

APPENDIX No. 8
to the Agreement for Comprehensive Banking Services
for Legal Entities and Individual Entrepreneurs in
Kapitalbank JSCB

The PROCEDURE for servicing the Clients who are the holders of the plastic cards in the national currency via Cash Register and/or POS terminals

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

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

Card is a microprocessor-based plastic system of UZCARD EMV, HUMO, VISA International, and MasterCard, issued by the Bank or other commercial bank of the Republic of Uzbekistan in the national currency, providing a cardholder with the opportunity to conduct repeated transactions on the Card Account;

UZCARD EMV is a local system of non-cash settlements, the basic element of which are microprocessor-based plastic cards on the EMV technology platform, transactions in which are conducted in real time mode;

VISA International is the International Association that unites financial organizations and institutions issuing and servicing various payment products under a unified brand and according to uniform standards;

MasterCard is the international payment association that unites banks and financial institutions issuing and servicing Cards under the unified MasterCard brand;

The National Interbank Processing Center (NIPC) is the institution that provides the primary issuance of bank cards, authorization, processing and clearing of transactions, information interaction between banks within the framework of the HUMO IPS and the transmission of information to them concerning interbank transactions on bank cards for their confirmation;

The International Payment System (IPS) is the institution that provides non-cash settlements between participants from different countries. Examples of IPS are "Visa", "Mastercard" and others;

Issuer is a bank that issues bank cards and carries obligations on its behalf to bank cardholders and acquirers to exercise their rights to settlements using bank cards;

Acquiring – making payments with sellers of goods (works, services, etc.) on transactions using bank cards, as well as cash withdrawal to the bank cardholder directly at the cash desk or through an ATM;

Acquirer is a resident bank that performs acquiring;

Company is a retail and service company, a legal entity (regardless of the form of ownership) and/or a business entity that has entered into an agreement with a Bank to accept payments for goods/works/services provided, which are paid using Cards;

Card Account is a bank account of a Card, the disposal of funds of which can be carried out by means of a Card;

Cardholder is the 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 payment instrument for purchased goods, services and works;

CRPC is the Common Republican Processing Centre that provides the primary issuance of bank cards, authorization, processing and clearing of transactions, information interaction between banks within the framework of the UZCARD IPS and the transmission of information to them concerning interbank transactions on bank cards for their confirmation;

Processing Center is the Center for electronic processing of transactions made using Kapitalbank JSCB cards, equipped with the necessary equipment and software for Authorization, generalization and processing of Transactions, operations related to the return of funds to the Card Account and/or to the Card, as well as the provision of other financial information;

Bank Equipment – technical facilities provided by the Bank to the Client for servicing the Cardholder. The equipment includes a **Cash Register** and/or a **POS terminal** (with a power adapter and a power cable), a client keyboard for PIN entering. The Bank hereby guarantees that the transferred Bank Equipment is free from any demands and claims of third parties, and free and clear of disputes or attachment;

Cash Register and/or **POS terminal** is an electronic device for accepting card payments for goods/works/services of the Client and forming Slips (receipts)/Receipts for completed transactions in real time mode with CRPC or IPS;

Slip is a receipt from the **Cash Register** and/or **POS** terminal confirming the Transaction made using the card and containing information about the transaction amount, type of transaction, date of the transaction, as well as information that allows to identify the card and the **Cash Register** and/or **POS** terminal generated this Slip. For each completed Transaction, 2 copies of the Slip shall be issued. One copy shall be transferred to the Cardholder, the second copy must be kept by the Client;

Receipt is the sales slip confirming the fact of the Transaction when servicing Cardholders;

Transaction is a payment made using a card to pay for goods/works/services via a **Cash Register** and/or **POS** terminal. The Transaction shall be confirmed by the Cardholder using a PIN code;

