

**APPENDIX No. 1**  
**to the Agreement for Comprehensive Banking Services for**  
**Legal Entities and Individual Entrepreneurs in JSCB**  
**Kapitalbank**

**PROCEDURE**  
**for opening, servicing and closing of demand deposit account**  
**in the national currency**

**I. SUPPLEMENTARY TERMS AND DEFINITIONS:**

**1.1.** The following terms and definitions shall be used in this Procedure:

**Monetary Funds** - funds in the national currency of the Republic of Uzbekistan, "soum";

**"Faktura.uz" Information System** - the information system of Information Intermediary consisting of hardware and software tools which allows to carry out a set of processes on formation, acceptance, sending and delivery of electronic documents through the information system of electronic document flow "Faktura.uz", including for making transactions, settlements, exchange of official and unofficial correspondence;

**Procedure** - this Procedure for opening, servicing and closing of demand deposit account in the national currency. This Procedure is posted on the Bank's Website;

**Account** – deposit accounts in national currency opened by the Bank to the Client on the basis of an Application or a Client's Account Opening Application, where the Client's funds are kept on record, disbursed or transferred upon his first demand.

**Sanctions** - collective or unilateral coercive measures of economic or other nature applied by decision of states or international organizations to states, organizations, or individuals and legal entities.

**Sanctions List** - states, organizations, or individuals and legal entities sanctioned by the UN Security Council, the European Union, and the Office of Foreign Assets Control (OFAC), a subdivision of the US Department of the Treasury or other states and international organizations which may impose sanctions on the Bank, directly or indirectly threatening the Bank's functioning.

**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 Application signed by the Client in his own hand or EDS and governs the relations involving opening and closing of the Account for the Client, with the acceptance and crediting of Funds received on the Account, the transfer and payment of Funds from the Account, the provision of cash services, as well as the conducting (execution) of other transactions on the account in accordance with the procedure provided for by the Current Legislation, the CBS and this Procedure.

**2.2.** This Procedure, the Agreement, the Bank's Tariffs, the Application, the Public Offer and the Account Opening Application (if the Account was opened through the Public Services Center or sent through the "Faktura.uz" Information System) collectively constitute the Bank Account Contract in the national currency concluded between the Client and the Bank (hereinafter referred to as the "Contract").

**III. OBLIGATIONS OF THE PARTIES**

**3.1. The Bank is obliged to:**

**3.1.1.** provide settlement services under the instruction of the Client within the framework of the Current legislation, as well as to conduct other clearing and settlement transactions provided for by the legislation of the Republic of Uzbekistan, including:

a) crediting the received Funds to the Client's Account on the same day or not later than the next business day as the Bank receives the relevant payment document on receipt of Funds;

b) execute the order to transfer (remit) Funds from the Account based on the relevant settlement document;

c) execute payment demand orders and collection orders for the Client's debt obligations within the framework of the Current legislation;

d) receive and give out cash to the Client in accordance with the Current legislation and local (internal) documents of JSCB Kapitalbank;

e) provide other clearing and settlement services (except for transactions regulated by separate agreements concluded between the Bank and the Client);

**3.1.2.** debit the Client's account only upon his order or with his consent on the day of receipt of the settlement document (except for a payment demand order without acceptance and a collection order), or not later than the next business day. In case of absence or insufficiency of funds on the Client's account, the Bank shall place the unpaid amount of the payment document in the card file No. 2, except for cases stipulated by the legislation of the Republic of Uzbekistan;

**3.1.3.** provide services to the Client at the time specified in the Customer service schedule (except for weekends and holidays (non-working days));

**3.1.4.** perform settlement transactions under the instruction of the Client in strict compliance with the legislation of the Republic of Uzbekistan. Funds shall be debited from the Client's account under his instruction not later than the day following the day of receipt of payment documents by the Bank. Funds may be debited from the Client's account without his consent in cases stipulated by the legislation of the Republic of Uzbekistan;

**3.1.5.** perform settlement transactions under the instruction of the Client in strict compliance with the rules for non-cash settlements established in the territory of the Republic of Uzbekistan. Accept financial and settlement documents for execution only from the persons indicated in the Client's signature and seal card (if the seal is provided), and/or persons authorized by the Customer;

**3.1.6.** when accepting the relevant settlement documents, verify the correctness of all necessary details, signatures and other information, ensure execution of the duly executed relevant settlement document on the day of its receipt (if they are received during the operational day) or not later than the next business day (if they are received after the end of the operational day);

**3.1.7.** provide the Client with cash documents (application forms for cash deposit and other required forms);

**3.1.8.** under the instruction of the Client, provide him or his representative acting under a power of attorney with account statements and other documents;

**3.1.9.** ensure the integrity of funds available on the Client's account;

**3.1.10.** in case of availability of funds on the Client's account or in case of reservation due to a shortage of funds on the account, at the Customer's first request, first of all, ensure payment of wages, pensions, allowances and scholarships.

**3.2. A Client is obliged to:**

**3.2.1.** provide the Bank with all necessary documents for settlement transactions execution;

**3.2.2.** comply with the Bank's work schedule, the procedure for execution and submission of relevant settlement documents, as well as other local documents of JSCB Kapitalbank related to the subject of the Agreement, as well as fulfill the requirements of the current regulatory documents of the Central Bank of the Republic of Uzbekistan;

**3.2.3.** submit a cash application to the Bank in the prescribed form 30 days prior to the beginning of each quarter in order to determine the Client's need for cash by the Bank;

**3.2.4.** if funds are available on the account, submit a cash cheque to the Bank one day before receiving cash according to the calendar schedule of wages, pensions and allowances, and use the received funds strictly for their intended purpose;

**3.2.5.** have sufficient Funds on his Account in order to make payments;

**3.2.6.** make payments for the rendered banking services in accordance with the procedure provided for by the Bank's Tariffs;

**3.2.7.** submit to the Bank's cash desk the wages, pensions, allowances and financial assistance transferred to the deposit within the established terms;

**3.2.8.** observe the procedure of cash inflow and outflow from the own cash desk, observe the cash discipline, as well as the procedure for transferring cash in excess of the limit to the Bank through the collection service;

**3.2.9.** A Client hereby unconditionally confirms and guarantees that:

a) all counterparties under the contracts (agreements), including their participants/shareholders/ultimate beneficiaries and controlling persons, are not and will not be on the sanctions lists, including, but not limited to:

- SDN List (USA);
- US blocking lists;
- EU sanctions lists;
- UK sanctions lists;
- other applicable sanctions and restrictive lists.

b) goods purchased under foreign trade contracts (agreements):

- will not be resold, supplied, exported and/or transported to any company included in the blocking sanctions lists of the United States, the EU and the United Kingdom or used for purposes prohibited by export controls of the United States and the EU;

- will not be resold or supplied in violation of US Export Control Rules, will not be resold, supplied, exported and/or transported to companies involved in or otherwise associated with the Russian military-industrial complex and defence industrial sector or otherwise contribute to strengthening the military-industrial base of Russia;

c) Will be responsible (including financially) that products, goods, work, services, and transactions (including freight forwarding, transportation, and charter (affreightment) contracts transactions when the forwarder, carrier, and charterer provide services related to transit and transportation) are not directly or indirectly related to sanctioned countries and lists.

A Client (being the buyer) is aware of the restrictions imposed by the Export Control Rules of the United States, the EU and the United Kingdom on the use and transfer of supplied goods, services, technologies or software, or any item of American origin, or goods with an American component or intellectual property rights of the United States or the EU,

delivered to Russia in violation of the Export Control Rules of the United States, the EU and the UK. If the Client becomes aware of any changes in the above-mentioned, he undertakes to notify the Bank of such changes promptly.

**3.3.** The Parties shall be obliged to observe confidentiality and not to disseminate information without written consent of the other Party, except for cases stipulated by the legislation of the Republic of Uzbekistan.

