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

PROCEDURE

For servicing by the Client - holders of UZCARD EMV plastic cards I. SUPPLEMENTARY TERMS AND DEFINITIONS:

1.1. The following terms and definitions shall be used in the purposes of this Procedure.

Card - a soum microprocessor-based plastic card of UZCARD EMV system issued by the Bank or other commercial bank of the Republic of Uzbekistan, which enables the Cardholder to repeatedly perform transactions on the Card Account. Current information on the Card status is reflected in the URPC;

UZCARD EMV - local system of non-cash settlements, the basic element of which are microprocessor plastic cards on the technological platform "EMV", transactions in which are carried out in real time mode;

Card Account - a bank account of the Card, the disposition of funds of which can be made by means of the Card;

Cardholder - an owner or a person authorized by the owner, who uses the Card on the basis of an agreement with the issuer and presents the Card as a means of payment for purchased goods, received services and works;

UOPC - the Unified All-Republican Processing Center, which ensures primary issuance of banks' cards, authorization, processing and clearing of transactions, information interaction between banks within the framework of "UZCARD" IPS and transfer of information on interbank transactions made on banks' cards to them for their confirmation:

Procedure - this Procedure for servicing Clients holding UZCARD EMV plastic cards. This Procedure is posted on the Bank's official website;

IPS "UZCARD" (Interbank Payment System) - a territorially distributed payment system based on a set of legal norms, regulatory documents, software and hardware solutions and the relevant organizational and technical infrastructure, designed for non-cash payments in electronic form and uniting in a single system banks issuing cards, banks servicing sellers of goods/works/services, settlement bank and URPC;

Bank's equipment - technical means provided by the Bank to the Client for servicing the Cardholder. The equipment includes POS-terminal (with power adapter and power cable), client keyboard for entering PIN. The Bank hereby guarantees that the transferred Equipment of the Bank is free from any claims and demands of third parties, in dispute and under arrest;

POS-terminal - an electronic device for accepting card payments for the Customer's goods/works/services and generating Slips (receipts) for completed transactions in real time with URPC;

Slip - a receipt of POS-terminal, confirming the Transaction on the card and containing information on the amount of transaction, type of transaction, date of transaction, as well as information allowing to identify the card and POS-terminal, which formed this Slip. For each executed Transaction 2 copies of the Slip are issued. One copy shall be given to the Cardholder, the second copy shall be kept by the Client;

Transaction - a payment made by the card to pay for goods/works/services via POS-terminal. Confirmation of the Transaction is carried out by the Cardholder by means of PIN-code;

PIN-code is a personal identification number of the card, which certifies the right to dispose of funds on the card account, as well as restricts the access of third parties to the information stored on the card/card account. PIN-code is confidential information and must be kept secret. The Cardholder is responsible for the safety of the PIN-code;

Reconciliation of totals is an online operation, as a result of which all Transactions available in the POS-terminal, as well as Reversal operations are transferred to the URPC for processing. Operation "Reconcile totals" performs reconciliation of all performed Transactions on POS-terminal with URPC. With the help of this operation it is possible to view the number and amount of performed Transactions on POS-terminal before the previous operation "Reconciliation of totals"

Payment Refund - a refund due to the Cardholder's refusal from the goods/works/services purchased with the Card, approved by the Client and carried out by him in the form established by the Bank for crediting to the Cardholder's card account. The refund cannot be made in cash;

Reversal - cancel the transaction at the POS-terminal on the card in case of communication error (communication failure). In case of an original transaction, the slip will show information about the error of this Transaction:

Stop list - a list of Cards, Transactions on which are prohibited by the Bank after the official application of the Cardholder due to the loss (theft, etc.) of the card;

Instructions of the Bank - documents describing the procedures and rules of rendering services to the Client on the Cardholder's card, the Client's use of the Bank's Equipment and the Client's work with the Bank. Compliance with the Bank's Instructions is mandatory for the Parties. The Bank's Instruction is posted on the Bank's Website.