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

Reconciliation of Totals is an on-line operation, as a result of which all Transactions available in a **Cash Register** and/or **POS** terminal, as well as Reverse operations, are transferred to the CRPC or IPS for processing. The "Reconciliation of Totals" operation reconciles all Transactions carried out on the **Cash Register** and/or **POS** terminal with the CRPC or IPS. Using this operation, you can view the number and amount of Transactions performed on a **Cash Register** and/or **POS** terminal before the previous "Reconciliation of Totals" operation;

Refund of payment is a refund of funds due to the Cardholder's refusal of goods/ works/services purchased using the Card, approved by the Client and carried out by him in the form prescribed by the Bank for crediting to the Cardholder's card account. Refunds cannot be made in cash;

Chargeback (Dispute) – a disputed amount of the Transaction by the Issuer from the Acquirer, executed according to the rules of VISA International in case the Cardholder refuses to pay for a previously conducted Transaction due to illegality, while Visa debits the Company's account;

Reversal is a cancellation of a transaction on a **Cash Register** and/or **POS** terminal using a card in case of a communication error (communication failure). When making an original transaction, information about the error of this Transaction will be indicated on the slip;

Stop List – a list of Cards for which Transactions are prohibited by the Bank after the official request of the Cardholder due to loss (theft, etc.) of a card;

Bank Instructions are the documents describing the procedures and rules for the provision of Client services using the Cardholder's card, the Client's usage of the Bank Equipment and the Client's work with the Bank. Compliance with the Bank Instructions is mandatory for the Parties. The Bank Instructions are posted on the Bank's Website.

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

1.3. Terms and definitions that are not identified in this Procedure and/or the Instructions and/or the Agreement and/or other documents of the Bank shall be used within the meanings specified by the IPS documents, the current legislation of the Republic of Uzbekistan, other agreements concluded between the Parties, and, in accordance with their literal meaning and interpretation, based on the phrases context.

II. GENERAL PROVISIONS

2.1. This Procedure becomes binding for the Parties (enters into force) on the basis of a completed Client Profile (Appendix No. 1), according to which the Bank provides services to the Client for servicing Holders of UZCARD EMV, HUMO, VISA and MasterCard cards in the national currency.

2.2. This Procedure, the Agreement, the Bank's Tariffs, as well as a duly completed and signed Application by the Client, collectively constitute a Client Service Agreement concluded between the Client and the Bank for holders of UZCARD EMV, HUMO, VISA and MasterCard plastic cards in the national currency (hereinafter referred to as the "Agreement").

2.3. The Client accepts Card payments from Cardholders for goods/works/services, due to which the Bank provides the Client with the Bank Equipment necessary for making mutual settlements on Transactions.

2.4. The Client performs daily reconciliation of totals and draws up Slips.

2.5. The Bank Equipment is the property of the Bank and is provided to the Client for temporary possession and use free of charge for the duration of the Agreement. The Bank Equipment must be returned to the Bank upon expiration/termination of the Agreement, within one (1) banking day, as well as upon replacement in case of malfunction/nonoperability, in the condition in which it was transferred, considering physical wear and tear.

2.6. All settlements under the agreement shall be made in the national currency of the Republic of Uzbekistan (soum).

2.7. The Application submitted by the Client confirms that the Client has read and agrees with the Instructions.

III. OBLIGATIONS OF THE PARTIES

3.1. The Bank is obliged:

3.1.1. within 5 (five) banking days from the date of submitting the Application on the basis of the Delivery and Acceptance Certificate (Appendix No. 2), transfer the Bank Equipment to the Client for temporary possession or use for the purpose of Cardholders servicing. In case of technical failures of the ABS and PC, the term of transfer to the Client for temporary possession or use may be extended until the failures of the ABS and PC are eliminated;

3.1.2. familiarize the Client's personnel (employees) with the rules for using the Bank Equipment during its installation, as well as upon the Client's written request, in case of dismissal of personnel (employees) who were previously familiar with operation with the Bank Equipment;

3.1.3. no later than the next banking day after the Bank receives Card Transactions from the CRPC and no later than five banking days after the Bank receives Card Transactions from the IPS, transfer the amount of all processed Transactions to the Client's account specified in Appendix No. 1 to this Procedure.;

3.1.4. provide a statement on processed transactions based on the Client's application.

