\_\_ /  
*Seal* *Full name* *signature*

(if there is a seal) \_\_\_\_\_, 20\_\_\_\_

### **Marks by the Bank:**

RECONCILED WITH SAMPLE SIGNATURES AND SEAL CARD:

Application accepted by: \_\_\_\_\_ / \_\_\_\_\_ /  
*Full name* *signature*

The Client is connected to the RBS System:

The settings of the ABS are set on: \_\_\_\_\_, 20\_\_\_\_.

Employee of the After-Sale Support Department \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_,  
 20\_\_\_\_.

Full name

Signature

**Appendix No. 2  
to the Universal Contract for Comprehensive  
Banking Service for legal entities  
and Individual Entrepreneurs  
in JSC "ANOR BANK"**

## **GENERAL CONDITIONS** **for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as Issuance** **and Service of Corporate Cards**

### **Terms and definitions**

**Authorization** is a permission granted by the Bank to execute transactions using the Corporate Card and / or its details.

**Foreign exchange transaction** is the transaction related to the purchase and sale of foreign currency, the use of foreign currency as a mean of payment, the use of national currency in foreign economic activity, import from abroad and export abroad, transfer of currency values, including transactions involving a non-resident.

**Holder** is an authorized employee of the Client, in whose name the Bank issued the Card.

**Card** is a banking sample signatures and seal card certified in the manner prescribed by Law.

**Online Transactions** are the transactions using a corporate card and /or its details, which are processed immediately at the time of Authorization according to the rules of the PS and the Bank.

**Payment Limit** is the amount of funds available to the Holder to execute transactions on the Current Account, including using the Corporate Card and /or its details equal to the balance of funds on the Current Account, including the unused Overdraft Limit minus the amounts of transactions, for which settlements have not yet been completed by the Bank.

**Settlement Period** is the period of service equal to one month determined from the date of Current Account opening/ the Tariff Plan change to the same date in the next calendar month minus one day. The starting date of the Settlement Period for the connected services / packages is the date of connection of the service / package. When the Tariff Plan is changed, the Settlement Period for the services /packages connected on the date of the Tariff Plan change begins to be determined from the date of the Tariff Plan change.

**Transaction Register** is a document or a set of documents containing information on the transactions executed using a Corporate Card and /or its details, and /or a payment document, accompanied by the register for a certain period.

### **I. General provisions**

1.1. These General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as for issuance and service of corporate cards (hereinafter referred to as the 'General Conditions') are established by the Bank and determine the procedure to open, maintain, and close the Current Accounts of the Clients, regulate the respective relations between the Client and the Bank (hereinafter jointly referred to as the 'Parties'), as well as regulate the issuance and service of the Corporate Cards. The General Conditions and the Request for account opening accepted by the Bank make up the Settlement Service Contract.

1.2. The Bank provides services to Clients and Cards servicing according to the current Law of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, and the Comprehensive Service Contract.

1.3. The Bank's obligation to provide service to the Client arises after the conclusion of the Comprehensive Service Contract.

1.4. The Bank may open a Current Account for the Client based on the Request made as per the Bank's form and sent by the Client via the personal account in the Online Banking/ Mobile

Banking or other Remote Service channels, including at the time of the Client's joining the Comprehensive Service Contract provided that the Bank received all the documents required.

1.5. As agreed with the Bank, the Client can change its Tariff Plan via the Remote Service channels. When changing the Tariff Plan, the conditions of the previous Tariff Plan are not transferred to the new Tariff Plan. The set services/ packages are provided according to the new Tariff Plan with a charge as per the new Tariff Plan.

When switching to a Tariff Plan with a Fee for services /packages less than the current Tariff Plan, as well as when switching to a Tariff Plan with a Fee higher than the current Tariff Plan (including the Service Fee), the Fee for the new Tariff Plan is charged without deduction of the corresponding Fee for the previous Tariff Plan that was in effect before the change of the Tariff Plan. In case of payment for services/ packages for 12 (twelve) Settlement Periods under the previous Tariff Plan, the fee for the service/ package according to the new Tariff Plan is charged for 12 (twelve) Settlement Periods determined from the date of change of the Tariff Plan. When switching to a Tariff Plan with a Service Fee lower than the current Tariff Plan, the difference in the Service Fees is not refunded.

The terms of the Tariff Plans are set for one calendar month. After one month, the Client should select a Tariff Plan. If the Client does not select the Tariff Plan after the expiration of the validity of the previous Tariff Plan, it will automatically be transferred to the Bank's 'standard service conditions' according to the Banks Tariffs.

1.6. The Bank accepts the Order from the Client electronically via the Client's personal account in the Online Banking/ Mobile Banking. The Client's Orders should mandatorily contain the Client's EDS.

1.7. Non-cash payments via the Client's personal account in Online Banking/Mobile Banking provide settlements prescribed by the Law of the Republic of Uzbekistan and regulations of the Central Bank of the Republic of Uzbekistan.

1.8. The Client is serviced during the Transaction Day.

1.9. The Orders are revoked based on the Client's application filled in the Bank's form and sent to the Bank via the Remote Service channels. Application for the revocation of the Order should contain the Client's EDS and be confirmed with Authentication Data.

1.10. Any actions via the Remote Service channels are taken only by the persons duly authorized by the Client.

1.11. The Bank is not liable for delays, errors in, or misunderstandings of documents resulted from unclear, incomplete, or inaccurate documents issued by the Client.

1.12. This Settlement Service Contract is concluded until the last day of the current Settlement Period. The Contract is prolonged for each next Settlement Period, if none of the Parties declares its refusal to extend the Contract. The prolongation can be multiple.

1.13. The Bank is entitled to suspend the transactions on the Current Account and/ or the use of the Card and/or Remote Service channels by the Client for 2 (two) business days maximum if the transaction on the Current Account reveals the signs of funds transfer with no consent of the Client. In addition, the Bank immediately requests the Client to confirm the resumption of execution of its orders by any method available to the Bank, including Remote Service channels. The Bank resumes the execution of the Client's orders and/or its use of the Card and /or Remote Service channels after the expiration of the period provided for herein or upon receipt of the specified confirmation from the Client.



## **II. Opening and maintenance of the Current Account**

2.1. The Current Account is opened and maintained according to the current Law of the Republic of Uzbekistan, as well as the Settlement Service Contract.

2.2. The Bank shall keep the bank account, transactions on the account and the Client's information confident. The information on the transactions and the Current Accounts of the Client, as well as information on the Client, including its personal data, data on financial and economic activities, can be provided to the third parties only in cases stipulated by the Law of the Republic of Uzbekistan.

2.3. The Bank opens a Current Account for the Client provided that:

the Client complied with the Bank's requirements to the Client's documents;  
the Bank has no information on the current decisions of the authorized state and other bodies preventing the opening of a Current Account.

2.4. The Bank opens a Current Account in the currency specified in the Client's Request and according to the Tariff Plan selected by the Client.

2.5. The powers of persons entitled to act on behalf of the Client to manage the Current Account, including using an EDS recognized by the Bank, as well as the extension of such powers, are certified by submitting all the necessary documents confirming the powers (renewal of powers) of such persons to the Bank.

2.6. Documents confirming the powers (renewal of powers) of persons entitled to operate the Current Account on the Client's behalf, including the Card (upon the Bank's request) shall be submitted by the Client at the time of sending the Application for Joining the Universal Contract and Opening of Account (s) to the Bank.

2.7. The Client manages funds within the balance of funds available in the Current Account with no restrictions, except for cases when the restrictions for funds management on the Current Account provided for by the Law of the Republic of Uzbekistan are applied.

2.8. The Bank executes the Client's orders, as well as orders of other persons in the manner and according to the procedure provided for by the Law of the Republic of Uzbekistan.

2.9. The Bank accepts the Client's orders and orders of other persons within the Transaction Day for execution on the current business day, and those received after the end of the Transaction Day are accepted by the Bank for execution on the following business/ Transaction Day.

2.10. Funds are credited to the Current Account according to the Bank's procedure not later than the business day following the day of receipt of funds by the Bank.

2.11. If the Client cannot be clearly identified as the recipient of funds from the documents received by the Bank (for example, the document contains an incorrect or wrong name of the Client, the Current Account number, etc.), the funds are credited to the Current Account after the Bank takes to identify the recipient of funds in the manner and within the period established by the Law of the Republic of Uzbekistan and the regulations of the Central Bank of the Republic of Uzbekistan.

