

**to the Agreement on complex banking services for
legal entities and individual entrepreneurs at JSCB "Kapitalbank"**

PROCEDURES

for opening, servicing and closing bank deposits via remote banking system

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

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

Deposit – an amount of funds in national or foreign currencies placed by the Client with the Bank on the terms of its return with or without interest or premiums within the period agreed upon between the Bank and the Client, in accordance with the Bank Deposit Contract;

Additional contribution – contribution by the Client of funds in addition to the Deposit amount, during the validity period of the Agreement, if this is provided for by the terms of the Deposit;

Holidays and/or non-working days (weekends) – calendar days during which the Bank does not carry out banking activities;

Procedure – the present procedure for opening, servicing and closing bank deposits through the remote banking system;

Deposit account – a bank account that records funds in national or foreign currency placed by the Client in accordance with the terms of the Bank Deposit Contract.

1.2. Other terms and definitions used in this Procedure have the same meaning as in the Agreement.

II. GENERAL PROVISIONS

2.1. This Procedure becomes mandatory for the Parties (enters into force) on the basis of the Client's Application for placing a deposit (Appendix No. 1 to this Procedure) and regulates the relationship between the Bank and the Client for opening, servicing and closing bank deposits via the remote banking service system.

2.2. This Procedure, the Agreement, the Bank's Tariffs and the Application together constitute the Bank Deposit Contract (hereinafter referred to as the "Contract").

2.3. The application can be signed by the Client personally or using an electronic digital signature.

III. ITEM

3.1. The Client deposits and the Bank accepts funds into the Deposit and undertakes to return the Deposit and pay interest on the terms and in the manner provided for in the Contract.

3.2. The Client's Application contains the following information:

- name, type (time/savings) of the Deposit;
- currency, amount and term of the Deposit;
- annual interest rate on the Deposit;

- other conditions of the Deposit (conditions for early return of the deposit, the possibility of making an Additional contribution, etc.).

IV. PROCEDURE FOR ACCRUAL AND PAYMENT OF INTEREST

4.1. In accordance with Article 764 of the Civil Code of the Republic of Uzbekistan, the Bank accrues interest established by the Agreement from the day following the day the Deposit is received by the Bank until the day preceding the return of the Deposit to the Client or its debiting from the Client's account on other grounds.

4.2. The annual base period is taken to be 365 days.

4.3. Interest payments are made monthly on the 25th of each month. If the interest payment day falls on Holidays and/or non-working days (weekends), the payment day is moved to the first working day following the weekend.

4.4. In case of early closure of the Deposit, interest is recalculated in accordance with the terms of the Deposit.

4.5. Taxation of income received from the Deposit is carried out in accordance with the Tax Code of the Republic of Uzbekistan.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The client has the right:

5.1.1. extend the term of the Deposit with the consent of the Bank, except for the case when the Client has created Card File No. 2 due to insufficient funds in the main account to satisfy the requirements;

5.1.2. Withdraw early the entire amount of the Deposit or part thereof. In this case, the Client notifies the Bank in writing of his intention no later than 1 (one) month before the date of early return of the deposit. The notification may be sent to the Bank through the Remote Banking System;

5.1.3. If there is a profit tax benefit, provide written confirmation of the benefit at the time of concluding the Agreement;

5.1.4. Place several deposits in the Bank.

5.2. The bank has the right:

5.2.1. During the term of the Contract, manage the Client's funds to ensure their own purposes in accordance with the Current legislation;

5.3. The Bank undertakes:

5.3.1. to accept the Client's funds as a Deposit and perform their duties in accordance with the terms of the Contract and the requirements of the Current legislation;

5.3.2. to accrue interest promptly and in full in accordance with the terms of the Agreement and Current legislation;

5.3.3. On the day of expiration of the Deposit, to transfer the full amount of the Deposit and the amount of interest due to the Depositor's current account. If the day of return, due to the end of the Deposit term, falls on Holidays and/or non-working (weekends), the Deposit is returned on the first business day after the weekend or holiday (non-working) days;

5.3.4. to guarantee the confidentiality of information constituting banking secrecy. Information constituting bank secrecy can be provided only in cases provided for by the Current legislation.

5.4. The Client undertakes to transfer the Deposit amount specified in the Application within 3 (three) banking days after its submission.

5.5. Each Party has the right to receive the necessary information that may affect the Parties' fulfillment of their obligations under the Agreement.

5.6. The parties undertake to comply with the terms of the Agreement and all subsequent changes, if any.

5.7. In the event of seizure of funds located in the Client's accounts, or suspension of operations on the Depositor's accounts in cases provided for by the legislation of the Republic of Uzbekistan, the accrual of interest on the Deposit is suspended until the restrictions are lifted.

VI. RESPONSIBILITY OF THE PARTIES

6.1. The parties are responsible for failure to fulfill or improper fulfillment of their obligations under the Agreement in accordance with the Current legislation, the Agreement and this Procedure.

6.2. In case of delay by the Bank in making payments made by the Bank to the Client in accordance with the terms of the Agreement, the Bank pays the Client a penalty in the amount of 0.1% of the overdue amount for each day of delay, but not more than 10% of the overdue amount.

VII. FINAL TERMS

7.1. The Contract comes into force from the day the Application is submitted and the Deposit amount is received by the Bank and is valid until the Parties fully fulfill their obligations under the Contract.

7.2. Upon termination of the Agreement, the Deposit Account is closed.

7.3. Disputes related to the Contract are resolved by the parties through negotiations between themselves.

If it is impossible to resolve disputes through negotiations, disputes are resolved in the manner specified in the Contract.

7.4. Relations between the Bank and the Client not provided for by this Procedure are governed by the Current legislation and the Agreement. Taxation of income received from the Deposit is carried out in accordance with the Tax Code of the Republic of Uzbekistan.

ANNEX No. 1

**to the Procedure for opening, servicing and
closing bank deposits via the remote banking system**

**STATEMENT
to place a deposit**

Please open a time/savings deposit account in national/foreign currency and place funds on deposit under the following conditions:

Name of deposit: _____

View: _____

Deposit currency: _____

Deposit amount: _____

Annual interest rate on deposit: _____

Deposit term: _____

Conditions for early return of the deposit: _____

Possibility of making an additional contribution: _____