3.2. The Client is obliged:

3.2.1. accept the Bank Equipment, provide a place for the installation of **Cash Register** and/or **POS** terminal, and be responsible for the safety and integrity of the transferred Bank Equipment;

3.2.2. maintain the Bank Equipment in good condition for the entire duration of the Agreement;

3.2.3. do not transfer the Bank Equipment to any Third Parties;

3.2.4. bear the risk of accidental loss or accidental damage to the Bank Equipment received for use and possession from the moment of its transfer under the Delivery and Acceptance Certificate;

3.2.5. accept payments for goods/works/services from cards that are not in the Stop List;

3.2.6. perform reconciliation of the totals daily;

3.2.7. guarantee and make payments for the commission fees specified in the Bank's current tariffs in accordance with clauses 5.1. or 5.2. of this Procedure;

3.2.8. guarantee that the balance on the primary/secondary account is maintained for successful retention of the commission fees specified in the Bank's current tariffs in accordance with paragraphs 5.1. or 5.2. of this Procedure;

3.2.9. pay for the purchase of goods / services with one transaction. It is forbidden to split the amount of payment for the purchase of goods/services into several Receipts;

3.2.10. get the authorization code in the Bank's PC when making a Transaction using the Equipment. The authorization code is considered received through the Bank if it is simultaneously contained in the computer registers of the Bank PC codes, in the IPS authorization center and in the Receipt. In case of refusal of authorization, the Bank does not inform the Client of its reason;

3.2.11. display advertising signs or other materials supplied by the Bank in their proper form in its premises and use names or images approved by the Bank solely to indicate that the cards are accepted by the Client as a payment instrument;

3.2.12. coordinate any advertising material related to the terms and conditions of the Agreement with the Bank and obtain its written consent;

3.2.13. keep duplicates of Slips/Receipts for 1 (one) year from the date of their generation as well as submit them to the Bank upon the first request, within 3 (three) banking days from the date of the request;

3.2.14. by all available legal means, hold the Card presented by the Cardholder to pay for goods /works/services, if it is listed in the Stop List, about which a corresponding message will be displayed on the display of **Cash Register** and/or **POS** terminal, and inform the Bank about it;

3.2.15. use consumables approved by the Bank for printing Slips using a **Cash Register** and/or **POS** terminal;

3.2.16. give the Cardholder a copy of the Slip/Receipt;

3.2.17. return the Equipment to the Bank if the Client has not serviced the Cardholders during one month;

3.2.18. undertake the obligation to disconnect the fiscal module if it was connected, when returning the Equipment;

3.2.19. upon the first written request of the Bank, return the Equipment to it within 3 banking days;

3.2.20. use for Transactions only the Equipment provided by the Bank;

3.2.21. within one (1) banking day after receiving the relevant notification, return to the Bank the amount of funds that the Bank is entitled to demand from the Client under the terms and conditions of this Procedure;

3.2.22. within 5 banking days after the notification by the Bank, refund to the Bank the amount for any Transaction that the Bank is entitled to demand from the Client in case of non-recognition by the CRPC, NIPC, IPS, Visa International or MasterCard, incorrectly generated Slips/Receipts by the Client;

3.2.23. carry out all prescriptions of the Bank Instructions;

3.2.24. protect the Bank from losses, expenses, fines, payments and obligations that arise from:

a) any breach of the Agreement resulting in additional costs to the Bank;

b) improper handling of Equipment, advertising and other facilities transferred by the Bank to the Client under the Agreement;

3.2.25. within 3 days from the date of receipt of the written request from the Bank, submit all documents at the Client's disposal to the Bank for conducting an investigation of Transactions and rejecting the Holder's claim against the Bank;