2.12. The transactions are recognized in the currency of the Current Account.

2.13. The interests are accrued on the balance of funds on the Current Account with the consent of the Client by submitting an application according to Appendix No. 1, if it is provided for by the Tariff Plan.

### **III. Procedure of issuance and service of Corporate Cards**

3.1. To issue the Card, the Client submits an application for the issue / re-issue of the Corporate Card to the Bank according to the Bank's form in the Appendix No. 2.

3.2. The Bank may issue a Card to the Client subject to a properly completed set of documents according to the rules of the Bank and the Payment System.

3.3. The card is a property of the Bank. The Bank determines the procedure for the Card issuance and its validity period in its internal documents.

3.4. The Card number is determined by the Bank or the Payment System.

3.5. The Card is valid until the last day of the calendar month of the year specified on the front side of the Card. The expiration of the Card does not result in the termination of the Universal Contract/ Current Account Contract.

3.7. At the end of the validity period, the Card is issued for a new term by submitting an application (Appendix No. 2) for reissue for a new term, at the discretion of the Bank.

3.8. The Card can be re-issued early in case of loss/theft, damage, unauthorized use, change of the name and/or surname of the Holder based on a written application of the Client submitted to the Bank via the Remote Service channels.

3.9. The Card is transferred activated to the authorized representative of the Client in person or in any other way that can unambiguously establish that the Card was received by the authorized representative of the Client in person according to the Transfer and Acceptance Certificate (Appendix No. 3 to these General Conditions).

3.10. The Card is used for transactions provided for by the Law of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan and internal documents of the Bank.

3.11. It is prohibited to use the Card to pay wages and other social benefits, withdraw cash, etc.

3.12. The date of the actual execution of the transaction using the Card and/or its details may not coincide with the date of its processing by the Bank. Commission Fees are calculated at the time of transaction processing by the Bank according to the Tariff Plan considering transactions already processed in the current Settlement Period.

3.13. In order to authenticate the Holder during the transaction using the Card, the Holder receives a PIN-code. A PIN-code is analogous to the Holder's handwritten signature. The Client/Holder agrees that the use of the Card and the correct PIN code is a proper and sufficient authentication of the Card Holder.

3.14. The use of the Card and /or its details by a person other than the Holder is prohibited.

3.15. The Bank charges a fee for transactions using the Card and/or its details according to the Tariff Plan.

3.16. The Client shall acquaint the Card Holder with these General Conditions and the Tariffs, as well as to pay all expenses related to the Card to the Bank.

3.17. The Bank does not issue a Card in the name of persons under the age of 18.

3.18. The Client shall monitor all Card transactions. To do this, the Client shall save all payment documents related to Card transactions and/or using the Card and /or its details, and present them upon the Bank's request in case of disputes.

#### **IV. Compromising**

4.1. If the Card is found lost, stolen, or damaged and /or there is a suspicion that the Card or its details, as well as the PIN-code, the Authentication Data could be lost or stolen, and in case of withdrawal of the Card in any retailer and service outlet and in case of change of name or surname of the Holder, the Client shall immediately inform the Bank, including by phone +998 55 503 00 00 (around the clock) and block the Card and/ or Online Banking and/ or Mobile Banking, as well as apply for early reissue of the Card. Upon oral application to the Call Center, the Bank will only block the Card and /or Online Banking and/ or Mobile Banking.

4.2. If the Card previously declared lost, is found, the Holder shall return it to the Bank. It is prohibited to use this Card in future.

4.3. In case of Compromising and/ or use of Card or its details, or Online Banking, Mobile Banking with no consent of the Client/ Holder, the Client/ Holder shall, immediately after the detection of such facts, but not later than the day following the day of receipt of the notification from the Bank on the execution of a transaction, send a written notification accompanied by all necessary documents by a registered mail (with notification of delivery and the list of attachments) to the Bank in the form established by the Bank.

#### **V. Procedure for purchasing and selling foreign currency in the domestic foreign exchange market**

5.1. The Clients submit the Requests for the purchase/ sale of the foreign currency (hereinafter referred to as the 'Request') via the RBS channels according to the Rules for Foreign Exchange Transactions in the Republic of Uzbekistan (registered with the Ministry of Justice of the Republic of Uzbekistan under No. 3281 on August 31, 2020) in the form established by the Bank. Non-conformities (errors) in the Request may become the grounds for the Bank to refuse the transaction.

5.2. The Requests considered under the normal procedure:

- submitted to the Bank before 1 pm on a business day, are considered by the Bank on the next business day;
- submitted to the Bank after 1 pm, are considered by the Bank within 3 (three) banking days from the date of the Request submission.

5.3. The Requests considered on an urgent basis:

- submitted to the Bank before 1 p.m., are considered on the day of receipt of the Request by the Bank;
- submitted to the Bank after 1 p.m., are considered on the next banking day after the receipt of the Request by the Bank;

5.4. By submitting the Request to the Bank, the Client confirms that at the time of the transaction for the purchase/sale of foreign currency, there are enough funds to execute the transaction specified in the Request.

5.5. The request will remain unsatisfied until the exchange rate set on the UZCE is within the minimum sale rate/maximum purchase rate specified in the Client's Request. The Client is entitled to change the minimum sale rate/maximum purchase rate by withdrawing the Request and submitting a new one to the Bank with the new threshold of the minimum sale rate/maximum purchase rate of the currency.

5.6. The Commission Fee is charged to the Client according to the Tariff Plan without acceptance.

5.7. The converted foreign currency is credited to a special currency account '22614%', which should be opened before submitting a Request for the purchase of foreign currency. The Client uses the funds credited to special currency accounts strictly for their intended purpose according to the concluded contracts and other documents under the current Law.

5.8. Foreign currency purchased by the Client not used within seven banking days from the date of crediting to the special currency account of the client should be sold again to the Bank not later than the next banking day after the end of this period.

5.9. Foreign currency previously debited from a special currency account and unused, as well as returned for other reasons, is subject to resale to the Bank or re-transfer to the purposes specified in the request within three banking days. Therewith, the resale of foreign currency involves no previous acceptance at the exchange rate of the UZCE on the day of sale.

## **VI. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1. The Bank is entitled to:**

6.1.1. refuse to open a Current Account in cases stipulated by the Law of the Republic of Uzbekistan and the internal rules of the Bank;

6.1.2. refuse to the Client/Holder issue the Card, activate and/or replace it, limit the number of Cards issued to the Client and /or in the name of one Holder, as well as suspend /terminate the Card if there are intrinsic reasons to believe that the Client breaches the use of the Card and executed /attempted to execute transactions contrary to the use of the Card;

6.1.3. As agreed with the client, set a Payment Limit for the transactions of the Client on the Current Account/ Card via the Remote Service channels;

6.1.4. Refuse the Client/ Holder to execute/ restrict transactions on the Current Account and/ or block the Card, Online Banking, Mobile Banking with no prior notice of the Client (Holder), as well as restrict the transactions via the Remote Service channels, if:

the amount of the transaction exceeds the Payment Limit, including considering the Commission Fee charged by the Bank for this transaction;

the Bank did not receive the document required for the transactions and registered according to the Law of the Republic of Uzbekistan;

the Bank has doubts that the Order came from the Client or the Client's representative or the Card Holder;

the transaction is contrary to the Law of the Republic of Uzbekistan or these General Conditions;

the Bank has suspicions that the transaction relates to the illegal business activities of the Client/Client's representative/Holder;

the rights of the Client to dispose of funds on the Current Account/ Card are restricted in the manner and in the cases provided for by the Law of the Republic of Uzbekistan, the Comprehensive Service Contract, and these General Conditions;



), in case of the Client's/ Holder's failure to fulfill the obligations stipulated by the Comprehensive Service Contract, these General Conditions, including if the Client / Holder fails to provide information /documents /clarifications within the terms established by the Comprehensive Service Contract and/ or the request of the Bank;

if there are suspicion of unauthorized use of the Current Account/Corporate Card;

The Bank identified transactions that correspond to the features of making a money transfer without the Client's consent;

in other cases established by the Universal Contract and the internal rules of the Bank.

6.1.5. Prepare settlement documents on behalf of the Client based on the corresponding Order from the Client.

6.1.6. Consider the Client's claims on challenging transactions within 30 (thirty) days for transactions executed in the Republic of Uzbekistan from the date of receipt of a written application from the Client and the necessary documents.