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 (comes into force) on the basis of the completed Client Questionnaire (Appendix No. 1), according to which the Bank provides services to the Client for servicing of UZCARD EMV Cardholders.
- **2.2** This Procedure, the Agreement, the Bank's Tariffs, as well as the duly filled in and signed by the Client Application, together constitute the Contract between the Client and the Bank for servicing the Client's UZCARD EMV plastic card holders (hereinafter referred to as the "Contract").
- **2.3**. The Client shall accept payments on Cards from Cardholders for goods/works/services, whereby the Bank shall provide the Client with the Bank's Equipment necessary for making mutual settlements on Transactions.
 - **2.3**. The Client performs daily reconciliation of totals and draws up Slips.
- **2.4.** The Bank's Equipment is the property of the Bank and is provided to the Customer for temporary possession and use on a gratuitous basis for the period of validity of the Contract. The Bank's Equipment shall be returned to the Bank upon expiration/termination of the Contract, within 1 (one) banking day, as well as upon replacement in case of malfunction/inoperability, in the condition in which it was transferred, taking into account physical wear and tear.
- **2.5** All settlements under the Contract shall be made in the national currency of the Republic of Uzbekistan (sum).
- **2.6** The Application submitted by the Client confirms that the Client is familiarized and agrees with the Instructions.

III. OBLIGATIONS OF THE PARTIES

3.1. Bank is obliged:

- **3.1.1.** within 5 (five) banking days from the date of submission of the Application on the basis of the Acceptance Act (Annex No. 2) to transfer the Bank's Equipment to the Client for temporary possession and use for the purpose of servicing Cardholders;
- **3.1.2.** familiarize the Client's employees (workers) with the rules of use of the Bank's Equipment during its installation, as well as upon the Client's written request, in case of dismissal of employees (workers) previously familiarized with the Bank's Equipment;
- **3.1.3.** to transfer the amount of all processed Transactions to the Client's account specified in Appendix No. 1 to this Procedure not later than the next banking day after the Bank receives Transactions on Cards from the URPC;
 - **3.1.4.** provide a statement on processed Transactions on the basis of the Client's application.

3.2 The Client is obliged:

- **3.2.1.** to accept the Bank's Equipment, provide a place for installation of the POS terminal and be responsible for safety and integrity of the transferred Bank's Equipment;
 - 3.2.2. to maintain the Bank's Equipment in a serviceable condition during the entire term of the Agreement;
 - **3.2.3.** not to transfer the Bank's Equipment to Third Parties;
- **3.2.4.** bear the risk of accidental loss or accidental damage of the Bank's Equipment received for gratuitous use and possession from the moment of its transfer under the Acceptance Act;
 - **3.2.5**. accept payment for goods/works/services from the cards that are not on the Stop List;
 - **3.2.6.** perform daily reconciliation of totals;
- **3.2.7.** to maintain the amount on the account opened in the name of the Client with the Bank in the amount according to clauses 5.1. or 5.2. or 5.3. of this Procedure;
- **3.2.8.** within 2 (two) banking days from the moment of reducing the balance of funds on the account, to replenish the amount of advance payment up to the amount specified in clauses 5.2. or clause 5.3. of this Procedure. 5.3. of this Procedure;
- **3.2.9.** duly display in its premises advertising signs or other materials supplied by the Bank and use names or images approved by the Bank solely to indicate that the cards are accepted by the Customer as a means of payment;
- **3.2.10**. to coordinate any advertising material concerning the terms and conditions of the Agreement with the Bank and take its written consent;
- **3.2.11**. to keep duplicates of Slips for 1 (one) year from the date of their formation, and to submit them to the Bank upon first request, within 3 (three) banking days from the date of the request;
- **3.2.12.** by all available legal means to withhold the Card presented by the Cardholder for payment for goods/works/services, if it is included in the Stop List, about which a corresponding message will be given on the POS-terminal display, and to inform the Bank about it;
 - **3.2.13**. to use consumables approved by the Bank for printing Slips via POS-terminal;