3.2.26. immediately notify the Bank in writing of all changes related to the Client's address and bank details;

3.2.27. upon expiration of the Agreement or in case of its early termination within 1 (one) banking day, return the Bank Equipment to the Bank in integrity, safety and fully furnished, in accordance with the Equipment Delivery and Acceptance Certificate. The fact of transfer of the Bank Equipment shall be confirmed and executed by the Equipment Delivery and Acceptance Certificate. The form of the Equipment Delivery and Acceptance Certificate is in Appendix No. 5 to this Procedure;

3.2.28. pay to the Bank all amounts of Refund payments according to the Agreement, within 5 banking days;

3.2.29. in case of loss (theft, etc.), or destruction or damage of the Bank Equipment, indisputably pay the amount of the fine in accordance with the applicable Tariffs;

3.2.30. pay timely and in full to the Bank the commission fees and penalties established by the applicable Tariffs of the Bank;

3.2.31. notify the Bank in advance in writing about the scheduled events at the Client's point of sale (repair of premises, inventory, re-accounting, inspection by authorized government agencies, etc.) that will not allow Transactions to be made with the use of the Holders' cards for more than one month;

3.2.32. visit the Bank's Website regularly in order to receive updated information on changes in the Bank's Tariffs, Instructions and other documents used within the framework of the Agreement;

3.2.33. provide, upon the Bank's first request, the documents confirming the legality of the transaction, in case of detection of suspicious (questionable) transactions carried out by the Client using the **Cash Register** and/or **POS** terminal provided by the Bank;

3.2.34. enter reliable data in the Client Profile (Appendix No. 1).

3.3. The Parties are obliged to respect confidentiality and not to 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 stipulated by the legislation of the Republic of Uzbekistan and the Agreement.

IV. RIGHTS OF THE PARTIES

4.1. The Bank is entitled to:

4.1.1. unilaterally terminate the Agreement (refuse to execute it in full) and return the Equipment if the Client:

- violated the terms and conditions of clauses 3.2. and 4.3. of this Procedure, as well as in the event that Cardholders were not serviced by the Client during one month;

- uses the Bank Equipment not in accordance with the Agreement or the purpose of the Bank Equipment;

- does not perform the duties of maintaining the Bank Equipment in good condition or its maintenance;

- significantly worsens the condition of the Bank Equipment;

- on the day when the Bank discovers reasonable suspicions of using the **Cash Register** and/or the Bank's **POS** terminal to conduct transactions for the purpose of legalizing proceeds from criminal activities and terrorism financing;

- when funds held in the account are seized or transactions on the account are suspended in cases stipulated 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 detects suspicious (questionable) transactions through the **Cash Register** and/or **POS** terminal by returning the provided **Cash Register** and/or **POS** terminal to the Bank until the Client submits a written explanation of the legality of the transactions;

4.1.3. suspend the transfer of the Client's funds under the Transaction if:

- the Transaction information was generated incorrectly due to a violation of the rules for using the Bank Equipment;

- The Cardholder filed a claim in relation to 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 the Transactions shall be withheld until the relevant decision of the liquidation commission or other authorized bodies;

- The Client fails to fulfill the obligations imposed on it in accordance with sub-clauses 3.2.7. and 3.2.8. of this Procedure;

4.1.4. not to transfer funds under the transaction and impose the costs of processing the Transaction on the Client in case the Transaction was sent for processing incorrectly due to violations of the rules for using the Bank Equipment;

4.1.5. without acceptance, debit funds in the amount of the Reversal amount generated by a previously credited Transaction from the amount of Transactions sent for processing, or from the primary / secondary demand account;

4.1.6. unilaterally change the Bank's Instructions;

4.1.7. charge the Client a commission fees according to the Bank's Tariff;

4.1.8. charge the amount of the fine from the Client in accordance with the Bank's Tariff in the following cases:

- loss (theft, etc.) of the Bank Equipment by the Client;

- destruction or damage of the transferred Bank Equipment to an unrepairable condition;

The non-maintainability of the equipment shall be determined by the results of an expert examination conducted by the repair and maintenance service, and shall be indicated in the conclusion issued by this service. The costs of the examination shall be borne by the Client. The fact of damage to the Equipment shall be confirmed and documented by the Certificate of damage to the equipment (Appendix No. 3 to this Procedure). The fact of loss shall be confirmed and documented by the Certificate of Loss (Appendix No. 4 to this Procedure);

4.1.9. monitor the actual activities of the Client and its activity in servicing Cardholders at the Client's location (postal, legal address) in order to prevent or identify suspicious (questionable) transactions in accordance with the procedure provided for by the current legislation of the Republic of Uzbekistan;

4.1.10. withhold the Client's payment for the submitted Transaction or, if the Client has already been paid, withdraw the payment in the amount of the Transaction if:

- the Transaction data was issued or submitted in violation of the Agreement and Instructions;

- The Holder files a claim in relation to the Transaction, and this claim has been satisfied by the CRPC, NIPC, IPS, Visa International, MasterCard and/or the competent judicial authorities of the Republic of Uzbekistan;

- there is a process of liquidation of the Client or the process of administrative reassignment of the Client. In this case, payments shall be withheld until the liquidation commission or other authorized bodies decide concerning the legal successor;

4.1.11. debit funds for Refund payments (Reversal, Chargeback (Dispute), Credit Voucher) from the Client's primary/secondary account on demand without acceptance;

4.1.12. do not accept Receipts submitted by the Client in case of incorrect filling or violation of the terms and conditions of the Agreement;

4.1.13. The Bank has other rights in accordance with the current legislation, these Rules, Instructions and Rules of the international payment system "Visa", "MasterCard" International Payment Systems and national payment systems. At the same time, no voluntary waiver by the Bank of a legal right for any violation of the Agreement or Instructions by the Client will be considered as a waiver of rights for a subsequent or ongoing violation.

4.2. The Client is entitled to:

4.2.1. request in writing from the Bank a statement of Transactions completed;

4.2.2. request the Bank in writing to provide additional training to personnel (employees) on the rules of the Bank Equipment usage;

4.2.3. in case of non-compliance of the collection amount or the amount of transactions carried out for the current business day with the amount reflected on the Client's demand account, within 30 calendar days after the date of the Transactions, contact the Bank in writing with a request to eliminate the discrepancy between these amounts, as well as provide slips (Receipts) of the transactions carried out;

4.2.4. demand early termination of the Agreement if the Bank 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 does not have the right to:

4.3.1. perform cash withdrawal when the payment is refunded. When the payment is refunded, the Client shall transfer funds to the Cardholder's card account;

4.3.2. accept payment for goods (works, services) using Cards in the Stop List;

4.3.3. transfer the Bank Equipment, supplies and information about Transactions and the method of their implementation to any Third Parties, with the exception of persons who have control functions in accordance with the current legislation of the Republic of Uzbekistan;

4.3.4. resend Transactions for processing in any form for those Transactions that have already been 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. THE AMOUNT AND PROCEDURE OF PAYMENT FOR SERVICES

5.1. If there is a primary /secondary demand account opened in the national currency with the Bank, the Bank withholds a commission fee from the Client for Terminal maintenance in accordance with the Bank's current tariffs, without acceptance, on the 1st day of each calendar month by a memorial order. The Bank's commission fee shall be charged to the Client in full for the calendar month, regardless of the date of the Equipment Delivery and Acceptance Certificate.

5.2. The Client shall make a payment or the Bank shall charge a commission fee for the issuance of a cash register and/or POS terminal for the temporary use by transferring funds to the account 29896xxxx opened with the Bank in accordance with the Bank's current tariffs. In addition, the deduction of the monthly commission fee according to the Bank's current tariffs shall be made by the Bank from the primary/ secondary account of the Client, without acceptance, on the 1st day of each calendar month.

5.3. If the Client closes the primary/ secondary demand account opened in the national currency with the Bank, the Client shall return the Equipment transferred to it in working condition, intact and undamaged on the basis of the Equipment Delivery and Acceptance Certificate, or, in case of destruction, loss or damage of the equipment to an unrepairable condition, shall pay the fine amount to the Bank according to the Bank's Tariffs, and undertake to disable the fiscal module if it has been connected.

5.4. In case of absence or insufficiency of funds on the Client's account to cover the commission fee for servicing terminals, 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 procedure established by the legislation. 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 day off or a non-working (holiday) day, the commission fee shall be deducted on the next banking day.

5.6. If the Terminal is installed after the 1st day, the Bank deducts from the Client, without acceptance, on the day of signing the Equipment Delivery and Acceptance Certificate, the full amount of the monthly commission fee for terminal maintenance according to the Tariffs.

5.7. In the event of cancellation or termination of the Agreement, the Bank will withhold from the Client, without acceptance, on the day of cancellation or termination of the Agreement, the full amount of the monthly commission fee for terminal maintenance according to the Tariffs, regardless of the date of cancellation or termination of the Agreement.

VI. RESPONSIBILITY OF THE PARTIES

6.1. The Parties are responsible for non-fulfillment 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 the refund of funds:

- for transactions that do not comply with or contradict the terms and conditions of the Agreement;
- for the reasons specified in clauses 4.1.4 - 4.1.5. of this Procedure;

6.3.2. for failures in the operation of the CRPC equipment/NIPC or IPS, which resulted in the inability of the Client to service Cardholders, including in the event of an Auto-Reversal;

6.3.3. for failures in the operation of the **Cash Register** and/or **POS** terminal software.

6.4. The Client is responsible:

6.4.1. for the safety and timely provision of Slips/Receipts to the Bank;

6.4.2. for servicing the Card in the Stop List due to late updating of the Stop List by the Client;

6.4.3. for damage to the Bank caused by the Client as a result of violation of the terms and conditions of the Agreement;

- 6.4.4.** for the safety and operability of the Bank Equipment;
 - 6.4.5.** for the correct execution of Receipts, in accordance with the requirements of the Instructions, for the correctness of any information provided to the Bank;
 - 6.4.6.** for the correct transfer of the amount during the Transaction;
 - 6.4.7.** for strict compliance with the rules set out in the Rules for servicing plastic card holders in a Retail and Service Company;
 - 6.4.8.** for damage caused to the Client in case of violation of the provisions of this Procedure, Instructions and Rules of service for plastic card holders in the Retail and Service Company;
 - 6.4.9.** for servicing the card on the stop list due to late updating of the stop list by the Client;
 - 6.4.10.** for each case of violation of the rules of Receipts execution, "Rules for servicing plastic card holders in a Retail and Service Company", a fine shall be imposed on the Client in favor of the Bank in the amount of 25% of the minimum wage established in the Republic of Uzbekistan as of the day of the relevant violation;
 - 6.4.11.** in each case of non-fulfillment of other duties assigned to the Client in accordance with the Agreement, the Rules of International Payment Systems relating to the subject of the Agreement, the Client shall pay a fine in favor of the Bank in the amount of 1 (one) minimum wage established in the Republic of Uzbekistan as of the day of the relevant violation.
- 6.5.** If one of the Parties violates the Current legislation when fulfilling the terms and conditions of the Agreement, the other Party shall not be responsible for this.

VII. FINAL CONDITIONS

7.1. The Agreement shall come into force from the moment the Client submits the Application and shall be valid for a period of 1 (one) year. If none of the Parties has expressed their intention to terminate the Agreement 20 (twenty) banking days before the expiration of the Agreement, the Agreement shall be considered extended for each subsequent calendar year.

7.2. The Agreement may be terminated or cancelled:

- unilaterally by the Bank in cases stipulated by the Agreement and this Procedure;
- at the initiative of one of the Parties, provided that the other party is notified in writing 10 (ten) banking days before the expected date of termination or cancellation, the Client is obliged to return the Equipment transferred to it in working condition, intact and undamaged on the basis of the Equipment Delivery and Acceptance Certificate, or, in case of destruction, loss or damage to the equipment until it is unusable, pay the fine amount to the Bank according to the Bank's Tariffs and commit to disable the fiscal module if it was connected;
- in other cases stipulated by the Agreement.

7.3. The Client shall fulfill all obligations to the Bank to pay debts owed to the Bank under the Agreement, if any.

7.4. Upon termination or cancellation of the Agreement, if the Client is serviced by the Bank on the terms set out in clauses 5.2. or 5.3. of this Procedure and the unused amount of the advance payment remains on the account, a Reconciliation Report shall be drawn up between the Parties, on the basis of which the Bank transfers the remaining funds to the Client's demand deposit account opened with any commercial bank of the Republic of Uzbekistan.

7.5. The Instructions are developed and changed by the Bank unilaterally in accordance with the regulations and rules and are sent to the Client for guidance and execution.

7.6. The Client hereby grants the Bank an irrevocable, unconditional, direct and valid right during the entire term of the Agreement and, additionally, 6 (six) calendar months after its termination, the right/order to indisputably debit from any of his accounts opened with the Bank or any other bank in any currency, the funds owed to the Bank in accordance with the terms and conditions of the Agreement, as well as funds to be refunded to Cardholders, in cases specified in the current legislation, in the Agreement, and the Rules of national and international payment systems relating to the subject of the Agreement.

7.7. In case of termination or cancellation of the Agreement, commission fee payments according to the Bank's Tariffs will not be refunded to the Client.

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

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

Appendix No. 1
**to the Procedure for servicing the Clients who are the holders
of the plastic cards in the national currency via Cash Register
and/or POS terminals**

CLIENT PROFILE

Name of the point of sale _____

Name of the entity / TIN _____

Address of the point of sale: _____

Reference point: _____

Full name of the Top Manager
Top Manager's contact phone
number _____

Full name of the Accountant
Accountant's contact phone
number _____ «Контактный_телефон» _____

Details of the bank account to
which the proceeds received
from the Cards are credited _____

Field of activities (Pullik
khizmat/savdo korkhonasi): _____

If the Client has several points of sales of goods/works/services and the equipment installation locations are located in different parts of the city/district, please provide contact information about the point of sale:

<i>Name of the point of sale</i>	<i>Contact Information</i>
_____ _____ _____	Address: Reference point: Contact phones: Full name of the contact person:
_____ _____ _____	Address: Reference point: Contact phones: Full name of the contact person:
_____ _____ _____	Address: Reference point: Contact phones: Full name of the contact person:
_____ _____ _____	Address: Reference point: Contact phones: Full name of the contact person:

Client

 (signature)
 Place for Seal

I confirm the accuracy of the above information and
 appoint the above employees to be responsible for
 Cardholders servicing.

For and on behalf of
 Kapitalbank JSCB

The Client conducted a briefing with the staff

**to the Procedure for servicing the Clients who are the holders
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EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE

Tashkent city _____ "____", _____

Representatives of Kapitalbank JSCB composed of:

Manager: _____
Employee of the Specification for Software
Requirements Department: _____

and the Client's representative:

Client: _____

we have drawn up this Certificate stating that Representatives of Kapitalbank JSCB have **TRANSFERRED** and the Client's Representative has **RECEIVED** the following equipment:

No.	Equipment description	Number of units	Serial number	Inventory number
1	Cash Register and/or POS terminal _____ (model) (with power adapter and power cable)			
	Total			

The equipment is in good condition at the time of transfer, is free from any demands and claims of third parties, and free and clear of disputes or attachment.

The conclusion of the representatives on the nature and causes of the identified deficiencies: **no deficiencies were found.**

The parties have been warned about the responsibility for signing the certificate containing data that does not correspond to the reality.