Refuse to consider the claim if it was advanced against:

the transaction executed after 1 (one) day from the date of the Bank's notification;

the Commission Fee (remuneration, fine) accrued by the Bank after 3 (three) years from the date of its accrual (write-off);

6.1.7. Request from the Client documents and information on the transactions with funds and written explanations confirming the compliance of the transactions with the regime of the Current Account;

6.1.8. Refuse to execute the Client's order to execute the transaction, except for transactions for crediting funds received to the Client's Current Account, for which there were no documents submitted (within the term established by the Comprehensive Service Contract or the Bank's request), which are required to record information on the transaction, as well as in cases provided for by the Bank's internal control rules to counteract the legalization of proceeds from criminal acts, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, and in other cases according to the Law of the Republic of Uzbekistan. Refuse the Client to transfer funds from the Current Account if there is no technical capability or there are grounds to suspect the access of unauthorized third parties to the Client's funds at the time of the transfer of funds (or the transaction).

6.1.9. If there are doubts about the details of the payment documents, not to credit to the Client's Current Account;

6.1.10. Not to credit to the Client's Account the amounts received on the correspondent account of the Bank, if there are inconsistencies in the details of the payment order, SWIFT message;

6.1.11. Refuse to execute a Foreign Exchange Transaction in the event of failure to submit supporting documents, currency control documents, or submission of documents that are inappropriate.

In compliance with the statutory notice of a tax or other authorized body, sell foreign currency on the UZCE without the Client's consent at the exchange rate on the day of sale in the amounts necessary to repay the debt to the budget or other body, and transfer the monetary equivalent to the Client's demand deposit account for further settlements with the budget or other body.

If necessary, require the Client to provide any additional documents that will be determined by the Bank as necessary to confirm the reasons for the purchase of currency (intended use).

Postpone the transactions to purchase or sell currency until their legality is clarified, if the grounds are in doubt.

6.1.12. If there are insufficient funds on the Account for the Bank to write off, in the cases specified herein, the Client grants the Bank the right to write off the indicated funds from other accounts of the Client in national currency without additional orders. If it is necessary to write off funds from the Client's accounts in a currency other than the currency involving the obligation, the Client orders the Bank to convert the currency on its accounts in the Bank at the exchange rate and under the conditions established by the Bank for conversion transactions on the date of the transaction towards debt repayment according to the Contract.



## **6.2. The Bank shall:**

6.2.1. Inform the Client on each transaction executed under the Settlement Service Contract by providing the Client with information via the Remote Service channels.

6.2.2. Upon receipt of the Client's (Holder's) request, block the Corporate Card and /or Online Banking and/ or Mobile Banking due to the loss of the Corporate Card and/or PIN code and/or Subscriber Device, or due to the fact that the PIN code and/or details of the Corporate Card and/or Access Codes and/or Authentication Data have become known to a third party.

6.2.3. Execute transactions on the Current Account within the term and in the manner established by these General Conditions according to the Law of the Republic of Uzbekistan.

6.2.4. Inform the Client via the Remote Service channels on the transfer of foreign currency earnings to transit currency accounts not later than the next business day after the receipt of funds.

6.2.5. Inform the Client on the Bank's actions according to clause 1.13 hereof in any way available to the Bank, including the Remote Service channels.

6.2.6. Recommend the Client to reduce the risks of repeated funds transfers without the Client's consent by posting such recommendations according to the procedure established by the Universal Contract.

## **6.3. The Client shall be entitled to:**

6.3.1. At any time, send the Bank a Request to open the required Current Accounts via the Client's personal account in the Online Banking/ Mobile Banking or other Remote Service channel after joining the Comprehensive Service Contract.

6.3.2. At any time, refuse to join these General Conditions. In this case, the Client shall submit the relevant application to the Bank in writing or via Remote Service channels, as well as to return all Corporate Cards to the Bank on the day of submission of the specified application and pay the Bank all amounts due under the Settlement Service Contract.

6.3.3. Withdraw its Orders accepted by the Bank until they are executed by the Bank.

## **6.4. The Client shall:**

6.4.1. Inform the Bank on the change in the information regarding persons entitled to act on behalf of the Client to manage its Current Account, including using the EDS recognized by the Bank provided to identify the Client in the personal account in the Online Banking/ Mobile Banking or another Remote Service channel according to the Law of the Republic of Uzbekistan, regulatory enactments of the Central Bank of the Republic of Uzbekistan, as well as provide the Bank with the necessary documents (originals/duly certified copies or otherwise according to the Comprehensive Service Contract) confirming the change of the specified information not later than 3 (three) business days from the date of their approval (issuance or registration).

The Bank is entitled not to accept payment documents certified by persons whose powers were not confirmed to the Bank, before the Bank receives the documents confirming appropriate powers for persons specified by the Client.

6.4.2. Immediately inform the Bank on the cancellation of the issued powers of attorney specifying details of the canceled power of attorney, as well as information that allows the Bank to identify the Client's representative specified in the canceled power of attorney. The Client bears the risk of losses and other adverse consequences that may occur due to late notification of the Bank on the cancellation of the power of attorney or breach of the notification practice.

6.4.3. Revoke the EDS issued in the name of the person whose authority was terminated.

6.4.4. Send a notification to the Bank on declaring the Client bankrupt within 10 (ten) calendar days from the date of such decision by the court, and if the court decides to introduce bankruptcy proceedings against the Client — within 2 (Two) business days after such decision.

6.4.5. Maintain the balance of funds on the Current Account sufficient for necessary payments according to the Comprehensive Service Contract.

6.4.6. Respond to the notifications, requests, and other information messages from the Bank via the Client's personal account in Online Banking/ Mobile Banking in the form of an electronic document containing the Client's EDS or in any other way agreed by the Parties.

6.4.7. When executing Foreign Exchange Transactions daily or no later than the terms established by the Law of the Republic of Uzbekistan, receive and send all accompanying documents on the transaction, as well as exchange control documents to the Bank via the Remote

Service channels. The Client bears the risk of adverse consequences, which may occur due to the late receipt or sending of the specified documents by the Client.

6.4.8. Documents and information on Foreign Exchange Transactions, as well as exchange control documents, that are required to be submitted by the regulations of the Central Bank of the Republic of Uzbekistan, are submitted by the Client to the Bank electronically or on paper in the manner and under conditions established by the Comprehensive Service Contract.

## **VII. Preparation and submission of statements of the Current Account**

7.1. Statements and documents confirming the transactions executed are provided in the form of the electronic document via the Remote Service.

7.2. The statements can be provided to the Client on paper upon an appropriate written request. Therewith, the Client hereby confirms that it is familiar with the current Tariffs for statements provision on paper. On the first business day of the new year, the employee of the Bank sends a confirmation of the balance of funds on the Client's Current Account as of January 1 of the current year to the Client via the Client's personal account in Online Banking/ Mobile Banking generated from the Bank's ABS.

7.3. The Client shall send to the Bank confirmation of the balance of funds on the Current Account as of January 1 via the Client's personal account in Online Banking by January 30 of the current year. If the Bank does not receive such confirmation within the specified period, the balance on the Current Account is considered confirmed by the Client.

## **VIII. Closing of the Current Account**

8.1. The Parties agreed that the Settlement Service Contract may be terminated, and the Current Account is subject to closing without legal proceedings:

- upon the Client's request sent to the Bank via the personal account in the Online Banking;
- in case of termination of the Comprehensive Service Contract in the manner and under conditions established by the Comprehensive Service Contract;
- in case of substantial breach of the Comprehensive Service Contract (Universal Contract) by the Client;
- when the amount of funds stored in the account is below the minimum amount stipulated in the Settlement Service Contract or the Bank's internal rules (and /or Tariffs);
- in other cases stipulated by the Law of the Republic of Uzbekistan and /or the Bank's internal rules.

8.2. The Bank is entitled to require the termination of the Comprehensive Service Contract (and the Settlement Service Contract) in the court:

- if there are no transactions on the account (s) within three months;
- if the amount of funds stored in the account is below the minimum amount stipulated in the Settlement Service Contract or the Bank's internal rules (and /or Tariffs) and within a month from the date of the Bank's notification, the Client will not restore it.

The termination of the Comprehensive Service Contract (and the Bank Account Contract) is the basis to close the account (s).

8.3. The term of settlement of financial obligations between the Bank and the Client is 30 (thirty) calendar days:

- from the date of termination of all Cards issued to the Current Account;
- from the expiration of all Cards issued to the Current Account.

## **IX. LIABILITY OF THE PARTIES**

9.1. The Bank is not liable for the consequences of the orders issued by unauthorized persons, in cases where the Bank could not establish the fact of issuing an order by unauthorized persons using procedures provided for in the Comprehensive Service Contract.

9.2. The Bank is not liable for failure to execute the Client's orders and suspension of transactions on the Client's Current Account in cases established by these General Conditions, including for blocking of funds, failure of transfers, non-return of funds by the Bank's

correspondent banks and other banks, credit/financial institutions under the Client's orders in cases established by the Law of the Republic of Uzbekistan.

9.3. The Client is liable for the correct execution of independently generated payment documents, as well as the accuracy of the data and details specified in the personal account of the Online Banking.

9.4. The parties are liable for failure to fulfill or improper fulfillment of their obligations under the Comprehensive Service Contract according to the current Law of the Republic of Uzbekistan.

9.5. The Client is liable for the accuracy of the information in the documents submitted to the Bank for joining the Comprehensive Service Contract, including documents to open the Current Account, as well as during the process of service.

## **X. Other conditions**

10.1. Disputes and disagreements arising from these General Conditions are resolved in the manner provided for in the Universal Contract.

10.2. In cases not provided for in these General Conditions, the Parties are guided by the Universal Contract.

**Appendix No. 1**  
**to the General Conditions for Service of Accounts**  
**of Legal Entities and Individual Entrepreneurs,**  
**as well as for issuance and service of corporate cards**

**Application**

We hereby confirm that we have read and understood the General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as for issuance and service of corporate cards, Tariffs.

Please activate the service of accrual of interest on the balance of demand deposit account No. \_\_\_\_\_ according to the selected Tariff Plan.



**Appendix No. 2**  
**to the General Conditions for Service of Accounts**  
**of Legal Entities and Individual Entrepreneurs,**  
**as well as for issuance and service of corporate cards**

**APPLICATION**  
**for issuance of UZS HUMO/UZCARD corporate plastic card**

Company: \_\_\_\_\_

Insert the name of the company

Position and Full Name of the Director

You are kindly requested to

☐ **ISSUE**

☐ **REISSUE**

☐ **CLOSE**

corporate plastic card

☐ **HUMO**

☐ **UZCARD**

**Reason for card re-issuance \*\***

☐ Damage/Loss

☐ Expiration

☐ Other reason

**Number of card re-issued/ closed \*\*** \_\_\_\_\_

**DETAILS OF THE COMPANY**

Legal address\*:

Specify the legal address of the company

Postal address\*:

Specify the postal address of the company

Contact phone numbers\*:

E-mail: \_\_\_\_\_

**CODE WORD:**

Specify the code word, which can be used by the bank's employees to identify you during telephone conversations regarding your card servicing:

--	--	--	--	--	--	--	--	--	--

**CONTROL INFORMATION**


We confirm the accuracy of the information contained in this Application.

We agree that the Bank:

- is entitled to verify the information contained in this Application
- reserves the right to refuse to issue a plastic card with no explanation.

**We have read and understood the current Tariffs and Rules for the use of HUMO/UZCARD corporate cards in JSC "ANOR BANK", and we agree to comply.**

**Signature of the  
Director of the**

**Signature of the Chief  
Accountant**

**Official Seal**

**Date:** \_\_\_\_\_

\* - required when issuing cards and /or activating additional services

\*\* - mandatorily filled only when reissuing or closing the cards

\*\*\* - mandatorily filled only at the first issuance

**Appendix No. 3**  
**to the General Conditions for Service of Accounts**  
**of Legal Entities and Individual Entrepreneurs,**  
**as well as for issuance and service of corporate cards**

**Certificate of Transfer and Acceptance of  
issued corporate plastic cards**

Joint Stock Company "ANOR BANK", hereinafter referred to as the 'Bank' represented by \_\_\_\_\_ acting on the basis of \_\_\_\_\_ on the one hand, and \_\_\_\_\_ hereinafter referred to as the 'Client' represented by \_\_\_\_\_ acting on the basis of \_\_\_\_\_ on the other hand, have made this Certificate as follows:

1. According to the Settlement Service Contract No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, the Bank transfers, and the Client accepts corporate plastic cards:

No.	Card number	Card account number in ABS
1		
2		
3		
....		

2. Corporate plastic cards accepted by the Client comply with the requirements of the Contract. The cards are delivered within the period specified in the Contract. The Client has no complaints about the accepted plastic cards.

3. This Certificate is made at the will of the Parties in Russian in two copies of equal legal force, one copy for each of the Parties and is an integral part of the above Contract between the Parties.

**Bank:  
Transferred**

**Client:  
Accepted**

**Appendix No. 3  
to the Universal Contract for Comprehensive  
Banking Service for legal entities  
and Individual Entrepreneurs  
in JSC "ANOR BANK"**

**GENERAL CONDITIONS**  
**for the Transfer of Funds to the Employees of Legal Entities**  
**and Individual Entrepreneurs**

**Terms and definitions**

**Payroll Agreement** is a contract concluded between the Bank and the Client on the transfer of funds under the Payroll Program to be credited to the Employees' Card Account, which includes these General Conditions, Tariffs, and the Request as an integral part.

**Card Account** is an Employee's bank account opened by a third-party credit organization or the Bank under the Universal Contract to serve individuals in the Bank solely to execute transactions using the Card and/ or its details and/ or Remote Service channels under the Payroll Program.

**Employee** is an individual who has employment relations with the Client, including who concluded the Universal Contract with the Bank for servicing individuals.

**Pay Card** is a bank card issued by the Bank and transferred to the Employee under the Universal Contract to serve individuals in the Bank.

**Register** is a statement in the form of an electronic document provided by the Client as an attachment to the payment order and containing the data necessary for crediting funds to the Employee Card Accounts. The Register is made in the Bank's form.

**List** is a statement in the form of an electronic document provided by the Client and containing data about the Employees. The List is made in the Bank's form.

**Account** is the Client's current account in national currency, from which the funds are transferred for subsequent crediting to the Employee's Card Accounts opened in the Bank or in another bank.

**I. Principal provisions**

1.1. These General Conditions for the Transfer of Funds to the Employees of Legal Entities and Individual Entrepreneurs (hereinafter referred to as the 'General Conditions') regulate the interaction between the Parties when transferring funds to the Client's employees under the payroll program and the conclusion of the Payroll Agreement (Contract).

1.2. The Bank credits funds under the Labor Code of the Republic of Uzbekistan, as well as credits social and other payments provided for by the Law of the Republic of Uzbekistan transferred by the Client according to the Register to the Employees Card Accounts specified by the Client in the Register under the payroll program.

1.3. To conclude a Payroll Agreement, the Client makes a Request according to the Comprehensive Service Contract. The Client submits to the Bank the List with the data of the Employees, including those who desired to conclude or have concluded a Universal Contract for servicing individuals in the Bank. All necessary documents to open the Card Accounts for the Employees according to the list established by the Bank under the Law of the Republic of Uzbekistan and the Universal Contract for servicing Individuals in the Bank are transferred by Employees to the Bank's clerks. The list of data of Employees is made as per the Bank's form.

1.4. Based on the documents duly executed and provided by the Employees and after completion of the identification of Employees, according to the law on the counteraction to the legalization of proceeds from criminal acts, the financing of terrorism, and the financing of the

proliferation of weapons of mass destruction, regulations of the Central Bank of the Republic of Uzbekistan and internal rules of the Bank, the Bank opens Card Accounts and issues Cards under the Universal Contract for servicing individuals in the Bank.

1.5. To credit funds to the Employees Card Accounts opened in another bank, the Client provides the details of the Employee's account opened in a third-party credit institution, in particular:

*Full name of the Employee;*

*Date of birth of the Employee;*

*Account of the Employee;*

*Name, MFO (sort code), account in the bank, where the Employee's account is opened.*

1.6. To transfer funds to the Card Accounts of Employees opened in another bank, the Parties are guided by the General Conditions for Service of Accounts of Legal Entities and Individual Entrepreneurs, as well as to issue and service Corporate Cards in the Bank.

1.7. The Bank does not verify the accuracy of data in the Register. The Client verifies this independently.

1.8. When receiving the funds (order to transfer funds) and if there is no Register, the Bank returns the funds in full to the current account of the Client from which the funds were received not later than the fifth business day from the date of receipt of funds from the Client.

1.9. Upon receipt of the Register and if there are no funds (order to transfer funds), the Bank rejects the Register not later than the fifth business day from the date of receipt of the Register from the Client.

1.10. If the amount of the received funds (orders) does not correspond to the amount of the Register, then no credits are made to Card Accounts, and the Register is rejected. If the correct Register is not received within five business days, the funds are returned to the Client's current account from which they were received.

1.11. If the total amount within the Registry does not correspond to the sum of the Registry lines, then no credits are made to Card Accounts, and the Register is rejected. If the correct Register is not received within five business days, the funds are returned to the Client's current account from which they were received.

1.12. If the amount of received funds (orders) corresponds to the amount of the Register, but the Register processing identifies the following errors:

*«- the recipient's card account was not found (not opened, closed);*

*- the account number and name of the account holder do not match»;*

The Bank transfers funds to the Employees Card Accounts according to lines that do not contain errors and returns the funds according to lines with errors to the Client's current account from which they were received.

## **II. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. Rights and obligations of the Client:**

2.1.1. Provide the Bank with the required documents, which are listed by the Bank according to the Law of the Republic of Uzbekistan, the Comprehensive Service Contract, and internal documents of the Bank.

2.1.2. Inform the Employees on the opportunity to open the Card Accounts and receive the Pay Cards in the Bank.

2.1.3. Timely transfer the remuneration to the Bank in the amount and in the manner determined by the Tariffs.

2.1.4. In case of dismissal of an Employee, submit a list of data of such Employee to the Bank not later than 30 (thirty) days from the date of dismissal.

2.1.5. Provide the Bank with the Registers signed in the manner established by the Comprehensive Service Contract.

2.1.6. Independently calculate all taxes and fees before transferring funds to the Bank.



2.1.7. Provide the Bank with a new Register and /or additional information in order to resolve inaccuracies /inconsistencies upon the execution of the Payroll Program.

2.1.8. Upon request and within the time set by the Bank, provide the Bank with the List of documents confirming the information on the Employees.

2.1.9. Ensure the timely availability of the List in the Online Banking.

2.1.10. The Client guarantees the availability of the Employee's application for the transfer of funds according to clause 1.1 of the Contract using details specified by the Client in the Register.

## **2.2. Rights and obligations of the Bank:**

2.2.1. Open a Card Account for an Employee and provide the Card according to the Universal Contract for servicing individuals in the Bank.

2.2.2. Refuse to issue a Card and open a Card Account for an Employee according to the Law of the Republic of Uzbekistan, the internal rules of the Bank, as well as the Universal Contract for servicing individuals in the Bank.

2.2.3. Transfer issued bank cards to Employees. Therewith, the Bank transfers the cards to Employees not activated. The Client's Employee activates the cards independently according to the Universal Contract for servicing individuals in the Bank.

Transfer funds to the Employees Card Accounts according to the Register and in the manner established by these General Conditions.

2.2.4. Credit funds to the Employees Card Accounts not later than the business day following the day of receipt of funds to the Bank's correspondent account and receipt of the order by the Bank with the Register and the Client's payment of the remuneration established by the Tariffs.

2.2.5. Unilaterally terminate the Payroll Agreement in cases provided for by the Law of the Republic of Uzbekistan and the Comprehensive Service Contract.

2.2.6. Block or restrict access to the Online Banking, change the range of services, and set restrictions on the services provided under the Payroll Agreement with no prior notice to the Client.

2.2.7. The Bank is entitled not to accept the order for execution in case of contradiction of the transaction to the Law of the Republic of Uzbekistan, as well as in cases of improper registration of the order and /or the Register.

## **III. LIABILITY OF THE PARTIES**

3.1. The Bank is not liable for the consequences of the orders issued by unauthorized persons, in cases where the Bank could not establish the fact of issuing an order by unauthorized persons using procedures provided for in the Comprehensive Service Contract.

3.2. The Bank is not liable to the Client and Employees for breaching the terms of amounts crediting to the Employees Card Accounts if the delay is caused by inaccuracies in the documents provided by the Client to the Bank, or delay of the Register, errors, etc. in the Register.

3.3. The Bank is not liable for disputes and disagreements between the Client and Employees on the amounts provided by the Client for crediting to the Employees Card Accounts. The Payroll Agreement is concluded until the last calendar day of the current year. The validity of the Contract is extended for each subsequent year if neither Party declares a refusal to extend the Contract. The prolongation can be multiple.

3.4. The Contract may be terminated by either Party unilaterally, while the Contract is considered terminated upon the expiration of 30 (thirty) calendar days from the date of receipt by the Party of the notification from the other Party on the early termination.

3.5. If the Client breaches the Comprehensive Service Contract and/ or these General Conditions, the Bank is entitled to terminate the Payroll Agreement unilaterally at any time by notifying the Client 1 (one) business day prior to the date of the intended termination.

#### **IV. Procedure of amendments and additions**

4.1. The Bank amends and /or adds /changes the Payroll Agreement and its parts, as well as approves the new version of these General Conditions, Tariffs, Request in the manner prescribed by the Law of the Republic of Uzbekistan considering the Comprehensive Service Contract and/ or General Conditions.

#### **V. Other conditions**

5.1. The Client confirms that it received the written consent of individuals (hereinafter referred to as the 'personal data subject'), whose personal data may be contained in the documents received by the Bank from the Client for the processing of personal data of such individuals in the form and contents as per the Law of the Republic of Uzbekistan on Personal Data. In this case, the Client, in turn, provides the Bank with its consent and the corresponding right to process the personal data of these subjects in order to execute the Contract.

5.2. In order to fulfill clause 5.1. of these General Conditions, the 'processing' of personal data means, among other things, their collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer, including cross-border (distribution, provision, access) transfer of such personal data to persons affiliated or related to the Bank, as well as to affiliated or related persons of these persons (as these persons are defined by the Law of the Republic of Uzbekistan), depersonalization, blocking, deletion, destruction of personal data, provided that the confidentiality and security of personal data is ensured during their processing.

5.3. The Bank can process the personal data of the personal data subject using automation tools or without such tools (mixed processing). According to Contract, the purpose of personal data processing is the Bank's exercise of any rights and obligations under the requirements of the Law of the Republic of Uzbekistan, the Contract, the Bank's internal regulations, and the rules of clients' identification and examination. The personal data of personal data subjects processed by the Bank are subject to destruction or depersonalization upon achievement of the specified processing purposes or in case of loss of the need to achieve these purposes, unless otherwise provided by the Law of the Republic of Uzbekistan.

5.4. Disputes and disagreements arising from these General Conditions are resolved in the manner provided for in the Universal Contract.

5.5. In cases not provided for in these General Conditions, the Parties are guided by the Universal Contract.

**GENERAL CONDITIONS**  
**for Opening, Servicing, and Closing Bank Deposits**

**Terms and definitions**

These General Conditions for Opening, Servicing, and Closing Bank Deposits (hereinafter referred to as the 'General Conditions') provide the following terms and definitions:

**Depositor** is a legal entity or individual entrepreneur who deposits free funds in the bank according to these general Conditions;

**Parties** are the Bank and the Depositor;

**System** is remote banking service channels for bank clients (mobile application, web platform, etc.);

**Demand deposit account** is an account where the Depositor's funds issued or transferred at its first request are recorded;

**Holidays and /or non-business days (days off)** are calendar days during which the Bank does not have banking activities;

**Bank Account** is the way of relations arising between the Bank and the Client after the conclusion of a bank account contract, according to which the Bank should accept and credit funds received to the Client's account, execute the Client's orders to transfer, and issue the corresponding amounts from the account, as well as execute other transactions on the account.

**I. Principal provisions**

**1.1.** These General Conditions for Opening, Servicing, and Closing Bank Deposits are a document that defines the general conditions of the Bank Deposit Agreement with a legal entity or individual entrepreneur who are the owners of a Demand Deposit Account opened with the Bank.

**1.2.** The Bank Deposit Agreement is concluded by the Bank's acceptance of the Client's Request (Appendix No. 1) submitted in the form of an electronic message, which contains the Client's consent with these General Conditions and the Bank's Tariffs.

**1.3.** The Request generated by the System is used by the Depositor to determine the amount of Deposit and to order the funds write off from its Bank Account (current account) to the Deposit.

**1.4.** The conditions of the Deposit, which the Client selects in the System, are also an integral part of the Request and the Bank Deposit Agreement.

**1.5.** Transfer of funds to the Deposit is possible only from a deposit account corresponding to the currency of the opened Deposit.

**1.6.** The Bank Deposit Agreement is considered concluded between the Bank and the Client from the moment of receipt of funds to the Deposit.

**1.7.** The confirmation generated by the System is the document confirming the conclusion of the Bank Deposit Agreement and the credit of funds to the Deposit. The Depositor receives a confirmation SMS about Deposit opening in the System in the form of a code to the mobile phone number registered in the System.

## **II. Subject of the contract**

**2.1.** The Depositor deposits and the Bank accepts funds to the deposit by crediting them from the Depositor's bank account and agrees to return the deposit and pay interest under the conditions and in the manner provided for in the Deposit conditions being an integral part of the Bank Deposit Agreement. The conditions of the Deposit include the name, type (term /saving) and currency of the deposit, term of the Deposit, interest rate, minimum amount of the Deposit, procedure for paying interest, conditions for early closure of the Deposit, etc.

**2.2.** The details of the deposit account for accounting for the Deposit are provided in section 'Deposits' of the System, and include the following information on the Deposit: name of the Deposit, type, and currency of the Deposit, name of the Bank where the Deposit is opened, date of opening and the date of return of the Deposit, initial amount of the Deposit, annual interest rate on the Deposit, current amount of the Deposit, current accrued interest, bank account number, account for calculating interest, number of days until the Deposit is closed.

## **III. Procedure for accrual and payment of interest**

**3.1.** According to Article 764 of the Civil Code of the Republic of Uzbekistan, the Bank accrues the interest provided for by the Bank Deposit Agreement from the day following the day of receipt of the deposit by the Bank until the day preceding the return of the deposit to the Depositor or its debiting from the Depositor's account for other reasons.

**3.2.** The interest payable is calculated according to the Law of the Republic of Uzbekistan. Interest is paid monthly on the 25th day of each month. If the day of interest payment falls on a day off or holiday, interest payment is transferred to the first business day following the day off:

3.2.1. in case of early closure of the Deposit, the interest is recalculated according to the Deposit conditions.

**3.3.** Proceeds from a Deposit are subject to taxation according to the Tax Code of the Republic of Uzbekistan.

**3.4.** In case of seizure of funds on the Depositor's accounts in the Deposit, or suspension of transactions on the Depositor's accounts in cases stipulated by the Law of the Republic of Uzbekistan, the accrual of interest on the Deposit is suspended until removal of restrictions.

**3.5.** Information on the Conditions for the Deposit is posted on the Bank's official website at: [www.anorbank.uz](http://www.anorbank.uz).

## **IV. Rights and obligations of the parties**

**4.1.** The Depositor is entitled to:

4.1.1. open multiple Deposits;

4.1.2. extend the term of the Deposit with the consent of the Bank, by concluding an additional agreement to the Bank Deposit Agreement using the Remote Service tools, except for cases when the Depositor made Card File No. 2 due to insufficient funds on the main account to meet the requirements, blocks and other restrictions on the Deposits established in the Law;

4.1.3. early withdraw the entire Deposit amount. In this case, if the Depositor intends to demand the return of the Deposit before its expiration, it shall notify the Bank of its intention not later than 1 (one) month before the expected date of withdrawal of the Deposit. The notification can be sent to the Bank via the System through the actions defined by the System (part 5 of Article 762 of the Civil Code of the Republic of Uzbekistan).

**4.2** The Bank is entitled to dispose of the Depositor's funds during the Bank Deposit Agreement for its own purposes according to the Law of the Republic of Uzbekistan.

**4.3.** The Bank shall:

4.3.1. accept the Depositor's funds for the Deposit and fulfill its obligations according to these General Conditions and current Law;



4.3.2. timely and fully accrue interest according to Bank Deposit Agreement and the Law of the Republic of Uzbekistan;

4.3.3. on the day of expiration of the deposit period, transfer the full amount of the Deposit and the interest due to the Depositor's current account. If the day of return, due to the end of the Deposit period, falls on a day off or holidays (non-business days), the Deposit is returned on the first business day after the days off or holidays (non-business days).

4.3.4. return the Deposit within 30 (thirty) calendar days from the date of receipt of the notification from the Depositor on the early return of the Deposit in the System;

4.3.5. protect confidentiality of information constituting a bank secret. The information constituting a bank secret may be provided only in cases provided for by the current Law of the Republic of Uzbekistan.

4.4. The Depositor shall transfer the Deposit specified in the Request within 3 (three) banking days after its submission.

4.5. Each Party is entitled to receive the necessary information that may affect the fulfillment of obligations by the Parties under the Bank Deposit Agreement.

4.6. The Parties shall comply with the Bank Deposit Agreement and all subsequent changes, if any.

4.7. If the Deposit amount is claimed by the Depositor or the Deposit amount or part thereof is recovered by the state or other authorities according to Law procedure, the Bank Deposit Agreement will be considered automatically terminated. In this case, the interest is accrued based on the Deposit conditions.

## **V. Liability of the parties**

5.1. If the Bank delays the terms of payments made by the Bank to the Depositor according to the Bank Deposit Agreement, the Bank pays the Depositor a penalty of 0.1% of the overdue amount for each day of delay, but not more than 10% of the overdue amount.

5.2. Payment of penalty does not relieve the Parties from fulfilling their obligations under the Bank Deposit Agreement.

## **VI. Other conditions**

6.1. The Bank Deposit Agreement comes into force from the date of receipt of funds from the Client to the Deposit and terminates from the issuance of the entire Deposit to the Depositor from the account specified in the System. Upon termination of the Bank Deposit Agreement, the deposit account specified in the System is closed.

6.2. The electronic version of the document is stored in the Bank's database.

6.3. In all other cases not provided for by the Bank Deposit Agreement, the Parties will be guided by the Universal Contract and regulations of the current Law of the Republic of Uzbekistan.

6.4. The represents and warrants that it has the legal authority to enter into Bank Deposit Agreements and that the persons who signed the Bank Deposit Agreement have all the rights and permissions to act in this way.

6.5. Disputes and disagreements arising from these General Conditions are resolved in the manner provided for in the Universal Contract.

6.6. In cases not provided for in these General Conditions, the Parties are guided by the Universal Contract.



**Appendix No. 1**  
**to the General Conditions for Opening,**  
**Servicing, and Closing Bank Deposits**

**APPLICATION  
for deposit opening**

We hereby confirm that we have read and understood the General Conditions for Opening, Servicing, and Closing Bank Deposits, Tariffs.

Please open a term /saving deposit account in the national currency.

name of the deposit: \_\_\_\_\_

type: \_\_\_\_\_

deposit currency: UZS

deposit amount: \_\_\_\_\_

annual interest rate on the deposit: \_\_\_\_\_

deposit period: \_\_\_\_\_

**GENERAL CONDITIONS**  
**for Service and Acceptance of Payments (Internet Acquiring) in national currency via an e-POS terminal**

**Terms and definitions**

**Client** is a business entity that has an information resource that technically and legally provides the acceptance of electronic payments through bank plastic cards of the payment systems of the Republic of Uzbekistan for the goods, services, works, digital / electronic content.

**Payer** is a legally capable individual, including the holder of a bank plastic card, who pays for goods, services, work, digital / electronic content sold by the Client.

**Service** is used to render Internet Acquiring services, in particular, to organize receipt and processing of information on payments made from the user's bank card for goods, services, works, digital / electronic content of the Client.

**Trading information parameters** are the information required to process electronic payments from the User's bank plastic card.

**Bank (plastic) Card** is an online pay card issued by the bank of the Republic of Uzbekistan and providing its holder with the opportunity to execute transactions on a bank account (card account).

**Merchant API** is a software interface that allows Clients (Sellers / online stores, service providers) to accept payments from Users (purchasers, payers, consumers) using:

- bank cards;
- payments via instant payment terminals;
- applications for iOS and Android.
- WEB applications.

**Merchant's personal account** is a web application that provides the Client with access to payment information, as well as a review of statistics, generation of reports, and operation of virtual cash registers.

**E-POS terminal** is a virtual terminal of the Client (supplier of goods and services/works), registered in the ABS (Automated Banking System).

