APPROVED
by the Financial Committee
of Joint-Stock Commercial Bank
“Kapitalbank”
“23” June 2026
(Minutes No. 22/26)

RULES

OF COMPREHENSIVE BANKING SERVICES FOR INDIVIDUALS AT JOINT-STOCK COMMERCIAL BANK KAPITALBANK

(Revision No. 2, which shall enter into force on “23” June 2026 and shall supersede Revision No. 1, which was effective from 21.12.2019)

Tashkent – 2026

I. GENERAL PROVISIONS

1.1. These Rules for Comprehensive Banking Services for Individuals at JSCB "Kapitalbank" (hereinafter – the "Rules") in this revision shall determine the general terms and conditions and procedure for providing comprehensive services to the Customer, as well as the possibility for the Customer to obtain certain banking products at JSCB "Kapitalbank" (hereinafter – the "Bank") in accordance with the legislation of the Republic of Uzbekistan, these Rules and the Appendices hereto.

1.2. For the purposes of these Rules, the following terms and definitions shall be used:

Subscriber Device – a personal computer, smartphone (Mobile Device) or other device of the Customer connected to telecommunication (data transmission) lines for interaction within the framework of the Comprehensive Banking Services Agreement (CBSA);

Authorization – permission to perform a Transaction with or without the use (one-off transactions) of a Card and/or Account or Card details, granted by the Bank / Processing Center based on verification of information security elements confirming the lawfulness of the Transaction, contained in the request for its performance;

Email Address – the email address specified by the Customer when completing the Application Questionnaire, for receiving messages from the Bank and the Verification Code. Within the framework of the CBSA, the Customer may have only one email address at any given time;

Authentication – a verification procedure certifying the authority to use Remote Banking Services (RBS) as a result of the correct entry of the Login, Password or Verification Code and/or successful completion of facial recognition and/or fingerprint verification using biometric data, and/or entry of an access code, and/or entry of the Verification Code from an SMS/PUSH notification and/or the Card PIN. A positive Authentication result confirms that all actions are performed by the Customer personally, and also recognizes them as equivalent to a handwritten signature on a paper document, and therefore the Customer shall bear full responsibility for all Transactions performed after successful Authentication;

Banking Product – a separate banking service or a functionally arranged set of banking services and auxiliary actions with predetermined characteristics (parameters), aimed at satisfying certain Customer needs (for example, opening a Card, placing a Deposit, granting a Loan, etc.), provided by the Bank only after the Customer has undergone Identification and/or Digital Identification;

Beneficial Owner – an individual who has the right (ability), including on the basis of a contract with the Customer, to exert direct or indirect (through third parties) significant influence on decisions made by the Customer, to use their powers to influence the amount of the Customer's income, and who is able to influence the Customer's decisions on conducting transactions (including those bearing credit risk (on the issuance of loans, guarantees, etc.) and financial transactions). The Beneficial Owner of a Customer who is an individual shall be deemed to be such individual, unless there are grounds to believe that another individual is the Beneficial Owner;

Blocking – a full or temporary prohibition on the performance of transactions on the Account and/or with the use of the Card.

Verification – a set of measures taken by the Bank to establish, as required by the Applicable Law, information about a Customer who has previously undergone Identification and has re-applied to the Bank for services, and to confirm the identity and accuracy of such data against the data obtained by the Bank during the initial Identification of the Customer, for the purpose of conducting

proper customer due diligence. Verification of a Customer shall be conducted on the basis of the original identity document / duly certified copies of identity documents or on the basis of an Electronic Identity Document. Identity documents presented by the Customer in accordance with the Applicable Law must be valid as of the date of their presentation to the Bank;

Days Off – non-working and public holidays in accordance with the Applicable Law.

Applicable Law – the effective normative legal acts of the Republic of Uzbekistan, namely laws, by-laws, regulations and resolutions (orders, letters) of the Central Bank of the Republic of Uzbekistan, ratified international treaties and agreements. In doing so, the Customer agrees and undertakes to comply with the internal rules (documents) of the Bank adopted in execution of the requirements of the Applicable Law;

RBS – remote banking services expressed in the Bank providing the Customer with a range of services without the involvement of an authorized Bank employee using RBS services;

CBSA – the Comprehensive Banking Services Agreement concluded between the Customer and the Bank by the Customer's accession to these Rules, which set out the terms and procedure for concluding Agreements and providing services to Customers within the framework of RBS. These Rules and the Appendices hereto, the Bank's Tariffs, the Public Offer / Accession Agreement, as well as the Application duly completed by the Customer, together constitute the CBSA concluded between the Customer and the Bank;

Agreement – an agreement on the provision of a banking product concluded between the Bank and the Customer within the framework of the CBSA, in the manner and on the terms established by these Rules and the relevant Appendix hereto, which shall also satisfy the requirement for a transaction to be made in simple written form in the cases provided for by the civil legislation of the Republic of Uzbekistan and the legislation on electronic document flow, and shall entail legal consequences similar to those of transactions made with the physical presence of the person (the mutual presence of the persons) entering into the transaction. Such Agreements may not be challenged solely on the ground that the actions are not confirmed by documents drawn up on paper;

Identity Document – an identity document, namely: a biometric passport of a citizen of the Republic of Uzbekistan or an identification ID card of a citizen of the Republic of Uzbekistan, or a biometric passport of a citizen of the Republic of Uzbekistan for travel abroad, or a new-style national driver's license, or a birth certificate of a citizen under 16 years of age, or an identity card, or military IDs of servicemen issued by the command of military units and military institutions (except for military IDs of persons liable for military service), or a foreign national's passport, or a residence permit in the Republic of Uzbekistan of a foreign national / stateless person (or an identification ID card of a foreign national / stateless person issued in the Republic of Uzbekistan). The Bank shall conduct proper due diligence of the Customer only against the original Identity Document / duly certified copies of the Identity Document, or an Electronic Identity Document. Identity documents presented by the Customer in accordance with the Applicable Law must be valid as of the date of their presentation to the Bank;

Available Funds – the balance of funds in the Account / on the Card, within which the Customer may perform Transactions. Available Funds shall equal the sum of the balance of the Customer's own funds in the Account / on the Card and the unused credit limit, less the authorized amounts of Transactions performed using the Card;

Unified Branch – the Unified Branch of JSCB “Kapitalbank”;

Indebtedness – all monetary amounts payable by the Customer to the Bank under the CBSA and the Agreement(s) / under other agreements concluded between the Customer and the Bank, but not provided for by the CBSA / other agreements, including the outstanding loan amount, accrued but

unpaid interest, penalties and other payments, fees under the Bank's Tariffs, and other payments provided for by the relevant Agreement, as well as by the norms of the Applicable Law;

Application – a document in electronic or paper form, drawn up in the form established by the Bank and signed by the Customer, indicating the essential terms and conditions of the Banking Product Agreement. The Application shall be an integral part of the Banking Product Agreement. An Application submitted via RBS shall be signed by the Customer by clicking the relevant transaction confirmation button in the RBS interface;

Identification – a set of measures taken by the Bank to establish, as prescribed by the legislation of the Republic of Uzbekistan on counteracting the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, information about the Customer, and to confirm the reliability of such information on the basis of originals and/or duly certified copies of Identity Documents or on the basis of an Electronic Identity Document. Identity Documents presented by the Customer in accordance with the Applicable Law must be valid as of the date of their presentation to the Bank;

Information Transaction – a transaction whereby the Bank provides the Customer, upon Customer Authentication, with information on the status and use of Accounts / Cards, transactions performed on Accounts / Cards, as well as statements on Accounts / Cards and other transactions, or by providing the same at the Bank's Offices upon the Customer's application with an Identity Document;

Card – any bank card belonging to the Processing Center, which is an instrument for non-cash settlements of funds and is intended for performing transactions on a Special Card Account. Settlements using the Card shall be carried out in accordance with the Applicable Law, these Rules and the rules of the Processing Center to which the Card belongs. In the text of these Rules, the term Card may mean a Card issued by JSCB “Kapitalbank” or any other commercial bank of the Republic of Uzbekistan, unless otherwise provided by the Rules and the Agreement. The Appendices to the Rules provide a separate definition of the term “Card”.

For the purposes of performance of the CBSA and the Agreements, the following may be understood as a Card:

Plastic/metal card – a payment bank card (including a payment sticker) issued under the rules of one of the Payment Systems specified in the Agreement, which is a physical means of access to the Customer's funds in the Special Card Account through ATMs, terminals and/or other devices, enabling the Customer to make payments, receive cash, perform currency exchange and/or other transactions determined by the issuer of the Card and on its terms;

Virtual Card – a payment bank card issued under the rules of one of the Payment Systems, issued and operating online via Mobile Bank, intended for payments on the Internet and/or by means of QR codes, representing the bank card details required for making payments on Internet websites. A Virtual Card shall be issued without a physical medium, only in electronic form;

Digital Card – a Virtual Card for which a Token has been issued, which also enables transactions at POS terminals, ATMs and other devices using the Token through contactless NFC payment.

Customer – an individual (resident or non-resident) who has undergone Identification or Digital Identification and has concluded the CBSA with the Bank, and, in the cases established by the Rules, separate Banking Product Agreement(s), unless otherwise provided by the Rules and the Agreement;

Code Word – a word/phrase used by the Customer in the relevant RBS interface to restore the Password. All actions of the Customer performed using the Code Word shall not be subject to challenge and shall be recognized as performed by the Customer personally and shall give rise to

legal consequences for the Customer similar to the use of handwritten signatures in accordance with the requirements of the Applicable Law;

Compromise – the loss or suspected loss by the Customer of Access Credentials or other data enabling Authentication, and/or the emergence of suspicion that third parties have gained access to the Access Credentials or other data enabling Authentication.

Loan – funds provided to the Customer by the Bank in cash/non-cash form on the terms of a loan agreement, online micro-loan, credit card agreement and other agreements on the provision of the Bank's credit products;

Credit Card / Installment Card – a bank payment card intended for performing transactions, settlements under which are carried out using funds provided by the Bank to the Customer within the established limit and in accordance with the terms of the credit product;

Credit Limit – the maximum amount of funds that the Bank is ready to offer/provide to the Customer within the framework of a certain credit product for a specified term determined by the Bank. The Credit Limit may be determined by the Bank for the purpose of forming a personalized offer to the Customer for the Bank's products or upon the Customer's request, based on the Customer's solvency, including an analysis of their income and/or expenses, current debt burden, credit history data and other available sources;

Personal Cabinet – a cabinet in Mobile Bank, access to which (upon Authentication) provides the Customer with access to RBS;

Login – the Mobile Phone Number used for registration of Mobile Bank, subsequently used repeatedly for Authentication of the Customer when providing access to RBS services.

Mobile Bank – an RBS service that enables the Customer, without the involvement of an authorized Bank employee, by means of a mobile application or website pre-installed on a mobile device (mobile phone, smartphone, tablet, computer, etc.) and upon Authentication, to receive information on all Accounts and Banking Products opened in their name, to submit Applications, including to purchase Banking Products and perform one-off transactions, as well as to receive reference information about banking services and an Information Transaction;

International Payment System (IPS) – the payment systems Visa, Mastercard and UnionPay, etc.;

National Payment System (NPS) – the payment systems Humo and Uzcard;

Mobile Phone Number – the mobile (cellular) phone number specified by the Customer when concluding the CBSA in the Application Questionnaire in the field “Mobile Number”, or registered in the Bank's customer database. Within the framework of the CBSA, the Customer may have only one Mobile Phone Number at any given time, specified as the primary contact number for informational and contractual interaction with the Bank;

Unjust Enrichment – the acquisition or saving of property (including money) at the expense of another person without legal grounds (a contract, law or transaction).

Transaction – any transaction performed in accordance with the Applicable Law, the Rules, the Bank's Tariffs (as necessary) and the rules of Processing Centers (as necessary), resulting in the crediting / debiting or transfer of funds to / from an Account or from a Card to a Card, cash withdrawal, etc.;

Operating Day **–** a part of a banking day (working days with an open balance, during which the Bank performs settlement transactions and services Customers), denoting the time allocated for the acceptance and processing of cash and settlement documents and the posting of banking transactions to accounting accounts;

Organization **–** an organization that has entered into an agency agreement with the Bank for the provision of payment services and that performs in-person Identification of the Customer on behalf of the Bank at the time of Card delivery;

Bank Office **–** any subdivision of the Unified Branch, including its smart banks, mini-banks, banking service centers, etc. The list of Bank Offices is available on the Bank's Website, at Bank Offices and in RBS;

Password **–** a sequence of numeric and alphabetic characters associated with the Login assigned to the Customer, which enables unambiguous Authentication of the Customer. The Password shall be set by the Customer independently upon registration in Mobile Bank;

Partner **–** for the purposes of the CBSA and the Agreements, a Partner shall mean:

a) an organization that has entered into a mutual identification agreement with the Bank;

b) persons belonging to the same banking holding as the Bank / the Bank's affiliates, as well as companies (partner banks, auditors, insurers, telecommunication network operators and providers, transport companies, railway/air carriers, consulting and appraisal companies, supermarkets, restaurants and other private and state organizations, agencies, individual entrepreneurs, securities market participants and others) with which the Bank has contractual (partnership) relations. Complete and up-to-date information on the Bank's Partners in terms of their participation in Loyalty Programs is available on the Bank's Website;

Personal Data **–** any information relating to the Customer as an individual and allowing the Customer to be identified, including: surname, first name, patronymic, date and place of birth, identity document details, residential address, phone number, email address, biometric data, income information and other data provided by the Customer to the Bank or obtained by the Bank in the course of performing the CBSA and the Agreements;

PIN code **–** a digital personal identification number assigned to each Card by the Bank/Processing Center or set by the Customer independently through RBS channels, and used to identify the Customer when performing transactions using the Card at ATMs, terminals, etc., as well as certifying the right to dispose of funds recorded on the Card Account, confirming that the instruction is given by the Cardholder, and restricting third parties' access to information stored on the Card. The PIN code is confidential information and must be kept secret. The method of assigning the PIN code shall be determined by the Bank and/or the Processing Center. All actions of the Customer performed using the PIN code shall not be subject to challenge and shall be recognized as performed by the Customer personally and shall give rise to legal consequences for the Customer similar to the use of a handwritten signature in accordance with the requirements of the Applicable Law;

Payment System **–** the national payment systems Uzcard EMV and/or HUMOCARD / Humo (hereinafter – the NPS), as well as the international payment systems Visa International and/or Mastercard Inc. and/or UnionPay (hereinafter – the IPS) or others;

Recurring Payment Subscription **–** regular (periodic) debiting of a certain amount from the Card, performed without presenting the Card to the merchant/Supplier on the basis of the Customer's previously given consent, while the Card credentials are stored with the merchant/Supplier;

Confirmation Window **–** an interface in the RBS by means of which the Customer performs actions confirming their consent to all essential terms and conditions of the Agreement and the

Bank's Tariffs, as well as signifying the Customer's full and unconditional consent to the general terms and conditions of the Agreement set out in the Appendix to these Rules. All actions of the Customer performed using the Confirmation Window shall not be subject to challenge and shall be recognized as performed by the Customer personally and shall give rise to legal consequences for the Customer similar to the use of handwritten signatures in accordance with the requirements of the Applicable Law;

Instruction – a document in electronic or written form submitted to the Bank via RBS or at a Bank Office, containing the Customer's instruction to the Bank to transfer the amount specified in the Instruction from the Account/Card to the Account/Card of the payee, as well as to acquire Banking Products and perform other One-off Transactions. An Instruction submitted via RBS shall be signed by the Customer by confirming the Transaction and/or by entering the Verification Code (where technically available) in the Confirmation Window in the relevant RBS interface;

Supplier – a business entity that technically and legally enables acceptance of electronic payments by means of the Account/Card for goods (works, services) and/or digital electronic content sold by it;

Customer's Representative (Representative) – an individual acting on behalf of and in the interests or at the expense of the Customer, whose authority is based solely on a notarized power of attorney (or one equivalent thereto in accordance with the Applicable Law). The Customer's Representative shall be entitled to perform actions in accordance with the CBSA, except for those which, under the terms of the CBSA and/or the Applicable Law, must be performed by the Customer personally. The Customer's Representative, whenever applying to the Bank on behalf of the Customer, shall personally present the original Identity Documents in accordance with the requirements of the Applicable Law and these Rules;

Verification Code – a special one-time variable code generated by the Bank and sent to the Customer as an SMS message to the Mobile Phone Number and/or to the Customer's Email Address. All actions of the Customer, including Transactions performed using the Verification Code, shall not be subject to challenge and shall be recognized as performed by the Customer personally and shall give rise to legal consequences for the Customer similar to the use of handwritten signatures in accordance with the requirements of the Applicable Law. Entry of the Verification Code shall constitute acceptance of the Public Offer in accordance with Article 370 of the Civil Code of the Republic of Uzbekistan;

Processing Center – the Unified National Processing Center (UNPC) and/or the National Interbank Processing Center (HUMOCARD / Humo) and/or Visa International and/or Mastercard Inc. and/or UnionPay or other Payment Systems;

Loyalty Program – any of the loyalty programs operating at JSCB “Kapitalbank” and encouraging the Customer to purchase goods (works, services, digital content) from Partners that have joined the Loyalty Program;

One-off Transaction – payment for the sale of goods (works, services, digital content) of Suppliers, repayment of loans issued by commercial banks of the Republic of Uzbekistan, and other services provided by the Bank in accordance with the Applicable Law without opening a bank account, which is not repeated at least within one month;

Spending Limit – a restriction on the use of funds on the Account / Card established by the Bank in accordance with the Customer's application and the Agreement (where the Bank has such capability);

Standing Instructions (auto payment) – instructions for the transfer of funds with a specified

frequency of their execution;

Bank's Website – the Bank's official website on the Internet located at: www.kapital24.uz and https://kapitalbank.uz.

Sanctions – collective or unilateral coercive measures of an economic or other nature applied by decision of states or international organizations to states, organizations, or to individual natural and/or legal persons;

Sanctions List – *states, organizations or individual natural and legal persons subject to sanctions of the UN Security Council, the European Union and the Office of Foreign Assets Control (OFAC) – a division of the U.S. Department of the Treasury, or of other states and international organizations, which may impose sanctions against the Bank that directly or indirectly threaten the functioning of the Bank;*

SBI **–** the Biometric Identification System, which ensures genuine identification and authentication of individuals by unique biometric facial parameters, for the purpose of providing them with authorized access to remote banking services;

Customer Support Service – a Bank division providing support to Customers on the use of Banking and Financial Products within the framework of RBS. The telephone number of the Customer Support Service is available on the Bank's Website;

Access Credentials **–** the Login and Password intended for Authentication of the Customer when logging into the Personal Cabinet;

Parties **–** the Bank and the Customer referred to jointly.

Account – a bank account opened by the Bank on the basis of the Customer's Application, in accordance with the Banking Product Agreement, in the manner established by the Applicable Law.

Within the framework of the CBSA, several types of Accounts may be opened for the Customer, which, when referred to separately in the text of the Rules, are:

Special Card Account (SCA, Card Account) **–** a bank account intended for the recording of funds under Transactions performed using the Card or its details;

Term Deposit Account **–** a bank account intended for the recording of a term deposit, as well as for receiving income in the form of interest accrued on the amount of placed funds;

Demand Account – a bank account intended for the recording of funds of individuals used for current purposes;

Loan Account **–** a bank account used for settlements related to the performance of loan obligations under loan agreements, loan (micro-loan) agreements, overdraft agreements concluded with the Bank;

Remote Account (Wallet) **–** a bank account used for the recording of funds in bank accounts of individuals managed through remote service systems.

Bank's Tariffs **–** documents approved by the Bank determining the financial and other terms of servicing the Customer by the Bank, including rates and fees. The Bank's Tariffs are available on the Bank's Website and/or at Bank Offices and are an integral part of the CBSA;

Loss of Access Credentials **–** the acquisition by third parties, with or without the Customer's knowledge, of one or more Access Credentials;

Losses **–** expenses which the Bank has incurred or will have to incur to restore the violated right when servicing the Customer, loss of or damage to the Bank's property (direct damage), as well as lost income which the Bank would have received under ordinary conditions of civil commerce if its right had not been violated by the Customer (lost profit);

Digital Identification **–** the process of verifying and confirming the Customer's identity on the basis of the requirements established by the Applicable Law, using the Bank's information systems or information systems provided to the Bank by third parties on a contractual basis. Customers who have undergone Digital Identification through RBS or through a Bank Partner shall be provided with Banking Products and Transactions to the extent and within the limits established by the Applicable Law and the Bank's internal rules (documents);

Digital authentication — the process of verifying and confirming the Client's identity by means of automatic (without human involvement) comparison of a photo or video image obtained in real time from a previously identified Client against the source identification data.

Electronic ID document (e-ID) — an identification document presented through the mobile application of the "Unified Portal of Interactive Government Services" (MyGov) or the "Social Card" mobile application of the National Agency for Social Protection under the President of the Republic of Uzbekistan.

Visa Subscription Manager — Visa's automated service that performs subscription identification and subscription activity management processes. Visa shall be responsible for the service's operability and for the execution of the Client's instructions regarding the suspension and/or reinstatement of subscriptions.

IVR (Interactive Voice Response) — an interactive voice menu, i.e. a system of pre-recorded voice messages that performs the function of routing calls within the call centre based on the Client's input via the telephone keypad using tone dialling.

PUSH notification — a message in the form of a pop-up notification sent by the Bank via the Internet to the Client's Personal Account in the Remote Banking System (RBS). The sending of PUSH notifications by the Bank through the RBS shall constitute proper notification of the Client in connection with Transactions made using the Card or its details, as well as other SMS messages in accordance with the Rules.

SMS notification service / SMS — a service of the Bank / Processing Centre provided to the Client, enabling the Client to receive SMS messages (SMS notifications) from the Bank / Processing Centre to the Mobile Phone Number or via the Telegram bot (@KapitalbankBot) in connection with Transactions made using the Card or its details, as well as other SMS messages in accordance with the Rules.

1.2.1. Additional terms and definitions are set forth in the Agreements / Public Offer. In the event of any conflict between the terms and/or definitions used in the Rules and the Appendixes to the Rules, the terms and/or definitions used in the Appendixes to the Rules shall prevail.

1.2.2. Terms and definitions not defined in the Agreements and the Rules shall be applied in the meanings established by the Applicable Law and/or the internal rules (documents) of JSCB "Kapitalbank" in accordance with their literal meaning and interpretation based on the context of the phrase.

1.3. Procedure for New Clients' Accession to the Rules.

1.3.1. Accession to the Rules and, accordingly, the conclusion of the RBS Agreement shall be effected in accordance with Articles 358, 360, 367 and 370 of the Civil Code of the Republic of Uzbekistan by performing one of the following conclusive actions:

· signing the Accession Agreement to the Rules at the Bank's Office (Appendix No. 1 to these Rules),

or

· accepting the Public Offer (acceding to the Rules) via Mobile Banking (Appendix No. 2 to these Rules),

which shall evidence the Client's accession to these Rules.

1.3.2. Accession to the Rules shall be made in whole and in full, without any conditions, exceptions or reservations. Nothing in these Rules shall limit the Client's right to protect its rights in accordance with the procedure provided for by the legislation of the Republic of Uzbekistan.

1.4. Procedure for Existing Clients' Transition to the Terms of the New Version of the Rules.

1.4.1. These Rules are set forth in Version No. 2 as of the date indicated on the first page of these Rules. The RBS Agreements and/or Agreements with Clients concluded earlier shall remain in effect on the terms of this Version upon receipt of their consent in accordance with sub-clause 1.4.2 of these Rules.

1.4.2. The consent of an existing Client shall be expressed by performing any of the following conclusive actions after 1 June 2026:

a) continued use of Mobile Banking;

b) logging in to the Personal Account;

c) making Transactions and/or submitting Instructions;

d) making payments or confirming the debiting of funds;

e) applying for a new Banking product.

1.4.3. The performance by an existing Client of any of the actions provided for in clause 1.4.2 of these Rules shall constitute the Client's full and unconditional acceptance of the terms of this version of the Rules, which shall enter into force for such Client as of the moment the respective action is performed.

1.4.4. In the event of disagreement, the Client shall be entitled to submit a refusal via www.kapital24.uz or apply to the Bank's Offices prior to performing the actions specified in clause 1.4.2 of these Rules.

1.4.5. This Version shall apply to new Agreements from 1 June 2026, and to existing Agreements — from the moment of the Client's consent.

1.4.6. The current version of these Rules is posted on the Bank's website on the Internet at: www..uz.

The archive of versions of the Rules is posted on the Bank's website on the Internet at: www./archive.uz.

1.5. For the purpose of entering into individual Agreements within the framework of an already concluded RBS Agreement, the Client shall submit to the Bank an application executed at the Bank's Offices or via RBS channels using authentication data, access codes and/or signed with an electronic digital signature in accordance with the procedure established by these Rules and the relevant Appendixes to the Rules.

The entry (communication to the Bank) by the Client of Authentication Data and/or Access Codes when completing an application and/or the submission to the Bank of an application signed with an electronic digital signature shall constitute the conclusion between the Bank and the Client of an Agreement on the terms set out in the application, the Rules and the Appendixes thereto, as well as in the Tariffs.

1.6. For the purpose of familiarising Clients with these Rules and the Bank's Tariffs, the Bank shall publish them by one or more of the following means:

· posting information on notice boards at the Bank's Offices;
· posting them on the Bank's website on the Internet at www.kapital24.uz;
· by other means enabling the Client to obtain the information and establish that it originates from the Bank.

1.7. Given that the RBS Agreement is a public contract and the cost of banking and one-off services is set equally for all Clients (except for cases where the legislation of the Republic of Uzbekistan permits the provision of benefits for certain categories of Clients), amendments and/or supplements to the Rules, including the Appendixes thereto, to the number and composition of the Appendixes, as well as to the Agreements and the Bank's Tariffs, may be initiated solely by the Bank in accordance with paragraph 1 of Article 382 of the Civil Code of the Republic of Uzbekistan.

1.8. The Parties have agreed that the Bank shall be entitled to make amendments and/or supplements to these Rules, including the Appendixes to the Rules, the Agreements and the Bank's Tariffs, in connection with changes in the norms of the Applicable Law and/or the rules of Payment Systems and/or the Bank's introduction of new products/services and/or changes in the technology of providing banking products and/or the terms of Loyalty Programmes and/or at the Bank's sole discretion.

1.8.1. The Bank shall make amendments and/or supplements by sending the Client a notice of the new (amended) version of the Rules, the Appendixes to the Rules, the Agreements and the Bank's Tariffs no later than 10 (ten) calendar days prior to the intended date of the amendment and/or supplement, except for amendments and/or supplements arising from changes in the Applicable Law or changes in the name or legal/postal address of the Bank / Bank's Office, in which case the notice period shall be no less than 1 (one) calendar day, by any of the following means (at the Bank's option):

- via remote servicing channels, including by sending a corresponding electronic notification to the Client's Personal Account;
- by posting a corresponding announcement on the Bank's website on the Internet at www.kapital24.uz;
- by posting the updated documents on information boards at the Bank's Offices;
- by sending a written notice to the Client's residential address and actual place of residence known to the Bank.

1.8.2. The Client shall be entitled, prior to the effective date of the amendments, to terminate the RBS Agreement and/or the respective Agreement in accordance with the procedure provided for by the Applicable Law and the terms of such agreements and/or the RBS Agreement.

1.8.3. If, prior to the effective date of the amendments and/or supplements made in accordance with this clause of the Rules, the Bank has not received a written notice from the Client on termination of the RBS Agreement and/or the Agreement(s), this circumstance shall constitute the Client's unconditional and full consent to the amendments and/or supplements being made. In this case, the written form of the agreement on amending and/or supplementing the Comprehensive Banking Services Agreement and/or the Agreement (the agreement on provision of a banking product) shall be deemed complied with in accordance with Article 366 of the Civil Code of the Republic of Uzbekistan.

1.8.4. The Client's consent to the amended and/or supplemented RBS Agreement and/or Agreement shall be confirmed by the Client's performance of Transactions, and/or continued use of Mobile Banking by the Client, and/or the Client's logging in to the Personal Account, and/or submission of Instructions by the Client, and/or making payments or confirming the debiting of funds, and/or applying for a new Banking product.

II. SUBJECT MATTER OF THE COMPREHENSIVE BANKING SERVICES AGREEMENT.

2.1. The subject matter of the RBS Agreement shall be the establishment of the procedure and general terms and conditions for the Bank's provision to the Client of Banking products, services and the execution of Transactions specified in these Rules and the Appendixes thereto, both at the Bank's Offices and via Remote Banking Services (RBS).

2.2. The Client shall be entitled to use any Banking product offered by the Bank within the framework of the RBS Agreement by entering into an Agreement in accordance with the procedure established by the Appendixes to the Rules and the Bank's Tariffs, by submitting a respective Application (either in writing at the Bank's Office or via RBS).

The concluded Agreement shall be an integral part of the RBS Agreement. The procedure and the effective date of the Agreement shall be determined by the respective Appendix to the Rules. The Client shall acquire the respective rights and obligations under the banking service specified by the Client in the Application.

Applications submitted via RBS shall be deemed submitted by the Client in person and shall be recognised as equivalent to the respective paper documents signed by a handwritten signature, and shall give rise to rights and obligations of the Parties under the agreement analogous to those arising from such paper documents.

2.3. The provision of banking services within the framework of the RBS Agreement shall be carried out by the Bank in accordance with the Client's Applications, the Agreements and the Bank's Tariffs in effect as of the date of the Transaction (provision of the service), unless otherwise stipulated by the Agreement.

2.4. Clients who have undergone Identification at the Bank's Offices / through an Organisation shall be provided with the opportunity to use all available Banking products, subject to the limits established by the Applicable Law and the Bank's internal rules (documents) for Identified Clients.

Clients who have undergone Digital Identification via RBS / in the Partner's mobile application shall be provided with a limited range of Banking products, subject to the limits established by the Applicable Law and the Bank's internal rules (documents) in respect of remotely identified Clients.

2.4.1. By acceding to these Rules, the Client hereby gives its consent (without acceptance) and instructs the Bank to supplement the RBS and/or the Bank's internal systems with the data on the Client's Personal Identification Number of an Individual (hereinafter — the PINFL) or to update the

Client's PINFL data in the RBS and the Bank's internal systems.

The Bank shall perform the said actions:

· upon the Client's request — via a written and/or oral request through the Bank's Offices and/or the Contact Centre and/or the Customer Support Service and/or via email customer_support@kapitalbank.uz and/or via the Telegram bot of the cross-platform messenger "Telegram" and/or other channels ensuring communication with the Bank;

· at the Bank's initiative, irrespective of the Client's request — upon detecting the absence of the Client's PINFL data or the discrepancy between the PINFL data and the current information in the RBS and the Bank's systems. In this case, for the purpose of entering and/or updating the Client's PINFL data, the Bank shall have the right to independently obtain and use information from official sources of the Republic of Uzbekistan, including state information systems and registers.

Pursuant to Article 357 of the Civil Code of the Republic of Uzbekistan, the Parties have agreed that sub-clause 2.4.1 of these Rules shall apply to their relations arising from 1 January 2025.

2.4.2. By acceding to these Rules, the Client hereby gives its consent (without acceptance) and instructs the Bank to supplement the RBS and/or the Bank's internal systems with the Client's Personal Data and/or to update the Client's Personal Data in the RBS and/or the Bank's internal systems based on the information about the Client received by the Bank from the Partner in whose interface the Client has undergone Digital Identification.