**3.4.** The Parties may have other obligations stipulated by the legislation of the Republic of Uzbekistan and the Agreement.

**3.5.** Inform the Bank about the receipt of other's funds on his account within 2 (two) business days, starting from the date of receipt of his account statement (or receipt of information on the status of his account);

#### **IV. RIGHTS OF THE PARTIES**

##### **4.1. The Bank has the right to:**

**4.1.1.** take measures to suspend the transaction (refuse to make a payment contrary to the legislation), and/or suspend its execution, if cases of violation of the settlement procedure established by the current legislation of the Republic of Uzbekistan, regulations of the Central Bank of Uzbekistan, local documents of JSCB Kapitalbank, the Agreement, as well as violation of the procedure of execution and timely submission of settlement documents by the Client are revealed;

**4.1.2.** use the Client's available Funds as resources, ensuring the safety and free disposal of the Client's own funds;

**4.1.3.** if any doubts as to the authenticity of the documents serving as a basis for banking transactions arise, suspend the banking transaction, at the same time notify the Client's officials authorized to sign. In this case, the Bank shall be entitled to request additional documents from the Client confirming the validity of the Transaction;

**4.1.4.** refuse the Client to execute transaction with cash funds or other properties in the following cases:

- absence of the Client's management body or a person authorized to act on behalf of a legal entity without a power of attorney at its location (postal address);

- submission of knowingly false documents or failure to submit documents requested in accordance with the legislation of the Republic of Uzbekistan;

- information on participation or suspected participation in terrorist or other criminal activities received in accordance with the current legislation of the Republic of Uzbekistan;

- seizure of funds held in the account or suspension of transactions on the account in cases provided for by the legislation of the Republic of Uzbekistan;

**4.1.5.** in accordance with the procedure established by the legislation of the Republic of Uzbekistan and local acts of JSCB Kapitalbank, without the consent of the Client, freeze and/or suspend transactions with funds or other property (except for transactions for crediting funds) in cases where, in accordance with current legislation, persons fall into the List. In case of suspension of the transaction and (or) freezing of funds and other property, debiting of Funds from the accounts on the basis of the Client's orders shall not be performed. At the same time, in case of termination of the DKBO and/or Agreements, the client is obliged to transfer the balance of funds in the current account to their accounts opened with another bank.

**4.1.6.** in the presence of card file No. 2 on the Client's primary demand account, transfer funds held on the Client's secondary and other accounts opened with other banks to the Client's primary Account (except for accounts to which this requirement does not apply in accordance with the current legislation of the Republic of Uzbekistan);

**4.1.7.** in cases of detection of erroneous entries after completion of the Bank's business day and preparation of the balance sheet, on the next banking day, without the Client's consent, debit the respective incorrectly credited amounts from the Client's Account by making a reverse corrective accounting entry;

**4.1.8.** in accordance with the procedure established by the legislation in case of insufficiency of funds on the Client's primary account in the national currency and in case of availability of foreign currency funds on the Client's foreign currency account, in order to ensure timely payments to the budget and other debts, without the Client's consent, sell the Client's foreign currency funds at the exchange rate set for the day of sale in the amount necessary for the Client's debts repayment;

**4.1.9.** independently close the Account in accordance with the procedure stipulated in clause 8.5. of the Agreement;

**4.1.10.** The Bank has the right under the concluded foreign trade contracts (agreements):

- audit the Client's activities and a specific transaction or operation, including sending requests to the Client (2 business days due) to obtain information and documents necessary for the Bank to comply with the requirements of economic sanctions legislation (administered by the United Nations Security Council, the Office of Foreign Assets Control of the U.S. Treasury Department (OFAC) or another body of the United States, Canada, or the United Kingdom governments);

- refuse to carry out/execute the transaction and immediately inform the Central Bank of the Republic of Uzbekistan;

- refund an incoming payment or block the execution of an outgoing payment;

- notify the client, in compliance with all confidentiality requirements, of the sanctions risks that may arise as a result of conducting/executing the transaction;

- suspend the conduction/execution of the transaction for the duration of the audit in terms of compliance with the terms of the transaction with the provisions of the JSCB Kapitalbank Sanctions Risk Management Policy and the Bank's risk appetite, while the deadline for the audit shall be determined by the Bank independently;

- send a request to its correspondent banks, not to conduct payments towards the Bank and return payments to the sending bank, in which it participates directly or, according to the 50% Rule, to the blocking sanctions list;

- take appropriate measures against the party that is included in the blocking sanctions list, including, but not limited to: termination of service of the foreign trade contract (agreement), blocking of the Client's account and termination of business relations with the Client;

- take other measures to prevent such cases from re-occurring.

**4.1.10.1.** The Bank additionally has the right to:

- conduct detailed inspections of high-risk transactions;
- request the opinions of external experts on the assessment of sanctions risks;
- establish additional requirements for document management for risky transactions;
- introduce a special procedure for monitoring transactions with foreign counterparties.

**4.2. The Client has the right to:**

**4.2.1.** freely to dispose of his Funds on the Account within the framework of the Current Legislation, on the terms and conditions of the Agreement and the Contract;

**4.2.2.** give instructions to the Bank to carry out cash and settlement operations, require their timely execution, and make requests for collection settlements;

**4.2.3.** receive cash funds in accordance with the legislation, according to the payroll schedule, subject to the availability of funds on the account and the reservation thereof;

**4.2.4.** apply to the Bank with a request to search for funds that have not been arrived at their destination, to establish their location and return them;

**4.2.5.** receive the information on the banking legislation of the Republic of Uzbekistan, on the additions and amendments made to it.

**4.3.** The Bank is not entitled to impose restrictions on the Client's rights to use and dispose of Funds at his discretion, except for cases stipulated by the legislation, the Agreement and this Procedure.

**4.4.** The Parties may have other rights provided for by the legislation of the Republic of Uzbekistan and the Agreement.

## **V. COMMISSION FEE AND THE PROCEDURE FOR ITS PAYMENT**

**5.1.** The Client shall pay commissions for banking services according to the Bank's Tariffs.

**5.2.** The Bank does not charge a commission fee for payroll processing and equivalent payments, pensions, allowances and scholarships, as well as for crediting funds to the Client's account.

**5.3.** For servicing the passive accounts of the Clients, the monthly commission fee is not charged and shall not be collected in the following cases:

- a) if the Client's current or transit accounts in the national currency have not undergone any transactions during the month;
- b) if only credit transactions have been performed on the Client's current account;
- c) in case of loan debt repayment on loan accounts;
- d) in case of accrual and repayment of debts on accounts 16300 - "accrued interest receivable", 16400 - "accrued non-interest income receivable";
- e) when funds are transferred from account to account of the Client within the bank branch (provided the unique code of the Client matches) in the national currency;
- f) when replenishing a corporate card (provided that the Client's unique code matches);
- g) when transferring funds to suspense accounts;
- h) when replenishing special block accounts opened with the identical unique code of the Client;
- i) when transferring the Client's account balance from branch to branch of the Bank (in case of absence of account transactions in the current month).

**5.4.** The Bank shall not pay interest to the Client for the use of funds held in the Accounts, except for separate agreements concluded between the Bank and the Client.

**5.5.** The commission fee for servicing the passive accounts of the Client shall be debited from the Account without acceptance without the Client's order on a monthly basis in accordance with the memorial order upon completion of the first payment on the Client's account of the current month, while, the commission fee for servicing the passive accounts shall be charged first (except for cases of payment of debts to the budget and in other cases directly provided for by the current legislation or local documents of the Bank), to which the Client shall give his irrevocable consent.

**5.6.** In case of absence or insufficiency of funds on the Client's account to cover the commission fee, the outstanding part of the debt shall be placed in the Client's card file No. 2 by issuing a payment request, which shall be executed in accordance with the established procedure. The specified payment request shall be considered accepted by the Client without any additional confirmation.

## **VI. FINAL CONDITIONS**

**6.1.** The Parties shall be responsible for non-fulfillment or improper fulfillment of their obligations under the Contract in accordance with the current legislation of the Republic of Uzbekistan, the Agreement and this Procedure.

**6.1.1.** The Bank shall not be responsible for:

- the Client's losses resulting from the refusal of correspondent banks to conduct transactions;

- blocking of the Client's funds on correspondent accounts of foreign and Uzbek banks;
- delays in transactions related to additional inspections;
- refusal to conduct transactions when indirect signs of sanctions risks are revealed.

**6.2.** The Contract shall remain in force until its expiration or termination upon the Client's application, upon a court decision issued at the Bank's request in case of the Client's failure to fulfill the contractual obligations, as well as in other cases stipulated by the Current legislation and the Agreement.

**6.2.1.** The Contract may be terminated in accordance with the established procedure at any time after the Client has made all payments related to the provision of banking services.

**6.2.2.** The Parties agree and confirm that either Party has the right to immediately unilaterally terminate or suspend the validity of the Contract and/or Agreement (notifying the other Party in writing) if one of the Parties or their beneficiaries are included in the sanctions lists of the UN Security Council, the European Union, the Office for Foreign Assets Control of the US Department of the Treasury (OFAC), or another body of the US, EU, or UK governments, as well as in the event of other sanctions risks arise.

Unilateral termination and suspension of the Contract and/or Agreement under this clause is aimed at protecting the rights and interests of the Parties and does not constitute a violation of the Contract and/or Agreement and cannot serve as a basis for the application of property sanctions and other negative consequences for the Parties.

**6.2.3.** The Parties acknowledge and agree that:

- this sanction clause is an essential condition of the Contract and/or Agreement, the violation of which is the basis for its termination, and is valid for the entire term of the Contract and/or Agreement.
- all the provisions of the sanctions clause are independent of each other, and the invalidity of one provision does not affect the validity of the rest;
- in the event of a conflict between the sanctions clause and other terms and conditions of the Contract and/or Agreement, the provisions of the sanctions clause shall prevail.

**6.3.** Upon termination and cancellation of the Contract the Bank shall close the account according to the Client's application, shall issue balance of funds available in the Account within 7 (seven) business days, transfer the balance of Funds to another account upon Client's instructions. If within 7 (business) days from the date of termination or cancellation of the Contract, Client does not provide the Bank with a written instruction to transfer funds to another account, the Bank transfers funds from the Client's account to the account 29842.

**6.4.** Termination or cancellation of the Contract and/or Agreement shall serve as a basis for closing the Account. The Client's primary/ secondary accounts shall be closed after the closure of the other accounts belonging to the Client (transit, scheme, special, targeted, etc.).

**6.5.** The Contract shall be unilaterally suspended by the Bank if the Client has not performed financial and economic activities by means of cash transactions on the Account for 6 (six) months, and in case of trading and intermediary activities - for 3 (three) months, as well as in case the liquidation commission decides on liquidation due to the fact that the Client has not formed the Authorized capital within the terms stipulated by the legislation, in accordance with the procedure stipulated by the current legislation.

**6.5.1** If the liquidation commission decides to liquidate due to the fact that the Client has not formed the Authorized Capital within the terms stipulated by the legislation, the termination of the Contract shall be carried out in accordance with the procedure stipulated by the current legislation.

**6.6.** Upon termination or expiration of the Contract, commission fee payments according to the Bank's Tariffs shall not be returned to the Client.

## **6.7. Personal data.**

**6.7.1.** By concluding the Contract, the Client provides the Bank / Partners of the Bank (persons belonging to the same banking group with JSCB Kapitalbank / affiliated companies of JSCB Kapitalbank), companies (partner banks, auditors, insurers, telecommunications network operators and providers, transport companies, railway/airlines companies, consulting, appraisal companies, supermarkets, restaurants and other private and government organizations, departments, individual entrepreneurs) with which the Bank has contractual (partnership) relations, consent to the processing the personal data of the Client (on paper and/or electronic media with and/ or without the use of automation tools for collection, recording, systematization, accumulation, storage, clarifications (updating, modification), extraction, use, transfer (distribution, provision, access, including when ordering the processing of personal data to third parties), depersonalization, blocking, deletion, destruction of personal data) provided to the Bank by the Client under the ACBS, the Contract and other agreements concluded by the Bank with other persons for the following purposes:

- consideration by the Bank of the possibility of concluding Agreements, Contracts within the framework of the Agreement, security agreements and other agreements with the Bank, a positive or negative decision on the conclusion of which can be made by the Bank, including exclusively automated processing of personal data of the Client;

- verification of the accuracy of the information provided by the Client, as well as assessment of creditworthiness/solvency when considering applications (petitions and other documents) of the Client for the provision of banking products, including the transfer of personal data to third parties if verification is necessary;

- execution and termination of the Agreement, Contract and other agreements, including the rendering of banking operations and the provision of all types of banking services, execution 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 for which the Client is a representative, policyholder, insured person or beneficiary, including the transfer of the Client's personal data to specified persons under such agreements, the Bank's conclusion of transactions in connection with the implementation of the creditor's rights under the agreements, including by assigning rights (claims) to third parties;

- claims (repayment, collection) of debt under contracts;

- personal data protection, storage, including in electronic form, and transportation of documents containing the Client's personal data and banking secrecy, in accordance with the requirements of Current legislation;

- obtaining opinions and advices in any form regarding the conclusion, execution of contracts and the implementation by the Bank of its rights and obligations under such contracts, 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 advices;

- other purposes that will be specified in the Contracts concluded by the Bank with the Client and other documents.

**6.7.2.** The Client also grants the Bank and the Bank's Partners the right (consent) to process any special categories of their personal data and biometric personal data in the event that the need to process such personal data ever arises for the purposes of processing specified in this consent.

By indicating in the documents provided to the Bank (applications, petitions and other documents) information about third parties (representative, beneficiary and/or other persons), the Client instructs the Bank to process the personal data of these persons provided by the Client in order for the Bank to make a decision on concluding the Agreement, Contract and other contracts with the Bank, as well as the subsequent implementation by the Bank and the Client of rights and obligations under such agreements, as well as storage. At the same time, the Client confirms that the Client has obtained the consent of such persons for the processing by the Client (including the transfer to the Bank) and by the Bank and the Bank's Partners of their personal data provided to the Bank.

#### **6.8. Anti-corruption clause**

**6.8.1.** The Parties hereby guarantee that, as of the date of entry into force of the Contract and/or Agreement, neither they themselves, nor their representatives, employees, or other persons under their control or determining influence have offered, demanded, or accepted any unlawful monetary or other advantages of any nature or intended to commit such acts in the future, in any way related to the conclusion and execution of the Contract and/or Agreement.

**6.8.2.** The Parties undertake, in connection with the Contract and/or Agreement, to comply with the following provisions throughout its validity period, and to take reasonable measures to ensure their compliance with their representatives, employees, and other third parties under their control or determining influence.

**6.8.3.** The Parties undertake not to perform the following actions during the term of validity of the Contract and/or Agreement in any form, including through third parties:

**a)** Bribery - the offering, transfer, authorization or receipt of any unlawful benefit of a property or other nature in favor of or on the part of any of the above-mentioned persons or other persons in order to obtain or maintain an unlawful advantage of a commercial or other nature;

**b)** Extortion of a bribe or inducement to transfer a bribe - a demand for a bribe, both related and unrelated to threats in case of refusal;

**c)** Abuse of authority - the use by a person performing managerial or other functions in a commercial or other organization of his powers contrary to the legitimate interests of this organization and in order to extract benefits and advantages for himself or others or to harm others;

**d)** Laundering of proceeds from the corrupt practices mentioned above, as well as concealment or disguise of:

- the criminal origin of the source;

- locations;

- the method of disposal;

- movement or ownership of property, including monetary funds, if it is known that such property represents proceeds of crime;