**I. Principal provisions**

1.1. These General Conditions for Service and Acceptance of Payments in national currency via an e-POS terminal (hereinafter referred to as the 'General Conditions') regulate the interaction between the Parties when processing information on electronic payments from bank cards and the conclusion of EFT Data Receipt and Processing Agreement via the e-POS terminal (hereinafter referred to as the 'Contract');

1.2. Subject to payment by the Client, the Bank assumes the following services (hereinafter referred to as the 'Services') to render:

- registration of the Client in the Service to receive and process information on electronic payments from the Payer's bank card for goods and services /works of the Client;
- registration and maintenance of the Client's e-POS opened for services rendering;
- timely and complete receipt of funds to the Client's current account.

1.3. To register in the Service, the Client submits an application via the remote service channels, as well as information in the form of 'company data file' according to Appendix No. 1 to these General Conditions.

1.4. The Bank withholds the cost of Services from each payment successfully processed by the E-POS Terminal and credited to the Client's current account.

## **II. Rights and obligations of the parties**

### **2.1. Rights and obligations of the Bank:**

2.1.1. Register the Client in the Service within 1 (one) business day maximum after completion of identification. Therewith, the term of technical integration of the Client is determined by the infrastructure of the equipment (devices, billing, software, and other technical tools).

2.1.2. Register and provide e-POS service for the Client in order to fulfill its obligations under the Contract.

2.1.3. Ensure timely and complete transfer of funds received from Payers for the account of the Client.

2.1.4. Protect the confidentiality of the parameters of the trade information received under the Contract.

2.1.5. Ensure the security of information transmission channels, safety, integrity and reliability of information.

2.1.6. Notify the Client on the suspension of Services in advance via the remote service channels, e-mail, or official message if the Client breached these General Conditions for the service or for reasons related to emergency incidents, as well as notify on all facts, which directly affect the interests of the Client under the Contract.

### **2.2. Rights and obligations of the Client:**

2.2.1. Fulfill the obligations, comply with the procedure and conditions provided for in this Contract.

2.2.2. Strictly comply with the current Law of the Republic of Uzbekistan, including e-commerce area.

2.2.3. Strictly comply with the technical requirements for the receipt, verification, and sending of Parameters of trading information, as well as rules for the work with the Service.

### **2.3. The Bank is entitled to:**

2.3.1. Unilaterally suspend the Services in case of breach of this Contract by the Client.

2.3.2. Refuse the Service for the Client if:

- there were detected transactions of the Client with usual signs or ones providing reputational and /or financial risks for the Bank;

- there were detected breaches of the current Law, including the breaches of the rules on countering the legalization of proceeds from criminal acts, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction.

### **2.4. The Client is entitled to:**

2.4.1. Use high-quality and uninterrupted Services provided for in this condition, considering possible restrictions imposed by the executive, judicial or legislative authorities of the Republic of Uzbekistan.

2.4.2. Advertise the services of the Bank or the Service in order to increase their sales, subject to the obligatory mention of the copyright holder of the Service.

## **III. Liability of the parties and settlement of disputes**

3.1. The Parties are liable for the failure to fulfill or improper fulfillment of their obligations according to the current Law of the Republic of Uzbekistan.



3.2 The parties are not liable for the failure to fulfill obligations hereunder if this failure occurred due to the fault of third parties. In this case, the Parties shall do their best to eliminate the reasons for the interruption of the Services using contractual relations with third parties, if any.

3.4. The Bank's area of liability is limited only to the obligations specified in this condition. The Bank is not liable for technical failures in the Service, as well as for legal and other restrictions that resulted in a temporary or complete termination of the Services due to the fault of a third party.

3.5. Payment of forfeit and compensation for losses in case of failure to fulfill or improper fulfillment of obligations by the Party hereunder does not release the Party from the fulfillment of obligations under the Contract.

3.6. All disputes, disagreements, requirements, or claims that may arise or arose from or as related to this Contract, including those relating to its conclusion, modification, execution, breach, termination, expiration, invalidity, or non-conclusion (in whole and/or in part) are subject to settlement in the manner established in the Universal Contract.

#### **IV. Final provisions**

5.1. The Bank amends and /or adds /changes these General Conditions and its parts, as well as approves the new version of these General Conditions, Tariffs, Request in the manner prescribed by the Law of the Republic of Uzbekistan considering the Comprehensive Service Contract and/ or General Conditions.

5.2. In cases not provided for in these General Conditions, the Parties are guided by the Universal Contract.

**COMPANY DATA FILE**

**Name of the company** \_\_\_\_\_

**Legal address:** \_\_\_\_\_

**Landmark:** \_\_\_\_\_

**Full name of Director** \_\_\_\_\_

**Director's contact  
phone number** \_\_\_\_\_

**Full name of  
Accountant** \_\_\_\_\_

**Accountant's contact  
phone number** \_\_\_\_\_

**Details of the  
Company's bank  
account**

**Scope of activity:** \_\_\_\_\_

**Director of the  
Company:** \_\_\_\_\_  
(Signature)

Seal

I hereby confirm the accuracy of the  
above information and assign the above  
employees to be responsible for  
servicing the Payment Acceptance  
Service

**GENERAL CONDITIONS**  
**for Service and Acceptance of Payments in national currency**  
**via a POS terminal**

**Terms and definitions**

<b>Card</b>	is a valid bank card (including a corporate one) issued by the Bank or another commercial bank of the Republic of Uzbekistan - a participant of IPS, which has appropriate agreements with the Bank for mutual card servicing.
<b>Holder</b>	is an individual presenting a Card as a payment instrument. The name of the Holder (or the name of the company for the Corporate Card) is specified on the front side of the Card.
<b>POS terminal</b>	technical means (hereinafter referred to as the 'Equipment') provided by the Bank to the Client for Card Holders servicing: 1. trading terminal is a device, which can verify the Card's financial status, electronically collect information on the Cards and electronically transfer it via communications to the Bank for further processing. 2. remote keyboard is a device, which is used by the Holder to confirm the Card's financial status by entering a PIN code.
<b>Transaction</b>	is a payment made by the Client's employee using the Equipment and the Card presented. The transaction is confirmed by the Card Holder using a PIN code.
<b>Chargeback</b>	is a return of funds to the card account by the Client as related to the Transaction executed.
<b>Paper copies</b>	are the copies of the receipts, control tape, and reconciliation report printed by the Equipment for all Transactions or their total amount for the reporting period.
<b>Encashment (reconciliation)</b>	is the procedure for sending Transactions to the Bank for processing. The Client executes this procedure at least once a day.
<b>Hot Card List</b>	is the list of bank cards, which are prohibited for service as initiated by the Card Holder, as well as for other reasons provided for by the rules of the IPS.
<b>IPS</b>	is UzCard or HUMO interbank payment system, as well as other systems operating in the Republic of Uzbekistan, which establish the rules for issuance and service of Cards in the Republic of Uzbekistan.

**I. General Provisions**

1.1. These General Conditions for Service and Acceptance of Payments in national currency via a POS terminal (hereinafter referred to as the 'General Conditions') regulate the interaction between the Parties when processing information on payments from bank cards and the conclusion of EFT Data Receipt and Processing Agreement via the POS terminal (hereinafter referred to as the 'Contract');

1.2. By using the Equipment provided by the Bank, the Client accepts Cards for payment

for goods or services.

1.3. Mutual settlements under the Contract are made in the national currency of the Republic of Uzbekistan. The Client shall pay the rental fee for the use of the Equipment and the transaction processing to the Bank according to the Bank's Tariffs. Upon expiration of the Contract, it should return the Equipment received from the Bank.

## **II. Rights and Obligations of the Parties**

### **2.1. The Bank shall:**

2.1.1. lease out the Equipment for servicing Card Holders to the Client according to the Transfer and Acceptance Certificate (Appendix No. 1)

2.1.2. within two banking days, transfer the amount of Transactions collected during the current transaction banking day to the Client's account, less the Bank's commission according to the Tariff.

2.1.3. issue reports to the Client on all Transactions executed.

2.1.4. take all measures to ensure the operability of the technological Equipment required to provide service to Card Holders.

### **2.2. The Bank shall be entitled to:**

2.2.1. terminate the Contract unilaterally by notifying the Client 10 (ten days) before if the Client breaches the provisions of clause 4.2.2. of these General Conditions or if the Client does not execute Transactions within one month, or if the Transactions executed by the Client are disputable or suspicious according to the current internal control rules.

