

**to the Comprehensive Banking Services Agreement  
for Legal Entities and Individual Entrepreneurs  
at JSCB Kapitalbank**

**PROCEDURE**

**for Opening, Maintaining, and Closing Bank Deposits  
via the Remote Banking Services System**

**I. ADDITIONAL TERMS AND DEFINITIONS**

**1.1** For the purposes of this Procedure, the following terms and definitions shall apply:

**Deposit** – the amount of funds in national or foreign currency placed by the Client with the Bank on the terms of its return with interest or premiums, or without such, within a period agreed between the Bank and the Client in accordance with the Bank Deposit Agreement;

**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 terms of the Deposit;

**Partial Withdrawal** – the ability to withdraw a portion of the Deposit amount in accordance with the terms of the selected Deposit type;

**Early Closure of Deposit** – closure of the Deposit before the agreed term in accordance with the terms of the selected Deposit type;

**Public Holidays and/or Non-Working (Days Off) Days** – calendar days on which the Bank does not carry out banking activities;

**Procedure** – this Procedure for opening, maintaining, and closing bank deposits via the Remote Banking Services System;

**Deposit Account** – a bank account which records funds in national or foreign currency placed by the Client in accordance with the terms of the Bank Deposit Agreement;

**Remote Banking Services System (RBSS)** – a set of banking services provided on the basis of orders transmitted (received) by the Client remotely using telecommunications systems, enabling the Client to carry out financial transactions without the involvement of an authorised bank employee by means of a mobile application pre-installed on a mobile device (mobile phone, smartphone, tablet, etc.) and/or using the global Internet network and a web application (Uzum Business), and ensuring the receipt of information, generation, transmission, registration, execution of Client orders, and electronic document flow between the Client and the Bank;

**Minimum Deposit Amount** – the minimum amount of funds required for placement (opening) in accordance with the terms of the selected Deposit type;

**Non-Reducible Balance** – the minimum amount of funds that the Client undertakes to maintain in the Deposit throughout the entire Deposit term, if provided for by the terms of the Deposit;

**Deposit Terms** – the quantitative and qualitative characteristics of the Deposit type selected by the Client, including:

- the minimum and maximum Deposit amount;
- the placement term;
- the interest rate;
- the possibility of partial withdrawal;
- the replenishment conditions;
- the conditions for early termination;
- the procedure for paying interest.

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

## **II. GENERAL PROVISIONS**

**2.1** This Procedure becomes binding on the Parties (enters into force) on the basis of the Client's application for placement of the Deposit (Annex 1 to this Procedure) and regulates the relationship between the Bank and the Client regarding the opening, maintenance, and closing of bank deposits via the RBSS.

**2.2** This Procedure, the Agreement, the Bank's Tariffs, and the Application collectively constitute the Bank Deposit Agreement (hereinafter – the "Agreement").

**2.3** An Agreement concluded in accordance with the established procedure shall simultaneously be recognised as an application for opening a Deposit Account for the Client.

**2.4** The Application shall be submitted via the RBSS using the established identification and authentication means, or directly at the Bank in paper form in accordance with the form set out in Annex 1.

**2.5** Submission of the Application and subsequent placement of funds shall be deemed acceptance of the terms of the Bank Deposit Agreement.

**2.6** Placement of funds in the Deposit shall be carried out exclusively in non-cash form via the RBSS.

### **III. SUBJECT MATTER**

**3.1** The Client shall deposit, and the Bank shall accept, funds in the Deposit, and the Bank undertakes to return the Deposit and pay interest on the terms and in the manner provided for in the Agreement.

**3.2** The terms of the Deposit shall be determined by the selected type of Deposit and shall be specified in the Application, including:

- name, type (time/savings) of the Deposit;
- currency, amount, and term of the Deposit;
- annual interest rate on the Deposit;
- possibility of making additional contributions;
- possibility of partial withdrawal;
- conditions for early termination;
- minimum Deposit amount;
- maximum Deposit amount;
- other terms of the Deposit.

#### **IV. PROCEDURE FOR CALCULATING AND PAYING INTEREST**

**4.1** In accordance with Article 764 of the Civil Code of the Republic of Uzbekistan, the Bank shall calculate the interest set out in the Agreement from the day following the day the Deposit funds are received by the Bank up to and including the day preceding the return of the Deposit to the Client or its write-off from the Client's account on other grounds.

**4.2** The annual basis period shall be taken as 365 days.

**4.3** Interest shall be paid on the 25th day of each month. If the interest payment date falls on a Public Holiday and/or Non-Working (Days Off) Day, the payment date shall be postponed to the first working day following the non-working days.

**4.4** In the event of early closure of the Deposit, interest shall be recalculated in accordance with the terms of the Deposit.

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

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

**5.1** The Client shall have the right to:

**5.1.1** Extend the term of the Deposit with the consent of the Bank, except where the Client has a Card Index No. 2 due to insufficient funds in the main account to satisfy claims presented;

**5.1.2** Withdraw the entire Deposit amount or a part thereof early;

**5.1.3** If a profit tax benefit is available, submit written confirmation of such benefit at the time of concluding the Agreement;

**5.1.4** Place several deposits with the Bank.

**5.2** The Bank shall have the right to:

**5.2.1** During the term of the Agreement, dispose of the Client's funds for its own purposes in accordance with applicable law;

**5.2.2** Refuse to execute a transaction in the absence or incorrectness of the digital signature;

**5.2.3** Suspend transactions on the Deposit in cases provided for by law;

**5.2.4** Unilaterally introduce amendments and additions to this Agreement.

**5.3** The Bank undertakes to:

**5.3.1** Accept the Client's funds in the Deposit and perform its obligations in accordance with the terms of the Agreement and the requirements of applicable law;

**5.3.2** Calculate and accrue interest in a timely manner and in full in accordance with the terms of the Agreement and applicable law;

**5.3.3** Transfer the full amount of the Deposit and the corresponding interest amount to the Depositor's account on the day the Deposit term expires. If the repayment day due to the expiry of the Deposit term falls on a Public Holiday and/or Non-Working (Days Off) Day, the Deposit shall be returned on the first working day following the non-working or public holiday;

**5.3.4** Guarantee the confidentiality of information constituting a bank secret. Information constituting a bank secret may be disclosed only in cases provided for by applicable law.