Transferred by the Bank:

Received by the Client:

Manager

Place for Seal

Full name of the Top Manager

Employee of the Specification for Software
Requirements Department

Signature
Place for Seal

Appendix No. 3

**to the Procedure for servicing the Clients who are the holders
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and/or POS terminals**

**CERTIFICATE
OF DAMAGE TO EQUIPMENT**

city of _____ "____", 20____.

We, the undersigned, the Manager of _____ branch of Kapitalbank JSCB
_____, and the Client's Top Manager
_____ represented by _____,

have drawn up this Certificate on the damage to the Bank Equipment transferred by the Bank to the Client for Cardholders
servicing:

Terminal model: _____

Serial number: _____

External condition: _____

(specify the nature of the external damages)

The nature of the malfunction: _____

(specify how the fault is expressed)

The reason for the malfunction: _____

(specify the cause of the damage and which clauses of the Agreement were violated as a result)

The CERTIFICATE is drawn up in two identical copies

SIGNATURES OF THE PARTIES:

for and on behalf of the Bank:

(Full name, position)

_____ (signature, date)

for and on behalf of Client:

(Full name of the Top Manager)

_____ (signature, date)

Place for Seal

Appendix No. 4
to the Procedure for servicing the Clients who are the holders
of the plastic cards in the national currency via Cash Register
and/or POS terminals

CERTIFICATE OF LOSS

city of _____ "____", 20____.

We, the undersigned, the Manager of _____ branch of Kapitalbank JSCB
_____, and the Client's Top Manager
_____ represented by _____,
have drawn up this Certificate of loss of the Bank Equipment transferred by the Bank to the Client for Cardholders servicing:

Terminal model: _____

Serial number: _____

Reason for the loss: _____

(specify the reason for the loss and which clauses of the Agreement were violated as a result)

The CERTIFICATE is drawn up in two identical copies

SIGNATURES OF THE PARTIES:

for and on behalf of the Bank:

(Full name, position)

(signature, date)

for and on behalf of Client:

(Full name of the Top Manager)

(signature, date)

Place for Seal

Appendix No. 5
to the Procedure for servicing the Clients who are the holders
of the plastic cards in the national currency via Cash Register
and/or POS terminals

EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE

city of _____ "____", 20____.

This Certificate has been drawn up stating that the representatives of Kapitalbank JSCB composed of the Manager of _____ Kapitalbank JSCB branch _____ and Employee of the Specification for Software Requirements Department _____ received, and _____ transferred the following equipment:

No.	Equipment description	Number of units	Serial (inventory) number
1	Cash Register and/or POS terminal _____ (model) (with power adapter and power cable)		
	Total		

At the moment of the transfer, the equipment is located _____.

The conclusion of the representatives on the nature and causes of the identified deficiencies:

The parties have been warned about the responsibility for signing the certificate containing data that does not correspond to the reality.

Received by the Bank:

Manager _____

Place for Seal

Employee of the Specification for Software
Requirements Department

Transferred by the Client:

Full name of the Top Manager

Signature

Place for Seal

EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE

city of _____ "____", 20____.

This Certificate has been drawn up stating that the representatives of Kapitalbank JSCB composed of the Manager of _____ Kapitalbank JSCB branch _____ and Employee of the Specification for Software Requirements Department _____ received, and _____ transferred the following equipment:

No.	Equipment description	Number of units	Serial (inventory) number
1	Cash Register and/or POS terminal _____ (model) (with power adapter and power cable)		
	Total		

At the moment of the transfer, the equipment is located _____.

The conclusion of the representatives on the nature and causes of the identified deficiencies:

The parties have been warned about the responsibility for signing the certificate containing data that does not correspond to the reality.

Received by the Bank:

Manager _____

Place for Seal

Employee of the Specification for Software
Requirements Department

Transferred by the Client:

Full name of the Top Manager

Signature

Place for Seal