- **3.2.14**. issue a copy of the Slip to the Cardholder;
- **3.2.15.** within 1 (one) banking day after receipt of the relevant notice to return to the Bank the amount of funds, which the Bank is entitled to claim from the Customer in accordance with the provisions of this Procedure;
 - **3.2.16.** comply with all instructions of the Bank's Instructions;
- **3.2.17**. upon expiration of the Agreement or in case of its early termination, within 1 (one) banking day, return the Bank Equipment to the Bank intact, safe and complete, in accordance with the Equipment Acceptance and Transfer Certificate. The fact of transfer of the Bank's Equipment is confirmed and formalized by the Certificate of Acceptance and Transfer of Equipment. The form of the Equipment Acceptance and Transfer Certificate is in Appendix No. 5 to this Procedure;
- **3.2.18**. In case of loss (theft, etc.), or destruction or damage to the Bank's Equipment, indisputably pay the amount of the fine in accordance with the current Tariffs;
- **3.2.19.** pay the Bank commissions and fines established by the current Tariffs of the Bank in a timely manner and in full;
- **3.2.20.** notify the Bank in advance in writing about planned events at the Client's point of sale (repair of premises, inventory, re-registration, inspection by authorized government bodies, etc.), which will not allow Transactions to be made using Card Holders for more than one month;
- **3.2.21.** Regularly visit the Bank's Website in order to receive updated information on changes in the Bank's Tariffs, Instructions and other documents used under the Agreement;
- **3.2.22.** provide, upon the Bank's first request, documents confirming the legality of the transaction in the event of detection of suspicious (doubtful) transactions carried out by the Client using the POS terminal provided by the Bank:
 - **3.2.23.** enter reliable data into the Client Questionnaire (Appendix No. 1)
- **3.3.** The parties are obliged to maintain confidentiality and not disseminate information without the written consent of the other party, except in cases provided for by the legislation of the Republic of Uzbekistan.
- **3.4.** The parties may have other obligations provided for by the legislation of the Republic of Uzbekistan and the Agreement.

IV. RIGHTS OF THE PARTIES

4.1. The Bank has the right:

- **4.1.1.** Unilaterally terminate the Agreement (refuse to perform it completely) if the Client:
- violated the terms of clauses 3.2. And 4.3. Of this Procedure, as well as in the event that the Client has not provided services to Cardholders within a month;
- uses the Bank's Equipment not in accordance with the Agreement or the purpose of the Bank's Equipment;
- fails to fulfill obligations to maintain the Bank's Equipment in good condition or its maintenance;
- Significantly worsens the condition of the Bank's Equipment;
- on the day the Bank detects reasonable suspicions of the use of the Bank's POS terminal for conducting operations for the purpose of legalizing proceeds from crime and financing terrorism;
- Upon seizure of funds on the account or suspension of operations on the account in cases provided for by the legislation of the Republic of Uzbekistan;
- In other cases stipulated by the Agreement and this Procedure
- **4.1.2.** Unilaterally temporarily suspend the Agreement if the Bank identifies suspicious (dubious) transactions through a POS terminal by returning the provided POS terminal to the Bank until the Client receives a written explanation about the legality of the transactions performed;
 - **4.1.3**. Suspend the transfer of the Client's funds under the Transaction if:

- Information about the Transaction was generated incorrectly due to a violation of the rules for using the Bank's equipment;
- The cardholder filed a claim regarding the transaction, and this claim was satisfied by the competent judicial authorities of the Republic of Uzbekistan;
- There is a process of transformation or liquidation of the Client. In this case, the transfer of funds under Transactions is withheld until the appropriate decision of the liquidation commission or other authorized bodies;
- The client does not fulfill the obligations assigned to him in accordance with sub clauses 3.2.7 and 3.2.8 this Procedure;
- **4.1.4**. Not to transfer funds for the transaction and assign the costs of processing the Transaction to the Client if the Transaction was sent for processing incorrectly due to a violation of the rules for using the Bank's Equipment;
- **4.1.5**. Not to take actions at the request of the Client aimed at restoring the transaction if more than 30 calendar days have passed since the date of its execution, and/or if the conditions of sub clauses 3.2.11 have been violated and 3.2.12 this Procedure;
- **4.1.6.** to directly debit funds in the amount of Reversal generated for a previously credited Transaction from the amount of Transactions sent for processing, or from the main / secondary account on demand;
 - **4.1.7.** Unilaterally change the Bank's Instructions;
 - **4.1.8.** Charge commissions from the Client according to the Bank's Tariff;
 - **4.1.9**. Collect a fine from the Client in accordance with the Bank's Tariff in the following cases:
 - Loss (theft, etc.) of Bank Equipment by the Client;
 - Destruction or damage of the Bank's Equipment transferred to a condition beyond repair.

The non-reparability of the Equipment is determined based on the results of an examination carried out by the repair and service, and is indicated in the conclusion issued by this service. The costs of the examination are borne by the Client. The fact of damage to the Equipment is confirmed and documented in the Equipment Damage Report (Appendix No. 3 to this Procedure). The fact of loss is confirmed and documented by the Loss Certificate (Appendix No. 4 to this Procedure);

4.1.9. Monitor the actual activities of the Client and his activity in servicing Cardholders at the Client's location (postal, legal address) to prevent or identify suspicious (dubious) transactions in the manner prescribed by the current legislation of the Republic of Uzbekistan.

4.2. The client has the right:

- **4.2.1.** Request in writing from the Bank a statement of completed Transactions;
- **4.2.2.** ask the Bank in writing to conduct additional training for employees (employees) on the rules for using the Bank's Equipment;
- **4.2.3.** in the event of a discrepancy between the collection amount or the amount of transactions carried out for the current OD and the amount reflected in the Client's demand account, within 30 calendar days from the date of the Transactions, contact the Bank in writing with a request to eliminate the discrepancy in these amounts;
- **4.2.4.** Demand early termination of the Agreement if the Bank's Equipment, due to circumstances for which the Client is not responsible, turns out to be in a condition unsuitable for use.

4.3. The client has no right:

- **4.3.1.** Issue cash upon return of payment. When returning a payment, the Client transfers funds to the card account of the Cardholder;
 - 4.3.2. Accept payment for goods (work, services) using Cards on the Stop List;

- **4.3.3.** transfer to Third Parties the Bank's Equipment, consumables and information about Transactions and the method of their implementation, with the exception of persons who have control functions in accordance with the current legislation of the Republic of Uzbekistan;
- **4.3.4.** In any form, re-send Transactions for processing for those Transactions that were previously sent for processing.
- **4.4.** The parties may have other rights provided for by the legislation of the Republic of Uzbekistan and the Agreement.

V. AMOUNT AND PROCEDURE OF PAYMENT FOR SERVICES

- **5.1.** If there is a main demand account opened in national currency with the Bank, the Bank withholds from the Client a commission for servicing the Terminals in accordance with the Bank's Tariff, without acceptance, on the 1st day of each calendar month by means of a memorial order. The Bank's commission is charged from the Client in full for a calendar month, regardless of the date of the Equipment acceptance certificate.
- **5.2.** If the Client has a secondary demand account with the Bank, opened in national currency, then the Client makes an advance payment of the commission for servicing the terminals by transferring funds to account 22896xxx, opened with the Bank within 1 (one) banking day from the date of conclusion of the Agreement . The amount of the advance payment is 500,000 (five hundred thousand) sum. The Bank deducts the monthly commission for servicing terminals from the amount of the advance payment, without acceptance, on the 1st day of each calendar month.
- **5.3.** If the Client does not have a primary / secondary demand account with the Bank, opened in national currency, then the Client makes an advance payment of the commission for servicing terminals by transferring funds to account 22896xxx, opened with the Bank within 1 (one) banking day from the moment of conclusion of this agreement. The amount of the advance payment is 500,000 (five hundred thousand) sum. The Bank deducts the monthly commission for servicing terminals from the amount of the advance payment, without acceptance, on the 1st day of each calendar month.
- **5.4.** If there are no or insufficient funds in the Client's account to cover the commission for servicing the terminals, the outstanding part of the debt is placed in the Client's file cabinet No. 2 by issuing a payment request, which is executed in accordance with the procedure established by law. The specified payment request is considered accepted by the Client, without any additional confirmation.
- **5.5**. If the 1st day of the month falls on a weekend or non-working (holiday), then the commission is deducted on the next banking day;
- **5.6.** In case of installation of the Terminal after the 1st day, the Bank withholds from the Client, without acceptance, on the day of signing the Certificate of Acceptance and Transfer of Equipment, the full amount of the monthly commission for servicing the terminals in accordance with the Tariffs.
- **5.7.** In the event of termination or termination of the Agreement, the Bank withholds from the Client, without acceptance, on the day of termination or termination of the Agreement, the full amount of the monthly commission for servicing the terminals in accordance with the Tariffs, regardless of the date of termination or termination of the Agreement.

