

## **PROCEDURE**

### **for opening, maintaining, and closing an "Overnight" savings deposit via the remote banking system**

#### **I. ADDITIONAL TERMS AND DEFINITIONS :**

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

**Banking day** – working days with an open balance, during which the Bank carries out settlement operations and customer service;

**Deposit** – the sum of money in national currency placed by the Client in accordance with the Savings Deposit Agreement “Overnight” ;

**Demand deposit account** – an account where the Client’s funds issued or transferred upon his first request are accounted;

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

**Procedure** – the current procedure for opening, servicing and closing the “Overnight” savings deposit through the remote banking system;

**Deposit account** – a bank account where funds in national currency deposited by the Client in accordance with the terms of the “Overnight” Savings Deposit Agreement are accounted;

**Minimum permanent balance** - 1,000 (one thousand) sums;

**A bank's operating day** - a part of the banking day that designates the time allocated for the receipt, processing of monetary settlement documents and the reflection of banking transactions in book-keeping accounts.

**Remote banking service system (RBSS)** - a set of Bank services provided on the basis of orders transmitted (received) by the Client remotely using telecommunication systems, enabling the Client without the participation of an authorized Bank employee through a mobile application pre-installed on a mobile device (mobile phone, smartphone, tablet, etc.) and/or using the global computer network Internet and a web application (Uzum Business), through which the Client has the opportunity to carry out financial transactions and ensures the receipt of information, the formation, transmission, registration, execution of Client Orders and the implementation of electronic document flow between the Client and the Bank.

**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 binding on the Parties (comes into force) on the basis of the Client's Application for the placement of a deposit (Appendix No. 1 to this Procedure) and regulates the relationship between the Bank and the Client regarding the opening, servicing and closing of the Overnight savings deposit through RBSS for the Client to receive additional income during the period when the funds are not in demand..

**2.1.1.** The Client's Application shall contain the following information:

- Deposit currency, amount, and term;

- other Deposit terms.

**2.2.** This Procedure, the Agreement, the Bank’s Tariffs and the Application together constitute the “Overnight” Savings Deposit Agreement (hereinafter referred to as the “Agreement”).

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

#### **III. SUBJECT**

**3.1.** The Bank accepts from the Client a Deposit in national currency with no limit on the maximum amount to be placed on the Deposit Account with the possibility of replenishment and partial withdrawal of the Deposit, and the Bank accepts funds for the Deposit and undertakes to return the Deposit and pay interest on the terms and in the manner stipulated by the Agreement.

**3.2.** The Bank accepts a Deposit from the Client under the following conditions:

- At the end of the Bank's Operating Day, the Bank debits funds in full from the main Demand Deposit Account without the Depositor's instruction, pursuant to debit memo, and independently credits them (also pursuant to debit memo) to the Deposit Account, to which the Client gives their consent (acceptance) to the Bank;

- The Deposit amount will be returned each Business Day no later than 10:00 AM Tashkent time, minus the Minimum Permanent Balance, which remains in the Deposit Account until the termination of this Agreement;

- In accordance with the procedure established by law, the Bank will begin accruing interest on the amount (Deposit) in the Deposit Account at the end of the Bank's Business Day, in accordance with the selected terms. The calculated number of days in a year is 365 days;

- Interest on the Deposit is paid monthly (on the 25th day of every month) by transferring interest to the Demand Deposit Account;

- If the day of return of the Deposit and/or interest falls on a holiday and/or non-working (weekend) day, the Deposit is returned and/or interest is paid on the first banking day following the holiday and/or non-working (weekend) day.

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

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

##### **4.1. The client has the right:**

**4.1.1.** receive interest under the terms and conditions stipulated by the Agreement;

**4.1.2.** receive information from the Bank about all transactions made on the Deposit, as well as receive a statement from the Deposit Account;

**4.1.3. refuse** to perform this Agreement (terminate the Agreement) in the absence of obligations under it, by notifying the Bank in writing at least 1 (one) banking day prior to the expected termination date in the event of a change in the current procedure for settlement services in banks and/or the legislation of the Republic of Uzbekistan in accordance with clause 5.1 of this Procedure;

**4.1.4.** place multiple deposits with the Bank.

##### **4.2. The bank has the right to :**

**4.2.1.** unilaterally terminate or suspend the Agreement in the event of:

- a reduction (seizure, collection, etc.) of the Deposit amount or a portion thereof by state or judicial authorities in accordance with the procedure established by law. In this case, interest is accrued based on the actual period the deposit has been held in the Deposit Account;

- seizure of funds in the Client's accounts, or restrictions on transactions on the Client's accounts (suspension, blocking) in cases stipulated by the legislation of the Republic of Uzbekistan;

- as well as for other reasons stipulated by the Current Legislation and the Agreement.

The Agreement will be deemed unilaterally terminated by the Bank from the date the Client receives written notice of early termination of the Agreement via RBSS.

In this case, the Bank will transfer all funds (the deposit), including the Minimum Permanent Balance, to the Demand Deposit Account and/or stop crediting them to the Deposit Account.

**4.2.2.** To debit funds from the Demand Deposit Account without the Client's permission in accordance with the terms and conditions and to fulfill obligations under the Agreement. The Parties have agreed and consider this clause an integral part of the Demand Deposit Account Agreement concluded between the Parties.