**e)** Committing other actions that violate the current anti-corruption legislation of the Parties to the Contract (Agreement). The relevant Party shall be obliged to inform the other Party immediately in writing about the additional prohibitions established by anti-corruption legislation of the Republic of Uzbekistan;

**6.8.4.** The Party is obliged to inform the other Party immediately in writing about each fact or reasonable suspicion of the commission of the fact specified in the Anti-Corruption Clause, to promote a culture of compliance with the rules of business ethics in the organization, intolerance towards participation in any corrupt action;

**6.8.5.** The Parties have agreed that in order to suspend or terminate the Contract and/or the Agreement, the ascertainment of fact specified in clause 6.8.3. of the Anti-Corruption Clause is subject to a relevant court decision that has entered into force is required.

**6.9. Rules for the use of an electronic digital signature issued by the Bank (hereinafter referred to as the "Bank's EDS") and special single variable codes (hereinafter referred to as the "SSVC") in remote service channels.**

**6.9.1.** The Parties acknowledge and agree to use (apply) Bank's EDS and SSVC for:

- signing of Agreements between the Bank and the Client in electronic form;
- submitting the Client with banking products (transactions) for which the exchange of electronic documents (hereinafter referred to as "ED") is provided in accordance with the Agreement, Contracts and local acts of the Bank;
- transfer of any statements and messages to the Bank, as well as exchange of any information with the Bank;
- performing legally significant actions to fulfill obligations, change or terminate legal relations;
- exchange of information and documents between the Parties.

**6.9.2.** The Parties use the Bank's EDS and SSVC for signing and exchanging:

- contractual documents, applications, questionnaires and other documents required for the provision of banking products and/or services by the Bank;
- scanned copies of documents;
- ED containing an order for making non-cash settlements.

The documents that may be signed by an EDS or confirmed by a SSVC also include: applications for opening accounts, loan agreements (applications), deposit agreements, orders for funds transferring (blocking, etc.), applications for bank cards issuing and other documents related to the banking services.

**6.9.3.** The Parties acknowledge that the Bank's EDS or SSVC is an absolute proof that the ED originates from the relevant Party and is signed by an authorized person of the Party. An ED signed by the Bank's EDS or confirmed by the SSVC shall be recognized as a document equivalent to a paper document signed with a handwritten signature and stamped, has an equal legal force with it and gives rise to the same rights and obligations for the Parties as in the case of paper copy execution.

In case of disputes regarding the authenticity of an electronic document, the Bank may conduct a technical examination to confirm that the document has been signed by a specific person. An ED signed by an EDS or confirmed by a SSVC shall be an acceptable evidence in court proceedings.

**6.9.4.** The ED generates the corresponding rights and obligations of the Party from the moment of signing the Bank's EDS or a confirmed SSVC, if they are signed/certified in accordance with clause 6.9.1. and clause 6.9.1. of this section, respectively.

**6.9.5.** An EDS shall be recognized as valid if the following conditions are met at the same time, if:

- Client login authentication was successful;
- The Bank has confirmed the ownership of the EDS to the Client and the validity of the Bank's EDS itself.

**6.9.6.** An SSVC shall be recognized as valid if the following conditions are met at the same time:

- Client login authentication was successful;
- successful acceptance of the SSVC by the Bank.

**6.9.7.** The Parties have agreed, by virtue of article 357 of the Civil Code of the Republic of Uzbekistan, to extend the conditions of the clauses 6.9.1., 6.9.2., 6.9.3., 6.9.4., 6.9.5., 6.9.6. and 6.9.7. of this Procedure to the relations of the Parties that have arisen since the date of conclusion of the Agreement and Contracts.

**6.10.** Disputes related to the Contract shall be resolved by the parties through negotiations between themselves. If it is not possible to resolve disputes through negotiations, the disputes shall be resolved in accordance with the procedure stipulated in the Agreement.

**6.11.** The relations between the Bank and the Client, which are not provided for by this Procedure, shall be governed by the current legislation of the Republic of Uzbekistan and the Agreement.