2.5. The Client hereby confirms that it has been informed of the terms of use of the Cards and RBS, the restrictions on the methods and places of their use, cases of increased risk of their use, including the existing risks of unauthorised access by third parties to the funds held on the Client's Account. In connection therewith, the Client shall be obliged to take all necessary precautionary and confidentiality measures to prevent the compromise and loss of the Card, as well as unauthorised access to funds by means of the Card or its details and/or RBS, including by setting Spending Limits, and to comply with the rules / procedure for using the Card in accordance with these Rules and the Appendixes thereto. The Client acknowledges that the Bank shall not be liable if the information on the Account and/or the Card transmitted by the Bank to the Client via RBS becomes known to third parties.

2.6. The Client hereby expresses its consent and authorises the Bank to send messages to the Mobile Phone Number as part of the provision of services via RBS, including the Verification Code, notifications upon activation of the SMS notification service, as well as SMS messages containing a verification code for conducting transactions on the Internet using 3D Secure technology and other notifications for the purpose of performing the RBS Agreement and the Agreements.

2.7. The Client hereby agrees that the posting on the Bank's website and in Mobile Banking of information on the foreign exchange rate set by the Bank for conducting currency exchange transactions shall constitute proper notification of the Client.

2.8. The Client agrees that the Bank shall be entitled to conduct video surveillance, as well as audio (video) recording in its premises, and logging of the Client's actions on its devices, including when conducting Transactions, to request the Client's Verification using facial recognition

technologies and other actions within the framework of the RBS Agreement, for the purpose of ensuring security and proper servicing of the Client without additional notification thereof. Audio (video) recordings may be used as evidence in the settlement of disputes between the Parties under the RBS Agreement and/or the Agreement and in procedural actions.

2.9. The Parties have agreed on the possibility of using, in the execution of any documents related to the conclusion, amendment and performance of the RBS Agreement and/or the Agreement, a facsimile reproduction of the signature of the Bank's authorised persons and a seal imprint, or only a facsimile reproduction of the signature of the Bank's authorised persons (without a seal imprint), when signing claims, letters, demands, notices and communications, offers, acceptances provided or sent to Clients when sent via RBS and/or other communication channels, in accordance with the Rules, including the Agreements.

2.10. For the purposes of performing the RBS Agreement and/or the Agreements, a seal imprint shall mean a graphic reproduction of the seal imprint by means of copying or typographic method.

Electronic documents generated via RBS, following positive results of the Client's authentication in accordance with these Rules, shall be deemed equal to the respective paper documents and shall give rise to analogous rights of the Parties under the RBS Agreement and the Agreements concluded between the Bank and the Client. These documents may be presented as evidence equivalent to written evidence in accordance with the procedure provided for by the Applicable Law, and the admissibility of such evidence may not be denied solely on the grounds that it is presented in the form of electronic documents or copies thereof on paper.

2.11. The Client hereby confirms that it understands and agrees that the Bank's compliance with the rules of the Payment System is necessary to provide the Client with the possibility of effecting settlements using the Card. By acceding to these Rules, the Client acknowledges the application of the Payment System rules to the legal relations arising from the RBS Agreement and/or the Agreement. The Client confirms that it has familiarised itself with the Payment System rules prior to the conclusion of the RBS Agreement and undertakes to comply therewith.

2.12. The Client hereby confirms that it understands and agrees that the Bank's compliance with the Partners' rules is necessary to provide the Client with the possibility of participating in Loyalty Programmes. By acceding to these Rules, the Client acknowledges the application of the Partners' rules to the legal relations arising from the Loyalty Programmes.

2.13. The Client shall not be permitted to assign its rights or transfer its obligations under the RBS Agreement to third parties.

2.14. The Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to debit, without any further instructions from the Client, funds from all of the Client's Accounts/Cards with the Bank in the amount of the Client's outstanding Indebtedness to the Bank under any Agreements, including commissions established by the Bank's Tariffs, fines, penalties, forfeits, as well as amounts of erroneously credited funds, and all Losses incurred by the Bank in servicing the Client, both within the framework of the RBS Agreement and under other agreements between the Client and the Bank, including, but not limited to, Losses arising from the automatic debiting of the Client's Indebtedness under loan agreements / other agreements, etc. Partial satisfaction of the Bank's claims shall be permitted.

2.15. The Client confirms that the Bank shall not be liable to the Client for events arising as a result of:

· acts/omissions of third parties, including correspondent banks (local or foreign), Payment Systems, telecommunications operators;

· blocking or delays of transfers by decision of foreign banks, regulators or within the framework of Sanctions restrictions;

· refusal to execute Transactions upon detection of indirect signs of Sanctions risks;

· technical failures of systems not controlled by the Bank;

· the Bank's compliance with the requirements of competent state and law enforcement authorities.

2.16. The Client undertakes not to use the Accounts/Cards for Transactions with persons included in the Sanctions Lists, as well as for Transactions that may result in the application of Sanctions or other restrictive measures against the Bank. In the event of a breach of this obligation, the Client shall be obliged to compensate the Bank for all losses and expenses incurred.

The Bank shall be entitled, unilaterally, to:

a) refuse to conclude the RBS Agreement and/or the Agreement;

b) terminate the RBS Agreement and/or the Agreement(s);

c) refuse to execute the Client's Instruction to conduct a Transaction;

d) suspend the conduct of Transactions on the Client's Accounts/Cards

in the event of:

· inclusion (entry) of the Client and/or its Beneficial Owner in a Sanctions List;

· the Client's submission of an Instruction to conduct a Transaction in favour of an individual or legal entity and/or a beneficiary included in a Sanctions List;

· detection of signs of a direct or indirect connection of the Transaction with persons included in a Sanctions List.

2.17. The Client agrees that all risks associated with the use of RBS, Cards and their details shall be borne by the Client. The Bank shall not be liable for unauthorised Transactions effected prior to the moment the Bank receives the Client's notification of the compromise of access credentials.

2.18. By acceding to these Rules, the Client confirms that it does not hold the status of a politically exposed person (or any connection with such a person), and undertakes to immediately notify the Bank in the event of acquiring such status.

III. PROCEDURE FOR THE PROVISION OF SERVICES VIA REMOTE BANKING SERVICES.

3.1. By concluding the RBS Agreement, the Parties acknowledge that the Bank's Client shall have access to all RBS services, including Mobile Banking, upon successful completion of Identification.

New RBS users who are not the Bank's Clients shall be provided with the opportunity to undergo the Digital Identification procedure in order to gain access to RBS and for the purpose of concluding the RBS Agreement without the need to visit the Bank's Offices.

When registering in RBS by means of Digital Identification / Digital Authentication, the Client confirms its consent to the Bank's right to open a Demand Account and/or a Special Card Account in the Client's name without the need for a separate expression of will and for the Client's subsequent use thereof. This clause shall constitute the Client's Application for opening a Demand Account and/or a Special Card Account upon completion of Digital Identification / Digital Authentication.

3.2. Clients who have undergone only Digital Identification shall be provided with services subject to the restrictions and limits established by the Applicable Law and the Bank's internal rules (documents) in respect of remotely identified Clients.

3.3. Upon completion of Identification by Clients at the Bank's Offices or through an Organisation upon delivery of the Card under the "Card Ordering" service arranged by the Client via RBS, the respective Client shall be provided with all available Banking products with increased Transaction limits established in accordance with the Applicable Law and the Bank's internal documents in respect of Clients identified in person.

3.4. Services via RBS are available to the Bank's Clients and, in certain cases, may be provided in a limited scope depending on the software and technical capabilities of RBS. Notification of the activation (deactivation) / addition of the respective service shall be posted in the Personal Account.

3.5. Access to the Personal Account shall be effected via Mobile Banking. Access to the Personal Account shall be granted to the Client upon positive Authentication.

3.6. The Client shall, independently and at its own expense, ensure the technical, software and communication resources necessary for arranging access to RBS services, and shall ensure the protection of such resources from unauthorised access and malicious software.

3.7. The provision of services via RBS shall be carried out in accordance with the Applicable Law, the Rules, the Appendixes thereto, the Bank's Tariffs, as well as the Payment System rules.

3.8. RBS services shall be used by the Client personally; transfer of rights within the framework of RBS to the Client's Representative shall not be permitted. The exercise of powers by the Client's Representative shall be effected only at the Bank's Office.

3.9. The Bank reserves the right at any time, at its sole discretion, to change the list of services/products provided via RBS in accordance with the procedure provided for by these Rules.

3.10. Applications and Instructions shall be accepted by the Bank on a 24/7 basis. The execution of the Client's Applications and Instructions shall be effected by the Bank in the order of their receipt no later than the following Business Day or within the time limits established by the Applicable Law, unless otherwise provided for by the agreement concluded between the Client and the Bank.

3.11. The Bank shall be entitled to unilaterally introduce permanent or temporary restrictions on the amounts and number of the Client's Instructions generated via RBS, as well as to introduce other restrictions for the purpose of ensuring the security of settlements via RBS.

3.12. The Bank shall be entitled to refuse the Client the execution of an Application or Instruction transmitted via RBS in the following cases:

· in the event of failures in the software of RBS services, during the Bank's software maintenance activities, as well as in other cases beyond the Bank's control (force majeure circumstances, power outages, telecommunications failures, etc.). In this case, Applications and Instructions may be submitted only at the Bank's Office;

· upon detection of signs of a security breach in the transmission of an Application or Instruction via RBS, including if the Bank has grounds to believe that the execution of the Application or Instruction may result in losses for the Bank or for the Client;

· if the Client's Account/Card lacks Available funds sufficient to effect the Transaction specified in the Application or Instruction, including the amount of the Bank's commission in accordance with the Bank's Tariffs in effect as of the Transaction date;

· if the Transaction amount exceeds the established Spending Limit;

· upon detection of non-existent/incorrect details specified by the Client in the Application or Instruction;

· if the Bank has received information on the Client's violation of these Rules;

· if the Transaction formalised by the Instruction is related to the Client's entrepreneurial activities;

· upon detection of signs of the Client's violation of the Applicable Law;

· if the Client lacks up-to-date personal data and/or a valid identification document at the time of submission of the Application;

· in other cases provided for by the Applicable Law, these Rules, the Payment System rules and the Agreements concluded between the Bank and the Client.

3.13. The Bank shall be entitled, without notifying the Client, to temporarily suspend or restrict the Client's access to RBS if the Bank has sufficient grounds to believe that an attempt of unauthorised access on behalf of the Client is possible. Suspension or restriction of the Client's access to RBS at the initiative of either Party shall not entail termination of obligations for mutual settlements and compensation for losses arising prior to the moment of termination of RBS provision.

3.14. The Client shall be entitled to apply to the Bank's Office with a written request for confirmation of the execution of Applications or Instructions submitted via RBS.

3.15. Transactions (agreements) concluded by transmitting to the Bank Applications, Instructions and other documents signed following positive results of the Client's Authentication in accordance with these Rules shall satisfy the requirement of the written form of a transaction and shall entail legal consequences analogous to those of transactions effected with the physical presence of the person concluding the transaction. These documents and transactions (agreements) may be presented as evidence equivalent to written evidence in accordance with the procedure provided for by the legislation of the Republic of Uzbekistan, and the admissibility of such evidence may not be denied solely on the grounds that it is presented in the form of electronic documents and electronic messages or copies thereof on paper.

3.16. The Client shall be obliged, upon the Bank's request, to sign paper copies of the Applications and Instructions transmitted by the Client to the Bank.

3.17. The Client agrees that the methods of Client Identification and Authentication applied when conducting transactions via RBS are sufficient and duly confirm the Bank's right to conduct Transactions on the Client's Accounts/Cards and to provide other information within the framework of RBS.

3.18. The Parties acknowledge as confirmation of the lawfulness, authenticity, immutability, integrity and authorship of Applications and Instructions transmitted by the Client via RBS the fact that the Client uses Access Credentials or other data for Authentication, and agree that this:

· certifies the fact of drawing up and signing the Application or Instruction on behalf of the Client;

· is recognised as equivalent to a handwritten signature in a paper document;

· the Application or Instruction signed in the Confirmation window shall be transmitted to the Bank in the manner provided for by these Rules and ensuring the preservation of all mandatory details of the Application or Instruction.

All Applications and Instructions transmitted by the Client via RBS within a single continuous interval of time during which the operability of the Client's and the Bank's software is maintained and the Client's Authentication remains in effect shall be deemed transmitted by the Client and received by the Bank.

3.19. When using RBS, the Client shall be obliged not to disclose to third parties any information that may be used to access RBS, including Access Credentials.

3.20. All actions/Transactions performed by the Client or the Bank via RBS shall be recorded in the Bank's information systems in the form of electronic documents and electronic messages. In the event of any disagreements between the Bank and the Client related to actions/Transactions effected via RBS, the Parties shall recognise as evidence the electronic documents and electronic messages stored with the Bank.

The respective reports generated by the Bank on actions/Transactions effected using RBS, on paper, in the Bank's form, signed by the Bank's authorised person and affixed with the Bank's seal, shall constitute sufficient evidence of the facts of the Parties' performance of Transactions and actions provided for by the Rules, and may be used in the resolution of any disputes and submitted to any judicial authorities.

Electronic documents and electronic messages drawn up/sent/generated by the Bank and the Client via RBS shall be stored with the Bank for the periods established by the Applicable Law.

3.21. In the event of unauthorised access to RBS and/or loss of Access Credentials, the Client shall be obliged to immediately block access to RBS by visiting the Bank's Office or by calling the Customer Support Service and providing the identification document details. To restore access to RBS services, the Client shall personally apply to the Bank's Office.

3.22. The Client shall be obliged to exclude the possibility of use of the Mobile Phone Number by third parties, and in the event of grounds to believe that the Mobile Phone Number may be misused by third parties, to immediately notify the Bank of the loss/theft or change of the Mobile Phone Number by personally visiting the Bank's Office or by contacting the Customer Support Service remotely.

Until the Bank receives an application on the change of the Mobile Phone Number, the Client shall bear liability for actions performed using the Mobile Phone Number provided to the Bank or specified/changed independently.

The Bank shall take all reasonably sufficient measures to prevent unauthorised/unlawful access by third parties to restricted information related to the Client's use of RBS.

The Client shall independently ensure the information security of the device through which access to RBS services is effected.

3.23. Procedure for the provision and use of Mobile Banking.

Mobile Banking shall provide all of the Bank's Clients with the opportunity to acquire Banking products, conduct One-off Transactions and obtain Information Transactions.

To access Mobile Banking, the Client shall use Access Credentials.

When using RBS, the Client shall have the opportunity to send Applications and Instructions to the Bank.

Via RBS, the Client shall have the opportunity (if provided for by the RBS functionality):

· to arrange Standing Instructions by configuring the respective templates. The Client shall independently select one of the available options for the frequency of execution of the Standing Instruction.

For the execution of a Standing Instruction, the Client shall ensure the availability on the Card/Account of funds sufficient to effect the funds transfer, including the Bank's commission fees provided for by the Bank's Tariffs. If, at the time of the Bank's execution of the Standing Instruction, the Card/Account lacks sufficient funds to execute the Standing Instruction, taking into account the Bank's commission fee, the funds transfer shall not be effected, and the Bank shall notify the Client thereof by sending a respective SMS notification to the Mobile Phone Number or by posting a respective notification in the Personal Account;

· to effect funds transfers in the national currency (within the Republic of Uzbekistan) from Accounts/Cards opened with the Bank to Accounts/Cards, including in favour of third parties, to Accounts/Cards opened both with the Bank and with other banks, or transfers in foreign currency from the Client's Accounts and Cards to the Client's own Accounts/Cards or to Accounts/Cards of third parties opened both with the Bank and with other banks. Clients shall be entitled to effect international money transfers, including via international money transfer systems;

· to generate, via the Visa Direct service, a request to receive a transfer from the Client's own VISA bank Card issued by another bank to the Client's own Card issued by the Bank and linked in Mobile Banking, as well as to generate a request to effect a transfer from the Client's own Card;

· to pay for goods/works/services/digital content, including repayment of loans granted by the Bank; fines of the Main Directorate of Road Traffic Safety; taxes and fees; services of budgetary organisations, organisations providing utility and telecommunication services, and other payments;

· to pay for goods/works/services via the Alipay service;

· to submit Applications for opening and closing the Client's accounts and deposits;

· to arrange Applications for Card issuance, PIN code setting and/or Card activation, as well as Card closure;

· to arrange Applications for obtaining a Loan and/or allocation of a Credit Limit, early repayment;

· to arrange Applications for changing the Mobile Phone Number and updating personal data;

· other capabilities included in RBS.

To generate Applications and Instructions in RBS and to confirm the lawfulness, authenticity, integrity and authorship of Applications and Instructions, the Client shall use Access Credentials and/or the Verification Code.

The Client hereby acknowledges that the Internet is not a secure access channel and shall bear all risks associated with the possible breach of confidentiality and integrity of information during its transmission over the Internet.

3.24. Additional services provided by the Bank within the framework of RBS.

3.24.1. SMS notification service:

The SMS notification service shall be provided to Clients who have activated this service by:

· submitting to the Bank a respective Application for Card issuance and/or activation of SMS notification service;

· via info kiosks/ATMs of any banks of the Republic of Uzbekistan for Uzcard cards.

For linking the Card(s) in RBS, the Client must have the SMS notification service activated for the respective Card for the Mobile Phone Number matching the Mobile Phone Number registered in the RBS account.

Within the framework of the SMS notification service, the Bank / Processing Centre shall send to the Client's Mobile Phone Number information in the form of SMS messages on Transactions effected using the Card or its details, information on the expiration of the Card, suspension of transactions on the Accounts (based on decisions of authorised bodies), on the Client's obligations to the Bank under loans, on detection of signs of fraud and other information. The Client confirms its responsibility to carefully review the messages sent by the Bank / Processing Centre, including notifications in the form of SMS notifications and PUSH notifications.

The Bank reserves the right to make changes to the list of information provided within the framework of the SMS notification service in accordance with the procedure provided for by these Rules.

The Client hereby confirms that until the Bank is notified of a change of the Mobile Phone Number, an SMS message sent to the Mobile Phone Number provided by the Client to the Bank shall be deemed sent directly to the Client.

Settlements for sending SMS notifications shall be made by the sender of SMS notifications with the mobile network operator independently (without the Bank's involvement). The date of the Client's receipt of SMS messages (SMS notifications) shall be the date of sending of the SMS message by the Bank / Processing Centre to the Mobile Phone Number.

The Bank shall not be liable for non-delivery of SMS messages due to the fault of the mobile network operator or in cases where the Client is outside the network coverage area or the Client's phone is switched off, malfunctioning, etc. during the day, and the SMS message shall be deemed received by the Client on the date of its sending by the Bank.

The Client confirms that an SMS message sent to the Mobile Phone Number shall be deemed sent directly to the Client.

3.24.2. Manual suspension and restoration of a Recurring Payment Subscription:

The Client may manually select suspension and/or restoration of a Recurring Payment Subscription using the Visa Subscription Manager service in RBS in the "Active Subscriptions" section:

· active subscriptions;
· suspended subscriptions.

The Client may suspend and/or restore payments under a Recurring Payment Subscription using the Visa Subscription Manager service in RBS. Upon the Client's confirmation of the suspension and/or restoration of the subscription, the Visa Subscription Manager service shall either suspend the Recurring Payment Subscription and/or extend the suspension for the period specified by the Client and/or restore the subscription.

Automatic subscription cancellation:

The Bank shall, on a daily basis, identify and suspend for 5 years Card subscriptions for which there were 3 consecutive unsuccessful transactions within the last 15 days, using the Visa Subscription Manager service.

3.24.3. Change of personal data:

The Bank's Clients shall be provided with the opportunity to change personal data via RBS within the functionality of Mobile Banking. Changes to personal data shall be effected based on an Application submitted electronically in accordance with Appendix No. 6 to these Rules and confirmed by completing Digital Authentication or by entering the Verification Code. The procedure for changing personal data shall be possible in the following cases:

· change of the identification document;
· change of the Client's Mobile Phone Number.

3.24.4. Card Ordering:

Card Ordering may be available to the Bank's existing and new clients (subject to technical capability and compliance with identification requirements). The procedure for issuance/receipt (including identification upon delivery of the physical card) shall be determined by the Appendixes and the applicable law.

For new Clients, the "Card Ordering" service shall be provided upon completion of Digital Identification/Digital Authentication in accordance with the Applicable Law. In this case, the new Client shall be entitled, prior to receipt of the card within the framework of the "Card Ordering" service, to receive banking services at the Bank's Offices, irrespective of the use of the RBS functionality.

For the purpose of Identification of Clients upon delivery of Cards issued to Clients who have used the "Card Ordering" service in RBS, the Bank shall engage an Organisation. Upon receipt of the Card from the Organisation, the Client shall be obliged to provide the Organisation's authorised person with the original identification document / Electronic ID document, take a photo with the identification document / Electronic ID document, as well as with the received Card. Upon receipt of the Card, the Client shall link the Card in RBS.

In the event of non-compliance with the said requirements, the Bank, represented by the Organisation, shall be entitled to refuse the Client the transfer and servicing of the Card.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES..

4.1. The Bank shall have the right to:

4.1.1. Request information and documents necessary for the Identification of the Client, the Client's Representative, and the Beneficial Owner, including those explaining the grounds and purposes of transactions concluded by the Client or operations performed on the Client's Accounts, and, in the event of submission of knowingly false documents or failure to submit documents requested by the Bank in accordance with the Applicable Law, refuse the Client the conclusion of an Agreement, the execution of Transactions, and the provision of other services in cases provided for by the Applicable Law.

4.1.2. Request documents and information for the purpose of updating information on the Client, the Client's Representative and Beneficial Owners at least once a year in cases provided for by the Applicable Law, as well as in other cases, but at least once every three years and in the event of changes in the Client's information, as well as in the event of doubts as to the reliability and accuracy of previously obtained information.

4.1.3. When conducting identification and updating information in accordance with the legislation on counteracting the legalisation of proceeds from criminal activities, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, the Bank shall be

entitled to require the Client and its Representative to provide, and to receive from the Client and its Representative, identity documents, as well as other documents explaining the economic substance, grounds and purposes of transactions concluded by the Client or operations performed on the Client's Account and/or Card, as well as documents provided for by the Applicable Law.

4.1.4. Take actions aimed at verifying the powers of the Client's Representative in accordance with the Bank's internal documents and procedures, prior to commencing the execution of the Client's Representative's instructions, and refuse to accept for execution Applications and instructions from the Client's Representative if this contradicts or is prohibited by the Applicable Law, the bank account (deposit) agreement, the Payment System rules, as well as if it contradicts the Bank's internal documents and procedures.

4.1.5. Unilaterally decline to execute the Client's instruction in the event of detection of an error made by the Client and/or a third party in specifying payment details or in the event of the Client's violation of the requirements for the execution of settlement documents established by the regulations of the Central Bank of the Republic of Uzbekistan.

4.1.6. Unilaterally refuse, on the grounds of the requirements of the Applicable Law, to conclude an Agreement in the event of suspicion that the purpose of concluding the Agreement is to conduct operations for the purpose of legalisation (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, as well as in the event of detection that the Client is subject to Sanctions.

4.1.7. Unilaterally refuse, on the grounds of the requirements of the Applicable Law and the Bank's internal rules (documents) adopted in furtherance of the Applicable Law, to execute the Client's Instruction to conduct a Transaction (except for a transaction involving the crediting of funds received to an individual's account), if the Bank's employees have suspicions that the Transaction is being effected for the purpose of legalisation (laundering) of proceeds from crime, financing of terrorism and financing of the proliferation of weapons of mass destruction, as well as in the event of detection that the Transaction is effected on the instruction and/or in favour of a person subject to Sanctions.

4.1.8. Unilaterally refuse (in whole or in part) to conclude a bank account (deposit) agreement with an individual who is a citizen of a foreign state whose legislation requires credit institutions (financial institutions) to conclude a special agreement for the purpose of exercising control over the

existence of accounts opened by taxpayers of that state in the territory of the Republic of Uzbekistan and exercising control over transactions thereon, as well as in the event of the Client's refusal to provide information and documents confirming or refuting its foreign citizenship and/or obligations to pay taxes to a foreign state.

4.1.9. Unilaterally suspend the respective Transactions of the Client (except for transactions involving the crediting of funds received to an individual's account) or block (freeze) funds on the Client's Account/Card in the cases and in accordance with the procedure provided for by the Applicable Law, including in the sphere of counteracting the legalisation (laundering) of proceeds from crime and the financing of terrorism or the financing of the proliferation of weapons of mass destruction.

4.1.10. Unilaterally block access to individual Transactions in RBS that require the Client's Identification / Digital Identification on the day following the expiry of the identification document, in the event that the Client fails to provide a new identification document to replace the expired one.

4.1.11. Unilaterally, for the purpose of reducing the risk of conducting suspicious and/or dubious Transactions via RBS:

· suspend or refuse to provide the Client with services via RBS until the Client provides a written explanation of the lawfulness of the conducted transactions, in the event of detection of suspicious transactions effected by the Client using RBS services;

· conduct a study of the Client at its address, including for the purpose of studying the process of effecting a transaction directly by the Client, in the event of doubts as to the conduct of suspicious transactions using RBS services;

· suspend the provision of services via RBS through which suspicious transactions were effected for a three-day period or another period established by the Applicable Law;

· refuse, in whole or in part, to perform the RBS Agreement in the event of reasonable suspicion of the use of RBS for the purpose of legalisation of proceeds from criminal activities, financing of terrorism and financing of the proliferation of weapons of mass destruction.

4.1.12. Unilaterally refuse to perform the RBS Agreement, in whole or in part, within the time limits provided for by the Applicable Law and these Rules:

· in the event of reasonable suspicion of the use of RBS for the purpose of legalisation of proceeds from criminal activities and financing of terrorism;

· in the event that the Client, being a US tax resident, has failed to provide the information necessary for its identification as a foreign taxpayer and/or has failed to provide consent (refused to provide consent) to the transfer of information to the IRS (US tax authorities).

4.1.13. Debit funds from the Client's Accounts in the cases and in accordance with the procedure provided for by the Applicable Law and these Rules.

Debit the amounts payable under a loan agreement (according to the Client's Indebtedness to the Bank), as well as any amounts payable to the Bank (commission, erroneously credited funds, penalties, forfeit, fines, etc.), without acceptance, from all of the Client's Accounts/Cards with the Bank and with other banks of the Republic of Uzbekistan, as well as from any foreign currency accounts of the Client with subsequent conversion at the foreign currency selling rate of the Central Bank as of the debit date.

4.1.14. In the event of the use of an Account for crediting pension amounts, upon the request of the Pension Fund of the Republic of Uzbekistan or its division that paid the respective funds, transfer, without the Client's additional consent, to the above authorities information on such Accounts and the holders of such Accounts, as well as information necessary for identifying circumstances entailing the termination of the respective payments.

4.1.15. Credit funds received to the Client's Account to the "Transactions in Process Pending Clarification" account in the following cases:

· for the purpose of confirming the non-trade nature of the Transaction;

· absence in the payment document of information on the purpose (details) of the payment;

· presence of errors in the payment document, including in the account number, the Client's full name, etc.;

· other cases provided for by the Applicable Law and the RBS Agreement.

For the purpose of determining the lawfulness of the Transaction, as well as clarifying the necessary details of the payment document, the Bank shall be entitled to require the Client to provide the respective documents. In the absence of grounds for crediting funds to the Client's account, such funds may be returned to the sender.

4.1.16. Refuse to conclude the RBS Agreement and the Agreements or unilaterally refuse (in whole or in part) to perform the RBS Agreement and the Agreement with an individual who is a

citizen of a foreign state in the event of such person's refusal to provide information and documents confirming or refuting its foreign citizenship and/or obligations to pay taxes to a foreign state.

4.1.17. For the purpose of concluding and performing the Agreements, obtain information forming part of the credit history of the Client / Guarantor (if any) held with a credit bureau, subject to the Client's consent expressed in the Application or in other documents, as well as transfer to credit bureaus information related to the provision of a loan and the performance by the Client/Guarantor of obligations to repay the loan, in accordance with the procedure provided for by the legislation on credit information exchange.

4.1.18. Establish limits on transactions, and in the event that the transaction amount under the Client's Application (instruction) exceeds the established limit, the Transaction shall be effected by the Bank in an amount not exceeding the limit established by the Bank's internal documents and the Applicable Law.

4.1.19. Unilaterally establish, change and cancel limits on the Client's Transactions, Accounts and Cards for the purpose of risk management, ensuring the security of settlements and compliance with the requirements of the Applicable Law, without prior notification of the Client.

4.1.20. Enter and update the Client's PINFL data in RBS and the Bank's internal systems under the following circumstances:

· upon the Client's request to the Bank through communication channels in accordance with clause 2.4 of these Rules;
· at the Bank's initiative, irrespective of the Client's request — upon detection of the absence of the Client's PINFL data or the discrepancy of such data with the current information in accordance with clause 2.4 of these Rules.

4.1.21. Temporarily suspend the conduct of transactions using the Bank Card and/or terminate the use of the Bank Card in the event of detection of the absence of the Client's PINFL data or the discrepancy of the PINFL data with the current information in RBS and the Bank's systems.

Upon termination of the use of the Bank Card in accordance with this clause of the Rules, the Client irrevocably instructs the Bank to transfer the remaining funds from the card account to the Client's demand deposit account opened with the Bank.

The use of the Bank Card shall be resumed upon the entry and/or updating of the Client's PINFL data in RBS and the Bank's internal systems in accordance with the procedure provided for by clauses 2.4 and 4.1.20 of these Rules.

Pursuant to Article 357 of the Civil Code of the Republic of Uzbekistan, the Parties have agreed that the provisions of sub-clauses 4.1.20 and 4.1.21 shall apply to their relations arising from 1 January 2025.

4.1.22. Unilaterally suspend, restrict or terminate the provision of individual services and/or the provision of Banking products upon detection of signs of suspicious transactions, the Client's violation of the terms of the RBS Agreement, the requirements of the Applicable Law, the Payment System rules or the Bank's internal documents.

4.1.23. The Bank shall be entitled to request from the Client documents confirming the source of origin of funds, the economic substance and purposes of the Transactions being conducted. Failure to submit the requested documents within the time limit established by the Bank shall constitute grounds for refusal to conduct the Transaction and/or suspension of servicing.

4.1.24. Unilaterally terminate the issuance of certain types of Cards and the provision of certain Banking products or services, with notification of Clients in accordance with the procedure provided for by these Rules.

4.1.25. Without the Client's additional consent, set off any counter homogeneous claims against the Client, including claims under various Agreements.

4.1.26. Unilaterally suspend the performance of its obligations under the RBS Agreement and/or the Agreements until the Client fully repays its outstanding Indebtedness.

4.1.27. The Bank shall be entitled to unilaterally suspend the provision of services under the RBS Agreement during the migration (planned transfer) of accounts within the framework of the transformation of the Bank's branches and/or during preventive or technical maintenance of the Bank's systems, having notified Clients by any of the following means (at the Bank's option):

· via remote servicing channels, including by sending a respective electronic notification to the Client's Personal Account;
· by posting a respective announcement on the Bank's website on the Internet at www.kapital24.uz;
· by posting the updated documents on information boards at the Bank's Offices;
· by sending a written notice to the Client's residential address and actual place of residence known to the Bank.

4.2. The Bank shall be obliged to:

4.2.1. Credit funds to the Client's Account(s) no later than the Business Day following the day of receipt of funds, execute the Client's instructions on the transfer and/or withdrawal of funds from the Client's Account(s), and conduct other Transactions on the Account(s) in accordance with the procedure provided for by the Applicable Law and the Agreements.