**4.2.3** To refuse to execute a transaction if the digital signature is missing or incorrect;

**4.2.4** To suspend Deposit transactions in cases stipulated by law;

**4.2.5** Unilaterally to amend and supplement this Agreement.

##### **4.3. The client undertakes to :**

**4.3.1.** fulfill their obligations in accordance with the terms of the Agreement;

**4.3.2.** independently familiarize themselves with the current Deposit terms and/or the Bank's Tariffs posted on the Bank's official website.

**4.3.3.** ensure the confidentiality of their login, password, and digital signature and inform the Bank of any technical failures in RBSS.

**4.3.4.** read and sign (accept) the information sheet regarding familiarization with and acceptance of the terms and conditions for guaranteeing deposits in the Republic of Uzbekistan, specified in Appendix No. 2 to this Procedure, which is an integral part of this Procedure.

##### **4.4. The bank undertakes to:**

**4.4.1.** accrue interest in a timely manner and in full in accordance with the terms of the Agreement;

**4.4.2.** guarantee the confidentiality of information constituting a banking secret. Information constituting a banking secret may be provided only in cases stipulated by the Current Legislation;

**4.4.3.** be liable to the Client for improper execution of Deposit transactions. The Bank shall not be liable for delays in deposit transactions resulting from errors by the Client or third parties, including in the event of force majeure, or due to the fault of settlement centers or other organizations performing interbank settlements.

**4.5.** In the event of an arrest of funds in the Client's accounts, restrictions on transactions on the Client's accounts (suspension, blocking) in cases stipulated by the legislation of the Republic of Uzbekistan, the accrual of interest is suspended until the restrictions are lifted.

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

## **V. RESPONSIBILITY OF THE PARTIES**

**5.1.** The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the Current Legislation, the Agreement and this Procedure.

**5.2.** In the event of a delay by the Bank in making payments made by the Bank to the Client in accordance with the terms of 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 more than 10% of the overdue amount.

## **VI. FINAL CONDITIONS**

**6.1.** The Agreement shall enter into force on the date of submission of the Application and receipt of the Deposit amount by the Bank and shall remain in effect until the Parties have fully fulfilled their obligations under the Agreement.

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

**6.3.** Disputes related to the Agreement shall be resolved by the Parties through negotiations.

If disputes cannot be resolved through negotiations, they shall be resolved in the manner specified in the Agreement.

**6.4.** Relations between the Bank and the Client not provided for in this Procedure shall be governed by the Current Law and the Agreement.

**6.5** Amendments to the Procedure shall be made by publishing a new version in RBSS with notification to Clients 10 business days prior to the amendments taking effect.

**6.6** Appendix No. 1 "Application for Deposit Placement" and Appendix No. 2 "Information on the Deposit Guarantee System in the Republic of Uzbekistan" shall form an integral part of this Procedure.

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

**APPENDIX № 1**  
**to the Procedure for Opening, Maintaining, and Closing**  
**the "Overnight" Savings Deposit via the Remote Banking**  
**System**

**APPLICATION**  
**for deposit placement**

We kindly ask you to open a savings deposit account in the national currency and place funds in the "Overnight" savings deposit under the following conditions:

Deposit currency: \_\_\_\_\_

Deposit amount: \_\_\_\_\_

Deposit term: \_\_\_\_\_:

**to the Procedure for Opening, Maintaining, and Closing  
the "Overnight" Savings Deposit via the Remote Banking  
System****Information  
o on the deposit guarantee system in the Republic of Uzbekistan**

1.	Guaranteeing deposits placed at JSCB Kapitalbank	Bank deposits are guaranteed by the Deposit Guarantee Agency.
2.	Grounds of deposit guarantees	Law of the Republic of Uzbekistan "On Guarantees for the Protection of Bank Deposits"
3.	Guarantee event	Bank liquidation (closure)
4.	Type of guaranteed deposits	Demand deposits, including funds on bank cards, time and savings deposits, as well as accrued interest on these deposits
5.	Amount of compensation	In the event of liquidation of a bank, the total amount of compensation paid to each depositor does not exceed 200,000,000 soum, taking into account accrued interest on the deposit.
6.	The amount of paid compensation if a depositor has several deposits in one bank	Regardless of the size and currency of the deposit, all deposits of the depositor in this bank and its branches are summed up with accrued interest and the total amount of compensation paid on them does not exceed 200,000,000 soum.
7.	Amount of compensation when liquidating several banks	In the event of liquidation of several banks, a depositor with deposits in these banks has the right to receive compensation in an amount not exceeding 200,000,000 soums, separately for each bank.
8.	Compensation payment period	Within 20 business days from the date of the decision to liquidate (close) the bank: from January 1, 2026 - 15 business days; from January 1, 2027 - 7 business days
9.	Compensated currency	Compensation for deposits in foreign currency is paid in national currency (soums) at the exchange rate of the Central Bank of the Republic of Uzbekistan on the date of liquidation (closure) of the bank.
10.	Contact information	Deposit Guarantee Agency Details: Address: Republic of Uzbekistan, 100027, Tashkent, Karatash Street 1 (Association of Banks building). Hotline:+998 555 500 500, Email: info@uzoka.uz, fgd.uz

The depositor has been notified: