

PROCEDURES

For maintenance and rental with the right to purchase CCM POS terminal (online cash register)

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

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

Card is a microprocessor plastic system issued by the Bank or other commercial banks, providing the cardholder with the opportunity to carry out multiple transactions on the Card Account. Current information about the status of the Card is reflected in the PC;

Card account – a Card bank account, the management of funds of which can be carried out through the Card;

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

URPC - Unified all-republican processing center, providing authorization, processing and clearing of transactions, information interaction between banks within the framework of the UZCARD interbank payment system and the transfer to them of information about completed interbank transactions on bank cards for their confirmation;

The procedure is the present procedure for servicing and leasing with the right to purchase KMM. This Procedure is posted on the official Website of the Bank;

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

The Bank's equipment is a terminal (PAX A930) transferred to the Client on a rental basis with the right to purchase, which can be used as a stand-alone banking terminal or as an online cash desk to service the Cardholder. The Bank's equipment includes a cash register POS terminal (with power adapter and power cable), a client keyboard for entering PIN. The Bank hereby notifies the Client that the Equipment is owned by the Bank;

CCM POS terminal is an electronic device for accepting payments by cards for the Client's goods/works/services and generating Slips (checks) for completed transactions in real time with the URPC, as well as the ability to install cash register software solutions that support the functionality of the fiscal module of the fiscal data operator for transfer of relevant information to the State Tax Committee of the Republic of Uzbekistan in real time;

Slip is a POS terminal receipt confirming the completion of a Transaction on a card and containing information about the transaction amount, transaction type, transaction date, as well as information that allows you to identify the card and the POS terminal that generated this Slip. For each completed Transaction, 2 copies of the Slip are issued. One copy is given to the Cardholder, the second copy must be kept by the Client;

Transaction – a payment made using a card to pay for goods/work/services using a cash register POS terminal. Transaction confirmation is carried out by the Cardholder using a PIN code;

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

Reconciliation of results is an online operation, as a result of which all Transactions available in the CCM POS terminal, as well as Reversal operations, are transferred for processing to the URPC. The operation “Reconciliation of totals” reconciles all completed Transactions on the CCM POS terminal with the URPC. Using this operation, you can view the number and amount of Transactions made on the CCM POS terminal before the previous operation “Reconciliation of totals”;

Refund of payment – a return of funds due to the Cardholder’s refusal of goods/work/services purchased using 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. Refunds cannot be made in cash;

Reversal – canceling a transaction on a cash register POS terminal using a card in the event of a communication error (communication failure). When performing the original transaction, information about the error in carrying out this Transaction will be indicated on the slip;

Bank Instructions – documents describing the procedures and rules for the provision of services to the Client using the Holder’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 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.

II. GENERAL PROVISIONS

2.1. This Procedure becomes mandatory for the Parties (comes into force) on the basis of the completed Client Questionnaire (Appendix No. 1), in accordance with which the Bank provides services to the Client for servicing CCM cardholders POS terminal and leases to the Client with subsequent purchase Bank Equipment in the amount specified in the Equipment Acceptance and Transfer Certificate.

2.2. This Procedure, the Agreement, the Bank’s Tariffs, as well as the Questionnaire duly filled out and signed by the Client, collectively constitute the Service and Lease Agreement with the right to purchase the CCM POS terminal concluded between the Client and the Bank (hereinafter referred to as the “Agreement”).

2.3. The Client accepts payment in cash and by Card from Cardholders for goods/work/services, in view of which the Bank provides the Client with Bank Equipment necessary for making mutual settlements for Transactions.

2.3. The client checks the results daily and draws up Slips.

2.4. The Bank’s equipment is new (not used) and is provided to the Client for the period of validity of the Agreement.

2.5. All payments under the agreement are made in the national currency of the Republic of Uzbekistan (sum).

2.6. The Questionnaire submitted by the Client confirms that the Client has read and agrees with the Bank’s Instructions.

III. OBLIGATIONS OF THE PARTIES

3.1. The bank is obliged:

3.1.1. within 5 (five) banking days from the date of submission of the Questionnaire on the basis of the Transfer and Acceptance Certificate (Annex No. 2), lease the Bank Equipment to the Client with subsequent purchase for servicing Cardholders;

3.1.2. Familiarize the Client’s employees (employees) with the rules for using the Bank’s Equipment during its installation, as well as upon a written request from the Client, in the event of dismissal of employees (employees) who were previously familiar with working with the Bank’s Equipment;

3.1.3. No later than the next banking day after the Bank receives Card Transactions from the URPC, transfer to the Client’s account specified in Appendix No. 1 to this Procedure the amount of all processed Transactions;

3.1.4. Provide, based on the Client’s application, an extract on processed transactions.

3.2. The client is obliged:

3.2.1. to accept the Bank Equipment, provide a place for installing a cash register POS terminal and be responsible for the safety and integrity of the transferred Bank Equipment;

3.2.2. to maintain the Bank's Equipment in good condition throughout the entire term of the Agreement;

3.2.3. Not to transfer the Bank Equipment and rights to it to Third Parties;

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

3.2.5. to carry out daily reconciliation of results;

3.2.6. to maintain the amount in the account opened in the name of the Client with the Bank in the amount in accordance with clauses 5.1 or 5.2 or 5.3 this Procedure;

3.2.7. Within 2 (two) banking days from the moment the account balance decreases, to replenish the advance payment amount to the amount specified in clauses 5.2 or clause 5.3 this Procedure;

3.2.8. properly to display on 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 Client as a means of payment;

3.2.9. to agree on any advertising material relating to the terms of the Agreement with the Bank and take its written consent;