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 of the Republic of Uzbekistan, the Agreement and this Procedure.
- **6.2.** In the event of material or financial damage to one of the Parties related to the subject of this Procedure, the guilty Party shall compensate for this damage.

6.3. The Bank is not responsible:

6.3.1. for refund:

- For transactions that do not comply with or contradict the terms of the Agreement;
- For the reasons specified in paragraphs 4.1.4-4.1.5 this Procedure;

- **6.3.2.** for failures in the operation of the URPC equipment, resulting in the impossibility of servicing the Client Cardholders:
 - **6.3.3.** for malfunctions in the POS terminal software.
 - **6.4.** The client is responsible:
 - **6.4.1**. for the safety and timely provision of Slips to the Bank;
- **6.4.2**. for servicing a Card that is on the Stop List due to untimely updating of the Stop List on the part of the Client;
 - **6.4.3**. for damage to the Bank caused by the Client due to violation of the terms of the Agreement;
 - **6.4.4.** for the safety and operability of the Bank's Equipment.
- **6.5.** If one of the Parties, when fulfilling the terms of the Agreement, violates the Current legislation, the second Party is not responsible for this.

VII. FINAL TERMS

- **7.1.** The Contract comes into force from the moment the Client submits the Application and is valid for a period of 1 (one) year. If 20 (twenty) banking days before the expiration of the Agreement, none of the Parties has expressed an intention to terminate it, then the Agreement is considered extended for each subsequent calendar year.
 - **7.2.** The contract may be terminated or terminated:
 - Unilaterally by the Bank in cases provided for in the Agreement and this Procedure;
- at the initiative of one of the Parties, subject to written notification of the other party 10 (ten) banking days before the expected date of termination or termination, the Client is obliged to return the Equipment transferred to him to the Bank, in working order, intact and undamaged on the basis of the Equipment Acceptance Certificate, or, in case of destruction, loss or damage to equipment beyond repair, pay the Bank the amount of the fine in accordance with the Bank's Tariffs;
 - In other cases provided for by the Agreement.
- **7.3.** The Client fulfills all obligations to the Bank regarding the payment of debt to the Bank under the Contract, if any.
- **7.4.** Upon termination or suspension of the Contract, if the Client is served by the Bank under the conditions in accordance with clauses 5.2 or 5.3 of this Procedure and the unused amount of the advance payment remains in the account, then a Reconciliation Report is drawn up between the Parties, on the basis of which the Bank transfers the balance of funds to the Client's demand deposit account opened in any commercial bank of the Republic of Uzbekistan.
- **7.5.** Upon termination or termination of the Contract, commission payments in accordance with the Bank's Tariffs are not returned to the Client.
- **7.6.** 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 Agreement.
- **7.7.** Relations between the Bank and the Client not provided for by this Procedure are governed by the current legislation of the Republic of Uzbekistan and the Agreement.

CLIENT QUESTIONNAIRE

Name of outlet:		
Retail address:		
Reference point:		
Full name of a manager:		
Manager's contact phone		
number		
Full name accountant:		
Accountant's contact phone number		
Details of the bank account to		
which the proceeds received		
from the Cards are credited		
Field of activity (Paid		
service/commercial		
enterprise):		
<u> </u>	everal points of realization of good	s/services/services and the location of the
		lease indicate the contact information of the
trading desk:		
Name of outlet	Contact Information	
	Address:	
	Reference point:	
	Contact phone numbers:	
	FULL NAME. contact person:	
	Address:	
	Reference point:	
	Contact phone numbers:	
	FULL NAME. contact person:	
	Address:	
	Reference point:	
	Contact phone numbers:	
	FULL NAME. contact person:	
	Address:	
	Reference point:	
	Contact phone numbers:	
	FULL NAME. contact person:	
Client		I confirm the accuracy of the above
(Signature) (seal)		information and appoint the above-mentioned
		employees responsible for servicing
		Cardholders
From JSCB		The Client conducted training with staff
"Kapitalbank"		

Annex No. 2 to the Customer Service Procedure for UZCARD EMV plastic cardholders

Signature (seal)

	ACT OF ACCEPT	ANCE - TRANSF	ER OF EQUIPMENT	
City:			« <u> </u> » «_	
Repre	esentatives of JSCB "Kapitalbank" consisting of	f:		
Mana	ager:			
Head	of plastic cards department:			
and th	ne Client's representative:			
Head	of TSP:			
	rawn up this ACT stating that the following eq			of JSCB "Kapitalbank",
№	Name of equipment	Number of units	Serial number	Inventory number
1	Pos terminal (model) (with power adapter and power cable)			
	Total			
inder a Conclu	time of transfer, the equipment is in good condi- arrest. Is sion of the representatives on the nature and ca rties are warned of responsibility for signing an	uses of the identifi	ed deficiencies: <u>no deficiencies</u>	were found.
The l	Bank transferred:		The client received:	
Mana (seal)	2		Full name of m	anager

Head of plastic cards department Signature

Annex No. 3 to the Customer Service Procedure for UZCARD EMV plastic cardholders

(Signature, date)

(Seal)

	IAGE/ FAILURE
City:	""
	department/branch
	, and He
have drawn up this	represented Report on damage/damage to the Equipment transferred
the Bank to the Client for servicing Cardholders:	Report on damage/damage to the Equipment transferred
Terminal model:	
Serial number:	
External condition:	
(Indicate the nature o Nature of the malfunction:	f external damage)
nature of the malfunction:	
(Indicate how the malf	function is expressed)
	•
Reason for failure:	
(Indicate the cause of demage/demage and which	n clauses of the Agreement were violated as a result)
(indicate the cause of damage/damage and which	r clauses of the Agreement were violated as a result)
The ACT was drawn i	up in two identical copies
The field was drawn	up in two identical copies
SIGNATURES (OF THE PARTIES:
om the Bank:	
(Full name, position)	(Signature, date)
om the Client:	
om the Chent:	
	

(Full name of head)

Annex No. 4 to the Customer Service Procedure for UZCARD EMV plastic cardholders

(Seal)

ACT OF LOSS

City:	"
We, the undersigned Manager	
	represented by
, have drawn up this Report	rt on the fact of the loss of the Bank to the Equipme
transferred by the Bank to the Client for servicing Cardhold	lers:
Terminal model:	
Serial number:	
Reason of loss:	
(Indicate the reason for the loss and which clause	s of the Agreement were violated as a result)
The ACT was drawn up in	two identical copies
SIGNATURES OF TH	HE PARTIES:
rom the Bank:	
(Full name, position)	(Signature, date)
rom the Client:	
(Full name of head)	(Signature, date)

Annex No. 5 to the Customer Service Procedure for UZCARD EMV plastic cardholders

Certificate of acceptance and transfer of equipment

Cit	y:					
This a	act is drawn up to the effect that rep	albank" cards		and the Head/Head of		
№	Name of equipment	Number of units	Serial (inventory) number	Inventory number		
	Pos terminal					
1	(model) (with power adapter and power cable)					
	Total					
The property at the time of transfer is in						
Ma	nager	_				
(sea	al)		Full	name of head		
	ad/Head of department/sector of plastic	;	-	Signature		
				(seal)		