2.2.2. suspend the transfer of funds to the Client if:

- the Transaction data was incorrect or improper;
- the Card Holder filed a claim regarding the Transaction, and this claim is satisfied;
- the Client is under transformation or liquidation. In this case, the payments are withheld until the decision of the liquidation commission or other authorized bodies on the legal successor.

2.2.3. unilaterally amend the Tariffs by notifying the Company in advance at least 10 calendar days before the introduction of these amendments by posting notifications on the Bank's website.

2.2.4. if the Client breached clause 4.2.2. and 4.2.3. hereof, receive the penalty from the Client according to the Bank's current Tariff.

2.2.5. in case of loss/ failure of Equipment, receive compensation and a penalty from the Client according to the Bank's current Tariff.

### **2.3. The Client shall:**

2.3.1. accept only valid Cards that are not in the Hot Card List to pay for goods or services on the same terms as for cash payments.

2.3.2. adequately present advertising signs or other materials supplied by the Bank in its premises and use names or images approved by the Bank solely to indicate that the Cards are accepted by the Client as the means of payment.

2.3.3. hold by all available legal and reasonable means the Card presented as payment if it is included in the Hot Card List and if there is a corresponding message on the terminal display.

2.3.4. for the purposes of the Contract, use only the software provided by the Bank. Guard against unauthorized access to the Equipment provided by the Bank and bear relevant responsibility.

2.3.5. provide the Card Holder with the printed copy of the receipt to confirm the Transaction.

2.3.6. within one banking day after notifying the Bank, return the amount of any Transaction to the Bank, which the Bank is entitled to claim from the Client according to the Contract.

2.3.7. within 3 (three) business days, inform the Bank on all changes in details, including



bank details /change of the Merchant's management followed by the submission of duly certified copies of documents confirming the relevant changes.

2.3.8. if there is a technical or software malfunction of the Equipment, the Client shall notify the Bank, deliver /transfer the Equipment to the Bank based on the Certificate of Equipment Return (Appendix No. 3) not later than one business day.

2.3.9. prevent damage or loss of Equipment. In case of damage or loss, immediately notify the Bank in writing.

2.3.10. after the expiration of the contract or its early termination, return the equipment to the Bank intact and safe within 3 (three) days.

2.3.11. terminate the service of cards from the date of termination of this condition.

2.3.12. pay the Bank's fees according to the Bank's Tariffs.

2.3.13. in case of negligent handling of the Equipment or if the Client breached the provisions of cl. 4.2.2. and 4.2.3., which resulted in failure of the Equipment to operate and function, pay a penalty to the Bank according to the Bank's current Tariff within 10 business days after receiving the Bank's notification.

2.3.14. in case of negligent handling of the Equipment or if the Client breached the provisions of cl. 4.2.2. and 4.2.3., which resulted in the restoration of operation and function of Equipment by a company, which repairs (maintains) terminals and communication lines, pay the Bank a penalty amounted to the repair of the Equipment within 10 business days after receiving the Bank's notification.

2.3.15. in case of loss of Equipment, pay a penalty to the Bank according to the Bank's current Tariff.

2.3.16. in case of termination of the Contract, provide the Equipment to the Bank within 3 (three) business days.

2.3.17. fill in the Company Data File specified in Appendix No. 2 to these General Conditions.

**2.4. The Client shall be entitled to:**

2.4.1. request statements for Transactions executed from the Bank.

2.4.2. request the Bank to provide additional training to the Client's staff.

**2.5. The Client is not entitled to:**

2.5.1. issue cash when the payment is returned, i.e. when the Owner refuses the goods or services. In this case, the Client transfers the funds to the Card Holder's card account by non-cash transfer.

2.5.2. accept the Cards included in the Hot Card List as a payment instrument.

2.5.3. transfer Equipment and information on the Transaction to other persons and companies, except for persons who have supervising functions according to the current Law of the Republic of Uzbekistan.

2.5.4. re-submit data in any form for the same Transaction.

2.5.5. open the case of the Equipment, independently repair it, replace components of the Equipment, modify the software provided by the Bank.

### **III. Settlement of Accounts**

3.1. The Client pays the Bank a rental fee according to the Bank's current Tariff for the use of the Equipment.

3.2. Regardless of the date of Equipment provision, the Bank debits the amount of the rent without acceptance based on a transaction memo not later than the last banking day of the current (paid) month.

3.3. If there are no or insufficient funds in the Client's accounts to cover the debt to the Bank, the outstanding part of the debt is covered by issuing a payment request to the main account. Here, the Client agrees (provides acceptance) for such a write-off.

#### **IV. Liabilities of the Parties**

**4.1. The Bank is not liable for:**

4.1.1. ensuring payments for Transactions that do not correspond or contradict the Contract.

**4.2. The Client is fully liable for:**

4.2.1. service of Cards included in the Hot Card List;

4.2.2. damage to the Bank by the Client in case of breach of Contract.

4.2.3. safety and operability of the Equipment transferred to the Client.

4.3. The Parties are liable for the failure to fulfill or improper fulfillment of their obligations according to the current Law of the Republic of Uzbekistan.

4.4. The Bank's area of liability is limited only to the obligations specified in this General Condition. The Bank is not liable for technical failures in the Equipment, as well as for legal and other restrictions that resulted in a temporary or complete termination of the Services due to the fault of a third party.

4.5. Payment of forfeit and compensation for losses in case of failure to fulfill or improper fulfillment of obligations by the Party hereunder does not release the Party from the fulfillment of obligations under the Contract.

#### **V. Final Provisions**

5.1. All disputes, disagreements, requirements, or claims that may arise or arose from or as related to this Contract, including those relating to its conclusion, modification, execution, breach, termination, expiration, invalidity, or non-conclusion (in whole and/or in part) are subject to settlement in the manner established in the Universal Contract.

5.2. The Bank amends and /or adds /changes these General Conditions and its parts, as well as approves the new version of these General Conditions, Tariffs, Request in the manner prescribed by the Law of the Republic of Uzbekistan considering the Comprehensive Service Contract and/ or General Conditions.

5.3. In cases not provided for in these General Conditions, the Parties are guided by the Universal Contract.

a t **Equipment Transfer and Acceptance Certificate**

T shken

This Certificate is made to certify that the Bank transfers and the Client receives the following Equipment for the service of plastic cards holders:

<b>Name of the equipment</b>	<b>Number of units (pcs.)</b>	<b>Cost per unit (UZS)</b>	<b>Serial number</b>	<b>Asset number</b>

The property is in good repair by the time of transfer.

**Bank:**  
**Transferred**

**Client:**  
**Accepted**

a t

### COMPANY DATA FILE

Name of the company \_\_\_\_\_

Legal address: \_\_\_\_\_

Landmark: \_\_\_\_\_

Full name of Director \_\_\_\_\_

Director's contact  
phone number \_\_\_\_\_

Full name of  
Accountant \_\_\_\_\_

Accountant's contact  
phone number \_\_\_\_\_

Details of the  
Company's bank  
account

Scope of activity: \_\_\_\_\_

If the Company has several outlets for the sale of goods/services and the equipment is installed in different parts of the city/ district, please provide contact information on these outlets:

<i><b>Name of outlet:</b></i>	<i><b>Contact information</b></i>
	Address:
	Landmark:
	Contact phone numbers:
	Full name of the contact person:

### Certificate of Equipment Return

Tashkent

This Certificate is made to certify that the Client transfers and the Bank receives the following Equipment for the service of plastic cards holders:

Name of the equipment	Number of units	Cost per unit (UZS)	Serial number	Asset number
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<sup>a</sup><sub>t</sub> \*Cost of equipment as of the date of receipt according to the Equipment Transfer and Acceptance Act.

**The reason for Equipment return** (checks the box, fill in the appropriate fields):

☐

**Termination of Contract No.** \_\_\_\_\_ **dd.** \_\_\_\_\_, **20** \_\_\_\_\_

Condition of equipment:

☐

**Equipment Malfunction**

- 1. Due to the Client's fault**, if there is one of the following signs of damage: *traces of forced opening of the Equipment, damage to the Equipment by chemical substances, damage to the Equipment as a result of fire, as well as traces of replacement of components of the Equipment, modifications to the software provided by the Bank:*

(specify the reason)

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- 2. Premature wear of Equipment or software fault.**

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