

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

PROCEDURE

for issuing and servicing the corporate card "Visa Business"

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

1.1. The following terms and definitions are used in this Procedure:

VISA International is an international association that unites financial organizations and institutions that issue and service various payment products (cards) under a single brand and according to uniform standards.

Authorization request – permission provided by the Bank to conduct transactions using the Card. Performed according to the technology of the VISA International Payment System.

Refund of payment – any refund of funds made by the Trade (Service) Enterprise in relation to a transaction in the form established by the Bank for crediting the Card Account.

Statement – A report on Transactions carried out using the Card during the reporting period.

Card issuance – production of a card, carried out at the Head Office and/or branches of JSCB Kapitalbank.

Instructions – a guide for the Client on the use of an international VISA plastic card, which is an integral part of this Procedure. Compliance with the Instructions is mandatory for both the Client and the Bank.

Card – an international payment plastic card "VISA Business", issued by the Bank in the name of the Client, allowing the Client to manage funds located on the SCS to pay for goods/work/services and receive cash in electronic terminal devices or at ATMs outside the Republic of Uzbekistan.

Overdraft is an excess of the amount of debit transactions carried out using the Card over the Payment limit.

PIN is a personal identification number intended for use when receiving cash using the Card through ATMs (automated machines for dispensing cash on cards outside the Republic of Uzbekistan) and paying for goods/services through trading terminals.

Payment Limit – the amount of the Client's funds placed on the Card Account.

Trade (service) enterprise - any legal entity or private entrepreneur who accepts the Card as payment for goods, work and services.

Card account is a special card account in US dollars opened for the Client at the Bank, intended for settlements on transactions using the Card.

Transaction – any payment made using the Card to pay for goods/work/services, as well as an operation to receive cash outside the Republic of Uzbekistan.

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

1.3. Terms and definitions not defined in this Procedure and/or Instructions and/or Agreement and/or other documents of the Bank are used in the meanings established by the VISA International 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 context of the phrase.

II. GENERAL PROVISIONS

2.1. This Procedure becomes mandatory for the Parties (enters into force) on the basis of Applications for opening a Card Account and issuing a Card (hereinafter referred to as the “Application”) signed by the Client personally (in paper form) or with an electronic digital signature (in the IBC system) and determines the conditions for issuing a plastic corporate VISA cards and regulates the relationship between the Bank and the Client, with the aim of providing the Bank with mutual settlement services using plastic corporate VISA cards issued by the Bank in US dollars.

2.2. This Procedure, the Agreement, the Bank's Tariffs, as well as the Application, together constitute the Contract for the issuance and servicing of the corporate Visa Business card (hereinafter referred to as the “Contract”).

III. PROCEDURE FOR OPENING A CARD ACCOUNT AND ISSUING A CARD

3.1. Opening a Card Account and issuing a Card is carried out for Clients who have a demand deposit account in foreign currency with the Bank.

3.2. The Card is issued by the Bank within 3 business days from the date the Bank receives the Application from the Client to receive the Card, the Client credits funds to the Card Account and pays the commission for issuing the Card in accordance with the Bank's Tariffs.

3.3. The Bank issues a Card and issues it to the Holder complete with a PIN and “Rules for using an international plastic VISA card,” which are an integral part of this Procedure.

3.4. The Card is the property of the Bank and is transferred to the Client for the period of validity of the Card. The card is valid until the end of the month of the corresponding year indicated on it. The card must be returned to the Bank upon expiration, upon replacement or at the Bank's request.

3.5. The “Visa Business” card can be used to make payments for goods or services, to obtain cash at ATMs and cash points outside the Republic of Uzbekistan (hereinafter referred to as “PVN”), as well as for payments via the Internet using its number and code indicated on the back of the Card.

3.6. The Client pays the Bank a commission for issuing the Card, servicing the Card Account and processing transactions made using the Card in accordance with the Bank's Tariffs in force at the time of provision of services.

3.7. The amounts of transactions carried out by Holders using the Card are debited from the Client's Card Account and reflected in the Card Account statements. When using the Card, the Amounts of each Transaction are reflected in US dollars.

3.8. The Card can only be used by the Holder, whose name is indicated on the front side of the Card. Transferring the Card for use to third parties is prohibited.

3.9. The Client bears full responsibility for transactions made using the Card, information on which is received by the Bank in the proper form and in accordance with the requirements of the Visa International payment system.

3.10. If the Client reports in writing about the loss of the Card, the Bank, within 24 hours from the receipt of the message about the loss of the Card, suspends all payments on the Card Account.

3.11. The Client, based on a written application for closure of the Card Account and Card after 30 (thirty) banking days after the Card is submitted to the Bank, can return the balance from the Card Account to his demand deposit account. Refunds from the Card Account to the demand deposit account are carried out on the basis of the Client's payment order.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The client has the right:

4.1.1. to Use the Card to make payments for goods or services, as well as to obtain cash from ATMs or PVN outside the Republic of Uzbekistan. Use of the Card is carried out in accordance with the terms of this Procedure, Agreement, Instructions, Rules and the current Legislation of the Republic of Uzbekistan;

4.1.2. to apply to the Bank with an Application to issue an Additional Card in the name of the Holder, thereby giving the latter the right to dispose of the funds on the Card Account at his discretion;

4.1.3. to replenish the balance on the Card Account by non-cash means in accordance with the current legislation of the Republic of Uzbekistan;

4.1.4. to Receive information about the status of the Card Account through electronic devices (ATMs and POS terminals), as well as by telephone (+998 71 233-33-01), while giving the password used during telephone conversations with a Bank employee;

4.1.5. to receive a Card account statement upon written request;

4.1.6. to Submit a claim to the Bank regarding a transaction that raises doubts about the authenticity of the Holder or which he did not perform. The claim is sent to the Bank in writing, indicating the reasons for the Holder's doubts and attaching paper copies of documents confirming the Holder's doubts;

4.1.7. to Contact the Bank with an Application to close the Card and Card Account.