**5.4** The Client undertakes to:

**5.4.1** Transfer the Deposit amount specified in the Application when opening the Deposit;

**5.4.2** Ensure the confidentiality of the login, password, and digital signature, and notify the Bank of technical failures in the RBSS;

**5.4.3** Review and sign (**accept**) the information sheet on the terms of deposit guarantee in the Republic of Uzbekistan set out in Annex 2 to this Procedure, which is an integral part of this Procedure.

**5.5** Each Party shall have the right to receive necessary information that may affect the performance of its obligations under the Agreement.

**5.6** The Parties undertake to comply with the terms of the Agreement and, if any, all subsequent amendments thereto.

**5.7** In cases where a freeze is placed on funds in the Client's accounts or transactions on the Depositor's accounts are restricted (suspended, blocked) in accordance with the legislation of the Republic of Uzbekistan, interest on the Deposit shall be suspended until such restrictions are lifted.

## **VI. LIABILITY OF THE PARTIES**

**6.1** The Parties shall be liable for failure to perform or improper performance of their obligations under the Agreement in accordance with applicable law, the Agreement, and this Procedure.

**6.2** If the Bank delays payments to the Client under the Agreement, the Bank shall pay the Client a penalty in the amount of 0.1% of the overdue amount for each day of delay, but not exceeding 10% of the overdue amount.

## **VII. FINAL PROVISIONS**

**7.1** The Agreement shall enter into force on the date the Application is submitted and the Deposit amount is received by the Bank, and shall remain in force until the Parties have fully performed their obligations under the Agreement.

**7.2** Upon termination of the Agreement, the Deposit Account shall be closed.

**7.3** Disputes arising in connection with the Agreement shall be resolved through negotiations between the Parties.

If the dispute cannot be resolved through negotiations, it shall be settled in accordance with the procedure established in the Agreement.

7.4 Relations between the Bank and the Client not regulated by this Procedure shall be governed by applicable law and the Agreement.

7.5 Amendments to this Procedure shall be made by publishing a new version in the RBSS, with Clients being notified at least 10 business days before such amendments enter into force.

7.6 Annex 1 "Application for Placement of Deposit" and Annex 2 "Information on the Deposit Guarantee System in the Republic of Uzbekistan" shall form integral parts of this Procedure.

## **VIII. DETAILS AND LEGAL ADDRESSES OF THE PARTIES**

### **ANNEX 1**

**to the Procedure for Opening, Maintaining, and Closing Bank Deposits  
via the Remote Banking Services System**

### **APPLICATION**

for Placement of Deposit

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

Parameter Description: \_\_\_\_\_

Name of Deposit: \_\_\_\_\_

Type: \_\_\_\_\_

Deposit Currency: \_\_\_\_\_

Deposit Amount : \_\_\_\_\_

Annual Interest Rate on Deposit : \_\_\_\_\_

Deposit Term : \_\_\_\_\_

Early Repayment Terms: \_\_\_\_\_

Possibility to Make Additional Contributions: \_\_\_\_\_

## ANNEX 2

### to the Procedure for Opening, Maintaining, and Closing Bank Deposits via the Remote Banking Services System

#### Information on the Deposit Guarantee System in the Republic of Uzbekistan

1.	Guarantee of deposits placed in JSCB "Kapitalbank"	Deposits in the Bank are guaranteed by the Deposit Guarantee Agency.
2.	Legal basis for deposit guarantee	Law of the Republic of Uzbekistan "On Guarantees for the Protection of Bank Deposits".
3.	Guaranteed event	Liquidation (closure) of the Bank.
4.	Type of deposits guaranteed	Demand deposits, including funds on bank cards, time and savings deposits, as well as interest accrued on such deposits.
5.	Amount of compensation	Upon liquidation of a Bank, the total amount of compensation paid to each depositor, including interest accrued on the deposit, shall not exceed 200,000,000 (two hundred million) UZS
6.	Amount of compensation when a depositor has several deposits in one Bank	All deposits of the depositor in such Bank and its branches, regardless of the amount and currency of the deposit, shall be aggregated with accrued interest, and the total amount of compensation paid shall not exceed 200,000,000 UZS.
7.	Amount of compensation in the event of liquidation of several Banks	If several Banks are liquidated, a depositor who holds deposits in such Banks shall be entitled to receive compensation in an amount not exceeding 200,000,000 UZS in respect of each Bank separately.
8.	Period for payment of compensation	20 business days from the date the decision is made to liquidate (close) the Bank: – from 1 January 2026 – 15 business days; – from 1 January 2027 – 7 business days.
9.	Currency in which compensation is paid	– Compensation for deposits in foreign currency shall be paid in the national currency (UZS) at the exchange rate of the Central Bank of the Republic of Uzbekistan as of the date of liquidation (closure) of the Bank.
10.	Contact information	Information of the Deposit Guarantee Agency: · Address: Republic of Uzbekistan, 100027, Tashkent, 1 Karatosh Street (Bankers' Association Building) · Helpline: +998 555 500 500 · Email: info@uzoka.uz · Website: fgd.uz

The Depositor has been advised accordingly.