4.2.2. Preserve the secrecy of Transactions, Accounts, deposits and information on Clients in accordance with the Applicable Law. The Bank shall provide statements on the Client's Transactions, Account(s) and deposits, and information on the amount of the loan received by the Client and its repayment, to third parties only in the cases and in accordance with the procedure provided for by the Applicable Law.

4.2.3. Upon the Client's request, provide the Client with statements on the status and movement of funds on the Account(s) and Cards and other documents and information provided for by the banking product agreements, the Applicable Law and the Bank's Tariffs.

4.2.4. Maintain archives of electronic documents and store them for the period established for the storage of equivalent paper documents.

4.2.5. Inform the Client of each Transaction effected using the Card or its details and/or using RBS in the form of a statement on the Card and/or Account posted in the Personal Account, within three Business Days after the Transaction is effected. In this case, the Bank's obligation to inform the Client of a Transaction effected using the Card or its details and/or using RBS shall be deemed fulfilled by the Bank upon providing the Client with access to RBS services in accordance with the Rules and the ability to generate a statement on the Card/Account.

4.2.6. Provide the Client with banking services in accordance with the Rules and execute the Client's Instructions in accordance with the procedure provided for by the Applicable Law and the Agreements concluded between the Client and the Bank.

4.2.7. In the event of the Client's taxable income arising in accordance with the requirements of the Applicable Law, perform the functions of a tax agent for the calculation, withholding and payment to the budget of the personal income tax, as well as for the submission to the tax authority at the place of its registration, upon the expiry of the tax period

(calendar year), of information on individuals' income in accordance with the procedure established by the Applicable Law.

4.3. The Client shall have the right to:

4.3.1. Act personally or through a Representative (except for actions effected via RBS), except for cases where the terms of the Agreement require actions to be performed personally by the Client, as well as if this does not contradict the Applicable Law, the Bank's internal documents and procedures. The existence of the Client's Representative's powers shall be determined by the Bank based on the submitted documents confirming the said powers in accordance with the Applicable Law, until the Bank receives a written application from the Client on the termination of the Client's Representative's powers. In the event of untimely notification of the early termination of the Client's Representative's powers, the Bank shall not be liable for transactions effected by the Client's Representative.

4.3.2. Apply to the Bank's Office and/or the Customer Support Service on matters related to servicing.

4.3.3. Receive, upon request, statements on Transactions effected on the Accounts. Submit written claims regarding Transactions on the Accounts in accordance with the Applicable Law, as well as in accordance with the rules of the Payment System to which the Card belongs, in the event that the Transaction on the Account was effected using the Card or its details.

4.3.4. Receive up-to-date and reliable information on executed Instructions transmitted to the Bank via RBS.

4.3.5. Refuse to use a Banking product and terminate the respective Agreement, including in the event of disagreement with the amendments made by the Bank to the Rules, the Appendixes to the Rules, the Bank's Tariffs, and other changes, including the Payment System rules, by submitting to the Bank a respective application on refusal to use the Banking product in the form established by the Bank and in accordance with the procedure set out in the banking product agreement.

4.3.6. Receive preliminary consultation on the banking services provided at the Bank's Offices.

4.4. The Client shall be obliged to:

4.4.1. Not use the Accounts/Cards opened in accordance with the Agreements for conducting Transactions (including those providing for the Bank's international settlements) that:

· are related to entrepreneurial activities;

· may entail losses for the Bank and/or the Client or other negative consequences, including the application to the Client (its funds) and/or the Bank of sanctions by competent authorities of foreign states and/or financial institutions of foreign states, including in connection with restrictions established in respect of the Client (its funds) by the legislation of foreign states, international legal acts, judicial decisions and decisions of other competent authorities of foreign states;

· contradict the Applicable Law.

4.4.2. Provide, prior to the conclusion of an Agreement, reliable and valid as of the time of provision information (data) and documents on the Client, the Client's Representative and

Beneficial Owners in accordance with the Applicable Law, the Rules and other local regulatory acts of the Bank.

4.4.3. Documents presented by the Client to the Bank must be valid as of the date of their presentation.

Documents presented by the Client to the Bank in a foreign language (in whole or in part):

· must be accompanied by a translation into Uzbek or Russian certified in accordance with the procedure established by the Applicable Law, except for cases where such translation is not required in accordance with the Applicable Law;

· shall be accepted by the Bank only upon legalisation in accordance with the procedure established by the Applicable Law — consular legalisation (by a consular institution of the Republic of Uzbekistan abroad) and/or apostille and/or certification by an official seal (for member states of the Chisinau Convention on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters) — which certify the authenticity of the signature of the person

who signed the document, the powers of such person, as well as the authenticity of the seal or stamp imprint on the document, except for cases provided for by the Applicable Law.

4.4.4. Notify the Bank and provide to the Bank's Office the originals of supporting documents on changes in the information on the Client, the Client's Representative, or the Beneficial Owner (identification document data, its replacement, as well as in the event of changes in the information on registration at the place of residence, telephone numbers, including the mobile phone number, fax numbers, electronic (postal) address and other data) within 3 (three) calendar days from the date of such changes. All changes made to the documents shall be effective for the Bank from the moment of their submission to the Bank.

If the Bank fails to receive from the Client a notification of a change in the Client's personal (identification) data within 12 (twelve) months from the moment of the respective previous notification or the initial identification of the Client, the Client's Representative, or the Beneficial Owner (in accordance with the legislation on counteracting the legalisation of proceeds from criminal activities, the financing of terrorism and the financing of the proliferation of weapons of mass destruction), the Bank shall deem the information previously provided by the Client to be confirmed.

The Bank shall not be liable for consequences arising as a result of the untimely receipt of a notification of changes in the information provided by the Client and contact information.

To change the Client's previously provided personal (identification) data, the Client shall personally apply to the Bank's Office with a respective application, or, if the Bank provides the possibility/permission, the above data may be provided via RBS.

4.4.5. Upon the Bank's request and/or in cases provided for by the Applicable Law, submit, prior to conducting a Transaction in favour of Beneficiaries, documents including agency agreements, commission agreements, trust management agreements and other civil law agreements, as well as identification data/documents on the Beneficiaries.

4.4.6. Notify the Bank if the Client is a politically exposed person or if the Client's Representative, authorised person, spouse or close relative (in the direct ascending and descending line (parents and children, grandfathers, grandmothers and grandchildren, full and half (having a common father or mother) brothers and sisters, adoptive parents and adopted children)) is a politically exposed person, in accordance with the legislation on counteracting the legalisation of proceeds.

4.4.7. Notify the Bank if the Client has become or previously was a US citizen, holds a permit for permanent residence in the USA (permanent resident card (Form I-551 (Green Card)), has been present in the territory of the USA for at least 31 days during the current calendar year and at least 183 days during 3 years, including the current year and the two immediately preceding years, holds a US Social Security Number or a US Individual Taxpayer Identification Number.

4.4.8. Provide information and documents requested by the Bank in accordance with these Rules within 2 (two) calendar days following the day of receipt of the Bank's request.

4.4.9. The Bank shall have the right to use official sources of information to verify and clarify the specified information.

4.4.10. Pay the Bank commission fees and other payments provided for by the RBS Agreement and/or the Agreements in accordance with the terms of the respective Agreements and the Bank's Tariffs, ensuring the availability on the Account of funds sufficient to pay commissions and/or other payments in favour of the Bank in accordance with the Bank's Tariffs and the Agreements.

4.4.11. In the event of using RBS, comply with the provisions of these Rules and the Bank's Tariffs and other documents governing the relations of the Parties within the framework of RBS.

4.4.12. In the event of termination of a power of attorney issued in the name of the Client's Representative, immediately notify the Bank thereof by submitting a respective written application to the Bank's Office. The risk of losses and other adverse consequences arising as a result of the Client's failure to notify/untimely notification of the Bank of the termination of the said power of attorney shall be borne by the Client.

4.4.13. Compensate the Bank for damage caused by non-performance or improper performance of the RBS Agreement and the Agreements.

4.4.14. Timely notify the Bank in writing of the commencement of bankruptcy proceedings in respect of the Client, and bear the risk of all adverse consequences caused by the failure to notify/untimely notification of the Bank.

4.4.15. Regularly (at least once every 2 (two) calendar days), independently or through authorised persons, by any available means, apply to the Bank's Office and/or visit the respective sections of the Bank's Website for the purpose of timely receipt of information on amendments and/or supplements made to the Rules and/or Tariffs and/or other documents related to the RBS Agreement, as well as on new services of the Bank. The Client's untimely familiarisation with amendments and/or supplements made to the Rules and/or Tariffs and/or other documents related to the RBS Agreement shall not constitute grounds for their non-application by the Bank.

4.4.16. Bear liability for the accuracy of the information specified in the Application(s) and other documents submitted to the Bank for the purpose of concluding and performing the RBS Agreement and the Agreements.

4.4.17. In the event of detection of an amount erroneously credited to/debited from the Account(s)/Card(s), immediately notify the Bank thereof.

4.4.18. Upon the Bank's request, sign paper copies of the Instructions transmitted by the Client to the Bank.

4.4.19. Upon the Client's detection of the loss of the Client's Subscriber Device or the establishment of control over the Client's Subscriber Device by third parties, the Client shall be

obliged to immediately, but no later than 1 (one) day from the moment of detection of such fact, notify the Bank through the communication channels specified in these Rules.

Upon the Client's detection of the fact of a Transaction on the Accounts/Cards, as well as other transactions in RBS, effected without the Client's consent, the Client shall be obliged to immediately, but no later than 1 (one) day from the moment of detection of such fact, notify the Bank through the communication channels specified in these Rules.

4.4.20. Carefully review the messages sent by the Bank to the Client, including notifications in the form of SMS notifications to the Mobile Phone Number and PUSH notifications in RBS, notifications on Information Transactions (including notifications on signs of fraud, Transaction Authorisation, Authentication in RBS, changes in RBS security settings and others), and take precautionary measures when authorising Transactions. Within 1 (one) day from the moment the Bank sends a message to the Client, respond to the said notifications sent by the Bank.

The Bank shall not be liable for consequences arising as a result of the Client's untimely/improper review of messages sent by the Bank.

4.4.21. Immediately, but no later than 2 (two) banking days from the moment of receipt of a request from the Bank, the Client shall be obliged to provide at the Bank's Offices or through the Customer Support Service or through other channels specified in these Rules/in the Bank's request, information and documents:

· confirming that the Client effected the Transaction independently or that it was effected by a third party on the instruction or with the consent of the Client;
· concerning cases of fraud and the conduct of suspicious Transactions using the Client's Account/Card and/or Subscriber Device and/or Personal Account, as well as other Transactions effected on behalf of the Client.

If the Client fails to provide the information specified in this clause within the established time limit, the Bank shall be entitled to temporarily restrict the conduct of Transactions on the Client's Account/Card and/or access to the Client's Personal Account in RBS until the circumstances are clarified and/or the required information is received from the Client.

4.4.22. Use the "Visa Direct — Receipt of Funds" service via the Visa Direct service in RBS exclusively for withdrawing funds from Cards owned by the Client itself, and provide the information requested by the Bank/the Visa Direct service accurately and in full. Failure to comply with the said conditions shall constitute grounds for refusal to provide the service.

4.4.23. Perform other obligations in accordance with these Rules and the terms of the Agreements concluded between the Bank and the Client.

4.5. In cases where one or more of the following circumstances have occurred:

· funds have been credited to the Account as a result of a failure of banking systems and/or errors in software operation and/or unauthorised access to banking systems;
· the Bank has identified signs of the use of the Account for the legalisation of unlawful funds;
· signs of fraudulent actions related to the crediting of funds to the Account, or the commission of other socially dangerous acts, have been identified;
· it has been established that the funds placed on the Account originally belonged to the Bank and could not be the subject of lawful transactions;
· transactions contradicting the legislation on counteracting the legalisation of proceeds from crime have been identified;

· the fact of the Client's Unjust Enrichment at the expense of the Bank's funds has been identified,

the Bank shall have the irrevocable and unconditional right to take one or more of the following actions:

· cancel the Account and interest accrued thereon;
· effect the return of unlawful funds in favour of the Bank;
· block access to all of the Client's Accounts until the circumstances are clarified;
· request from the Client documents confirming the lawfulness of the origin of funds;
· return the amount of the Client's Unjust Enrichment in favour of the Bank.

The Bank shall notify the Client of the measures taken within 3 (three) business days in accordance with the procedure provided for by the Rules.

4.5.1. Simultaneously, the Parties acknowledge clause 4.5 of these Rules as:

· a written agreement of the Parties on recognising the respective Agreement as void;
· grounds for unilateral termination of the agreement by the Bank;
· sufficient grounds for the application of the measures provided for by clause 4.5 of this Procedure;
· binding on both parties without obtaining additional approval.

4.6. The Client hereby grants the Bank a pre-authorised acceptance (consent) to debit funds from any of the Client's Accounts without the Client's additional instruction in the following cases:

· in the event of erroneous repeated (double or multiple) reflection of one and the same Transaction on the Client's Account — in the amount of the excessively reflected funds;
· in the event of erroneous crediting of funds due to a technical failure, software or hardware error of banking systems, the Processing Centre or the Payment System — in the amount of the erroneously credited funds;
· in the event of erroneous crediting of funds due to an error of a Bank employee (operational, accounting, technical) — in the amount of the erroneously credited funds;
· in the event of crediting to the Client's Account of funds received erroneously from third parties or from the sending bank, including under an erroneous, revoked, returned or cancelled payment document (transfer) — in the respective amount;
· in the event of cancellation (reversal), return or invalidation of a transaction under an NPC or IPC Card — in the amount of the cancelled transaction/returned transaction;
· in the event of erroneous (excessive) accrual of interest, cashback, bonuses, remunerations, as well as in the event of erroneous non-withholding (incomplete withholding) of commissions and other payments due to the Bank — in the amount of the excessively accrued or under-withheld funds;
· in the event of crediting of funds as a result of the application of an incorrect currency conversion rate — in the amount of the resulting difference;
· in other cases provided for by the Applicable Law and/or this Agreement.

4.6.1. The debit shall be made strictly in the amount of erroneously, groundlessly or excessively credited (reflected) funds and may not exceed such amount.

4.6.2. In the event of insufficient funds on the account, the Bank shall be entitled to effect the debit partially and/or as funds are credited to the account until the full repayment of the amount subject to return. When debiting from an account in another currency, conversion shall be effected at the Bank's rate as of the debit date.

4.6.3. The Bank shall notify the Client of the effected debit, its amount and the grounds therefor via RBS, or SMS notification, or by other means provided for in the Rules.

4.7. In addition to the rights and obligations provided for by these Rules, the Bank and the Client shall have the rights and obligations established by the respective Agreements.

5. LIABILITY OF THE PARTIES.

5.1. The Parties shall bear liability for the improper performance of their obligations in accordance with these Rules and the concluded Agreements.

5.2. Funds placed in the Client's deposits opened within the framework of the RBS Agreement shall be guaranteed in accordance with the procedure, in the amounts and on the terms established by the Law of the Republic of Uzbekistan "On Guarantees for the Protection of Bank Deposits".

5.3. The Bank shall not be liable for Transactions effected without the Client's consent using the Card/Account or its details and/or RBS if the Bank fulfils its obligation to inform the Client of the effected Transaction using the Card or its details and/or RBS in accordance with Sections 3 and 4 of these Rules, and the Client has failed to notify the Bank of the loss of the Card and/or its use without the Client's consent and/or unauthorised access to RBS in accordance with the procedure and within the time limits established in Section 3 of these Rules.

The Client shall bear full liability for the safekeeping of the Card details, as well as for the consequences arising as a result of:

· following suspicious and/or unverified links;
· providing data to third parties;
· entering data on phishing and/or fraudulent websites;
· transferring the Mobile Device or access to RBS, Access Codes, Verification Codes to third parties;
· Compromise.

5.4. The Bank shall not be liable for Transactions effected without the Client's consent using the Card/Account or its details and/or RBS in the event of the Client's loss of the Subscriber Device or the establishment of control over the Client's Subscriber Device by third parties, provided that the Client has failed to notify the Bank thereof in accordance with the procedure and within the time limits established by these Rules.

5.5. Until the Bank is notified of the loss of the Card and/or its use without the Client's consent and/or unauthorised access to RBS, or of the loss of Access Credentials, the Client shall bear liability for all Transactions effected on the Accounts and Cards, as well as for other actions performed via RBS.

5.6. The Bank shall not be liable:

· for situations beyond its control related to failures in the operation of postal services, the Internet, communication networks and other external organisations and networks, which resulted in the Client's untimely receipt or non-receipt of the Bank's notifications;
· as a result of infection of the Client's Subscriber Device with malicious viruses and failures in its operation;
· as a result of access to the Client's Subscriber Device/RBS by means of emulators and the completion of Digital Identification/verification and/or the conduct of Transactions in RBS by means of emulators;

· as a result of changes in the applicable legislation of the Republic of Uzbekistan that make it impossible for the Bank to perform its obligations to provide the RBS Agreement;

· for the actions of the Client's Representative performed prior to the Bank's receipt of the Client's written application on termination of the Client's Representative's powers;

· for the consequences arising as a result of the Client's following suspicious and/or unverified links, entering Card data and its details on phishing and/or fraudulent websites, and transferring the Mobile Device or access to RBS to third parties;

· for lost profits, indirect losses, moral harm, loss of data, reputational damage or other indirect losses of the Client, irrespective of the reasons for their occurrence;

· the Bank shall be released from liability for delays, errors or the impossibility of performing obligations if they are caused by acts/omissions of state authorities, changes in legislation, court decisions, regulators' orders or the introduction of Sanctions.

5.7. The Bank shall not be liable for non-performance or improper performance by the Bank of its obligations under the RBS Agreement, including non-execution/untimely execution of the Client's Applications and Instructions if:

· performance depends on certain actions of a third party, and the non-performance or untimely performance is related to the fact that the third party is unable or refuses to perform the necessary actions, performs them in violation of the established procedure, or is unavailable to the Bank;

· non-performance resulted from force majeure, i.e. extraordinary and unpreventable circumstances under the given conditions that arose after the conclusion of the Agreement;

· non-performance/untimely performance is a consequence of acts/omissions of the Central Bank of the Republic of Uzbekistan, its divisions, correspondent banks or other third parties, including in connection with restrictions established in respect of the Client (its funds) by the legislation of foreign states, international legal acts, judicial decisions and decisions of other competent authorities;

· non-performance resulted from accidents, failures or interruptions in servicing related to malfunctions in the operation of equipment, power supply systems and/or communication lines or networks that are provided, supplied, operated and/or serviced by third parties;

· in the event of possible failures in the interbank electronic payment system;

· as a result of deficiencies made by the Client in the execution of payment documents;

· in cases of freezing of funds or other property, as well as seizure of funds held on the Account, or suspension of transactions on the Account in cases provided for by the applicable legislation of the Republic of Uzbekistan;

· if non-performance/untimely performance is a consequence of the migration (planned transfer) of accounts within the framework of the transformation of the Bank's branches and/or the conduct of preventive or technical maintenance in the Bank's systems.

5.8. The Client shall bear liability and all adverse consequences of non-performance or improper performance of its obligations provided for by these Rules, and shall compensate the Bank for all losses caused by the Client's failure to perform the said obligations.

5.9. The Bank shall not be liable for possible unauthorised access by third parties to information provided within the framework of RBS, as well as for possible distortion of the said information transmitted via RBS.

5.10. The Client shall bear liability for the correctness of the preparation of Applications and Instructions. The Bank shall not be liable for losses incurred by the Client as a result of the Bank's execution of the Client's Applications or Instructions prepared with errors.

5.11. The Client shall bear liability for accessing RBS services on devices not owned by the Client, for risks associated with the possible breach of confidentiality and integrity of information, as well as possible unlawful actions of third parties.

5.12. The Bank shall not be liable to the Client for the actions of the Client's Representative performed prior to the Bank's receipt of the Client's written application on termination of the Client's Representative's powers.

5.13. The Client shall bear liability (including financial liability) if its counterparty or recipient of funds is included in the list of persons participating or suspected of participating in terrorist activities or the proliferation of weapons of mass destruction and/or in sanctions lists.

5.14. For the Bank's untimely disbursement of cash to the Client, provided that funds are available on the account, the Bank shall pay a fine in the amount of 0.005 percent of the minimum authorised capital.

5.15. For violation of the procedure established by law for crediting funds to and debiting funds from the Client's account, except for violation of the time limit established for effecting electronic payments and the return of erroneously effected electronic payments, the Bank shall pay a fine for each instance in the amount of 0.01 percent of the minimum authorised capital of the bank.

For the Bank's violation of the time limits established by law for effecting electronic payments, the Bank shall pay the Client a penalty for each day of delay in the amount of 0.1 percent of the amount of the delayed electronic payment, but not more than 10 percent of the amount of the delayed electronic payment.

In the event of an erroneously effected electronic payment due to the Bank's fault, the Bank shall, no later than the following business day after detection of the error, transfer the funds to the recipient's account. Otherwise, the Client shall have the right, in accordance with the procedure established by law, to demand from the Bank the return of the funds, as well as payment of a penalty for each day of delay in the amount of 0.1 percent of the amount of the erroneously effected electronic payment, but not more than 10 percent of the amount of the erroneously effected electronic payment.

5.16. The Bank shall be released from the payment of fines in the following cases:

a) in the event of force majeure circumstances, including failures that may occur in the interbank electronic payment system;

b) if the Client has submitted to the Bank payment documents that do not meet the requirements established by the applicable legislation;

c) in the event of suspension, in accordance with the procedure provided for by law, of transactions on the accounts of the Bank or the Client.

5.17. The aggregate liability of the Bank under any claims of the Client arising from the RBS Agreement and/or the Agreements shall be limited to the amount of direct documented damage and may not exceed the amount of commissions actually paid by the Client to the Bank for the last 6 (six) months preceding the date of filing the claim.

6. TERM OF VALIDITY AND PROCEDURE FOR TERMINATION OF THE RBS AGREEMENT AND/OR THE AGREEMENT(S).

6.1. The RBS Agreement shall enter into force from the date of the Client's accession to the Rules and shall remain in effect without limitation of term, unless otherwise provided for by the

respective Agreement. The terms of validity of the Agreements concluded within the framework of the Rules may be limited.

6.2. Termination of the RBS Agreement shall be effected on the basis of a written application of the Client submitted directly at the Bank's Office. Termination of the RBS Agreement shall entail termination of all Agreements concluded within the framework of the RBS Agreement and closure of the respective Accounts (Cards), unless otherwise provided for by specific banking product agreements, and the Client shall be required to perform its obligations arising prior to the termination of the RBS Agreement under all concluded Agreements.

6.3. Termination of an individual Agreement concluded within the framework of the RBS Agreement shall not entail termination of the RBS Agreement. The procedure for termination of an individual Agreement concluded within the framework of the RBS Agreement shall be determined by these Rules and the respective Agreement.

6.4. Closure of the Account(s)/Card(s) and return to the Client of the remaining funds shall be effected in accordance with the procedure and within the time limits established by the Applicable Law and the banking product agreement concluded on the terms of the Appendixes to the Rules and the Payment System rules (where necessary).

6.5. The Bank shall be entitled to unilaterally refuse to perform the RBS Agreement, in whole or in part, in the cases provided for by these Rules, by sending a written notice to the Client's address or a notice by a method agreed by the Parties (electronic notification to the Client's email, an announcement in the Personal Account of Mobile Banking, sending an SMS, etc.). In this case, the RBS Agreement shall be deemed terminated on the third day from the date of the Bank's sending of the notice via postal service or, if the Client selects another method of notification, on the third day after its sending.

6.5.1. Unilateral termination by the Bank of the RBS Agreement and/or the Agreement(s) on the grounds specified in these Rules shall not constitute a breach of the Bank's obligations and shall not entail the Bank's liability to the Client. The Client shall not be entitled to demand from the Bank compensation for losses, lost profits or compensation for moral harm in connection with such termination or refusal.

7. BANK SECRECY AND PROCESSING OF PERSONAL DATA.

7.1. In accordance with the Law of the Republic of Uzbekistan "On Bank Secrecy", the Bank guarantees the confidentiality of information and data constituting bank secrecy.

7.2. Information constituting bank secrecy may be provided only in cases provided for by the Applicable Law.

7.3. The Bank shall collect, systematise, store, use, disseminate and process personal data received from the Client (including via RBS) in accordance with Articles 10, 12, 14 and 18 of the Law of the Republic of Uzbekistan "On Personal Data".

7.4. By acceding to these Rules, the Client confirms that it has been informed that the Bank, using the "Telecom Anti-Fraud" service, collects, stores, uses, disseminates and processes the following data of the Subscriber Device used by the Client to register in RBS: IP address and connection point address, information on the location of the Subscriber Device, etc., and gives its consent to the processing of the said data by the Bank. The said actions of the Bank shall be performed for the purpose of timely prevention of theft, fraud or other danger to the interests of the Bank and the Client.

7.5. By acceding to these Rules, the Client grants the Bank / the Bank's Partners consent to the processing of the Client's personal data and bank secrecy (performed on paper and/or electronic media with and/or without the use of automation means: collection, recording, systematisation, accumulation, storage, clarification (updating, modification), extraction, use, transfer (dissemination, provision, access, including when entrusting the processing of personal data to third parties), depersonalisation, blocking, deletion, destruction of Personal Data) provided to the Bank by the Client, by a legal entity/individual entrepreneur that has concluded an agreement with the Bank within the framework of a payroll project, in connection with the conclusion of the RBS Agreement, the Agreements and other agreements concluded between the Client and the Bank, as well as agreements concluded by the Bank with other persons, including insurers, under which the Client is a representative, policyholder, insured person or beneficiary, as well as any photographic images of the Client (including those obtained by taking photographs with the Client's consent) for the following purposes:

· the Bank's consideration of the possibility of concluding the RBS Agreement, the Agreements within the framework of the RBS Agreement, security agreements and other agreements with the Bank, a positive or negative decision on the conclusion of which may be made by the Bank, including solely by automated processing of the Client's Personal Data;
· verification of the accuracy of the information provided by the Client, as well as assessment of the Client's creditworthiness/solvency when considering the Client's Applications for the provision of banking products, including the transfer of personal data to third parties where necessary for verification;
· performance and termination of the Agreements, including the conduct of banking operations and the provision of all types of banking services, performance of security agreements and other agreements concluded between the Client and the Bank, as well as agreements concluded by the Bank with other persons, including insurers, under which the Client is a representative, policyholder, insured person or beneficiary, including the transfer of the Client's Personal Data to the said persons under such agreements, and the Bank's conclusion of transactions in connection with the exercise of the creditor's rights under the Agreements, including by assignment of rights (claims) to third parties;
· recovery (repayment, collection) of Indebtedness under the Agreements;
· protection of personal data, storage, including in electronic form, and transportation of documents containing the Client's Personal Data and bank secrecy, in accordance with the requirements of the Applicable Law;
· obtaining opinions and consultations in any form concerning the conclusion and performance of agreements and the Bank's exercise of its rights and obligations under such agreements, including the transfer of the Client's Personal Data to auditors and other third parties engaged by the Bank for the purpose of obtaining such opinions and consultations;
· improvement of the quality of financial services and selection of the most optimal and advantageous offers for Clients within the framework of the Bank's provision of services;
· sending advertising, informational and marketing messages;

· other purposes that will be specified in the Agreements and other documents concluded between the Bank and the Client.

For the purposes of consent to the processing of personal data, the Bank's Partners shall mean persons belonging to the same banking holding as the Bank / the Bank's affiliated persons, as well as companies (partner banks, auditors, insurers, telecommunications network operators and providers, transport companies, railway/airline companies, consulting and appraisal companies, supermarkets, restaurants and other private and state organisations, agencies, individual entrepreneurs, securities market participant companies and others) with which the Bank has contractual (partnership) relations. Full and up-to-date information on the Bank's Partners regarding participation in Loyalty Programmes is available on the Bank's Website.

7.6. By acceding to these Rules, the Client agrees that the Bank and the Bank's Partner shall be entitled to:

· process any special categories of personal data and biometric personal data if the need to process such personal data ever arises for the purposes of processing the Client's data;
· collect and process personal data without the Client's consent in cases established by the Applicable Law of the Republic of Uzbekistan, including in other banks and/or organisations for the purpose of conducting any debt collection measures not prohibited by the legislation of the Republic of Uzbekistan and updating the available data;
· carry out cross-border transfer of personal data, including to countries that do not ensure an adequate level of protection of the rights of personal data subjects;
· provide/receive all available information and data on the loan in the scope, in accordance with the procedure and on the terms necessary for identification and the respective creditworthiness assessment to/from the SCRI (State Credit Information Register) of the Central Bank of the Republic of Uzbekistan, credit bureaus, the pledge register, the State Tax Committee, Processing Centres, as well as other state and non-state agencies and organisations, for obtaining credit information;
· apply in writing and send requests to the place of registration, the address of the actual place of residence and the place of work.

7.7. The Client hereby agrees that if the respective agreement concluded between the Client (the person represented by the Client) and the Bank provides for the Bank's transfer of the Client's personal data via open communication channels (including cross-border transfer), the Client is aware of the risk of unauthorised receipt of information by third parties and assumes such risk. By specifying in the documents provided to the Bank (Applications, other documents) information on third parties (spouse, representative, beneficiary and/or other persons), the Client instructs the Bank to process the personal data of the said persons provided by the Client for the purpose of the Bank's decision on the conclusion of the Agreements, as well as the subsequent exercise by the Bank and the Client of rights and obligations under such Agreements, and storage thereof. The Client hereby confirms that the Client has obtained the consent of such persons to the processing by the Client (including transfer to the Bank) and by the Bank and the Bank's Partners of their personal data provided to the Bank.
7.8. The Client grants its consent to the Bank's transfer to the Pension Fund and its divisions of the Client's Personal Data and other information necessary for the Pension Fund's exercise of the rights and obligations provided for by the Applicable Law, as well as to the receipt from the Pension Fund and its divisions of data on the Client.

8. FORCE MAJEURE

8.1. The Parties shall not be liable for non-performance of their obligations under the RBS Agreement if such non-performance resulted from force majeure circumstances, such as natural disasters, military actions, earthquakes, fires, strikes or other disasters (equipment failures, software

failures, failures of power supply and data transmission systems that arose through no fault of one of the Parties but affect the performance of their obligations), mass disturbances, acts of state authorities, state administration and supervisory authorities, as well as acts/measures of a restrictive and prohibitive nature adopted by the Central Bank of the Republic of Uzbekistan, utility accidents and other events which the Parties cannot influence and for the occurrence of which they bear no liability, the consequence of which was the restriction or exclusion of the possibility of performing the RBS Agreement or any of the concluded banking product agreements. The time limit for the performance of the Parties' obligations shall be extended until the cessation of the said circumstances affecting the performance of the RBS Agreement or the respective banking product agreement. Upon the occurrence of force majeure circumstances, the Client shall, within 3 (three) calendar days, inform the Bank in writing, and the Bank shall inform by any available means, including (on the Bank's website, at the Bank's Offices, via SMS notification service, etc.), of the impossibility of performing obligations under the RBS Agreement and the banking product agreements concluded within its framework.

8.2. Force majeure circumstances shall be deemed as such upon their confirmation in accordance with the procedure established by law by the authorities authorised to do so.

9. FINAL PROVISIONS.

9.1. In the event of disagreements and disputes regarding the terms and the performance by the Parties of the terms of the RBS Agreement and/or individual Agreements concluded within its framework, the Parties shall take all measures aimed at settling the disputed situation.

9.2. In the event of disagreement with the Bank's actions within the framework of the provision of services under the RBS Agreement, including the Client's contestation of a Transaction conducted by the Bank under an Application or Instruction within the framework of RBS, the Client shall apply to the Bank's Office with a written application.

9.3. Legal force of documents and communications:

9.3.1. Statements on Accounts/Cards generated by the Bank shall constitute proper evidence of the execution of Transactions and their terms. In the event of discrepancies between the statement data and other documents of the Client, the Bank's statement shall prevail.

9.3.2. Data recorded in the Bank's information systems (including logs, transaction records, Authentication data) shall constitute reliable and sufficient evidence in the consideration of disputes between the Parties.

9.3.3. A notice sent by the Bank by any of the means specified in the Rules (SMS, Push notification, email, Personal Account, postal item) shall be deemed received by the Client:

· at the moment of sending — for SMS, Push notifications and posting in the Personal Account;
· on the following business day — for email;
· on the 3rd calendar day from the date of sending — for postal items.

The Client shall be obliged to regularly check the said communication channels. Non-receipt of a notice for reasons beyond the Bank's control shall not release the Client from the performance of obligations.

9.4. Severability:

9.4.1. If a court or other competent authority declares any provision of the RBS Agreement, the Rules or the Agreements invalid, unlawful or unenforceable, this shall not entail the invalidity of the remaining provisions, which shall retain full legal force.

9.4.2. If an individual provision is declared invalid, the Parties shall be obliged to replace it with a provision that corresponds to the maximum extent to the original intentions of the Parties and the requirements of the Applicable Law.

9.5. Waiver of rights:

9.5.1. The Bank's non-exercise or delay in the exercise of any right provided for by the RBS Agreement, the Rules or the Agreements shall not constitute a waiver of such right and shall not prevent its exercise in the future.

9.5.2. A single or partial exercise by the Bank of a right shall not prevent the further or full exercise of such right.

9.6. Applicable law and language:

9.6.1. The RBS Agreement, the Rules and the Agreements shall be governed by and construed in accordance with the legislation of the Republic of Uzbekistan.

9.6.2. The official languages of the RBS Agreement, the Rules and all related documents shall be Uzbek and Russian. Translations into other languages shall be provided solely for the Client's convenience and shall have no legal force in the event of discrepancies.

9.7. All disputes between the Parties arising from the RBS Agreement, as well as the banking product agreements and the obligations arising therefrom, including their performance, amendment, termination and cancellation, and disputes arising as a result of non-performance of an agreement, shall be subject to consideration by a civil court at the Bank's location or by the Arbitration Court under the Chamber of Commerce and Industry of the Republic of Uzbekistan (Arbitration Court), by a sole arbitrator in accordance with its Rules, the Regulations on the Arbitration Court and the Regulations on Fees, Expenses and Costs of the Parties in the Arbitration Court and the applicable legislation of the Republic of Uzbekistan. The right to apply to either court shall remain with the claimant.

9.8. In all matters not provided for by the Rules, the Parties shall be governed by the Applicable Law.

9.9. All amendments and supplements to the Rules and/or the Appendixes to the Rules shall be valid if made in accordance with the requirements of these Rules.

8. ADDRESS AND DETAILS OF THE BANK.

Joint-Stock Commercial Bank "Kapitalbank"

Address (location): Republic of Uzbekistan, Tashkent city, Sayilgokh Street, Building 7A.

Information telephones (call centre): (+998 71) 200-16-16 and 200-15-15

Helpline: (+998 78) 148-40-11

Official websites of the Bank on the Internet: https://kapital24.uz and https://kapitalbank.uz

E-mail: info@kapitalbank.uz

11. APPENDICES TO THE RULES.

11.1. The following Appendices shall be an integral part of these Rules:

Appendix 1 — "Accession Agreement to the Rules of Comprehensive Banking Services for Individuals at JSCB Kapitalbank"

Appendix 2 — "Public Offer on Accession to the Rules of Comprehensive Banking Services for Individuals at JSCB Kapitalbank"

Appendix 3 — "Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals"

Appendix 4 — "Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Demand Deposit (Account)"

Appendix 5 — "Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time Deposit"

Appendix 6 — "Application for Change of Personal Data"

Appendix 7 — "Terms of Service for the 'KAPITAL PREMIUM' and 'KAPITAL PRIVILEGE' Service Packages"

APPENDIX No. 1
to the Rules of Comprehensive Banking Services for Individuals
at JSCB "KAPITALBANK"

ACCESSION AGREEMENT NO. ___
TO THE RULES OF COMPREHENSIVE BANKING SERVICES FOR INDIVIDUALS
AT THE UNIFIED BRANCH OF JSCB "KAPITALBANK"

Tashkent city " " _____ 202 __y.

Joint-Stock Commercial Bank "Kapitalbank" (hereinafter referred to as the "**Bank**"), represented by the Head of _____, acting on the basis of Power of Attorney No. __ dated **..20,** on the one hand, and **citizen** _____ **(passport series __ No. __, issued by _____),** residing at the address: _____, hereinafter referred to as the "**Client**", on the other hand, together hereinafter referred to as the "Parties",

have entered into this Accession Agreement to the Rules of Comprehensive Banking Services for Individuals at JSCB "Kapitalbank" (hereinafter — the "Agreement"), as follows.

1. TERMINOLOGY

1.1. The terms used in the text of this Agreement shall have the meanings defined in the Rules of Comprehensive Banking Services for Individuals at JSCB "Kapitalbank" (hereinafter — the "Rules"), which shall form an integral part of the Agreement.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. Accession to the Rules by acceding as a Client in accordance with the procedure established by Article 360 of the Civil Code of the Republic of Uzbekistan. The Rules are published on the Internet at: www.kapital24.uz.

2.2. For the purposes of operating within the framework of the Rules, the following email address/telephone number for notifications shall be recognised as the Client's authorised email address for sending and receiving messages in the cases provided for by the Rules: _____.

In the absence of an email address/telephone number for notifications, all notices shall be sent to the Client's registered address.

3. RIGHTS, OBLIGATIONS AND LIABILITIES OF THE PARTIES

3.1. The rights and obligations of the Parties shall be determined by the Rules and shall arise on the basis of the Client's actions, the Client's submission of Instructions and applications accepted by the Bank for execution, including those sent by the Client via Mobile Banking.

3.2. By concluding this Agreement, the Client confirms that it has familiarised itself with and agrees to the terms of the Rules and the Bank's Tariffs.

4. EFFECT OF THE AGREEMENT

4.1. The Agreement shall enter into force from the date of its conclusion by the Parties and shall remain in effect until its termination on the grounds provided for by the Rules, as well as by the Applicable Law.

4.2. In the event of termination of the Agreement on any grounds, all obligations arising prior to the moment of termination of the Agreement shall be performed in full and in accordance with the terms of this Agreement and the Rules.

4. OTHER CONDITIONS

5.1. The relations of the Parties under this Agreement shall be governed by the Applicable Law, the Rules and the Bank's Tariffs.

5.2. Each of the Parties shall ensure compliance with the requirements of the Applicable Law, including the legislation on counteracting the legalisation of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, on personal data, and on bank secrecy.

5.3. This Agreement shall form an integral part of the Rules and has been drawn up by the will of the Parties in the Russian language in 2 (two) identical counterparts having equal legal force, one counterpart for each of the Parties.

6. DETAILS OF THE PARTIES

Bank:
JSCB "KAPITALBANK"

Client:

_____
(Full Name)

Passport details:
Series and No.:
_____
Date and place of issue:
_____
Address:
_____
Tel.:
_____
Client's Signature:
_____
Savings Book No.:
_____

APPENDIX No. 2
to the Rules of Comprehensive Banking Services for Individuals
at JSCB "KAPITALBANK"

PUBLIC OFFER
on Accession to the Rules of Comprehensive Banking Services for Individuals
at the Unified Branch of JSCB "Kapitalbank"

Tashkent city

Pursuant to Articles 358, 367 and 370 of the Civil Code of the Republic of Uzbekistan and other legislative acts of the Republic of Uzbekistan,

for the purpose of creating conditions for the provision of modern banking services and the use of innovative banking technologies in providing the possibility of remote banking services for individuals,

Joint-Stock Commercial Bank "Kapitalbank" (hereinafter referred to as the "Bank"), represented by the Chairman of the Management Board K.L. Mayevsky, acting on the basis of the Charter, makes this public proposal (hereinafter — the "Offer") for accession to the Rules of Comprehensive Banking Services for Individuals at the Unified Branch of JSCB "Kapitalbank" (hereinafter — the "Rules"), addressed to any **legally capable individual** (hereinafter referred to as the "Client") who has undergone, in accordance with the applicable legislation of the Republic of Uzbekistan, digital identification at JSCB "Kapitalbank" or with a Partner of JSCB "Kapitalbank" and has accepted (accepted) this proposal by acceptance thereof on the basis of Article 370 of the Civil Code of the Republic of Uzbekistan in full (without any conditions, exceptions or reservations).

I. TERMS AND DEFINITIONS

1.1. For the purpose of unambiguous interpretation of this Offer, the following terms shall be used in the following meanings:

Applicable Law — the current regulatory legal acts of the Republic of Uzbekistan, namely laws, by-laws, regulatory acts and resolutions (orders, letters) of the Central Bank of the Republic of Uzbekistan, ratified international treaties and agreements.

Remote Banking Services (RBS) — the provision by the Bank to the Client of a set of services without the involvement of an authorised Bank employee, using RBS services. Within the framework of RBS, until the Client undergoes identification at the Bank's Offices / through an Organisation, limits shall be established in accordance with the Bank's internal policies, and exclusively the following banking services shall be provided:

· opening and management of electronic wallets;
· opening and management of a bank account, as well as a bank card;
· effecting cross-border money transfers using bank cards or electronic money systems;
· obtaining an online microloan.

ID document — an identification document in accordance with the Applicable Law.

Mobile Phone Number — the cellular telephone number specified by the Client when undergoing the digital identification procedure. Within the framework of this Offer, the Client may have only one Mobile Phone Number at any given time.

One-Time Code — a special code generated by the Bank and sent to the Client as a message to the Mobile Phone Number for the acceptance of this Offer.

Organisation — an organisation that has concluded an agency agreement with the Bank for the provision of payment services and that performs in-person Identification of the Client on behalf of the Bank at the moment of delivery of the bank card.

Partner — an organisation that has concluded a mutual identification agreement with the Bank.

Personal Data — information recorded in the CDB in accordance with the Applicable Law, relating to the Client and enabling the Client's identification.

Tariff — the terms of provision and servicing of a banking product in accordance with the Tariffs of commission fees of JSCB "Kapitalbank" for banking services to individual clients.

Third Parties — unless otherwise provided for by the applicable legislation and the Rules, all persons other than the Bank and the Client.

CDB — the central database of the e-government system of the Republic of Uzbekistan.

1.2. The remaining terms used in the text of this Offer shall have the same meanings as in the Rules, which form an integral part of this Offer.

1.3. In the absence of an unambiguous interpretation of a term in the text of the Offer and the Rules, the interpretation of the term shall be governed: first — by the legislation of the Republic of Uzbekistan; second — by the Bank's official website; and thereafter — by established (commonly used) banking practice.

II. SUBJECT MATTER OF THE OFFER

2.1. The subject matter of this Offer shall be the unconditional and full (without any reservations, exceptions, exemptions or objections) accession of the Client to the current version of the Rules as a Client in accordance with the procedure established by Article 360 of the Civil Code of the Republic of Uzbekistan.

2.2. The Rules and the Bank's Tariffs are published on the Bank's website on the Internet at www.kapital24.uz.

III. AUTHORISATION PROCEDURE AND ACCEPTANCE OF THE OFFER

3.1. For the purpose of authorisation, the User shall undergo digital identification with the Bank or with a Partner in accordance with the Regulation on the Procedure for Digital Identification of Clients (reg.: Ministry of Justice No. 3322 dated 30.09.2021).

3.2. On the basis of Article 369 of the Civil Code of the Republic of Uzbekistan, the publication (posting) of the text of this Offer on the Bank's website on the Internet at www.kapital24.uz shall constitute a public proposal (offer) addressed to an indefinite circle of individuals meeting the requirements specified in the preamble of this Offer, to accept it (accede to the Rules).

3.3. In accordance with Article 370 of the Civil Code of the Republic of Uzbekistan, the Parties shall recognise as unconditional acceptance (acceptance) of the terms of this Offer the fact of the Client's entry of the One-Time Code received from the Bank in the interface (mobile application or website) of the Bank or of a Partner.

3.4. By effecting the Acceptance, the Client shall be deemed to have confirmed that it:

3.4.1. has fully and completely familiarised itself with and accepts all the terms of this Offer, the Rules and the Bank's Tariffs in the form in which they are set out, without any conditions, exceptions or reservations;

3.4.2. agrees and undertakes to comply with the terms/requirements of this Offer, the Rules and the RBS Agreement;

3.4.3. has legal capacity/dispositive capacity and confirms its lawful right to enter into contractual relations with the Bank;

3.4.4. has provided accurate, valid and complete information when undergoing digital identification;

3.4.5. has fully familiarised itself with:

· the security recommendations for the use of RBS, the rights, obligations and liability of the Parties within the framework of the RBS Agreement, as well as other terms of RBS;
· the legal consequences in connection with accession to the Rules;
· the procedure for the Bank's introduction of amendments and/or supplements to the Rules and the Bank's Tariffs;
· has given its consent to the processing of its Personal Data by the Bank.

3.4.6. has given its consent to the transfer of the Mobile Phone Number to the mobile network operator and to the processing thereof for the purpose of the Bank's provision of RBS.

3.4.7. has given its consent to the opening of a Demand Account and/or a virtual Card upon successful completion of digital identification and in the absence of a previously opened Demand Account and/or virtual Card in the national currency.

3.5. Guided by the legislation of the Republic of Uzbekistan on electronic document management, the Parties agree and equate this accepted Offer to a paper-based agreement and confirm its equal legal force.

3.6. The Offer, as well as documents generated within the framework of the RBS Agreement, shall not require affixing seals and/or handwritten signatures of the Parties, while retaining full legal force.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The rights and obligations of the Parties shall be determined by the Rules and shall arise upon the Client's acceptance of this Offer.

4.2. The Client shall be obliged to prevent the use by Third Parties of the Verification Code and the means of communication through which the Bank provides information within the framework of RBS. The Client shall bear full liability for all consequences (including any losses, damage, claims and other adverse consequences) arising as a result of the transfer to Third Parties of the One-Time Code, as well as any messages and information received from the Bank within the framework of RBS. The Bank shall not be liable for the unauthorised use by Third Parties of the One-Time Code and the information received by the Client.

4.2.1. The Client agrees that transactions effected using the Client's Authentication means shall be deemed effected by the Client and shall not be subject to contestation.

4.3. The Bank shall be obliged to ensure the confidentiality and security of the Client's Personal Data during the processing thereof.

V. EFFECT OF THE OFFER, PROCEDURE FOR AMENDING ITS TERMS AND REVOCATION

5.1. This Offer shall enter into force from the date of its acceptance in accordance with the procedure stipulated in clause 3.3 of this Offer and shall remain in effect until its termination on the grounds provided for by the Rules, as well as by the Applicable Law.

5.2. The Bank shall notify the Client of changes to the terms of this Offer no later than 10 (ten) calendar days prior to the date of the planned supplement and/or amendment, subject to the mandatory procedure of sending a notification in electronic form to the Client's Personal Account in accordance with the procedure stipulated by the Rules.

5.3. The Bank shall be entitled at any time to revoke this Offer ahead of schedule for an indefinite period due to technical, organisational, legal or other reasons by sending the Client a notice of revocation by means of an electronic message to the Personal Account, indicating the reasons for the revocation.

VI. LIABILITY OF THE PARTIES AND PROCEDURE DISPUTE RESOLUTION

6.1. The Parties shall bear liability for non-performance or improper performance of their obligations within the framework of this Offer in accordance with the applicable legislation of the Republic of Uzbekistan and the Rules.

6.2. Disputes related to this Offer shall be resolved by the Parties through negotiations between themselves. If disputes cannot be resolved through negotiations, they shall be resolved in accordance with the procedure stipulated by the Rules.

VII. MISCELLANEOUS PROVISIONS

7.1. Relations between the Bank and the Client not provided for by this Offer shall be governed by the applicable legislation of the Republic of Uzbekistan and the Rules.

7.2. In accordance with the Laws of the Republic of Uzbekistan "On Bank Secrecy", "On Informatisation" and "On Personal Data", the Client hereby freely, of its own will and in its own interests, gives its consent to the Bank to provide to Third Parties information constituting bank secrecy and personal data information, as well as other secrets protected by law, which are necessary for the Bank to perform its obligations within the framework of RBS and the RBS Agreement.

7.3. By accepting this Offer, the Client:

7.3.1. grants its consent to receive from the Bank (to the Mobile Phone Number, email address and Personal Account) advertising, commercial and other information related to the use of RBS services, including information on new services of the Bank and joint products of the Bank and Third Parties, by sending notifications via RBS channels;

7.3.2. declares its awareness of and consent to the following:

· the contact information specified in any documents provided (indicated) to the Bank may be used by the Bank to communicate to the Client any information concerning the performance of RBS and the RBS Agreement. The Client shall be obliged to prevent the use of Authentication means by Third Parties;

· the Client shall immediately inform the Bank in writing of any material changes in the information specified in any documents provided (indicated) to the Bank;

· all actions related to entering the Login, Password or Verification Code, as well as all actions performed in the Confirmation window, shall be performed personally by the Client;

· in accordance with the terms of the Rules, the Client shall register the Mobile Phone Number belonging to it and the Bank shall send all necessary information thereto in accordance with the Rules;

· for the purpose of concluding and performing a consumer loan and a loan in the form of an overdraft, as well as a microloan or the provision of a surety, etc., the Bank shall be entitled to receive and/or transfer all necessary information (credit report/credit history/information, etc.) concerning the Client and/or the subject of lending (where necessary) and/or the guarantor to/from the State Credit Information Register under the Central Bank of the Republic of Uzbekistan and/or LLC "Credit Bureau of the Republic of Uzbekistan" Credit Information Analytical Centre and other organisations (agencies, banks);

· the use (receipt) of Personal Data from any organisations.

7.4. The Client gives its consent to the Bank's audio recording of telephone conversations and video recording in the Bank's premises and to the use of the said materials as evidence in disputable situations.

7.5. The Bank reserves the right to establish limits on the conduct of transactions within the framework of RBS, as well as to implement other mechanisms reducing the risks of the Bank and the Client.

The Parties have agreed to recognise electronic documents, including documents filled in and drawn up via RBS, as documents executed in simple written form.

7.6. If any of the provisions of this Offer become illegal and/or invalid in accordance with the applicable legislation of the Republic of Uzbekistan, such provisions of the Offer shall not apply in the relations between the Parties and shall be replaced by new provisions that correspond to the maximum extent to the original intentions contained in the Offer. The remaining provisions of the Offer shall retain full force and validity.

7.7. This Offer has been developed and published in the Russian language.

VIII. ADDRESS AND DETAILS OF THE BANK

JSCB "Kapitalbank"

Address: Tashkent city, Sayilgokh Street, 7

TIN: 207127843

MFO: 01158

Tel.: +998 78 200-15-15

E-mail: info@kapitalbank.uz

Licence of the Central Bank of the Republic of Uzbekistan No. 69 dated 25 December 2021.

APPENDIX No. 3
to the Rules of Comprehensive
Banking Services for Individuals
at JSCB "KAPITALBANK"

PROCEDURE FOR THE CONCLUSION AND PERFORMANCE OF THE AGREEMENT ON THE ISSUE AND SERVICING OF BANK CARDS IN NATIONAL AND FOREIGN CURRENCY FOR INDIVIDUALS

1. ADDITIONAL TERMS AND DEFINITIONS

1.1. For the purposes of this Procedure, the following terms and definitions shall be used:

Card Activation — the procedure whereby the Bank / Processing Centres remove the technical restriction imposed upon the issue / reissue of the Card on the conduct of Transactions using the Card.

ATM — a self-service hardware and software complex for Clients, which is an integral part of cash operations of the intrabank and interbank payment system. ATMs are intended for automated dispensing of cash within the service network of the Acquirer / Bank, providing the Client with information on the status of the Card Account, providing information confirming the respective transactions, as well as performing other operations, including payment for goods and services (depending on the hardware and software capabilities).

Card Blocking — measures suspending or terminating the functioning of the Card (in the latter case, the Bank shall withdraw the Bank Card upon its presentation for servicing).

Refund Payment — funds credited to the Card Account as a result of the Client's contestation of an effected debit Transaction using the Card by submitting a dispute claim to the Bank via Mobile Banking / at the Bank's Offices and the Bank's recognition of the validity of the Client's claim.

Date of Transaction on the Card — the date on which the Client effects a Transaction using the Card for payment for goods/services and/or receipt/deposit of cash; it may not coincide with the Date of debiting/crediting of funds from/to the Card Account.

Date of Debiting/Crediting of Funds from/to the Card Account — the date of debiting/crediting of the Transaction amount on the Card Account, which shall be effected no later than the Business Day following the day of receipt by the Bank of Instructions confirming the Client's conduct of Transactions using the Cards or cancelling previously effected debits/credits of funds from/to the Card Account; it may not coincide with the Date of the Transaction.

Cardholder (Holder) — an individual (resident, non-resident) in whose name the Card has been issued by the Bank in accordance with the Applicable Law, the regulatory documents of the Central Bank of the Republic of Uzbekistan and these Rules, or the parent (guardian) of a minor.

Additional Card — an additional card to the Primary Card (to the Card Account of the Primary Card), including a payment sticker, the issuance of which requires a written application of the Primary Card holder.

Payroll Project Agreement — an agreement between the Bank / a branch of the Bank and a legal entity/individual entrepreneur on the transfer to the Accounts of the Bank's Payroll Clients of wages and payments equated thereto, as well as pensions.

Card — a bank payment card of national or international payment systems issued by the Bank, used as a means of payment and providing its Holder with the possibility of effecting Transactions in national and/or foreign currency, within the limits of the Available funds on the card and the established limit in accordance with the Rules of Comprehensive Banking Services, this Procedure, the Bank's Tariffs, the Applicable Law and the Bank's internal rules (documents).

Card Issuing Machine — an automated electronic and technical device enabling the Client to effect instant issuance of a Card without the involvement of the Bank's employees, including outside the Bank's Office.

Card Account — the Client's bank account, the funds on which may be disposed of by means of the Card.

Transaction Limit — a restriction established by the Bank/Client on the conduct of Transactions (Instructions) effected using Cards and/or RBS (where the Bank has such capability).

Multi-Currency Card — a bank payment card to which several Card Accounts in different currencies (UZS, USD, EUR) are linked. It allows the holder to store and use funds in three currencies; the change of the main Card Account shall be effected by the Client in RBS.

National Currency — the Uzbek soum.
Organisation — an organisation that has concluded an agency agreement with the Bank for the provision of payment services and that performs in-person Identification of the Client on behalf of the Bank at the moment of delivery of the bank card to the Client.

Primary Card — the first Card issued to the Card Account in the name of the Card Account holder within the framework of the Agreement, as well as a Card issued/reissued to replace a previously issued Primary Card in the event that the previous Primary Card ceases to be valid for any reason.

PIN Code — the personal identification number of the Card certifying the right to dispose of the funds held on the Card Account, confirming that the instruction has been given by the bank card holder, and restricting access of third parties to the information stored on the Card. The PIN code is confidential information and must be kept secret.

Trade (Service) Enterprise — any legal entity or individual entrepreneur accepting the Card as payment for goods and services in accordance with the requirements of the applicable legislation.

Card Suspension — temporary suspension of Transactions on the Card Account on the grounds provided for by this Procedure.

Card Unblocking — the Bank's taking of measures to resume the functioning of the Bank Card.

IVR — interactive voice response. An automated telephone system technology that allows callers to receive or provide information or make requests by means of voice input or menus.

Security Deposit — the amount of funds placed by the Client on the Card Account, unavailable for use under the Card, used by the Bank to repay an unauthorised overdraft and commissions provided for by the Agreement and the Bank's Tariffs.

Terminal / POS Terminal — an electronic payment device enabling the Client to pay for goods (works, services), receive cash at the Bank and payment cheques for the effected transactions, change the PIN Code and obtain information on the Card balance.

Self-Service Terminal — a hardware and software complex of the Bank intended for effecting, without the involvement of an authorised Bank employee, the acceptance of payments for services, works and goods, repayment of loans, etc., both using cash and bank cards, depending on the functionality and capabilities of the complex.

Transaction — any payment effected by means of the Card for goods and services, as well as a transaction for receiving cash at bank cash desks or ATMs.

Reversal — cancellation of a transaction on the terminal under the Card in the event of a communication error (connection failure) or in the event of the Client's refusal to purchase goods (services).

QR Code — a code used to store information that can be quickly and easily read by scanners and smartphone cameras. It allows various types of data to be encoded.

1.2. Other terms and definitions used in this Procedure shall have the same meanings as in the Rules of Comprehensive Banking Services.

1. SUBJECT MATTER OF THE AGREEMENT AND PROCEDURE FOR CARD ISSUANCE

2.1. This Procedure shall establish the procedure for the conclusion and performance of the Agreement on the Servicing of Bank Cards in National and Foreign Currency of an Individual (hereinafter — the Agreement).

2.2. The Client shall be entitled to hold no more than 20 (twenty) Cards (including virtual and co-badged cards) in the national currency, issued by all banks of the Republic of Uzbekistan. In the event of exceeding the said limit, the Bank shall be entitled to refuse the Client the issuance of a new Card.

Simultaneously, the Client shall be entitled to hold no more than 5 (five) Cards in the national currency (including virtual and co-badged cards) issued by the Bank. Upon reaching the said limit, the Bank shall be entitled to refuse the Client the issuance of a new Card.

2.3. For the purpose of concluding the Agreement, the Client shall submit at the Bank's Office an Application (Appendix No. 1 to this Procedure) completed in the Bank's form and the documents necessary for the conclusion of the Agreement in accordance with the requirements established by the Applicable Law and the Bank, including, when concluding the agreement on behalf of a minor under the age of 14, an application completed by the parent (guardian).

When arranging a request for Card issuance via RBS, including for subsequent issuance via a Card Issuing Machine, the Client shall submit via RBS an online Application (Appendix No. 2 to this Procedure) and press "Open Card", which shall mean the submission to the Bank of an Application for Card issuance and the Client's unconditional acceptance of all the terms of the Agreement.

The Bank shall provide new Clients, as well as existing Clients of the Bank, with the possibility of issuing Bank Cards through the Bank's Partners by submitting an electronic Application in accordance with Appendix No. 3 to this Procedure in the interface of the Bank's Partner's mobile application.

2.4. The Agreement shall be deemed concluded upon the Bank's acceptance of the Client's Application / online Application. The Bank shall accept the Application / online Application by

opening a Card Account. In this case, the Agreement shall be deemed concluded on the date of opening the Card Account in the Client's name.

The Application completed and signed by the Client / the online Application confirmed by the Client in RBS, in the event of its acceptance, shall be an integral part of the Agreement and shall confirm the Client's full and unconditional consent to the general terms of the Agreement set out in the Rules and this Procedure, and shall also confirm that, when submitting the Application / online Application, the Client has familiarised itself with and agrees to the Bank's Tariffs.

2.5. The Agreement shall be a mixed agreement and shall contain elements of a bank account agreement and an agreement on the issuance and servicing of the Card.

2.6. A copy of the Application bearing the Bank's marks shall be provided to the Client upon its request at the Bank's Office for Cards arranged at the Bank's Office.

2.7. If the Client is a minor under the age of fourteen, the Bank shall be entitled to request the following documents:

· the identification document / Electronic ID document of the parent/adoptive parent/guardian;
· the identification document of the minor Client;
· the PINFL;
· a document on adoption or establishment of guardianship/curatorship over the Client (if applicable).

2.8. The documents constituting the Agreement shall be the Rules, this Procedure, the Bank's Tariffs, and the Application / online Application accepted by the Bank.

2.9. The issued/reissued Card shall be delivered to the Holder in an inactive state. The Card shall be activated by the Client independently by setting a PIN Code by means of a POS terminal or a Self-Service Terminal (where such capability is available), or by contacting the Bank via the Bank's Customer Support Service telephone using IVR, or independently by the Client in RBS (where technically possible).

2.10. The Card shall be a personalised means of payment; the belonging of the Card to the lawful Holder — the person in whose name the Card has been issued — shall be determined by such person's name, surname and/or specimen signature appearing on the Card (where such field is available on the Card), as well as by the PIN Code.

2.11. The Bank shall open a Card Account in the Client's name for the purpose of effecting settlements using the Card, issue and deliver the Card(s) in accordance with the Application, as well as in accordance with the procedure and within the time limits established by this Procedure. For Multi-Currency Cards, the Bank shall open three Card Accounts for the Client: in the National Currency, US Dollar and Euro. In this case, the Client shall have access in RBS to the functionality for setting the main Card Account for use.

2.12. Servicing of the Card Account and the Card(s) (including Additional Cards) shall be effected in accordance with this Procedure and the Bank's Tariffs.

2.13. The Card may be used only by the Client or by another person having the right to dispose of the funds held on the Card Account, in accordance with the requirements of the Applicable Law. In the event of a violation of the requirements, liability for the use of the Card shall be borne by the Cardholder.

2.14. By acceding to the Procedure, the Client confirms:

· that it has familiarised itself with and agrees to the terms of this Procedure and its Appendices, the Bank's Tariffs and the Rules, and undertakes to comply therewith;

· its consent to the collection and processing of personal data, including data obtained from state databases, by third parties, for the purpose of concluding agreements with the Bank;

· its awareness of the need to notify the Bank in the event of loss of the Card and/or of a new Mobile Phone Number, of the loss of the Mobile Device, as well as of changes in the email address and other personal data, within 1 day from the date of such changes;

· its consent to the calculation of the Credit Limit (when using the product for Loans / Credit Cards);

· its consent to receive the Bank's news, informational and advertising materials of the Bank, as well as information on transactions effected on the Client's accounts;

· its consent to the issuance of a Multi-Currency Card;

· its awareness of the need to set the main Card Account in RBS for Multi-Currency Cards.

2.15. Upon opening the Card Account and issuing the Card, the Bank shall deliver the card through one of the following channels:

· at the Bank's Office upon the Client's completion of Verification;

· via a Card Issuing Machine upon the Client's completion of Verification;

· through an Organisation with the Client's completion of Identification — when arranging "Card Ordering" in RBS.

The choice of the Card delivery channel shall be made by the Client when submitting the Application for Card issuance.

2.16. Delivery of the Card at the Bank's Offices shall, at the Bank's option, be accompanied by the Client's Verification with recording of the fact of Card delivery.

2.17. Payment for the Organisation's Card delivery services shall be effected in accordance with the Organisation's tariffs on the basis of an agreement concluded between the Organisation and the Client.

The Bank shall not be liable to the Client for the proper delivery of the issued Card to the Client. Any disputes arising as a result of the Organisation's failure to deliver/improper delivery of the Card shall be settled by the Client independently with the Organisation.

2.18. When ordering a Card in RBS with subsequent issuance via a Card Issuing Machine, the Client shall be identified by means of a QR code generated on the RBS side and shall receive the Card directly from the Card Issuing Machine in accordance with Appendix No. 4 to the Procedure.

2.19. The terms of this Agreement shall apply to the issuance and servicing of an Additional Card, unless otherwise provided for by the Applicable Law.

3. GENERAL RULES FOR CARD USE

3.1. The Card issued in accordance with the Agreement may be used to pay for goods or services, to receive cash at bank cash desks or ATMs (except for a virtual Card), to transfer funds, as well as for payments via the Internet using its number and other security attributes in accordance with Appendix No. 5 to the Procedure.

3.2. For the purpose of receiving notifications of Transactions using the Card, upon its receipt the SMS notification service shall be activated/re-activated:

· for Cards of international payment systems (VISA, MASTERCARD) and national payment systems (Uzcard, Humo) — automatically upon issuance of the Card. A change of the Mobile Phone Number for an existing Card shall be effected at the Bank's Offices by submitting an Application in accordance with Appendix No. 6 to this Procedure.

3.3. The Client shall bear full liability for the relevance/change of the Mobile Phone Number during the further use of the Card. The Card PIN Code may be changed by the Cardholder by means of Self-Service Terminals / POS terminals supporting the function of changing the PIN Code of the Card of the respective Payment System, or in RBS (where technically possible). When setting a new PIN Code, it is not recommended to use combinations of identical or consecutive digits. The Holder may change the PIN Code an unlimited number of times.

If the PIN Code is lost, the Holder shall apply to the Bank's Office to change the PIN Code (Application, Appendix No. 6 to this Procedure) or to reissue the Card.

3.4. To maintain the operability of the Card, the Holder shall be obliged to observe the conditions of storage and use of the Card set out in Appendix No. 7 to this Procedure and shall not allow:

· exposure of the Card to magnetic fields. Sources of magnetic fields may include: metal objects (coins, magnetic clasps, rulers, etc.); certain models of mobile phones; video and audio devices; handheld metal detectors, etc.;

· mechanical damage to the Card;

· soiling of the Card;

· exposure of the Card to high temperatures, as well as aggressive environments that destroy the plastic and/or chip of the Card.

3.5. The Holder may use the Card until the expiry of its validity period. The validity period of the Card is indicated on its front side and is designated by two digits of the month and the last two digits of the year. The Card shall be valid until the last day of the month and year indicated thereon, inclusive.

3.6. Upon expiry of the validity period, the Card may be reissued at the Client's initiative (issued to replace the expired Card) for a new period, including in RBS (where available). For reissuance of the Card/Additional Card, the Client shall, during the last month of the Card's validity or after the expiry of the Card's validity period, submit an Application (Appendix No. 1 to this Procedure) at the Bank's Office or via RBS (where the Bank has such capability) by arranging an electronic Application in RBS, unless otherwise provided for by the banking product agreement.

3.7. The Card shall not be used for any unlawful purposes, including the purchase of goods (works, services) prohibited by the Applicable Law.

The Card Account may be used by the Client for:

· crediting to the Client's account funds received from other accounts, both of the Client itself and from accounts of other individuals or legal entities, in accordance with the Applicable Law;
· conducting non-cash transactions within the framework of the Applicable Law;

· transferring funds for the purpose of opening time and/or savings deposits, subject to the availability of the respective types of deposits, on the terms of separately concluded agreements;
· conducting other transactions/actions with the Card Account within the framework of the Applicable Law.

3.8. If the PIN Code is entered incorrectly 3 (three) times, the Card shall be automatically blocked. To unblock the Card, the Holder shall apply to the Bank's Office and submit an Application in the form of Appendix No. 6 to this Procedure or submit an Application in RBS (where technically possible).

3.9. When making a purchase or receiving cash, the Holder shall enter the PIN Code and, where necessary, sign the cheque confirming the conduct of the Transaction on the Card. When entering the PIN Code or signing the cheque, the Holder shall verify the correctness of the indicated amount and shall not sign a cheque on which the Transaction amount has not been entered. In the event of refusal of the purchase/service, the Holder shall ensure that the Transaction has been cancelled (Reversal).

3.10. When a Transaction is effected on the Card, an employee of the Trade (Service) Enterprise shall not be entitled to request the Holder or another user of the Card to present an identification document and the PIN Code, unless otherwise established by the Payment System rules or the Applicable Law. Receipt of cash at a bank cash desk shall be effected only upon presentation of an identification document, except for cases provided for by the Applicable Law and/or the Payment System rules.

3.11. In the event of refusal of the purchase/services, the cost of the goods/services shall be refunded to the Client's Card in accordance with the procedure established by the Bank and/or the Payment System. The Cardholder shall not be entitled to demand cash reimbursement of the cost of goods purchased using the Card and returned to the seller.

3.12. In the event of disagreement with the amount of funds debited from the Card Account, the Client shall notify the Bank by applying to the Bank's Office with a written application. To control the correctness of the debiting of Transaction amounts on the Card, the Client shall obtain statements on the Card Account/Card when visiting the Bank's Office or via RBS. In the event of detection of discrepancies between the Transactions (amounts) indicated in the statement and those actually effected (paid), the Client shall inform the Bank of the substance of the identified discrepancies in accordance with the procedure established by these Rules.

The Client's requests regarding disagreement with the amounts debited from the Card Account/Card shall be considered by the Bank in accordance with the Payment System rules.

3.13. Transactions using Cards shall be effected within the limits established by the Bank and/or the Client. Transactions using the Card may be effected both with and without Authorisation — in the cases provided for by the Payment System rules and/or the Applicable Law.

3.14. When a Transaction is effected on the Card, the correct entry of the PIN Code, the use of the Verification Code and the correct Card details shall constitute for the Bank unconditional confirmation of the fact that the Transaction has been effected personally by the Cardholder and the grounds for Authorisation of such Transaction (if the Authorisation procedure is provided for by the Payment System rules) with the subsequent debiting of the Transaction amount from the Card Account/Card, and the Client shall bear liability for the conduct of such Transaction.

3.15. Transactions effected using the Card details (the Card number, its validity period, information placed on the magnetic stripe (where available) and the microprocessor (chip) of the Card, and other data the use of which makes it possible to effect Transactions on the Card Account) shall be deemed Transactions effected using the Card. All provisions of the Agreement, including the Bank's Tariffs, concerning Transactions effected using the Card shall apply to Transactions effected using the Card details.

3.16. The Client shall take all possible measures to prevent the loss of funds from the Card Account as a result of unauthorised use of the Card, namely:

· subscribe to the SMS Notification Service to receive timely information by SMS messages on all movements on the Cards/Card Account;

· not transfer the PIN Code and/or the Card to third parties;

· not write the PIN Code on the Card;

· not store the PIN Code together with the Card;

· not disclose the Card details (the full Card number, the Card validity period) and other data necessary for conducting a Transaction, except for cases of applying to the Bank on Card servicing matters;

· ensure that the Card and its details are inaccessible for use by third parties, keep the Card with oneself or in a place inaccessible to others;

· regularly check the presence of the Card in the place of its storage, especially after a prolonged absence (vacation, business trip, etc.);

· not present several Cards at once when paying for goods (services);

· not respond to emails or SMS messages requesting personal data or Card data, and avoid following unverified or suspicious links. Treat with suspicion any company or person requesting code information, passport number, Card number and its PIN Code, information on recent Card Transactions or other confidential information;

· install and regularly update software protecting the Mobile Device used for conducting Transactions on the Internet from network attacks, installation of malicious software and theft of personal information.

3.17. The Parties agree that the Bank shall inform the Client of Transactions effected using the Card or its details by posting a respective notification in Internet Banking or Mobile Banking. To receive the Bank's notifications of Transactions effected using the Card or its details and/or RBS, the Client shall be obliged to access Internet Banking/Mobile Banking on a daily basis to obtain statements on the Card Account and Cards. In the event of detection of discrepancies between the Transactions (amounts) indicated in the statement and those actually effected (paid), the Client shall immediately notify the Bank thereof in accordance with the terms of these Rules.

Additionally, the Processing Centre of the Payment System shall inform the Client of Transactions effected using the Card or its details by means of the SMS notification service, if such service is activated.

3.18. The Client shall dispose of the funds placed on the Card Account by effecting Transactions in accordance with the Applicable Law, the Rules, this Procedure, the Bank's Tariffs and the Bank's internal documents and procedures.

3.19. Confirmation of the conduct of a Transaction shall be a slip (cheque) / electronic cheque or another document meeting the requirements of the Applicable Law and/or a statement on the Card Account of Transactions.

3.20. The use of the Card or its details shall be governed by the Applicable Law, the Rules, this Procedure and the rules of the Payment System to which the Card belongs.

3.21. The Bank shall provide services under the Agreement subject to the availability of Available funds on the Card sufficient to pay the commissions due to the Bank in accordance with the Bank's Tariffs, except for Cards with a Credit Limit. The opening of the Card Account and issuance of the Card shall be effected only upon payment of the respective commission in the amount specified in the Bank's Tariffs.

3.22. For the purpose of the Client's performance of obligations to the Bank, the Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to debit, without any additional instructions of the Client, on the basis of the Applicable Law, funds from the Card Account (including from the amount of the security deposit) opened within the framework of this Agreement, in the amount of the Client's outstanding Indebtedness to the Bank under this Agreement, including amounts under Transactions effected using the Card or its details and commissions established by the Bank's Tariffs, as well as the Client's Indebtedness to the Bank under other Agreements, and partial satisfaction of the Bank's claims for debiting funds from the Card Account shall be

permitted. For Multi-Currency Cards, the debit shall be effected primarily from the main Card Account under the Multi-Currency Card, and in the absence or insufficiency of funds, the debit shall be effected from the remaining linked Card Accounts under the Multi-Currency Card.

3.23. In the event of the Bank's erroneous crediting of funds to the Card Account opened in accordance with this Agreement, the Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to debit, without any additional instructions of the Client, funds from the Card Account in the amount erroneously credited to the Client's Card Account. Partial debiting of funds from the Card Account in the said cases shall be permitted.

3.24. The Client shall be entitled to close the Card Account and the Card by submitting an Application (Appendix No. 1 to this Procedure) at the Bank's Office or an online application via RBS in accordance with the Payment System rules and the Bank's internal rules. In this case, the Client may receive the remaining Available funds held on the Card Account to its demand deposit account with the Bank and/or receive the remaining funds to another Card Account and/or in cash through the Bank's cash desk. Closure of the Card(s)/Card Accounts and return to the Client of the remaining funds shall be effected in accordance with the procedure and within the time limits established by the Applicable Law and the Payment System rules.

3.25. The Client gives its consent and authorises the Bank to suspend the conduct of Transactions on the Card Account and/or the Card (block the Card) if no transactions have been conducted on the Card and/or the Card Account during the last 3 (three) months and there are no remaining funds on the Card/Card Account.

3.26. The Client gives its consent and authorises the Bank to unilaterally block the Card if no transactions have been conducted on the Card and/or the Card Account during 1 (one) year, but there are remaining funds on the Card/Card Account.

3.27. The Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to block bank Cards opened in a quantity exceeding the established norms of the Bank and/or the Applicable Law, within the framework of fraud prevention requirements, with notification of the Client by SMS message or by other means provided for in the Rules and the Procedure.

3.28. The Client agrees and authorises the Bank to close the Card and the Card Account if the issued/reissued Card has not been received by the Client within 12 months from the date of issuance/reissuance.

3.29. Blocking of the Card may be effected at the Client's initiative by the following means:

· by contacting the Contact Centre;

· by visiting the Bank's Office and submitting an Application in the form of Appendix No. 6 to this Procedure;

· via RBS.

To unblock the Card, the Client shall undergo Identification (Digital Identification) via RBS or by applying to the Bank's Office with an Application (Appendix No. 6 to this Procedure).

3.30. Blocking of the Bank Card may be effected for the purpose of counteracting the legalisation of proceeds from criminal activities, the financing of terrorism and the financing of the proliferation of weapons of mass destruction and/or upon the instruction of specially authorised bodies, as well as for the purpose of ensuring compliance with Sanctions requirements.

3.31. Interest shall not accrue on the remaining funds on the Card Account, unless otherwise established by the Bank's current Tariffs.

3.32. In the event of disagreement with a card Transaction or detection of fraudulent/suspicious transactions, the Client shall be entitled to contest the Transaction in accordance with the procedure provided for in Appendix No. 8 to the Procedure.

3.33. For the purchase of foreign currency to top up the Card Account, or the sale of foreign currency held on the Card Account, the Client shall submit via RBS an online Application or submit an Application (Appendix No. 9 and Appendix No. 10 to this Procedure) completed in the Bank's form at the Bank's Office, indicating the amount of foreign currency that the Client intends to buy/sell, as well as the details of the Card/PC to which the foreign currency/National Currency is credited, and the details of the Card/PC from which the National Currency/foreign currency is respectively debited.

Currency purchase/sale transactions shall be effected in accordance with the Bank's Tariffs and at the current purchase/sale rate posted on the Bank's website on the Internet, at the Bank's Offices, as well as in RBS directly when the Client effects the transaction.

By effecting a currency purchase/sale transaction, the Client shall be deemed to have familiarised itself with the Bank's current rate and the Bank's Tariffs.

3.34. By effecting a transaction for payment for goods/works/services via the Alipay service in the Bank's RBS, the Client confirms that it has familiarised itself with and agrees that a Refund of the payment under the said Transactions shall not be effected by the Bank, and in accordance with the operating rules of the Alipay service, the Bank shall not be liable for such Transactions. For Refunds of payments effected using the Alipay service in the Bank's RBS, the Client shall apply to the Trade Enterprise where the Transaction was effected.

4. RIGHTS AND RESPONSIBILITIES OF THE CLIENT

4.1. The Client shall be obliged to:

4.1.1. Pay the Bank the commission for Card issuance on the day of submission of the Application and prior to the opening of the Card Account and issuance of the Card in accordance with the Bank's Tariffs.

4.1.2. Pay the Bank's services/commission fees in accordance with the Bank's Tariffs in effect at the time of the Transaction, as well as top up the Security Deposit.

4.1.3. Use the Card in accordance with the Agreement, within the limits of the Available funds on the Card, during the validity period of the Card indicated on the front side of the Card.

4.1.4. Not use the Card to pay for goods and services prohibited for sale by the Applicable Law.

4.1.5. Bear liability for all Transactions using the Cards, including Additional Cards, effected in violation or improper performance of the provisions of the Rules, the Payment System rules and this Agreement. Upon issuance of an Additional Card to the Card Account, or transfer of the Card to third parties, bear liability for all actions performed by third parties using the Cards.

4.1.6. Upon receipt of the Card:

· at the Bank's Office — undergo the respective Client Verification;
· via a Card Issuing Machine — provide the QR code generated on the RBS side;
· through an Organisation — undergo Identification;
· independently set the PIN Code by means of a terminal, ATM or RBS (where technically possible).

4.1.7. Notify the Bank of changes in the place of residence, passport data or telephone numbers within 5 banking days from the date of the said changes.

4.1.8. Perform the terms of the Agreement, including those set out in the Appendices to this Procedure.

4.1.9. Comply with the rules and procedure for the use of the bank card established by the Payment System.

4.1.10. In the event of loss of the Card, immediately block it via RBS or by calling the Customer Support Service telephone and providing the identification document data and the Code Word.

4.1.11. Submit the Card(s)/Additional Card(s) to the Bank upon the Bank's first request.

4.1.12. Regularly visit the Bank's website on the Internet in order to obtain updated information on changes in the Bank's Tariffs, instructions and other documents used within the framework of the Agreement.

4.1.13. Use the Card within the limits of the remaining funds on the Card Account, the Credit Limit and during the validity period of the Card.

4.1.14. Exercise caution when storing the Card, keep the PIN Code secret and not disclose it, except for cases of transfer to third parties of the right to dispose of the funds held on the Card Account (unless otherwise provided for by the Applicable Law or the Payment System rules).

4.1.15. Pay expenses related to the Cardholder's violation of the Agreement, as well as compensate the Bank's losses caused by non-compliance with the terms of the Agreement and the Rules.

4.1.16. Provide, upon the Bank's request, the documents and information necessary for conducting proper due diligence of the Client, including additional information on the transaction being conducted, within the time limits established by the Bank.

4.1.17. Within 30 days from the moment of the occurrence of indebtedness in the amount of an unauthorised overdraft formed as a result of the use of the Card at Trade (Service) Enterprises entitled to accept Cards for payment without the Authorisation procedure, repay such indebtedness in the amount of the unauthorised overdraft. Repayment of the formed indebtedness in the amount of the unauthorised overdraft shall be possible via RBS (where technically possible) and/or at the Bank's Office.

4.1.18. The Client being a minor between the ages of fourteen and eighteen shall be obliged to provide the Bank with the current Mobile Phone Number of one of the parents (adoptive parent/guardian) for the Bank to send messages to the parent (adoptive parent/guardian) on suspicious Transactions on the Card/Card Account effected by the Client.

4.1.19. Upon receipt of the Card from the Organisation, the Client shall be obliged to provide the Organisation's authorised person with the original identification document / Electronic ID document, take a photo with the identification document / Electronic ID document, as well as with the received Card, on the Organisation's camera. Upon receipt of the Card, the Client shall link the Card in RBS. In the event of non-compliance with the said requirements, the Bank, represented by the Organisation, shall be entitled to refuse the Client the transfer and servicing of the Card.

4.2. The Client shall have the right to:

4.2.1. Effect Transactions on the Card within the limits of the remaining funds on the Card Account and within the Spending Limit specified in the Application, taking into account the Transaction Limit established by the Bank, in accordance with the procedure and on the terms provided for by the Agreement and the Payment System rules.

4.2.2. Top up the balance on the Card Account by depositing cash at the Bank's cash desk, as well as by non-cash means in accordance with the Applicable Law.

4.2.3. Submit Applications for funds transfers within the limits of the Available funds on the Card.

4.2.4. Arrange an Additional Card to the Card Account in the Client's own name in accordance with the Bank's Tariffs and in accordance with the procedure established by the Bank's internal documents.

4.2.5. Set a Spending Limit on the Card issued to the Client's Card Account; if the Spending Limits set upon the Client's application exceed the restrictions established by the Bank in accordance with the Bank's Tariffs, Transactions (Instructions) shall be effected in accordance with the Transaction Limits established by the Bank's Tariffs.

4.2.6. Submit to the Bank a claim in respect of a Transaction that the Client doubts as to authenticity or that the Client did not effect, within no more than 90 calendar days from the moment of the transaction. The claim shall be submitted to the Bank in writing, indicating the reasons causing the Client's doubt and attaching paper copies of documents confirming the Client's doubt.

4.2.7. Receive a statement on the Card Account/Card via RBS or upon personal application to the Bank's Office, upon presentation of an identification document.

4.2.8. Suspend the operation of the Cards or close the Card Account and the Card, including an Additional Card, in accordance with this Procedure.

4.2.9. Receive from the Bank full information on the rules for the use of the Card and the limits of liability of the holder and the issuer of the Card for transactions effected using it.

4.2.10. Receive from the Bank full information on the effected Transactions.

4.2.11. Close the Card Account or the Card, or additional Cards, provided that there are no remaining funds on the Card Account, by submitting an online Application via RBS (where the Bank has such capability) in accordance with the Payment System rules and the Bank's internal rules.

4.2.12. Other rights provided for by the Applicable Law.

5. RIGHTS AND OBLIGATIONS OF THE BANK

5.1. The Bank shall be obliged to:

5.1.1. Open a Card Account for the Client and issue the Card upon a positive decision based on the results of consideration of the Application and the Client's submission to the Bank of all documents necessary for opening the Card Account and issuing the Card, and service them in accordance with the Applicable Law, the Bank's local regulatory acts, the Comprehensive Banking Services Agreement and this Procedure.

5.1.2. Debit the Client's Card Account for the amount of Transactions effected by the Client using the Card at Trade (Service) Enterprises, ATMs, Self-Service Terminals, the Bank's Office, as well as for the amount of Transactions effected via the Internet using the Card details.

5.1.3. In the event of a positive decision based on the results of consideration of the Application, issue/reissue the Card to the Client within 3 (three) banking days from the date of submission of the Application, excluding the Card delivery period (where the Bank has a delivery service).

5.1.4. Credit to the Cardholder's Card Account funds received by non-cash means, including the amount of refund payments and Reversal (transaction cancellation), in accordance with the Bank's current Tariffs.

5.1.5. Block the Card immediately upon receipt from the Client of a notification of the loss of the Card or its unlawful use in accordance with the requirements of the Rules.

5.1.6. Provide the Client with the SMS Notification Service on the basis of a respective application.

5.1.7. Ensure the execution and correctness of settlements for Transactions using the Card.

5.1.8. Consider the Client's requests, including in the event of disputable situations related to the use of the Card.

The time limit for consideration of a request and provision of a preliminary response to the Client shall be governed by the rules and requirements of the Applicable Law. For transactions requiring additional time for examination and investigation, the Bank shall indicate in the preliminary response the final time limit for providing a response to the Client.

5.1.9. Notify one of the parents/adoptive parents/guardians of a minor Client between the ages of fourteen and eighteen of suspicious Transactions on the Card/Card Account effected by such Client.

5.2. The Bank shall have the right to:

5.2.1. Suspend the operation of the Card(s), including Additional Cards, due to the Client's failure to perform the terms of this Procedure and/or the Rules, as well as for the purpose of ensuring compliance with the requirements of the Applicable Law and obligations under the Agreement or under another Agreement concluded between the Client and the Bank within the framework of the RBS Agreement.

5.2.2. Unilaterally block or restrict the conduct of Transactions on the Card Account and/or the Card in the event of a threat of fraud or other danger to the interests of the Bank and the Client, as well as in cases determined by the Applicable Law.

Debit, without acceptance and without additional instructions of the Client (a pre-authorised acceptance), funds from the Card Account in the event of a threat of fraud or other danger to the Bank's interests. In this case, the Bank may place the debited funds on a special bank Account pending clarification of the reasons or the adoption of a respective court decision/ruling (sentence) or a decision of another authorised body.

5.2.3. Temporarily suspend the conduct of transactions using the Card, as well as withdraw the Card, by posting a notice of the decision taken in the Client's Personal Account, in the event of:

· circumstances obviously evidencing the unlawful use of the Card or its details;
· use of the bank card by a person not authorised to do so;
· other cases established by this Procedure and the Applicable Law.

5.2.4. Close the Card (with closure of the Card Account) issued/reissued and not received by the Client within 1 (one) year from the date of issuance/reissuance of the Card, without refund of the paid commission. For the purpose of the Bank's exercise of the rights to close the Card Account and the Card, the Client confirms that this clause shall constitute the Client's Application for closure of the Card Account and the Card.

5.2.5. Close the Card and the Card Account if no transactions have been conducted on the Card and/or the Card Account during 1 (one) year from the moment of the last Transaction and there are no remaining funds on the Card/Card Account. For the purpose of the Bank's exercise of the rights to close the Card Account/Card, the Client confirms that this clause shall constitute the Client's Application for closure of the Card Account and the Card.

5.2.6. Close the Card/Card Account or block the Card and transfer the remaining funds on the Card/Card Account to account 29842 — "Dormant Deposit Liabilities", if no transactions have been conducted on the Card and/or the Card Account during 1 (one) year from the moment of the last Transaction and there are remaining funds on the Card/Card Account. For the purpose of the Bank's exercise of the rights to close the Card Account/Card or block the Card, the Client confirms that this clause shall constitute the Client's Application for closure of the Card Account/Card or blocking of the Card at the Bank's option and for the transfer of the remaining funds to the respective account. The Client shall be entitled to receive the remaining funds on the Card/Card Account transferred to account 29842 — "Dormant Deposit Liabilities" by applying to the Bank's Offices.

The Bank shall notify the Client of the closure of the Card/Card Account or the blocking of the Card and the transfer of the remaining funds to account 29842 — "Dormant Deposit Liabilities" by sending an SMS message to the Mobile Phone Number / a PUSH notification in RBS.

5.2.7. Verify the correctness of the information specified in the Application and, in the event of unreliability of the information, refuse the Client the issuance of the Card and the opening of the Card Account without explanation of the reasons.

5.2.8. For the purpose of counteracting the legalisation of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, require the Client to provide information and documents enabling the Client's identification and confirming the lawfulness of transactions effected on the Card Account.

Unilaterally refuse to perform its obligations under the Agreement, in whole or in part, on the day the Bank detects:

· reasonable suspicion of the use of the Card for the purpose of legalisation of proceeds from criminal activities, financing of terrorism and financing of the proliferation of weapons of mass destruction;
· repeated conduct of suspicious (dubious) transactions or reasonable suspicion of the use of the Card for conducting transactions for the purpose of legalisation of proceeds from criminal activities and financing of terrorism.

5.2.9. Debit, without acceptance and without additional instructions of the Client (a pre-authorised acceptance), funds from the Card Account, including from the Security Deposit, for the purpose of the Client's performance of obligations to the Bank arising from the following transactions:

· the agreement concluded in accordance with this Procedure, including commissions established by the Bank's Tariffs;
· a loan agreement concluded between the Bank and the Client, including principal, interest, penalties, fines, reimbursements and other payments provided for by the loan agreement;
· a surety agreement concluded with the Bank, under which the Client acts as a guarantor;
· other agreements concluded between the Bank and the Client.

5.2.10. Apply penalty sanctions approved by the Bank and suspend the operation of the Card in the event of the Client's violation of the terms of the Agreement and in the event that, as a result of the Client's use of the Card, the Bank is exposed to an unjustified risk of financial losses.

5.2.11. Refuse a Trade (Service) Enterprise the Authorisation procedure in the event of insufficient funds on the Card Account.

5.2.12. Charge to the Client's Card Account commission expenses incurred by the Bank that are not provided for by the Bank's Tariffs but are provided for by the Payment System, as a result of the provision to the Client of services related to the performance of obligations under the Agreement.

5.2.13. In the event of double reflection/crediting of funds on the Client's Account and/or Card and the Client's unjustified expenditure thereof, or in the event of an overdraft (indebtedness) on a debit Card and/or Account, or in the event of detection of the fact of the Client's Unjust Enrichment at the expense of the Bank's funds, the Bank shall obtain the irrevocable and unconditional right to debit, without acceptance and without dispute, funds from all of the Client's accounts/cards in national or foreign currencies with JSCB "Kapitalbank", and in their absence — from any other accounts and other bank cards of the Client in national or foreign currencies, for the purpose of repaying the Client's indebtedness caused by the double reflection/crediting of funds or by overdrafts (indebtedness) on a debit Card and/or Account, or for the Bank's return of the amount of Unjust Enrichment.

5.2.14. The indebtedness specified in clause 5.2.13 of this Procedure shall be debited from the Client's accounts/cards in foreign currency by the Bank without acceptance (unilaterally) by

conversion into the national currency "soum" at the current rate of the Central Bank of the Republic of Uzbekistan as of the debit date.

5.2.15. In the event of an overdraft (indebtedness) on a debit Card and/or Account, and upon expiry of 30 days from the date of formation of such overdraft (indebtedness) on the Card and/or Account, the Bank shall obtain the irrevocable and unconditional right, and the Client shall give its consent and authorise the Bank, to unilaterally block the Card.

5.2.16. For detected transactions classified and/or declared by the Client as unauthorised, the Bank reserves the right to take measures to contest card transactions in accordance with the operating rules of international payment systems, including in the absence of a written application of the Client.

5.2.17. Credit to the Cardholder's Card Account funds received by non-cash means, including the amount of Refund Payments and transaction cancellations, in accordance with the Bank's current Tariffs. When effecting a funds refund transaction, the charging of a commission in accordance with the Bank's Tariffs shall remain at the Bank's discretion.

5.2.18. Propose amendments and/or supplements to the Agreement in accordance with the procedure provided for by the Rules.

6. LIABILITY OF THE PARTIES

6.1. The Bank shall not be liable for force majeure situations beyond its control and for situations related to failures of external settlement systems, Payment Systems, data processing and transmission systems, as well as if the Card has not been accepted for payment by a third party.

6.2. The Bank shall not be liable for commissions and additional payments charged by other credit institutions, financial institutions, Payment Systems and other settlement participants for the conduct of Transactions using the Card or its details.

6.3. The Bank shall not be liable for Transactions effected on the Card, including Transactions using the Card details, prior to the Bank's receipt of the Client's notification of the suspension of Transactions on the Card (blocking) or of the loss of the Card. In accordance with the requirements of the Payment Systems, the Bank shall be obliged to effect payments using the Card or its details and shall be entitled to debit the Client's Card Account for amounts equivalent to the amounts of Transactions effected prior to the moment of the Client's declaration of the suspension of Transactions on the Card (blocking) or of the loss of the Card.

6.4. The Bank shall not be liable to the Client in the following cases:

· if the Cardholder has violated the rules and procedures stipulated in the Rules, the Agreement, the Bank's Tariffs and the Applicable Law;
· in the event of unlawful actions on the part of the Cardholder;
· if the loss of the bank card and/or the PIN Code occurred through the fault or negligence of the Client.

6.5. The Bank shall not be liable:

· for the Client's financial losses if transactions were conducted via the Internet using the Card details;
· for the impossibility of performing its obligations due to circumstances beyond the Bank's control;
· for the improper performance by Trade (Service) Enterprises of their obligations to sell goods/works/services;

· for failures in the operation of equipment or communication channels of third parties involved in the conduct of Transactions;

· for the reimbursement of funds for Transactions that do not correspond to or contradict the terms of the Agreement or for the reasons specified in clause 5.2.6 of this Procedure;

· for the reimbursement of a commission withheld during the conduct of a Transaction, in the event of the Client's contestation of the Transaction as a disputable transaction and the return to the Client of the Transaction amount in the course of the proceedings.

6.6. In the event of Transactions conducted on the Card/Card Account in a currency other than the currency of the Card Account, the conversion of funds shall be effected at the Payment System rate or at the Bank's rate as of the date of the Transaction on the Card/Card Account and as of the date of debiting/crediting of funds from/to the Card Account. The date of the Transaction on the Card/Card Account may not correspond to the date of debiting/crediting of funds from/to the Card Account. The rate may not coincide with the Payment System/Bank rate in effect as of the Date of debiting/crediting of funds from/to the Card Account.

Accordingly, the amount of funds held on the Card as of the date of the Transaction on the Card may differ from the amount of funds debited from the Card Account as of the Date of debiting/crediting, and in the event of return of goods/refusal of a service, the amount debited from the Card Account upon payment by the Card may differ from the amount of funds returned to the Card Account. The exchange rate difference returned as a result thereof may not be the subject of a claim by the Client, with which the Client fully and unconditionally agrees.

6.7. The Client shall bear liability:

· for violations of the terms of the Agreement;

· for the safekeeping and storage of the Card, as well as for Transactions effected by means of the Card by the Client or by third parties in possession of the Card details;

· for the transfer of the PIN Code and Card details to third parties;

· for any transactions that took place before the Bank was notified in writing of the disclosure of the PIN Code to third parties;

· for all Transactions conducted using the Card prior to the moment of notification of the Bank, in the event of the Client's loss of the Card;

· for all Transactions conducted via the Internet using the Card details;

· for the accuracy of all information provided to the Bank;

· for all actions of a minor child (ward) effected with the Cards and accounts opened by the Bank upon applications.

7. TERM OF THE AGREEMENT

7.1. The Agreement shall enter into force from the moment of its conclusion by the Parties in accordance with this Procedure and shall be of an indefinite nature.

7.2. The Agreement may be terminated ahead of schedule upon the Client's Application (Appendix No. 1 to this Procedure). The Client shall be obliged, on the day of submission of the Application, to return all valid Cards issued under the Agreement.

The Agreement may be terminated ahead of schedule by submitting an online application for closure of the Card and the Card Account in RBS, provided that there are no remaining funds on the Card Account.

The return of the remaining funds from the Card Account shall be effected in accordance with the requirements of the Applicable Law, the Payment System rules and this Procedure.

7.2.1. Upon termination of the Agreement on the issuance and servicing of cards of international payment systems, the Application / online application shall be submitted no later than 45 (forty-five) calendar days prior to the intended date of termination of the agreement.

The Client shall be obliged, on the day of submission of the Application, to return all valid Cards issued under the Agreement.

7.2.2. Upon termination of the Agreement on the issuance and servicing of cards of national payment systems by submitting an online application in RBS, the online application shall be submitted no later than 30 (thirty) calendar days prior to the intended date of termination of the agreement.

7.3. Termination of the Agreement shall be possible only provided that:

· the Client has performed all obligations under the Agreement;
· the Client has no indebtedness to the Bank.

7.4. In the event of the Client's failure to receive the Card within 12 months from the date of issuance/reissuance of the Card, and provided that there are no other valid Cards issued within the framework of the Agreement, the Agreement shall be deemed terminated (annulled). The Client confirms that this clause shall constitute the Client's Application for closure of the Card Account and the Card.

7.5. Upon termination of the Agreement, all commissions related to the Card/Card Account and transactions thereon, paid by the Client in accordance with the Bank's Tariffs prior to the moment of termination of the Agreement, shall not be refunded to the Client.

7.6. Termination of the Agreement shall entail termination of the Parties' obligations under the Agreement and shall constitute grounds for closure of the Card Account.

8. FINAL PROVISIONS

8.1. Disputes and disagreements arising from the Agreement shall be resolved in accordance with the procedure provided for by the Rules.

8.2. In all other matters not determined by the terms of this Procedure, the Parties shall be governed by the Applicable Law, the Rules and the Bank's Tariffs.

8.3. All amendments and supplements made to the Agreement shall be valid if effected in accordance with the requirements of the Rules.

9. APPENDICES TO THIS PROCEDURE

9.1. The following Appendices shall form an integral part of this Procedure (depending on the form of submission of requests (electronic or written) and the terms, the form of applications may differ from the appended one):

Appendix No. 1 — "Application for Issuance/Reissuance/Closure of the Card"

Appendix No. 2 — "Online Application for Issuance of a Bank Card"

Appendix No. 3 — "Application for Issuance of a Bank Card" in the Bank's Partner's interface

Appendix No. 4 — "Rules for the Use of Card Issuing Machines"

Appendix No. 5 — "Rules for Compliance with Security when Conducting Transactions via the Internet Using the Bank's Cards"

Appendix No. 6 — "Application for Blocking/Unblocking/Resetting the Card PIN Code and Activating SMS Notification Service"

Appendix No. 7 — "Conditions for the Storage and Use of the Card"

Appendix No. 8 — "Procedure for the Acceptance and Consideration of Clients' Applications on Disputable Transactions"

APPENDIX No. 1
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

APPLICATION

From: _____

(Full Name of the individual / legal representative)

I request to open or close in the name of _____

(Full Name of the child (ward), birth certificate No. ___ dated ..20___,,)

the bank cards indicated below, as well as the respective accounts thereto*:

□ **ISSUANCE**	□ **REISSUANCE**		□ **CLOSURE**
□ UZCARD DUO □ UZCARD KIDS in the name of my child (ward) □ HUMO □ HUMO KIDS in the name of my child (ward)	□ Visa Instant □ Visa Gold □ Visa Infinite □ Visa Platinum □ Visa Gold Kids in the name of my child (ward)	□ MasterCard Standard □ MasterCard Gold	**Service Package "Kapital Premium":** □ Visa Infinite Veneer □ Visa Infinite Metal Edge **Service Package "Kapital Privilege":** □ Visa Infinite Metal Edge □ MasterCard World Black Edition
	□ Primary international bank card Visa **□ Additional international bank card Visa**	**□ Primary international bank card MC** **□ Additional international bank card MC**	□ MasterCard World Elite Metal Edge □ MasterCard World Black Edition

Reason for bank card reissuance: □ Damage/Loss □ Card validity period expired
□ Card compromise □ Change in the spelling of the surname/name in the ID document

□ Technical malfunction of the card □ Fraudulent actions committed using the card

Number of the reissued/closed bank card:

									*	*	*	*	*	*				

CLIENT INFORMATION:

Passport details _____

Series and number of the ID document, issued by whom and when

Date of birth: _____ *Citizenship:* ____
Day/month/year Indicate your citizenship

Registered address: _____
Indicate the full registered address as stated in your passport (other ID document)

Mobile phone number: _____

e-mail: _____

I also request the following additional service:
□ Activate SMS notification service
Mobile phone number for sending SMS notifications:

9	**9**	**8**									

Mobile phone number of the parent / adoptive parent / guardian for sending SMS notifications:

9	**9**	**8**									

FOR OFFICIAL USE:
Place of work: _____
Please indicate in block letters the name of the enterprise where you work

Address of the organisation: _____
Indicate the legal address of the enterprise where you work

Position: ____ _____Office telephone: _____
Indicate your position *Indicate the contact telephone*

CODE WORD:

Indicate the code word for remote identification when contacting the support service:

Card account number/numbers[1]:

№:_____
№:_____
№:_____

CONTROL INFORMATION:
I have familiarised myself with and agree to the terms of the RBS Agreement, the Public Offer, the Bank's Tariffs and the Rules for the Use of Bank Cards of JSCB "Kapitalbank", and the terms of the Service Package. (website www.kapitalbank.uz)
I confirm the accuracy of the information contained in this Application.

STATUS OF THE BANK CARD AT THE TIME OF SIGNING THE APPLICATION:

☐ Card with the number indicated in the application

☐ Lost / surrendered to the bank and destroyed in my presence

Signature of the Bank Card (Account) Holder **Date**

[1] in the event of opening a Multi-Currency Card, three accounts shall be automatically opened in the currencies: USD (US dollar), EUR (EURO), UZS (soum) for recording transactions

APPENDIX No. 2
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

Online Application
for the Issuance of a Bank Card

Product selection _____ Card type _____ Currency type _____ Delivery method (when ordering cards with delivery) _____ Confirmation via the electronic button for depositing funds

APPENDIX No. 3
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

JSCB "Kapitalbank"
from _____
(surname, name, patronymic of the applicant)

Application
for the Issuance of a Bank Card

I request you to issue in my name the following bank card(s):

☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐

As well as to open the respective accounts in __ (*name of currency*)

Client Information	
Full Name	
Identification Document	
Citizenship	
Series and Number of the Document	
Date of Issue of the Document	
Place of Issue of the Document	
Date of Birth	
Registered Address	
Telephone Number	
Email Address	
Code Word	

I have familiarised myself with the Bank's Tariffs, the Public Offer and the terms of the Rules of Comprehensive Banking Services for Individuals of JSCB "Kapitalbank" in effect (website: kapitalbank.uz) as of the time of completion of this Application, I agree thereto and undertake to comply therewith. I confirm the accuracy of the information contained in this Application.

· The Bank has the right to verify the information contained in this Application

· The Bank may use the information contained in this Application to send advertising and informational materials of the Bank

· The Bank reserves the right to refuse the issuance of a bank card without explanation of the reason

I agree to receive all information on the card account via remote banking service channels.

In the event of the absence of a balance on the demand account and of transactions on this account within 12 months, I request you to terminate the bank account agreement with me unilaterally and close the account.

Date of completion:

Signature:

APPENDIX No. 4
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

RULES FOR THE USE OF CARD ISSUING MACHINES

1. The requirements of these Rules shall apply to Clients' transactions using the services of Card Issuing Machines installed on the premises and outside the buildings of the Bank.

2. Within the framework of these Rules, the Client shall have access, by means of Card Issuing Machines, to the transaction for the issuance of bank cards of local and international payment systems.

3. Transactions using Card Issuing Machines shall be effected by the Client on a 24/7 basis (round the clock and on any day of the week), except for cases of software and hardware maintenance, during the occurrence of Technical Failures and/or detection of Incidents for the purpose of their elimination.

4. The obligation for the technical support of Card Issuing Machines, the acceptance and processing of Requests regarding Incidents that have occurred, and the examination thereof shall be vested in the responsible employees of the Payment Equipment Department, within the limits of the powers granted and in accordance with the Bank's internal regulatory documents.

5. Upon the occurrence of Incidents or disruption of the operation of Card Issuing Machines, the Client shall be entitled to apply to the Bank's Office or to the 24/7 support service:

· via the short number of the Contact Centre: 1340;
· via the Bank's contact number: +(99871) 200-15-15;
· by email at: info@kapitalbank.uz;
· via the Telegram bot at: customer_support@kapitalbank.uz.

6. Only the Bank's Clients who have undergone identification at the Bank's Office or Digital Identification in RBS may receive a bank card from a Card Issuing Machine.

7. An application for the issuance of a bank card (including an Additional Card) shall be submitted via RBS in the "Cards" section.

8. For the issuance of the Card, the Client shall familiarise itself with and accept the Rules and the Appendices thereto.

9. In accordance with the Bank's current Tariffs, a commission for the issuance of the Bank Card may be charged to the Client.

10. The method of Card receipt shall be selected — "Via a Card Issuing Machine", and a QR code shall be generated by the mobile application.

11. Having approached one of the Bank's Card Issuing Machines, the Client shall select the payment system on the screen of the Card Issuing Machine, place the mobile phone displaying the QR code directly against the QR code reader located on the Card Issuing Machine, and thereby give the command to issue the Bank Card, confirming it with an OTP code.

12. If the Card Issuing Machine fails to read the QR code, the Client shall be provided with a message on the error that has occurred and the way to resolve it.

13. The process of issuance of the Bank Card by the Card Issuing Machine shall be effected within 1–3 minutes. A Card Account shall be automatically opened for the Client, and the SMS Notification Service shall also be activated.

14. Prior to the issuance of the Bank Card to the Client, information on the procedure for independent activation of the Bank Card shall be displayed on the screen of the Card Issuing Machine or in the mobile application.

15. By accepting the card activation information on the Card Issuing Machine, the Client shall receive a personalised Bank Card with automatic activation of the 3D-Secure service (for cards of international payment systems). The Client shall take the card from the Card Issuing Machine without signing the Register of receipt of the Bank Card in the form approved by the Bank, since the record of issued bank cards shall be maintained in electronic form directly by the Card Issuing Machine itself.

16. Upon receipt of the Bank Card from the Card Issuing Machine, the Client shall verify the correctness of the surname and name indicated on the front side of the card. If errors in their spelling are detected, the Client shall notify the Bank thereof by applying to any Bank sales point or to the Bank's 24/7 support service.

17. Activation of the Bank Card may be effected in the Bank's mobile application, for which the Client shall:
— In the "Cards" section of the Bank's mobile application, select the card from the list;

— Tap on the card in order to set a PIN code;

— Confirm the action to set the PIN code;

— Set the PIN code in accordance with the requirements of the Bank's mobile application;

— Receive a PUSH notification on the successful setting of the PIN code and balance check at the nearest ATM.

18. If the Bank Card has not been dispensed by the Card Issuing Machine, the Client shall apply to the Bank's 24/7 Support Service.

19. For the purpose of eliminating the Incident, the Client shall submit a Request and provide an explanation of the attempt to issue the Bank Card, as well as indicate the address of the location of the Card Issuing Machine, the date, the time of the transaction, etc.

20. The examination of the Incident shall be conducted within ten days from the date of receipt of the Request and in accordance with the requirements of the legislation and the Bank's internal documents.

21. Upon identification of the causes and confirmation of the Incident by the respective employees of the Bank's structural divisions, the issuance of the Bank Card shall be effected where possible.

APPENDIX No. 5
to the Procedure for the Conclusion and Performance of the Agreement
on the Issue and Servicing of Bank Cards in
National and Foreign Currency for Individuals

RULES FOR COMPLIANCE WITH SECURITY WHEN CONDUCTING TRANSACTIONS VIA THE INTERNET USING THE BANK'S CARDS

I. Pay with a separate Card.

Do not use your primary Card, the account of which holds a large amount of funds, for payments on the Internet. Open a separate Card and Card Account for such purposes and transfer funds to this account as needed.

II. Do not leave your Card details on unfamiliar websites.

Try not to leave information about yourself and your Card on websites about which you know nothing. Check where the organisation to which you intend to make a payment is located. If there is no address at all, or if it does not inspire confidence, then before paying, consider whether it is worth doing so.

III. Use a secure Website.

Reliable online stores use special technologies that guarantee the protection of your personal information when conducting a transaction.

Cyber fraudsters may attempt to intercept your data when transmitting it to an online store; therefore, reliable stores use encryption technology for personal data transmitted over the Internet. One of the ways to determine the security of a website is to check its URL: it should begin with the prefix "https" rather than "http". If you are in doubt, call the online store's customer service and ask about the security policy used.

Pay attention to various certificates confirming the security of settlements via the respective website.

IV. Acquire a security program for your computer.

Acquire a comprehensive computer security program that can detect and block potential threats when making purchases on the Internet.

Security programs are not very expensive, but they can save significant funds by preventing internet fraud before damage is caused to you. A reliable security system (for example, McAfee® Internet Security) provides continuous protection regardless of which websites you visit. The functions of the McAfee® Internet Security system, such as protection against personal data theft, phishing protection and SiteAdvisor®, help maintain the confidentiality of your personal data.

V. Trust only reliable stores.

If you are not fully confident in the reliability of a website, do not make purchases there.

If anything about the company from which you intend to place an order causes you concern, do not conduct the transaction. If an offer seems "too good to be true", it may not be worth accepting. There are many other online stores — it is enough to follow a few more links.

If you have the slightest suspicion of the unlawful debiting of funds from the Card Account, apply to the Office of the Bank that issued your Card. You have a certain period of time to refuse or contest the unlawful debiting of funds from your Card Account. The duration of this period should be clarified at the Bank's Office upon receipt of the card.

APPENDIX No. 6
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

APPLICATION FOR BLOCKING/UNBLOCKING/RESETTING THE CARD PIN CODE AND RE-ACTIVATION OF SMS NOTIFICATION SERVICE

From: _____

(Full Name of the individual / legal representative)

I request to block/unblock/reset the PIN code of the card and/or change the telephone number for SMS notification service in the name of _____

(Full Name of the child (ward), birth certificate No _____ dated ..20_,) the plastic cards indicated below, as well as the respective card accounts:

□ BLOCKING **□ UNBLOCKING** **□ PIN CODE RESET**

<table>
<tr><td rowspan="2">□ UZCARD DUO
□ UZCARD KIDS in the name of my child (ward)
□ HUMO
□ HUMO KIDS in the name of my child (ward)</td><td>□ Visa Instant
□ Visa Gold
□ Visa Infinite
□ Visa Platinum
□ Visa Gold Kids in the name of my child (ward)</td><td>□ MasterCard Standard
□ MasterCard Gold</td><td>Service Package "Kapital Premium":
□ Visa Infinite Veneer
□ Visa Infinite Metal Edge

Service Package "Kapital Privilege":
□ Visa Infinite Metal Edge
□ MasterCard World Black Edition</td></tr>
<tr><td>□ Primary international bank card Visa
□ Additional international bank card Visa</td><td>□ Primary international bank card MC
□ Additional international bank card MC</td><td>□ MasterCard World Elite Metal Edge
□ MasterCard World Black Edition</td></tr>
</table>

Reason for blocking/unblocking/PIN code reset and change of telephone number for SMS notification service for the bank card:

□ Loss/theft

□ Compromise

□ Fraudulent actions committed using the card

□ PIN code change

□ Telephone number change

I request to block the Card:

									*	*	*				*	*	*				

I request to unblock the Card:

									*	*	*				*	*	*				

Card with the number indicated in the application for changing the telephone number for

receiving SMS notifications

									*	*	*				*	*	*				

Telephone number to be disconnected from SMS notification service:

Telephone number to be connected to SMS notification service:

CLIENT INFORMATION:

Passport details _____

Date of birth: _____ Citizenship: Resident/Non-resident

Day/month/year Indicate your citizenship

Registered address: _____

Indicate the full registered address as stated in your passport

Mobile phone number:_____ e-mail:_____

Indicate the telephone number with the prefix

CONTROL INFORMATION:

I agree that the Bank:

□ has the right to verify the information contained in this Application

□ may use the information contained in this Application to send advertising and informational materials of the Bank

□ reserves the right to refuse the issuance of a bank card without explanation of the reason.

I hereby confirm that I shall personally bear property and other liability for all actions of the child (ward) effected with the card opened by the Bank under this Application (in the event of opening a card for use by a minor child (ward)).

I have familiarised myself with and agree to the terms of the RBS Agreement, the Public Offer, the Bank's Tariffs and the Rules for the Use of Cards of JSCB "Kapitalbank". (website www.kapitalbank.uz)

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

Signature of the Card (Account) Holder Date

✓	

Official action/decision/not	Full Name of the employee	Signature
Application received by		✓
Approved by: Head of the Retail		✓

APPENDIX No. 7
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

CONDITIONS FOR THE STORAGE AND USE OF THE CARD

Setting/resetting and storage of the card pin code
The PIN code may have a maximum length of 4 digits.

Immediately upon personal receipt of the Card, confidentially set your PIN code thereon, observing the following rules:

✓ When setting the PIN code, do not use repeated digits, significant dates or publicly known data about you (for example: date of birth, car number, telephone number, etc.).

✓ Do not write down your PIN code; memorise it.

✓ Do not disclose the PIN code of your Card to third parties. No one, including the Bank's employees and the Trade (Service) Enterprise, has the right to demand disclosure of your Card's PIN code. If you disclose your Card's PIN code to another person, all liability for Transactions effected on your Card shall be borne by you, since only you are the lawful Cardholder under the agreement with the Bank that issued the Card for you.

✓ If you discover that your PIN code has been, against your will, disclosed to third parties, it is necessary to confidentially change the PIN code.

✓ When changing the PIN code, it is necessary first to enter the current PIN code of the Card, and then to reset it to a new one, following the prompts of the POS terminal or Self-Service Terminal (where such capability is available).

✓ Change the PIN code regularly, at least once a month. If your salary is credited to your Card, try to change the Card PIN code in advance, 1–2 days prior to the next crediting of the salary to the Card Account. In this case, the security of the funds credited to the Card Account is increased, even in the event of loss of the Card.

✓ Remember that a PIN code entered incorrectly three times in a row blocks the Card. In this regard, carefully ensure that, during the entry of the PIN code, each press of the respective key of the keyboard is displayed as a stylised "asterisk" on the terminal display or on the screen of the POS terminal or Self-Service Terminal. This will mean that all the entered digits of the PIN code on the keyboard of the POS terminal or Self-Service Terminal have been accepted by the device for processing. Otherwise, due to insufficient pressing of the keyboard button or a malfunction of the button, you may enter an incorrect PIN code and block the Card.

✓ If you have entered the PIN code incorrectly twice and then entered it correctly on the third attempt, the number of PIN code entry attempts shall be restored to three.

✓ Unblocking of the Card is possible only at the Office of the Bank that issued your Card. In the event of blocking of the Card due to the entry of an incorrect PIN code three times, unblocking of the Card is possible by calling the Customer Support Service and providing the operator with the identification document data and the Code Word. To unblock the Card at the Bank's Office, it is necessary to have the identification document with you, as well as a duly executed power of attorney

for the use of the Card (if you are the authorised person of the lawful Cardholder).

✓ At the Bank's Office, your Card shall be checked and unblocked. During the unblocking procedure, you shall be required to set a new Card PIN code personally and confidentially.

Storage and Transfer of the Card to Third Parties

The Card is a non-cash settlement instrument that enhances the safekeeping and security of the use of your funds and provides additional convenience when making purchases of goods and services. However, without your compliance with a number of security measures, the advantages of the Card will be insignificant.

Therefore, you must always remember and comply with the following rules:

1. Do not store the Card together with a wallet and cash, as well as in those places of clothing where there is a high probability of accidental damage to the Card (for example: the back pocket of trousers, storage together with keys and other items, etc.).

2. Do not transfer the Card, even for a short time, to third parties, if you are subsequently unable to control the actions they perform with the Card. Periodically check the presence of the Card.

3. Write down and store the number of your Card, as well as the code of the bank institution that issued the Card, which are printed on its front side.

4. If you decide to entrust the use of your Card to another person, it is necessary to formalise this properly and ensure that the authorised person has familiarised itself with and understood the recommendations of these Conditions and is ready to comply with them strictly.

5. Always try to visually control the actions with your Card on the part of the personnel of the Trade (Service) Enterprise and the Bank's employees, and never leave the Card in an ATM / Self-Service Terminal or a trade terminal.

6. Avoid exposure of the Card chip to various types of radiation, moisture and aggressive chemicals; do not use the Card for purposes other than its intended use — this will lead to its breakage.

Actions upon Loss/Damage and upon Finding a Previously Lost Card

If you or your authorised person have lost the Card, you must immediately notify the Bank thereof in accordance with the Rules.

Remember that if Transactions are effected using your lost Card, the amounts of such Transactions shall not be refunded to you by the Bank. Therefore, in order to reduce the risks of loss of funds from the Card, do not disclose your PIN code to third parties.

If you have found a previously lost Card in respect of which you have already submitted an application to the Bank on its loss and blocking, do not under any circumstances attempt to use this Card as a means of non-cash payment — your Card is already blocked and may be retained by an ATM / Self-Service Terminal.

First of all, you must call the Customer Support Service and report the finding of the previously lost Card that was blocked. Thereafter, the Bank's employees shall provide you with further instructions.

If the found Card was blocked upon an attempt to use it at a terminal/ATM/Self-Service Terminal, you must present the Card at the Bank's Office for its unblocking. You must have the identification document with you, as well as a duly executed power of attorney for the use of the Card (if you are an authorised person).

Remember that the BANK shall not reimburse you for funds under Transactions that occurred on your Card in the following cases:

- Transactions were effected prior to the moment of blocking of the Card.
- The Transaction has not reached the processing centre.

Actions in the Event of a Failure Situation Occurring during the Use of the Card

You must always remember that the Card and the equipment of the infrastructure in which it is used, although they are high-tech modern hardware and software devices, may also be subject to failures of various kinds. Below is a list of the most common failures and emergency situations when using the Card:

1. Funds were debited from the Card Account at an ATM, but cash was not dispensed

In this case, you must wait for the ATM to print the Transaction receipt. Thereafter, print at the same ATM the history of Transactions on the Card for which the funds were not dispensed. Then apply to the bank institution (the contact telephone number should be indicated on the ATM receipt) that services this ATM, submit an application of the established form regarding the debiting of funds from your Card and the non-dispensing thereof by the ATM, and attach the receipt or a copy of the Transaction receipt. You must have the Card, the identification document, as well as a notarised power of attorney for the use of the Card (if you are the authorised person/Client's Representative). It is possible that, after a preliminary investigation of the situation at the ATM, you will additionally need to apply to the bank institution that issued your Card.

2. Funds were not debited from the Card Account at an ATM, but cash was dispensed

In this case, you must wait for the ATM to print the Transaction receipt. Thereafter, it is necessary to print at the same ATM the history of Transactions on the Card from which the funds were not debited, but the funds were nevertheless dispensed by the ATM. Then apply to the bank institution (the contact telephone number should be indicated on the ATM receipt) that services this ATM and submit an application of the established form regarding the non-debiting of funds from your Card and the dispensing thereof by the ATM, attach the receipt or a copy of the Transaction receipt, and deposit the cash amount received at the ATM into the bank's cash desk. You must have the Card, the identification document, as well as a duly executed power of attorney for the use of the Card (if you are the authorised person/Client's Representative).

In order to avoid the above and other failures, you must ensure that:

- Prior to effecting a Transaction with your Card, the personnel of the Trade (Service) Enterprise has made sure that the trade terminal is in proper working order, that receipt paper is loaded and ready for printing (if the terminal is full-function), and that autonomous power supply elements — batteries/accumulators — are installed (if the terminal is portable).

- During the effecting of a Transaction with your Card in the terminal, the personnel of the Trade (Service) Enterprise does not remove your Card from the terminal's card reader and does not disconnect the terminal from the power supply (if the terminal is full-function), and does not remove the autonomous power supply elements from the

terminal (if the terminal is portable) until the completion of the Transaction and the printing of the transaction receipt.

- At the moment of printing of the Transaction receipt by the terminal, the personnel of the Trade (Service) Enterprise does not run the paper through by pressing the respective button of the terminal keyboard and does not manually force the pulling out of the Transaction receipt being printed.

- The Transaction receipt has been printed legibly, with the mandatory indication of: the date/time of the Transaction, the Card number, the Authorisation code, the success/failure of the Transaction and other details of the Transaction. If the copy of the receipt handed to you does not meet these requirements, ask the cashier to repeat the printing of the receipt.

Note:

- Never, under any circumstances, leave receipts of Transactions with your Card near the ATM / Self-Service Terminal or the terminal where you effected a Transaction on the Card.
- If an ATM has captured your Card, you must apply to the bank institution (the contact telephone number should be indicated on the ATM receipt) that services this ATM. You must have the identification document with you, as well as a duly executed power of attorney for the use of the Card (if you are the authorised person/Client's Representative).
- If the ATM / Self-Service Terminal / terminal takes too long to perform any Transaction with your Card (it seems to you that the ATM / Self-Service Terminal has "frozen"), try to wait for the completion of the Transaction and receive the Card back.

APPENDIX No. 8
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

Procedure for the Acceptance and Consideration of Clients' Applications on Disputable Transactions

In the event of disagreement with a card transaction or detection of fraudulent/suspicious transactions, the Client shall submit an Application (Appendix No. 1 to this Procedure) by applying to the Bank's Offices, to the Contact Centre service, or via RBS using the "Instructions for Execution" service.

Contestation shall be possible subject to the fulfilment of the following conditions:

· verification of the correctness of the transactions and the presence of all transactions specified in the application in the database, and clarification of the Cardholder's reasons for disagreement therewith;

· no more than 90 (ninety) calendar days have passed from the date of the card transaction;

· the number of disputable card transactions declared as Fraud amounts to no more than 30 (thirty) transactions conducted on international plastic cards within a period of no more than 90 (ninety) calendar days;

· the allowable minimum amount of one card transaction contested as dubious/fraudulent shall be no less than 5 (five) US dollars at the Central Bank rate as of the date of creation of the contestation request;

· The minimum amount for opening a contestation request (for example, on the grounds of "Service not provided" or "Goods not delivered") may vary. For certain categories of transactions, for example, in the travel sector (airlines, hotels, car rentals, etc.), the minimum transaction amount on the basis of Table 11.4.3 "Minimum Dispute Amounts" specified in the "Visa Core Rules and Visa Product and Service Rules" shall be 25 US dollars or the equivalent in the national currency at the Bank's selling rate as of the transaction date.

Exception: If the Client contests a transaction with confirmed fraud (for example, compromised card data) and unsuccessful ATM transactions, the minimum amount of one transaction shall be 5 US dollars or the equivalent in the local currency; if a card transaction does not meet the above conditions, the Bank reserves the right to refuse to consider the Application.

The minimum time limit for consideration of a contestation request shall be 30 calendar days in the Visa Access system and 45 calendar days in the Mastercom system, and the maximum shall be 165 calendar days.

If the contestation request is accepted by the Acquirer Bank, the Bank shall credit the winning amount of funds to the Client's account upon receipt of the results of the consideration of the case by the IPS dispute resolution committee.

If the Client disagrees with the decision taken on the rejection of the contestation request by the Acquirer Bank, the Client shall be entitled to continue the contestation process with escalation to Pre-Arbitration. The Bank reserves the right to refuse escalation to Pre-Arbitration in the event of indisputable evidence from the Acquirer Bank confirming the validity of the rejection, taking into account the additional expenses at this stage.

In accordance with the IPS rules, the time limit for consideration of the Pre-Arbitration process shall be 30 calendar days in the Visa Access system and 45 calendar days in the Mastercom system.

If the contestation request at the Pre-Arbitration stage is accepted by the Acquirer Bank, the Bank shall credit the winning amount of funds to the Client's account upon receipt of the results of the consideration of the case by the IPS dispute resolution committee.

If the Client disagrees with the results obtained from the contestation stage at the Pre-Arbitration stage, the Client shall be entitled to continue the contestation of the bank card with the transfer of the consideration to the Arbitration stage, which shall be the final stage of consideration of the contestation request and shall have a commission established by the IPS at the IPS tariff rate as of the current date of escalation of the request to Arbitration.

The Bank reserves the right to refuse to initiate the Arbitration process in the event of indisputable evidence from the Acquirer Bank confirming the validity of the rejection, as well as where the amount of the contested transaction is below the established minimum threshold, taking into account the additional expenses at this stage.

Upon the Client's declaration of fraudulent/suspicious transactions, the Bank shall be entitled to unilaterally block the card or restrict the conduct of transactions on the Client's card in order to avoid repeated unauthorised debits.

If the Client refuses to reissue a compromised card, liability for further possible unauthorised debits on the card shall be borne by the Client.

The Bank shall not be liable for compensation of funds in the event of an unsuccessful contestation process.

Appendix No. 1
to the Procedure for the Acceptance and Consideration
of Clients' Applications on Disputable Transactions

АКБ «KAPITALBANK»

Application for Contesting Transactions at JSCB Kapitalbank

Main Cardholder's particulars:

Name, Surname:_____

Contact Number: _____

E-mail address: _____

Card number of JSCB Kapitalbank on which the disputable transactions were effected:

							*	*	*	*	*	*				

I decline the following transactions (supporting documents attached)

№	**Name of the supplier of goods or services**	**Transaction date**	**Amount in transaction currency**	**Amount in card account currency**

Please complete the form for each disputable transaction (operation), indicating the detailed type of contestation (each transaction must be described separately in accordance with the items). Incorrect data provided and failure to submit all relevant documents may result in the invalidity (failure) of the funds refund procedure for the disputable transaction (operation).

I confirm that I have already attempted to contact the supplier of goods/services (the merchant) to resolve the disputable situation/ I am providing a description of the ordered goods/services:

_____

_____

_____

_____

Supporting documents attached*	☐	Receipts and payment vouchers for the goods
	☐	Agreement or order confirmation
	☐	Confirmation of the return of the goods
	☐	Notification from the merchant
	☐	Screenshots of correspondence with the merchant

** required sections **

Reminder*: In accordance with the Rules of Comprehensive Banking Services for Individuals of JSCB KAPITALBANK, in the event of **fraudulent** transactions on the card, the Bank shall have the right and shall be obliged to block the card or restrict the conduct of transactions on the card account.

☐	**Unauthorized transaction** I did not authorized or participated in the transaction(s) indicated above or authorized anyone to engage in the	

	transaction(s).	
☐	**I agree to the card blocking process being carried out by Bank employees.**	
☐	**I am informed, that crediting funds to the account of a blocked card that has not been reissued is impossible in the event of a successful transaction dispute of the transaction (the funds will be credited to the account of the reissued card).**	

☐	**Incorrect amount or currency** The amount/currency billed by the Merchant was different from the sales draft or documents that I had authorized.	
☐	**Refund not processed** I have not received my refund from the Merchant.	
☐	**Unauthorized multiple transactions** I did not participated in the other transaction(s).	
☐	**Transaction paid by other means** Payment for the transaction(s) was made in full by other means (another card, cash, etc.).	
☐	**Non-receipt of goods or services** I have not received the merchandise/services/ATM cash for the transaction.	
☐	**Merchandise or services received were not as described or were defective.**	
☐	**Duplicated processing** I confirm that the above-mentioned transaction was erroneously charged to my account twice.	

YES ☐	**I am informed that the minimum period for consideration of the dispute process is 30/45 calendar days, and it may be extended during the dispute process*.**

YES ☐	**I am informed that the Bank is not responsible for*:** • Compensation of funds in the event of an unsuccessful dispute process; • Compensation of possible exchange rate differences that have arisen; • Compensation of the withheld commission for the transactions effected; • Repeated charges by the same merchant if the card has not been reissued.I am informed that the Bank is not responsible for*:

Signature of the primary cardholder _____ **« » _____ 20___** **Date**	**Full name of the employee _____** **Branch _____** _____ **Signature**

APPENDIX No. 9
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

APPLICATION
for purchase of foreign currency

I request to exchange the national currency in the amount of

_____ **soums**,
(amount in figures and in words)

held on personal bank card № 8600 ___XX XXXX _____

for foreign currency in the amount of
_____ USA Dollars

☐ with the opening of an international VISA plastic card and crediting of the funds in foreign currency thereto;

☐ with crediting to international VISA plastic card № 4278 XXXX XXXX_____

(if there is an international payment card opened in the name of the applicant)

_____

Signature of the applicant _____ Date: "__"___ ___20___y.

_____
(Bank employee's signature)

_____
(Stamp)

Signatures verified, account balance is sufficient.

APPENDIX No. 10
to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of Bank Cards in National and Foreign Currency for Individuals

To the Head of _____
_____
FRB "Kapital 24" of JSCB "Kapitalbank"
_____
From: _____
_____
_____
(Full name of the applicant)
Residing at the address:
_____
_____
_____

APPLICATION
for the Conversion of Foreign Currency into National Currency

I request to exchange foreign currency in the amount of

_____ _____USA Dollars
(*amount in figures and in words*)

held on personal international plastic card No. 4278_____XX XX XX

for national currency in the amount of:

_____ soums
(*amount in figures and in words*)

☐ with crediting to the soum plastic card; ☐ UZCARD ☐ HUMO

№ XXXX XX XX XXXX_____

_____
(Full name)

Signature of the applicant _____ Date: "__"___ ___20___y.

_____
(Bank employee's signature)

_____
(Stamp)

Signatures verified, account balance is sufficient.

APPENDIX No. 4
to the Rules of Comprehensive
Banking Services for Individuals
at JSCB KAPITALBANK

PROCEDURE FOR THE CONCLUSION AND PERFORMANCE OF THE AGREEMENT ON OPENING AN INDIVIDUAL'S DEMAND DEPOSIT (ACCOUNT)

1. ADDITIONAL TERMS AND DEFINITIONS

1.1. For the purposes of this Procedure, the following terms and definitions shall be used:

Demand Account Agreement (Agreement) — the procedure for opening an individual's demand account, concluded between the Client and the Bank.

Demand Account — a demand deposit account opened by the Bank for the Client in accordance with this Procedure for the acceptance and crediting of incoming funds, as well as for the execution of the Client's Instructions on the debiting, transfer and disbursement of the respective amounts upon first demand and the performance of other transactions on the demand deposit account on the terms and in accordance with the procedure provided for by this Procedure and the applicable legislation of the Republic of Uzbekistan.

1.2. Other terms and definitions used in this Procedure shall have the same meanings as in the Rules of Comprehensive Banking Services.

2. GENERAL PROVISIONS

2.1. This Procedure shall establish the procedure for the conclusion and performance of the Demand Account Agreement.

2.2. For the purpose of concluding the Agreement, the Client shall submit to the Bank's Office an Application (Appendix No. 1 to this Procedure) and the documents necessary for the conclusion of the Agreement in accordance with the requirements established by the Applicable Law and the Bank. The Agreement shall be deemed concluded upon the Bank's acceptance of the Client's Application. The Bank's acceptance shall be the opening of a Demand Account for the Client.

For the opening of a Demand Account in RBS, the Client shall complete an online Application (Appendix No. 2 to this Procedure) in RBS and initiate the opening of the account by pressing the "Open Account" button.

The Application completed and signed/accepted by the Client, in the event of its acceptance by the Bank, shall be an integral part of the Agreement and shall confirm the Client's full and unconditional consent to the general terms of the Agreement set out in the Rules and this Procedure, and shall also confirm that, when submitting the Application, the Client has familiarised itself with the Bank's Tariffs.

A copy of the Application bearing the Bank's marks shall be provided to the Client upon its request at the Bank's Office.

2.3. The Bank shall open a Demand Account for the Client and shall accept instructions on the deposit only from the Client or its authorised representative in accordance with the applicable legislation of the Republic of Uzbekistan. The Bank's debiting of funds from the deposit without the instruction and consent of the Client or its authorised representative may be effected only in cases provided for by the legislation of the Republic of Uzbekistan.

2.4. Transactions on the Demand Account shall be effected in accordance with the requirements of the Applicable Law, this Procedure and the Bank's internal regulatory documents.

2.5. Interest on the use of funds held on the Client's Demand Account shall not be accrued by the Bank, unless otherwise provided for by the Bank's Tariffs.

2.6. The documents constituting the Agreement shall be:

· the Rules of Comprehensive Banking Services;
· this Procedure, including the Bank's current Tariffs;
· the Client's Application (or online Application) to the Bank for the opening of a Demand Account, accepted by the Bank.

2.7. The Client shall have access to all Accounts opened in its name with the Bank within the framework of the RBS Agreement, through the Personal Account of Internet Banking and Mobile Banking, including the possibility of arranging Instructions for the transfer of funds from the Client's Accounts in accordance with the terms of the Rules of Comprehensive Banking Services for Individuals.

3. OBLIGATIONS OF THE BANK

3.1. The Bank shall be obliged to:

3.1.1. Upon the Client's request, when applying to the Bank's Office, provide the Client with a statement on the Demand Account containing its details.

3.1.2. Keep the Client's funds, credit amounts received to the Demand Account, execute the Client's Instructions on their transfer and disbursement at the Bank's cash desks, as well as perform other transactions provided for the Demand Account by the Applicable Law, the Bank's rules established in accordance therewith and the terms of the Agreement, and provide the Client with the necessary information on the performance of the instructions given to the Bank. In the event of insufficient funds on the Demand Account, funds shall not be debited.

3.1.3. Upon the Client's first demand, execute its payment instruction no later than the day following the day of receipt by the Bank of the respective Client instruction. If the Client's Instruction is received after the end of the Business Day or on weekends or public (non-working) holidays, the Transactions shall be effected on the first Business Day following the weekends or public (non-working) holidays.

4. RIGHTS OF THE BANK

4.1. The Bank shall have the right to:

4.1.1. Debit, without acceptance and without additional instructions of the Client (a pre-authorised acceptance), funds from the Demand Account for the purpose of the Client's performance of obligations to the Bank arising from the following transactions:

· the agreement concluded in accordance with this Procedure, including commissions established by the Bank's Tariffs;
· a loan agreement concluded between the Bank and the Client, including principal, interest, penalties, fines, reimbursements and other payments provided for by the loan agreement;

· a surety agreement concluded with the Bank, under which the Client acts as a guarantor;
· other agreements concluded between the Bank and the Client.

4.1.2. In the event of the Bank's erroneous crediting of funds to the Demand Account opened in accordance with the Agreement, as well as in the event of erroneous transfer of funds by the Pension Fund of the Republic of Uzbekistan or its division, including after the occurrence of circumstances entailing the termination of payments in accordance with the norms of the Applicable Law, the Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to debit, without any additional instructions of the Client, funds from the Demand Account in the amount erroneously credited to the Client's Demand Account, including upon the demand of the Pension Fund of the Republic of Uzbekistan or its division that paid the funds. Partial debiting of funds from the Demand Account in the said cases shall be permitted.

4.1.3. Credit funds to the Demand Account by the account number belonging to the Client.

4.1.4. Refuse to accept a settlement document in cases of its improper execution or contradiction of the operations entrusted to the Bank with the Applicable Law.

4.1.5. For the purpose of counteracting the legalisation of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, require the Client to provide information and documents enabling the Client's identification and confirming the lawfulness of transactions effected on the Demand Account.

4.1.6. Propose amendments and/or supplements to the Demand Account Agreement in accordance with the procedure provided for by the Rules.

4.1.7. Close the Demand Account and/or transfer the remaining funds from the Demand Account to account 29842 — "Dormant Deposit Liabilities", if no transactions have been conducted on the Demand Account during 1 (one) year from the moment of the last Transaction and there are remaining funds on the Demand Account. The Client confirms that this clause shall constitute the Client's Application for the transfer of the remaining funds to the respective account. The Client shall be entitled to receive the remaining funds on the Demand Account transferred to account 29842 — "Dormant Deposit Liabilities" by applying to the Bank's Offices.

The Bank shall notify the Client of the closure of the Demand Account or the transfer of the remaining funds from the Demand Account to account 29842 — "Dormant Deposit Liabilities" by sending an SMS message to the Mobile Phone Number / a PUSH notification in RBS.

5. OBLIGATIONS OF THE CLIENT

5.1. The Client shall be obliged to:

5.1.1. Effect Transactions on the Demand Account that are not related to entrepreneurial activities and do not contradict the Applicable Law.

5.1.2. In the event of a change in the Client's full name, address and/or passport data, submit to the Bank's Office, within 5 (five) calendar days, the original documents and an application confirming the fact of the changes. All changes made to the documents shall be effective for the Bank from the moment of their submission to the Bank.

5.1.3. Pay the cost of the Bank's services when effecting Transactions on the Demand Account in accordance with the Bank's Tariffs.

5.1.4. Regularly (at least once a week), independently or through authorised persons, visit the Bank's website at www.kapital24.uz to check for information on amendments and/or supplements made to the Bank's Tariffs and Rules. In the event of disagreement with the amendments and/or supplements made to the Bank's Tariffs and/or Rules, the Client shall be entitled to terminate the RBS Agreement and/or the Agreement concluded in accordance with this Procedure.

5.1.5. Conduct transactions on the Demand Account in strict compliance with the Applicable Law and the Bank's local acts. The Client shall bear liability for the accuracy of the documents and data submitted for opening the Demand Account and effecting transactions thereon.

5.1.6. In the event of detection of funds erroneously credited to and/or debited from the Demand Account, immediately notify the Bank thereof.

5.1.7. In the event of detection of funds erroneously credited to and/or debited from the Demand Accounts, immediately notify the Bank thereof and not use the Demand Accounts for conducting transactions related to entrepreneurial activities.

6. RIGHTS OF THE CLIENT

6.1. The Client shall have the right to:

6.1.1. Receive a savings certificate when applying to the Bank's Office. For demand deposits (accounts) opened by the Client via RBS, no savings certificate shall be issued; all information shall be generated in electronic form, and the depositor shall be provided with the possibility of real-time monitoring using the RBS of JSCB Kapitalbank.

6.1.2. Effect settlements provided for by the Applicable Law and the terms of the Demand Account Agreement. Funds transfers shall be effected on the basis of the Client's Instruction.

6.1.3. Grant the Representative the right to dispose of the funds held on its Demand Account on the basis of a duly executed power of attorney drawn up in accordance with the requirements of the Applicable Law.

6.1.4. Terminate the power of attorney issued to the Representative for the disposal of the Demand Account. In this case, the Client shall be obliged, on the day of the early revocation of the power of attorney, to notify the Bank thereof in writing and attach to the notice a copy of the application on the revocation of the previously issued power of attorney. If the day of early termination of the power of attorney falls on weekends or public (non-working) holidays, the Client shall submit the written application on the first business day following the weekends or public (non-working) holidays. In the event of untimely notification of the revocation of the power of attorney, the Bank shall not be liable for transactions effected on the Demand Account by the Representative.

7. LIABILITY OF THE PARTIES

7.1. The Bank shall not be liable if the settlement documents submitted by the Client incorrectly specify the details of the recipient of funds, which resulted in the erroneous crediting of amounts, as well as for the lawfulness of the suspension of transactions, arrests and debits of funds on the basis of decisions (resolutions, etc.) of judicial and other authorities in respect of the Client's Demand Account and the correctness of the indication therein of the grounds for the recovery of funds.

7.2. In cases of untimely crediting to the Demand Account of funds received for the Client, or their unjustified debiting by the Bank from the Client's Demand Account, the Bank shall bear liability in accordance with the Applicable Law.

7.3. The Bank shall not be liable for the consequences of the execution of instructions on the Demand Account issued by unauthorised persons, if the fact of the instruction being given by an unauthorised person could not be established by the Bank using the procedures provided for by banking rules and the Demand Account Agreement.

7.4. Liability for the correctness of the information contained in the Client's instructions shall be borne by the Client. The Client shall be obliged, upon the Bank's request, to provide information and documents requested in accordance with the concluded Agreement.

7.5. The Client shall bear full liability for all actions of a minor child (ward) effected on the accounts opened by the Bank upon the Client's Applications opened in accordance with the Rules.

8. PROCEDURE FOR AMENDMENT AND TERMINATION OF THE DEMAND ACCOUNT AGREEMENT

8.1. The Demand Account Agreement shall be concluded for an unlimited period.

8.2. The Demand Account Agreement may be terminated upon the Client's written application at the Bank's Office.

8.3. The Demand Account Agreement may be terminated upon an online Application submitted by the Client in RBS, provided that there are no remaining funds on the Account.

8.4. The Demand Account Agreement may be terminated by a court upon the Bank's demand in the cases provided for by Article 788 of the Civil Code of the Republic of Uzbekistan and the Applicable Law.

8.5. Termination and cancellation of the Demand Account Agreement shall constitute grounds for the closure of the Client's Demand Account.

8.6. Amendments and supplements to the Demand Account Agreement shall be made by agreement of the Parties.

9. MISCELLANEOUS PROVISIONS

9.1. Disputes and disagreements arising from the Agreement shall be resolved in accordance with the procedure provided for by the Rules.

9.2. The return of funds accepted to the Demand Account shall be guaranteed by the Deposit Guarantee Fund of the Republic of Uzbekistan in accordance with the Law of the Republic of Uzbekistan "On Guarantees for the Protection of Citizens' Deposits in Banks".

9.3. The Bank shall guarantee the secrecy of the bank Demand Account and transactions thereon, as well as information on the Client. Information constituting bank secrecy may be provided only to the Client itself, its representative, as well as to third parties in accordance with the procedure established by the Applicable Law and the Rules.

9.4. The Bank shall guarantee the safekeeping and inviolability of the funds on the deposit. Seizure of the funds held on the deposit or suspension of transactions on the deposit may take place only in

cases provided for by the Applicable Law.

9.5. If no transactions have been effected on the Demand Account during 1 (one) year, the demand deposit account shall be recognised as a dormant deposit. The procedure for maintaining a dormant deposit shall be governed by the applicable legislation of the Republic of Uzbekistan.

9.6. In the event of the Client's death, all of its rights and obligations shall pass to its heirs in accordance with the procedure established by the Applicable Law of the Republic of Uzbekistan. The heirs shall be obliged to provide the Bank with documents confirming their right to inherit the funds on the Account and to conclude a supplementary agreement to the Agreement.

APPENDIX No. 1
to the Procedure for Conclusion and Execution of the Agreement on Opening a Demand Deposit (Account) for an Individual

APPLICATION

From: _____
(Full name of the individual / legal representative)

I request to open an account _____
(demand deposit, time deposit, savings deposit, etc.)
in _____
(currency name)
in the name of _____
(full name of the child (ward), birth certificate No. ___ dated ..20,)

I hereby provide a specimen of my signature (signature of a person authorized by me), which is mandatory for transactions on my account
№ _____

I hereby confirm that I shall bear personal property and other liability for all actions of the child (ward) performed with the account opened by the Bank under this Application.

In the event of no balance in the demand deposit account and no transactions on this account for 12 months, I request that you terminate the bank account agreement with me unilaterally and close the account.

I have read and agree to the terms of the General Bank Account Agreement, the public offer, and the account servicing tariffs (website: www.kapitalbank.uz).
Date"___"_____ 20__ г. _____
(signature of account holder)

BANK'S NOTE

I have verified the documents for opening the account and opened the_____account

in _____
(currency name)

Head of Retail Banking Department / Mini-bank: _____
(signature)
Account opened on "___" _____ 20__.
Account number_____

Other remarks_____
_____
Savings passbook / form number: _____

Mobile phone number _____
☐ Without issuing a savings passbook / deposit form

TEAR-OFF LINE

Customer's full name: _____

Account number: _____

Account currency: _____

Account opening date: _____

MFI: 01158

Bank: Single Branch of JSCB "Kapitalbank"

SWIFT code: KACHUZ22

Address: Sayilgoh Str, 7-a, Tashkent, Uzbekistan

APPENDIX No. 2
to the Procedure for Conclusion and Execution of the Agreement on Opening a Demand Deposit (Account) for an Individual

Online Application for Opening a Demand Deposit Account

Account Currency	USD ☐
	EUR ☐
	RUB ☐
	CPF ☐
	JPY ☐
	GBP ☐
	UZS ☐
Confirmation by clicking the electronic "Open" button	

APPENDIX No. 5
to the Rules of Comprehensive Banking Services for Individuals
at JSCB KAPITALBANK

PROCEDURE FOR CONCLUSION AND EXECUTION OF THE AGREEMENT ON OPENING A FIXED-TERM/SAVINGS DEPOSIT FOR AN INDIVIDUAL

1. ADDITIONAL TERMS AND DEFINITIONS

1.1. For the purposes of this Procedure, the following terms and definitions are used:

Base Currency – the specific monetary unit (national or foreign) in which the fixed-term/savings deposit is opened and in which the deposit is returned;

Additional Contribution – the deposit of funds by the Client in addition to the Deposit amount during the term of the Agreement, if provided for by the Deposit Terms, made on the basis of an Application (Appendix No. 3 to this Procedure).

Fixed-Term/Savings Deposit Agreement (Agreement) – the procedure for opening a fixed-term/savings bank deposit in accordance with this Procedure, the parties to which are the Bank and the Client.

Interest Capitalization – the addition of accrued interest to the principal amount of the Deposit, if provided for by the Deposit Terms. Interest added to the Deposit shall, from the moment it is credited to the Deposit Account, be subject to the terms of the Fixed-Term/Savings Deposit Agreement.

Client – an individual (resident or non-resident) – a depositor of the Bank, in whose name the Deposit Account is opened in accordance with this Procedure.

Minimum Deposit Amount – the minimum amount of funds required to place (open) a particular type of Deposit in accordance with the current Deposit Terms, or required to make an Additional Contribution.

Non-Reducible Balance – the minimum amount of funds that the Client undertakes to maintain in the Deposit throughout the entire Deposit Term.

Rollover – extension of the Deposit Term for the same period (if the Deposit is not claimed by the Client on the Deposit Term end date) under the Deposit Terms in effect at the Bank for this type of Deposit on the date of the new deposit placement, if provided for by the Deposit Terms.

Settlement Currency – the currency in which settlements are made upon conversion from the Base Currency and upon payment of interest on the Base Currency;

Savings Deposit – funds in the national currency of the Republic of Uzbekistan or in foreign currency, attracted through the Bank's Office or via Remote Banking Services, accumulated on the basis of certain conditions and allocated for specific purposes, with the right to make additional contributions to the initial deposit amount if provided for by the Deposit Terms, including accrued interest on the Deposit amount under the terms and in the manner prescribed by the Deposit Terms.

Deposit Term – a specific period of time established by the Bank for which funds are placed in the Deposit (may be expressed in days, months, or years).

Fixed-Term Deposit – funds in the national currency of the Republic of Uzbekistan or in foreign currency, attracted through the Bank's Office or via Remote Banking Services, with the condition of repayment after the expiration of the term established by the bank deposit agreement, including additional funds deposited by the Client during the term of the Fixed-Term Deposit Agreement, if provided for by the Deposit Terms, including accrued interest on the Deposit amount under the terms and in the manner prescribed by the Deposit Terms.

Deposit Terms – the terms on which funds are placed in the Deposit in accordance with the Deposit Opening Application (Appendices No. 1 and 2 to this Procedure): Deposit currency, Deposit Term, interest rate, Minimum Deposit Amount, procedure for early withdrawal of the Deposit, possibility of Additional Contributions and Partial Withdrawals, and other material terms of the Deposit specified in the Deposit Opening Application (Appendices No. 1 and 2 to this Procedure).

Partial Withdrawal – the return to the Client of a portion of the Deposit during the term of the Fixed-Term Deposit Agreement, if provided for by the Deposit Terms, made on the basis of an Application for Partial Withdrawal of the Fixed-Term/Savings Deposit Amount (Appendix No. 4 to this Procedure).

Fixed Rate – the exchange rate of the Base Currency, established by the Central Bank of the Republic of Uzbekistan with respect to the Settlement Currency as of the date the Client places the funds in the fixed-term deposit account.

Currency Risk – the risk of changes in the exchange rate of the Base Currency against the Settlement Currency during the term of the Agreement. The Client acknowledges and assumes the currency risk associated with the fact that the Deposit is returned at the Fixed Rate, which may differ from the market rate on the date of return. The Client acknowledges and assumes the currency risk associated with changes in the exchange rate of the Base Currency against the Settlement Currency during the term of the Agreement, and confirms their consent to the said risk upon acceptance of this Offer.

1.2. Other terms and definitions used in this Procedure shall have the same meaning as in the Rules of Comprehensive Banking Services.

2. GENERAL PROVISIONS

2.1. This Procedure establishes the procedure for conclusion and execution of the Fixed-Term/Savings Deposit Agreement.

2.2. The documents constituting the Agreement (supplementary agreement to the Agreement) are:

· The Rules of Comprehensive Banking Services;
· This Procedure;
· The Client's Application/online Application to the Bank for opening a Deposit (Appendices No. 1, 2 and 5 to this Procedure);
· The Client's Application/online Application for making Additional Contributions to the Fixed-Term/Savings Deposit amount (Appendices No. 3 and 7 to this Procedure) (if provided for by the Deposit Terms);
· The Client's Application/online Application for Partial Withdrawal (Appendices No. 4 and 8, if provided for by the Deposit Terms);
· The Application/online Application for Early Closure of the Fixed-Term/Savings Deposit (Appendices No. 5 and 9 to this Procedure).

2.3. If the Client needs to have other accounts (demand deposit, plastic card liability account), the Client must open such accounts in accordance with applicable legislation, the Rules, Tariffs, and internal local regulations of the Bank.

2.4. Funds may be deposited into the Deposit in both cash and non-cash form, i.e., by debiting from Cards or other deposit accounts, by the Depositor themselves or by their legal representative authorized under a power of attorney.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The Bank shall open for the Client a time/savings deposit account 20606/20406 and shall accept from the Client a monetary amount (deposit) for placement on a time/savings deposit on deposit account 20606/20406 and shall return the deposit amount at the Fixed Rate, as well as pay interest on the deposit on the terms and in accordance with the procedure provided for by the deposit terms and specified in the Application.

4. PROCEDURE FOR OPENING AND MAINTAINING THE DEPOSIT

4.1. For the purpose of concluding the Agreement and opening the account, the Client shall, during the Business Day, submit to the Bank an Application completed in the Bank's form, containing the Deposit Terms in effect at the time of execution of the Application (Appendices No. 1, 2 and 6 to this Procedure), as well as containing the Client's instruction to the Bank to open a time/savings deposit Account on the basis of an account opening application in accordance with the Applicable Law and to transfer/deposit in cash funds to the Deposit and other data. Where necessary, the Client shall, together with the Application, submit the documents required for the conclusion of the Agreement in accordance with the requirements established by the Applicable Law and the Bank. The Agreement shall be deemed concluded upon the Bank's acceptance of the Client's Application. The Bank's acceptance shall be the opening of the account and the crediting of the full amount of the Deposit to the time/savings deposit Account.

4.2. The Application / online Application completed and signed (or accepted in RBS) by the Client, in the event of conclusion of the Agreement, shall be an integral part of the Agreement and shall confirm the Client's full and unconditional consent to the general terms of the Agreement set out in the Rules and this Procedure, and shall also confirm that, when submitting the Application / online Application, the Client has familiarised itself with and agreed to the Deposit Terms.

4.3. For the purpose of effecting an Additional Contribution, Partial Withdrawal or Early Closure of the deposit, the Client shall submit an Application / online Application in the Bank's form, containing the name of the Deposit whose amount is subject to change, the amount of the Additional Contribution or Partial Withdrawal, as well as the Client's instruction on the crediting/debiting of funds to/from the Deposit and other data. A supplementary agreement to the Agreement shall be deemed concluded upon the Bank's acceptance of the Client's Application. The Bank's acceptance shall be the crediting/debiting of the amount of the Additional Contribution/Partial Withdrawal to/from the time/savings deposit Account.

4.4. A copy of the Application bearing the Bank's marks shall be provided to the Client upon its request at the Bank's Office.

4.5. On the basis of the Client's Application / online Application, the Bank shall open a deposit Account in the Client's name and credit the transferred funds to the deposit Account. The opening of the time/savings deposit Account shall be effected at the Bank's Office or in RBS.

4.6. The time/savings deposit Account shall be opened in the currency in which the funds are deposited to the time/savings deposit Account upon the opening of the Deposit.

4.7. The Bank shall accept funds from the Client on the Deposit Terms specified by the Client when submitting the Application / online Application and shall be obliged to return the Deposit amount and pay interest on the terms and in accordance with the procedure provided for by this Procedure and the Deposit Terms selected by the Client.

4.8. Interest on the Deposit shall accrue daily, in accordance with the "Regulation on the Accrual of Interest in Commercial Banks", No. 3460 dated 29 September 2023. The estimated number of days in a year shall be 365 days. Interest shall be paid in accordance with the Deposit Terms.

4.9. In accordance with Article 764 of the Civil Code of the Republic of Uzbekistan, interest on the deposit amount shall accrue from the day following the day of receipt of funds by the bank until the day preceding the return of funds to the Client or their debiting from the Client's account on other grounds.

Interest shall not accrue during the period when the Bank, as a result of the seizure of the Depositor's account and/or suspension of transactions on the Depositor's account, could not use the funds held on that account.

4.10. An increase by the Client of the deposit amount shall be effected by depositing funds in the currency of the Deposit, and interest shall accrue on the actual amount of the deposit balance on time/savings deposit account 20606/20406 from the Business Day following the day of receipt of funds by the bank.

4.11. In the event of a partial withdrawal (of the principal amount), commencing from the day of the partial withdrawal, interest shall accrue on the actual balance of the Deposit, without changing the interest rate on the Deposit.

4.12. In the event of seizure of funds in accordance with the procedure established by law, the accrual of interest on the deposit shall be suspended until the seizure is lifted.

4.13. If the return date, in connection with the expiry of the deposit term, falls on weekends or public (non-working) holidays, the deposit shall be disbursed on the first banking day following the weekends or public (non-working) holidays.

4.14. In accordance with Article 762 of the Civil Code of the Republic of Uzbekistan, the Client shall be entitled to demand early return of the deposit or a part thereof. In the event of early withdrawal of the deposit, the Client shall be obliged to notify the Bank of its intention no later than one month prior to the intended date of withdrawal of the deposit. The terms of early closure of the Deposit are specified in the Application for opening the deposit (Appendices No. 1, 2 and 6 to this Procedure).

4.15. If the Client does not demand the return of the deposit amount upon expiry of the term of the agreement, the deposit amount shall be transferred from the Client's account 20606/20406 "Time/Savings Deposits of Individuals" to the Client's account 20206 "Demand Deposits of Individuals" or to 22618 "Liabilities on Plastic Cards of Individuals", or to 22616 "Funds on Bank Accounts of Individuals Managed via Remote Servicing Systems" in accordance with the Application.

4.16. Account 20606/20406 opened for the Client in connection with this Agreement shall be closed upon the expiry of the deposit term and/or termination of this Agreement.

4.17. The return of funds accepted by the Bank into the deposit shall be guaranteed by the Deposit Guarantee Fund of the Republic of Uzbekistan in accordance with the Law of the Republic of Uzbekistan "On Guarantees for the Protection of Citizens' Deposits in Banks".

4.18. In accordance with the requirements of the Tax Code of the Republic of Uzbekistan, from Depositors who are non-residents of the Republic of Uzbekistan and do not have the status of a tax resident, the Bank shall withhold tax at the source of payment from the amount of interest (income) paid on the deposit, with subsequent transfer to the budget.

4.19. This Agreement shall be deemed terminated in the event of:

· reduction (withdrawal, recovery, etc.) of the deposit amount or a part thereof by judicial or state authorities in accordance with the procedure established by law;
· the Client's withdrawal of a part of the deposit amount prior to the expiry of the term of this Agreement, unless otherwise provided for by the deposit terms.

In this case, interest shall be paid in accordance with the procedure and on the terms of early withdrawal of the deposit.

4.20. The disbursement of the Deposit, the payment of interest thereon, as well as the execution of all instructions of the Depositor on this Deposit or of its legal representative authorised on the basis of a power of attorney, at the Bank's Office shall be effected by the Bank upon presentation by the Client of an identification document in accordance with the Applicable Law, the Procedure and the Rules.

4.21. Upon the Client's request, when applying to the Bank's Office, the Bank shall provide the Client with a statement on the time/savings deposit Account confirming the placement of the Deposit.

4.22. The Deposit may be provided by the Client to the Bank as collateral security for loans obtained from the Bank, by concluding a separate Agreement.
4.23. In the event of the Bank's erroneous crediting of funds to the time/savings deposit Account opened in accordance with this Procedure, as well as in the event of erroneous transfer of funds, the Client hereby grants the Bank the right and gives its consent (a pre-authorised acceptance) to debit, without any additional instructions of the Client, funds from the time/savings deposit Account in the amount erroneously credited to the Client's time/savings deposit Account and the interest accrued on the amount erroneously credited to the Client's time/savings deposit Account. Partial debiting of funds from the time/savings deposit Account in the said cases shall be permitted.

4.24. The Client hereby gives its consent and confirms its awareness that, in the event of the Client's opening of a Deposit for which the settlement currency differs from the base currency of the Deposit:

a) during the period when the funds are held in the Deposit, the Bank shall have the right to maintain records of the deposit and reflect it on the time/savings deposit account in the settlement currency;

b) the Deposit amount shall be returned in the base currency at the Fixed Rate in effect as of the date of placement of the Deposit, irrespective of the base currency rate as of the return date;

c) the Client assumes the Currency Risk.

4.25. The Bank shall assume the following obligations for the implementation of the terms of the Agreement (for which the Client gives the Bank its irrevocable instruction):

· opening a time/savings deposit account for the Client;
· effecting the conversion of the Client's funds placed on the main demand deposit account from the base currency into the settlement currency at the Fixed Rate;
· crediting the full amount of the Deposit to the said Client account.

5. IGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Bank shall be obliged to:

· explain in detail to the Client the terms of the time/savings deposit in accordance with the applicable legislation;
· accept from the Client and credit to its deposit account 20606/20406 "Time/Savings Deposits of Individuals" funds in the amount specified in the Application for opening the deposit (Appendices No. 1, 2 and 6 to this Procedure);
· accrue and pay interest in accordance with the deposit terms;
· upon expiry of the deposit term, return the deposit amount in accordance with the Deposit terms;
· ensure the safekeeping and inviolability of funds on the accounts. Seizure of funds held on the accounts or suspension of transactions on the accounts may take place only in cases provided for by the applicable legislation of the Republic of Uzbekistan and the Bank's local acts;
· ensure the protection of information constituting bank secrecy, and provide information on the Depositor and the Deposit to third parties only in the cases and in accordance with the procedure established by the applicable legislation.

5.2. The Client shall have the right to:

· grant the right to dispose of the deposit to third parties by executing a notarised power of attorney, in accordance with the legislation of the Republic of Uzbekistan;
· terminate ahead of schedule the notarised power of attorney executed for the disposal of the deposit by third parties, having notified the Bank thereof in writing;
· upon crediting of funds to the Deposit, receive confirmation in accordance with the established procedure.

5.3. The Client shall be obliged to:

· familiarise itself with the Deposit terms and this Procedure;
· on the day of signing this Agreement, deposit/transfer to the time/savings deposit funds in the amount specified in the Application for opening the deposit, in compliance with the terms for depositing/transferring funds to the Bank;
· in the event of receipt of a savings certificate, properly keep the received savings book, and in the event of its loss, notify the Bank thereof in writing and pay a fine in the amount established by the Bank's Tariff, which shall be an integral part of the Agreement. For deposits opened by the Client via RBS, no savings certificate shall be issued; all information shall be generated in electronic form, and the depositor shall be provided with the possibility of real-time monitoring using RBS;
· in the event of early revocation of a power of attorney, the Client shall be obliged, on the same day, to notify the Bank thereof in writing and attach to the notice a copy of the application on the revocation of the power of attorney previously submitted to the notary office. If the day of early termination of the power of attorney falls on weekends or public (non-working) holidays, the Client shall submit the written application on the first business day following the weekends or public (non-working) holidays. In the event of untimely notification of the revocation of the power of attorney, the Bank shall not be liable for the deposit disbursed under the power of attorney;

· pay commission fees related to banking transactions on the Deposit, provided for by the Bank's Tariffs as of the day of the transaction;

· in the event of a change in the Client's address, telephone number, surname, name or patronymic, as well as in the event of replacement of its identity documents, the Client shall, within 5 calendar days, inform the Bank in writing of the changes that have occurred and provide, where necessary, a copy of the new document.

5.4. The Client may obtain information on deposit balances and income and expense transactions by using the "SMS-banking" program via a mobile telephone or by using RBS.

5.5. In cases where one or more of the following circumstances have occurred:

· funds have been credited to the Account/Deposit as a result of a failure of banking systems and/or errors in software operation and/or unauthorised access to banking systems;

· the Bank has identified signs of the use of the Account/Deposit for the legalisation of unlawful funds;

· signs of fraudulent actions related to the crediting of funds to the Account/Deposit, or the commission of other socially dangerous acts, have been identified;

· it has been established that the funds placed in the Deposit/Account originally belonged to the Bank and could not be the subject of lawful transactions;

· transactions contradicting the legislation on counteracting the legalisation of proceeds from crime have been identified;

· the fact of the Client's Unjust Enrichment at the expense of the Bank's funds has been identified,

by mutual consent of the Bank and the Depositor, such time/savings deposit Agreement shall be recognised as void.

5.5.1. In this case, the Bank shall have the irrevocable and unconditional right to:

· cancel the Deposit and the interest accrued thereon;
· effect the return of unlawful funds in favour of the Bank;
· block access to all of the Depositor's Accounts until the circumstances are clarified;
· request from the Depositor documents confirming the lawfulness of the origin of funds;
· return the amount of Unjust Enrichment.

The Bank shall notify the Depositor of the measures taken within 3 (three) business days in accordance with the procedure provided for by the Rules.

5.5.2. Simultaneously, the Bank and the Depositor shall recognise clause 5.5 of this Procedure as:

· a written agreement of the Parties on recognising the respective time/savings deposit Agreement as void;

· grounds for unilateral termination of the agreement by the Bank;

· sufficient grounds for the application of the measures provided for by sub-clause 5.5.1 of this Procedure;

· a mandatory ground for both parties to perform the terms of clause 5.5 without additional written agreement by the Parties.

6. LIABILITY OF THE PARTIES

6.1. For non-performance or improper performance by the parties to the agreement of their obligations, the party that has violated the terms of the agreement shall bear liability in accordance with the procedure established by the applicable legislation of the Republic of Uzbekistan.

6.2. The Parties shall be released from liability for full or partial non-performance of obligations under the agreement if proper performance proved impossible due to force majeure circumstances, i.e. extraordinary and unpreventable circumstances under the given conditions, due to natural conditions, due to the deferral of the performance of obligations (moratorium) on the basis of a decision of the Government of the Republic of Uzbekistan, or due to the suspension of a law or other act regulating the respective relations.

6.3. The Client shall bear full liability for all actions of a minor child (ward) effected on the accounts and deposits opened by the Bank upon the Client's Applications.

7. BANK SECRECY

7.1. In accordance with the Law of the Republic of Uzbekistan "On Bank Secrecy", the Bank shall guarantee the confidentiality of information and data constituting bank secrecy.

7.2. Information constituting bank secrecy may be provided only in cases provided for by the applicable legislation of the Republic of Uzbekistan.

8. MISCELLANEOUS PROVISIONS

8.1. All disputes, disagreements, demands or claims that may arise or have arisen from this Agreement or in connection therewith, including those concerning its conclusion, amendment, performance, breach, termination, cancellation, invalidity or non-conclusion (in whole and/or in part), shall be subject to resolution, at the claimant's discretion, by a civil court of the Republic of Uzbekistan, in accordance with the rules of jurisdiction and competence of the dispute under the applicable legislation of the Republic of Uzbekistan, or by the Arbitration Court under the Chamber of Commerce and Industry of the Republic of Uzbekistan (hereinafter — the "Arbitration Court") by a sole arbitrator in accordance with the Rules of the Arbitration Court, the Regulations on the Arbitration Court and the Regulations on Fees, Expenses and Costs of the Parties in the Arbitration Court. The right to choose whether to file a claim with a civil court or the Arbitration Court shall remain with the claimant.

8.2. Supplements and/or amendments to the terms of the Deposit Agreement shall be made by consent of the Parties by submitting a respective application, except for clause 8.3 of this Appendix.

8.3. In the event of a change by the Bank of its legal or postal address, bank details and corporate name, the Bank shall notify the Client by posting a respective announcement in the Bank's building, on the Bank's website, through the mass media and/or by any other means at the Bank's option.

8.4. In all matters not provided for herein, the Parties shall be governed by the applicable legislation of the Republic of Uzbekistan.

8.5. In the event of the Depositor's death, all of its rights and obligations shall pass to its heirs in accordance with the procedure established by the Applicable Law of the Republic of Uzbekistan. The heirs shall be obliged to provide the Bank with documents confirming their right to inherit the Deposit and to conclude a supplementary agreement to the Deposit Agreement.

8.6. The Client hereby confirms that, as of the moment of conclusion of the Deposit Agreement, it has familiarised itself with the Bank's Tariffs and the Deposit Terms and agrees thereto.

9. APPENDICES TO THIS PROCEDURE

9.1. The following Appendices shall form an integral part of this Procedure (*depending on the form of submission of requests and the terms, the form of applications may differ from the appended one*):

· ***Appendix No. 1 —*** "Application for Opening a Time Deposit";
· ***Appendix No. 2*** — "Application for Opening a Savings Deposit";
· ***Appendix No. 3*** — "Application for Making Additional Contributions to the Amount of a Time/Savings Deposit";
· ***Appendix No. 4*** — "Application for Partial Withdrawal of the Amount of a Time/Savings Deposit";
· ***Appendix No. 5*** — "Application for Early Closure of a Time/Savings Deposit";
· ***Appendix No. 6*** — "Online Application for Opening a Time/Savings Deposit";
· ***Appendix No. 7*** — "Online Application for Making Additional Contributions to the Amount of a Time/Savings Deposit";
· ***Appendix No. 8*** — "Online Application for Partial Withdrawal of the Amount of a Time/Savings Deposit";
· ***Appendix No. 9*** — "Online Application for Early Closure of a Time/Savings Deposit".

APPENDIX No. 1
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Application for Opening a Time Deposit №_____

I hereby confirm that I have familiarised myself with the Rules of Comprehensive Banking Services for Individuals at the Retail Business Branch "Kapital 24" of JSCB "Kapitalbank", the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit, and the Tariffs, which are clear to me, and in connection therewith I propose to conclude with me a Bank Deposit Agreement on the terms of the time deposit "Name of Deposit".

I request to accept funds into the Deposit on the following terms, taking into account that the restrictions, terms of replenishment, early withdrawal, capitalisation, prolongation and partial withdrawal are known to me:

Deposit Amount	_____, but not less than the Minimum Deposit Amount		
Deposit Currency	UZS ☐	USD ☐	EUR ☐
Deposit Term	_____		
Deposit Account Number	_____		
Deposit Opening Date	_____		
Deposit Term Expiry Date	_____		
Minimum Initial Contribution Amount	_____		
Minimum Balance	_____		
Early Deposit Closure Terms	_____		
Interest Payment	_____ in cash or by non-cash means		
If interest is paid by non-cash means, the crediting shall be effected to account	20206 ☐	22618 ☐	
Return of the principal deposit amount to account	20206 ☐	22618 ☐	
Automatic capitalisation	yes ☐	no ☐	
Prolongation	yes ☐	no ☐	
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	

Bank:
JSCB "Kapitalbank"

Responsible Executive
Full Name

_____

(signature, stamp)

Head of Retail Business Department
Full Name

_____

(signature)

Date: _____

Depositor:

_____
_____
_____

Passport details:
Issued by:
Address:
Savings Book No. _____
☐ without issuance of a savings book
☐ without issuance of a personal account card

Depositor's Signature: : ✓_____

APPENDIX No. 2
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Application for Opening a Savings Deposit №_____

I hereby confirm that I have familiarised myself with the Rules of Comprehensive Banking Services for Individuals at the Retail Business Branch "Kapital 24" of JSCB "Kapitalbank", the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit, and the Tariffs, which are clear to me, and in connection therewith I propose to conclude with me a Bank Deposit Agreement on the terms of the savings deposit "Name of Deposit".

I request to accept funds into the Deposit on the following terms, taking into account that the restrictions, terms of replenishment, early withdrawal, capitalisation, prolongation and partial withdrawal are known to me:

Deposit Amount	_____, but not less than the Minimum Deposit Amount		
Deposit Currency	UZS ☐	USD ☐	EUR ☐
Deposit Term	_____		
Deposit Account Number	_____		
Deposit Opening Date	_____		
Purpose of the Deposit	_____		
Deposit Term Expiry Date	_____		
Minimum Balance	_____		
Early Deposit Closure Terms	_____		
Interest Payment	_____ in cash or by non-cash means		
If interest is paid by non-cash means, the crediting shall be effected to account		20206 ☐	22618 ☐
Return of the principal deposit amount to account		20206 ☐	22618 ☐
Automatic capitalisation	yes ☐	no ☐	
Prolongation	yes ☐	no ☐	
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	

Bank:
JSCB "Kapitalbank"

Responsible Executive
Full Name

_____

(signature, stamp)

Head of Retail Business Department
Full Name

_____

(signature)

Date: _____

Depositor:

_____
_____
_____

Passport details:
Issued by:
Address:
Savings Book No. _____
☐ without issuance of a savings book
☐ without issuance of a personal account card

Depositor's Signature: ✓_____

APPENDIX No. 3
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Application for Making Additional Contributions to the Amount of a Time/Savings Deposit №_____

I hereby confirm that I have familiarised myself with the Rules of Comprehensive Banking Services for Individuals at the Retail Business Branch "Kapital 24" of JSCB "Kapitalbank", the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit, and the Tariffs, which are clear to me, and in connection therewith I request to replenish the amount of the time/savings deposit on the terms of the deposit "Name of Deposit".

I request to accept funds into the Deposit on the following terms, taking into account that the restrictions, terms of replenishment, early withdrawal, capitalisation, prolongation and partial withdrawal are known to me:

Amount of additionally deposited funds	_____		
Total Deposit Amount	_____		
Deposit Account Number	_____		
Deposit Currency	UZS ☐	USD ☐	EUR ☐
Deposit Term	_____		
Deposit Opening Date	_____		
Deposit Term Expiry Date	_____		
Minimum Balance	_____		
Terms of Partial Withdrawal of the Deposit	_____		
Early Deposit Closure Terms	_____		
Interest Payment	_____ in cash or by non-cash means		
Automatic capitalisation	yes ☐	no ☐	
Prolongation	yes ☐	no ☐	
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	

Bank:
JSCB "Kapitalbank"

Responsible Executive
Full Name

_____

(signature, stamp)

Head of Retail Business Department
Full Name

_____
(signature)

Date: _____

Depositor:

_____
_____
_____

Passport details:
Issued by:
Address:
Savings Book No. _____
☐ without issuance of a savings book
☐ without issuance of a personal account card

Depositor's Signature: ✓_____

APPENDIX No. 4

to the Procedure for the Conclusion and Performance of the Agreement

on Opening an Individual's Time/Savings Deposit

Application for Partial Withdrawal of the Amount of a Time/Savings Deposit №___

I hereby confirm that I have familiarised myself with the Rules of Comprehensive Banking Services for Individuals at the Retail Business Branch "Kapital 24" of JSCB "Kapitalbank", the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit, and the Tariffs, which are clear to me, and in connection therewith I request to withdraw a part of the amount of the time/savings deposit on the terms of the deposit "Name of Deposit".

I request to withdraw a part of the funds from the Deposit on the following terms, taking into account that the restrictions, terms of replenishment, early withdrawal, capitalisation, prolongation and partial withdrawal are known to me:

Amount of the Withdrawn Part of the Deposit		_____	
Total Deposit Amount after Withdrawal		_____	
Deposit Account Number	_____		
Deposit Currency	UZS ☐	USD ☐	EUR ☐
Deposit Term	_____		
Deposit Opening Date	_____		
Deposit Term Expiry Date	_____		
Minimum Balance	_____		
Terms of Partial Withdrawal of the Deposit		_____	
Early Deposit Closure Terms	_____		
Interest Payment	_____ in cash or by non-cash means		
Automatic capitalisation	yes ☐	no ☐	
Prolongation	yes ☐	no ☐	
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	

Bank:
JSCB "Kapitalbank"

Responsible Executive
Full Name

_____

(signature, stamp)

Head of Retail Business Department
Full Name

_____
(signature)

Date: _____

Depositor:

_____
_____
_____

Passport details:
Issued by:
Address:
Savings Book No. _____
☐ without issuance of a savings book
☐ without issuance of a personal account card

Depositor's Signature: ✓_____

APPENDIX No. 5
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Application for Early Closure of a Time/Savings Deposit №_____

I hereby confirm that I have familiarised myself with the Rules of Comprehensive Banking Services for Individuals at the Retail Business Branch "Kapital 24" of JSCB "Kapitalbank", the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit, and the Tariffs, which are clear to me, and in connection therewith I request to close ahead of schedule the time deposit on the terms of the deposit "Name of Deposit".

I request to close the Deposit ahead of schedule. The terms of early closure of the deposit are known to me:

Deposit Amount	_____		
Deposit Account Number	_____		
Deposit Currency	UZS ☐	USD ☐	EUR ☐
Deposit Term	_____		
Deposit Opening Date	_____		
Deposit Term Expiry Date	_____		
Minimum Balance	_____		
Terms of Partial Withdrawal of the Deposit	_____		
Early Deposit Closure Terms	_____		
Interest Payment	_____ in cash or by non-cash means		
If interest is paid by non-cash means, the crediting shall be effected to account		20206 ☐	22618 ☐
Return of the principal deposit amount to account		20206 ☐	22618 ☐
Automatic capitalisation	yes ☐	no ☐	
Prolongation	yes ☐	no ☐	
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	

Bank:
JSCB "Kapitalbank"

Responsible Executive
Full Name

_____

(signature, stamp)

Head of Retail Business Department
Full Name

_____

(signature)

Date: _____

Depositor:

_____
_____
_____

Passport details:
Issued by:
Address:
Savings Book No. _____
☐ without issuance of a savings book
☐ without issuance of a personal account card

Depositor's Signature: ✓_____

APPENDIX No. 6
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Online Application for Opening a Time/Savings Deposit

Deposit Currency	UZS ☐	USD ☐	EUR ☐
Name of Deposit	_____		
Deposit Term	_____		
Minimum Initial Contribution Amount	_____		
Minimum Balance	_____		
Interest Rate	_____		
Additional Contribution	yes ☐	no ☐	
Partial Withdrawal	yes ☐	no ☐	
Interest Payment Period	_____		
Early Deposit Closure Terms	_____		
Other Terms	_____		
Deposit Amount	_____, but not less than the Minimum Deposit Amount		

APPENDIX No. 7
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Online Application for Making Additional Contributions to the Amount of a Time/Savings Deposit

Deposit Selection _____
Amount of additionally deposited funds _____
Sender Selection (card, wallet, etc.) _____
Confirmation via the electronic button for depositing funds

APPENDIX No. 8
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Online Application for Partial Withdrawal of the Amount of a Time/Savings Deposit

Deposit Selection _____
Amount of partial withdrawal of funds _____
Recipient Selection (card, wallet, etc.) _____
Confirmation via the electronic button for depositing funds

APPENDIX No. 9
to the Procedure for the Conclusion and Performance of the Agreement on Opening an Individual's Time/Savings Deposit

Online Application for Early Closure of a Time/Savings Deposit

Deposit Selection _____
Recipient Selection (card, wallet, etc.) _____
Confirmation via the electronic button for depositing funds

APPENDIX No. 6

to the Rules of Comprehensive Banking Services for Individuals

at JSCB "Kapitalbank"

JSCB "Kapitalbank"

from _____

(*surname, name, patronymic of the applicant*)

Application

for Change of Personal Data

I request you to make changes to my data in the banking systems:

Data	**Current**	**New**

Date of completion:

APPENDIX No. 7
to the Rules of Comprehensive Banking Services for Individuals at JSCB "KAPITALBANK"

TERMS OF SERVICE FOR THE "KAPITAL PREMIUM" AND "KAPITAL PRIVILEGE" SERVICE PACKAGES

1. ADDITIONAL TERMS AND DEFINITIONS

1.1. In these Terms of Service for the "Kapital Premium" and "Kapital Privilege" Service Packages (hereinafter — the "Terms"), the following terms and definitions shall be used:

Client — an individual (resident or non-resident) that has concluded a Comprehensive Banking Services Agreement (hereinafter — the RBS Agreement) with the Bank, and, in cases established by the Rules, a separate banking product agreement, unless otherwise provided for by the Rules and the Agreement, belonging to the "Affluent" / "Premium" segment assigned subject to compliance with the conditions in accordance with the Service Package;

Grace Period — a period of free servicing provided by the Bank, equivalent to 1 (one) calendar month;

Premium Card — a Primary or Additional Card of the international payment systems "VISA" or "Mastercard" of the premium category (Visa Infinite, Mastercard World Elite, Mastercard World Black Edition), issued by the Bank within the framework of the Service Packages and providing the Client with access to premium services and privileges in accordance with the selected Service Package and the rules of the respective international payment system;

Personal Manager — an experienced and competent Bank employee with distinctive skills, ensuring comfortable servicing and informing of Clients;

Service Package — a list of products and services for the "Affluent" / "Premium" segments, provided by the Bank to the Client on the terms described in the Bank's Tariffs and the RBS Agreement.

1.2. Other terms and definitions used in these Terms shall have the same meanings as in the Rules.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Bank shall provide Clients with two types of service packages: "Kapital Premium" and "Kapital Privilege", each of which includes a certain set of banking products and services.

2.2. The Client may use the Service Package depending on the total balance of average monthly balances on its accounts or upon choosing paid servicing within the framework of the Service Package. The Client may select only one service package; simultaneous activation of two service packages shall not be permitted.

2.3. The total balance shall mean the sum of the average monthly balance on deposit bank accounts displayed in the list of accounts generated within the framework of the

Comprehensive Banking Services Agreement at all of the Bank's Offices, excluding loan accounts.

2.4. The total balance shall be calculated in US dollars or the equivalent in the national and/or other currency as of the end of the calendar month (at 24 h 00 min 00 sec of the last calendar day of the month) in accordance with the time of the city of Tashkent.

2.5. The equivalent of the amount in US dollars and of the funds placed on accounts in the national and/or other currency shall be calculated at the rate set by the Bank on the last calendar day of the month.

2.6. The terms of issuance/routine reissuance of the Premium Card and early reissuance of the Premium Card, including in the event of its loss or a change in the Client's personal data (a change in the information embossed on the Premium Card (the Client's name and surname in Latin letters)), shall be governed by the Bank's Tariffs posted on the Bank's website.

2.7. These Terms shall form an integral part of the Agreement on the Issue and Servicing of an International Plastic Card. Matters not covered by these Terms shall be governed by the Agreement on the Issue and Servicing of an International Plastic Card and the RBS Agreement.

3. METHODOLOGY FOR CALCULATING THE AVERAGE MONTHLY BALANCE

Average monthly balance = sum (total balance of daily balances on all accounts as of the end of the business day) / number of days in the reporting month,

for example (for the "Kapital Premium" service package):

On 1 (first) June, the Client placed an amount of 180,000 (one hundred and eighty thousand) US dollars on its account, on 15 (fifteenth) June it topped up the account by 70,000 (seventy thousand) US dollars, and on 28 (twenty-eighth) June it withdrew 30,000 (thirty thousand) US dollars; the average monthly balance shall amount to 214,333.33 (two hundred and fourteen thousand three hundred and thirty-three dollars and 33 cents) US dollars.

The average monthly balance for June shall be calculated as follows:

$$\frac{\underbrace{180\,000 + \cdots + 180\,000}_{On\ the\ account\ from\ 1\ June\ to\ 14\ June} + \underbrace{250\,000 + \cdots + 250\,000}_{on\ the\ account\ from\ 15\ June\ to\ 27\ June} + \underbrace{220\,000 + 220\,000 + 220\,000}_{on\ the\ account\ from\ 28\ June\ from\ 30\ June}}{\underbrace{30}_{\text{Total days in June}}} =$$

$$= 214\,333{,}33\ (USA\ dollars).$$

for example (for the "Kapital Privilege" service package):

On 1 (first) June, the Client placed an amount of 25,000 (twenty-five thousand) US dollars on its account, on 15 (fifteenth) June it topped up the account by 20,000 (twenty thousand) US dollars, and on 28 (twenty-eighth) June it withdrew 15,000 (fifteen thousand) US dollars; the average monthly balance shall amount to 34,166.67 (thirty-four thousand one hundred and sixty-six dollars and 67 cents) US dollars.

$$\frac{\underbrace{25\,000+\cdots+25\,000}_{On\ the\ account\ from\ 1\ June\ to\ 14\ June} + \underbrace{45\,000+\cdots+45\,000}_{on\ the\ account\ from\ 15\ June\ to\ 27\ June} + \underbrace{30\,000+30\,000+30\,000}_{on\ the\ account\ from\ 28\ June\ from\ 30\ June}}{\underbrace{30}_{\text{Total days in June}}} =$$

$$= 34\,166{,}67\ \ (USA\ dollars)$$

4. PRODUCTS AND SERVICES WITHIN THE FRAMEWORK OF THE "KAPITAL PREMIUM" SERVICE PACKAGE

4.1. Products and services (including their cost) within the framework of the "Kapital Premium" Service Package shall be posted on the Bank's website in the "Kapital Premium" section.

4.2. The "Kapital Premium" Service Package shall be deemed activated subject to the Client's signing of the Application for the issuance of a premium card (Appendix No. 11 to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of an International Plastic Card of an Individual under the RBS Agreement).

4.3 By decision of the Bank's Financial Committee, the products and services within the framework of the "Kapital Privilege" Service Package may be changed.

5. PRODUCTS AND SERVICES WITHIN THE FRAMEWORK OF THE "KAPITAL PRIVILEGE" SERVICE PACKAGE

5.1. Products and services (including their cost) within the framework of the "Kapital Privilege" Service Package shall be posted on the Bank's website in the "Kapital Privilege" section.

5.2. The "Kapital Privilege" Service Package shall be deemed activated subject to the Client's signing of the Application for the issuance of a premium card (Appendix No. 11 to the Procedure for the Conclusion and Performance of the Agreement on the Issue and Servicing of an International Plastic Card of an Individual under the RBS Agreement).

6. PROCEDURE FOR CHARGING THE SERVICE PACKAGE FEE

6.1. Upon activation of the Service Package, the Client shall be provided with a free period until the end of the following calendar month for replenishing the accounts.

6.2. In the event of a decrease in the total balance of average monthly balances on the Client's accounts in the current month, the Client shall additionally be provided with free servicing within the framework of the selected Service Package during the Grace Period.

6.3. Clients that previously met the conditions of the total balance of average monthly balances on the accounts, provided that the balance decreases in the current month, shall be granted a Grace Period in the month following the current month in the amount of one calendar month.

6.4. The number of Grace Periods used shall be unlimited.

6.5. If, upon expiry of the Grace Period, the total balance of average monthly balances does not meet the conditions of the Service Package, the commission (cost) for the selected Service Package shall be debited.

6.6. The debiting of the commission (in the amount indicated on the Bank's website, depending on the selected Service Package) for servicing the selected Service Package shall be effected from the Premium Card no later than the 5th (fifth) business day of the month following the reporting month, from the card account of the Primary Premium Card.

6.7. The debiting of the commission shall be possible only if there is an available positive balance on the account of the Primary Premium Card.

6.8. The commission shall be debited in the currency of the Premium Card account at the rate of the Central Bank of the Republic of Uzbekistan as of the debit date.

6.9. If the balance of the Premium Card account does not allow the debiting of the commission:

· the premium card may be unilaterally blocked by the Bank;
· the provision of premium services and privileges shall be suspended;
· the bank accounts shall continue to operate in the normal mode;
· other Primary and/or Additional Cards of the Client not related to the premium Service Package shall continue to operate in the normal mode;
· the resumption of servicing under the service package and the unblocking of the premium card shall be effected upon payment of the commission in full.

6.10. The Bank shall notify the Client in advance of the upcoming debiting of the monthly commission by sending PUSH notifications, SMS notifications and/or via other official communication channels of the Bank.

7. PROCEDURE FOR DEACTIVATION OF THE SERVICE PACKAGE

7.1. Deactivation of the Service Package may be effected:

· at the Client's initiative;

· at the Bank's initiative;

· upon the Bank's termination of the provision of this type of service package.

7.2. In the event of refusal of the Service Packages:

· the Client may deactivate the Service Package by completing an Application for Refusal or Change of the Service Package (Appendix No. 1 to these Terms);

· the Application for Refusal or Change of the Service Package shall be completed by the Client in its own hand at any Bank Office;

· upon submission of the Application for Refusal or Change of the Service Package, the Service Package shall be deactivated within 10 (ten) days by changing the Client's segment to the "Mass Segment";

· the provision of privileges within the framework of the service packages shall be terminated.

7.3. In the event of a switch from "Kapital Privilege" to "Kapital Premium":

· the Client may change the Service Package by completing an Application for Refusal or Change of the Service Package;

· upon submission of the Application for Refusal or Change of the Service Package, the Service Package shall be changed within 10 days by changing the Client's marker in the Bank's ABS and assigning a Personal Manager to the Client;

· upon a change of the Service Package from "Kapital Privilege" to "Kapital Premium", the Client's Cards received within the framework of the "Kapital Privilege" Service Package shall remain valid.

7.4. In the event of a switch from "Kapital Premium" to "Kapital Privilege":

· the Application for Refusal or Change of the Service Package shall be completed by the Client in its own hand at any Bank Office;

· upon submission of the Application for Refusal or Change of the Service Package, the Service Package shall be changed within 10 days by changing the Client's marker in the Bank's ABS and assigning a Personal Manager to the Client;

· upon a change of the Service Package from "Kapital Premium" to "Kapital Privilege", the Client's Cards received within the framework of the "Kapital Premium" Service Package and not available for issuance within the framework of the "Kapital Privilege" Service Package shall remain valid.

7.5. The Bank shall be entitled to unilaterally deactivate the Service Package in the following cases:

· the Client's violation of the terms of the RBS Agreement and these Terms;

· the Client's failure to pay the Service Package servicing commission upon the Bank's demand;

· detection of unreliable information provided by the Client when applying for the Service Package;

· in cases provided for by the legislation of the Republic of Uzbekistan and the Bank's internal local acts.

7.6. Upon deactivation of the Service Package at the Bank's initiative, the Bank shall:

· notify the Client of the upcoming deactivation no less than 10 (ten) calendar days prior to the deactivation date by sending an SMS message and/or PUSH notification;

· upon expiry of the notification period, the Service Package shall be deactivated and the Premium Card shall be blocked;

· the Client shall be transferred to "Mass" status.

7.7. Upon deactivation or change of the Service Package:

· unused privileges shall be cancelled;

· unexecuted card issuance applications shall be cancelled;

· the provision of all additional services, including by the Bank, shall be terminated.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The Client shall have the right to:

· select and activate one of the service packages in accordance with these Terms;

· agree to and/or refuse servicing under the Service Package;

· contact the assigned Personal Manager at any time (24/7);

· leave verbal requests on any matters of interest;

· receive up-to-date and reliable information on executed instructions transmitted to the Bank;

· receive, upon request, statements on transactions effected on bank Accounts and/or Cards, as well as submit written claims regarding transactions on bank accounts in accordance with the applicable legislation of the Republic of Uzbekistan and the rules of the Payment System to which the Card belongs, in the event that a transaction on the account was effected using the card.

8.2. The Bank shall have the right to:

· request from the Client information and documents necessary for proper identification (verification) of the Client, and in the event of failure to provide or incomplete provision of the requested information and documents, refuse to provide the Service Packages;

· debit the monthly commission for the Service Package selected by the Client, in the event of a decrease in the total balance of average monthly balances on the Client's accounts;

· in the event of the Client's failure to comply with the conditions of the selected Service Package, unilaterally deactivate servicing under the Service Package and block the Premium Card.

8.3. In addition to the rights and obligations specified in these Terms, the Parties shall have other rights and bear obligations in accordance with the RBS Agreement and the banking product Agreement(s).

9. LIABILITY OF THE PARTIES

9.1. The Parties shall bear liability for the improper performance of their obligations in accordance with the applicable legislation, these Terms, the RBS Agreement and the banking product Agreement(s).

9.2. The Client shall bear liability for the correctness of the preparation of applications and instructions. The Bank shall not be liable for commissions debited as a result of incorrectly prepared applications or instructions.

10. FINAL PROVISIONS

10.1. Disputes and disagreements arising from these Terms shall be resolved in accordance with the procedure provided for by the Rules.

10.2. In all other matters not determined by these Terms, the Parties shall be governed by the Applicable Law, the Rules and the Bank's Tariffs.

10.3. All amendments and supplements made to these Terms shall be valid if effected in accordance with the requirements of the Rules.

11. APPENDICES

11.1. The following appendices shall form an integral part of these Terms:

Appendix No. 1 — "Application for Refusal or Change of the Service Package".

APPENDIX No. 1
to the Terms of Service for the "KAPITAL PREMIUM"
and "KAPITAL PRIVILEGE" Service Packages

APPLICATION
for Refusal or Change of the Service Package

From:

_____

(Full Name of the individual / legal representative)

I request to deactivate my Service Package:

☐ **"Kapital Premium"** Service Package

☐ **"Kapital Privilege"** Service Package

I request to transfer me to the Service Package:

Applicant's details:

Identification document details:

_____

Telephone number:

_____

I have familiarised myself with and agree to the terms of the RBS Agreement, the Public Offer, the Terms of Service for the Service Package and the Bank's Tariffs. (website www.kapitalbank.uz). I confirm the accuracy of the information contained in this Application.

□ The Bank has the right to verify the information contained in this Application

□ The Bank may use the information contained in this Application to send advertising and informational materials of the Bank

Signature of the Service Package Holder ✓ **Date:** «___»_____20___y.

BANK'S OFFICIAL NOTES

Official action/decision/notes	**Full Name of the employee**	**Signature**
Application received by		

Metric	Result
Removed duplicate paragraphs	110
Removed extra blank lines	550
Key typo fixes	within; shall not be liable
Target reduction	≈30% (automatic pass + further manual compression recommended)