4.2. The Bank has the right:

4.2.1. to Check the accuracy of the information specified in the Application, and if the information is unreliable, refuse to issue the Card without giving reasons;

4.2.2. In order to combat money laundering and the financing of terrorism, require the Client to provide information and documents that allow the Client to be identified and confirm the legality of transactions carried out on the Card Account;

4.2.3. to debit commissions from the Client's Card Account in accordance with the Bank's Tariffs;

4.2.4. to Block the Card at any time under the following conditions:

- the Client's order was given for this;

- in case of violation of the terms of this Procedure, Rules and Instructions by the Client or the Holder;

4.2.5. Withdraw the Card and close the Card Account of the Client whose Card is lost more than 3 times a year;

4.2.6. to apply penalties provided for in the Contract and Agreement, as well as suspend the Card, in case of violation by the Client or the Holder of the terms of the Agreement and in the event that, as a result of using the Card, the Bank is exposed to an unreasonable risk of financial losses;

4.2.7. to Refuse the Trade (Service) Enterprise an Authorization request if there are insufficient funds on the Card Account.

4.3. The client is obliged:

4.3.1. to Use the Card in accordance with the Contract, Rules and Instructions of the Bank, within the Payment Limit, during the validity period of the Card indicated on the front side of the Card;

4.3.2. to not transfer the Card to third parties, with the exception of the Holder in whose name the Card was issued in accordance with the Client's application, as well as authorized employees of the Bank;

4.3.3. to Pay commission to the Bank in accordance with the Bank's Tariffs, as well as all expenses associated with violation of the Contract by the Client or Holder;

4.3.4. to exercise caution when storing the Card, and also keep it secret and not disclose the PIN to third parties;

4.3.5. Immediately inform the Bank about the loss of the Card by phone (+998 71) 233-33-01. After verbal notification, confirm in writing within 24 hours that the Card is lost. If it is impossible to visit the Bank in person, notify about the loss of the Card by fax (+998 71) 200-16-16 or send by E-mail to the address: cards@kapitalbank.uz;

4.3.6. When performing transactions using the Card, be guided by the "Rules for using a VISA plastic card" and "Rules for compliance with security when conducting transactions via the Internet using a Visa card";

4.3.7. Within 10 days, repay the debt in the amount of the Overdraft resulting from the use of the Card in Trade (Service) Enterprises that have the right to accept Cards for payment without an Authorization Request;

4.3.8. provide the Card to the Bank upon the Bank's first request;

4.3.9. Regularly visit the Bank's Website in order to receive updated information on changes in the Bank's tariffs, instructions and other documents used within the framework of this Procedure.

4.4. The bank is obliged:

4.4.1. debit the Client's Card account for the amount of Transactions made by Holders using the Card at Trade (Service) Enterprises, ATMs, Point of Sale, as well as for the amount of Transactions carried out via the Internet (without the presence of the Card), using the Card number and the corresponding codes;

4.4.2. Credit the Client's Card Account when replenishing the Card Account by non-cash means in accordance with the legislation of the Republic of Uzbekistan, as well as in the case when the Trade (Service) Enterprise presents a check for the return of excessively/incorrectly withdrawn amounts;

4.4.3. Issue a Card Account statement upon written request from the Client;

4.4.4. block the card at the written request of the Client;

4.4.5. Provide the Client with "Rules for using a VISA plastic card" and "Rules for maintaining security when conducting transactions via the Internet using a Visa card";

4.4.6. in case of changes in the Instructions, notify the Client at least 5 (five) banking days before the introduction of these changes in the media or on the Bank's Website or in any other way chosen at the discretion of the Bank.

4.5. The parties may have other rights and obligations provided for by the legislation of the Republic of Uzbekistan and the Agreement.

V. RESPONSIBILITY OF THE PARTIES

5.1. The parties are responsible for failure to fulfill 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.

5.2. The Bank is responsible for the Client's financial losses if Transactions with an Authorization request were made using the Card after 24 hours after the Client notified the Bank in writing about the loss of the Card.

5.3. The client is responsible:

- in case of violation by the Holder of the terms of this Procedure, Instructions and Rules;

- for transferring PIN to other persons;

- for any Transactions that took place before the Bank was notified in writing of the disclosure of the PIN by third parties 24 hours after such notification, the Client's liability for fraudulent use of the Card by anyone is terminated, provided that the Card has been submitted to the Bank for recoding along with the provided written statement;

- For all Transactions carried out using the Card before written notification of the Bank, in case of loss of the Card;

- For the accuracy of all information provided to the Bank.

5.4. The Bank is not responsible for the inability to fulfill its obligations due to circumstances beyond the control of the Bank.

VI. FINAL TERMS

6.1. The Contract is concluded for an indefinite period and is valid until one of the Parties notifies in writing of its intention to terminate the Contract no less than 45 calendar days before the expected date of termination of the Agreement, or unilateral refusal of the agreement to the Banks in the case and in the manner specified in this Procedure.

6.2. Upon termination of the Contract, the monthly fee for servicing the Card, the fee for processing payments on the Card Account and the fee for issuing the Card are not returned to the Client.

6.3. Termination of the Contract can only be subject to:

- written application from the Client, provided that all Cards are returned to the Bank in accordance with the Instructions;
- The Client has fulfilled all obligations under this Agreement;
- The client has no debt to the Bank.

6.4. 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.

6.5. Relations between the Bank and the Client not provided for by this Procedure are governed by the current legislation of the Republic of Uzbekistan, the Agreement and Instructions.