3.2.10. to store duplicates of Slips for 1 (one) year from the date of their formation, and also provide them to the Bank upon first request, within 3 (three) banking days from the date of request;

3.2.11. to use consumables approved by the Bank for printing Slips using a cash register POS terminal;

3.2.13. to issue the Cardholder with a copy of the Slip;

3.2.13. within 1 (one) banking day after receiving the relevant notification, return to the Bank the amount of funds that the Bank has the right to demand from the Client in accordance with the terms of this Procedure;

3.2.14. to comply with all instructions of the Bank's Instructions;

3.2.15. In case of loss (theft, etc.), or destruction or damage to the Bank's Equipment, indisputably to pay the amount of the fine in accordance with the current Tariffs;

3.2.16. to pay the Bank commissions and fines established by the current Tariffs of the Bank in a timely manner and in full;

3.2.17. to 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;

3.2.18. Regularly to 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;

3.2.19. to 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 CCM POS terminal provided by the Bank;

3.2.20. to enter reliable data into the Client Questionnaire (Annex No. 1);

3.2.21. to make rent and buyout purchase payments on time.

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 Contract (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 CCM 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;
- caused damage to the Bank's Equipment;
- in other cases stipulated by the Agreement and this Procedure;

4.1.2. unilaterally temporarily suspend the Agreement if the Bank identifies a suspicious transaction through the CCM POS terminal by returning the POS terminal provided 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 subclasses 3.2.6 and 3.2.7 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 subclasses 3.2.10 have been violated this Procedure;

4.1.6. without acceptance, write off funds in the amount of Reversal generated on a previously credited Transaction, from the amount of Transactions sent for processing, or from the main / secondary account on demand, as well as rental and redemption payments;

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.

Non-reparability of the Equipment is determined based on the results of an examination conducted by an authorized repair and service center or an online Technical Service Center. The CCM POS terminal is included in the state register 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 (Annex No. 3 to this Procedure). The fact of loss is confirmed and documented by the Loss Certificate (Annex No. 4 to this Procedure);

4.1.10. 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;

4.2.5. Make early payment of all or part of the redemption payments under the Agreement, if the Client duly complied with and fulfilled all the terms of the Agreement throughout the entire rental period, and also provided that there are no obligations of the Client towards the Bank and amounts unpaid by the Client under the Agreement.

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 the rent and redemption price from the Client without acceptance on the 1st day of each calendar month by means of a memorial order. The Bank's commission is charged to the Client in full for a calendar month, regardless of the date of the Certificate of Acceptance and Transfer of Bank Equipment.

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 rent and redemption value for 1 month 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 300,000 (Three hundred thousand) sum. The Bank deducts the monthly rent and redemption value from the amount of the advance payment, without acceptance, on the 1st day of each calendar month.

5.3. If there are no or insufficient funds in the Client's account to cover the rent and redemption cost, the outstanding part of the debt is placed in the Client's Card file 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.

5.4. If the 1st day of the month falls on a weekend or non-working (holiday), then the deduction of rent and redemption value is made on the next banking day;

5.5. 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 rent and redemption price.

5.6. In the event of early termination or termination of the Agreement, the redemption price of the Bank's Equipment paid by the time of termination of the Agreement is not returned to the Client, being recognized by the Parties as compensation for the Client's property losses of the Bank (including all possible expenses and losses of the latter) associated with the early termination of the Service and Lease Agreement with the right redemption CCM POS terminal.

VI. RENTAL PAYMENT AND PURCHASE PRICE

6.1. The rent amount, according to the Bank's Tariff, is **25,000.00 (Twenty-five thousand) soums** per month.

6.2. The redemption price of the Bank Equipment is determined in the amount of **3,300,000.00 (Three million three hundred thousand) sums** and is paid by the Client in equal monthly installments of **275,000.00 (Two hundred seventy-five thousand) soums**.

6.3. If there is a main demand account opened in national currency with the Bank, the Bank withholds rent and redemption value from the Client without acceptance 1st day of each calendar month with a memorial order.

6.4. If the Client has a secondary demand account with the Bank, opened in national currency, then the Client makes an advance payment of the rent and redemption value 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 **300,000 (Three hundred thousand) soums**. 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.

6.5. All rents and redemption values transferred (paid) by the Client **before their payment terms and/or exceeding the amounts of payments** due for the relevant period will be counted as advances of future payments until the next rental payment is due.

VII. RESPONSIBILITY OF THE PARTIES

7.1. 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.

7.2. 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.

7.3. The Bank is not responsible:

7.3.1. 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;

7.3.2. for failures in the operation of the URPC equipment, resulting in the impossibility of servicing the Client Cardholders;

7.3.3. for malfunctions in the operation of the CCM POS terminal software.

7.4. The client is responsible:

7.4.1. for the safety and timely provision of Slips to the Bank;

7.4.2. for damage to the Bank caused by the Client due to violation of the terms of the Agreement;

7.4.3. for the safety and operability of the Bank's Equipment.

7.5. If one of the Parties, when fulfilling the terms of the Agreement, violates the Current legislation, the second Party is not responsible for this.

7.6. The Client bears financial responsibility for the safety of the Bank Equipment transferred to him for use.

7.7. In case of delay in making lease payments and redemption payments, the Bank shall pay the Bank a penalty in the amount of 0.5% of the overdue payment amount for each day of delay.

VIII. FINAL TERMS

8.1. The Agreement comes into force from the moment the Client submits the Application and is valid for a period of 1 (one) year. Upon expiration of the Agreement and upon proper fulfillment of the Client's obligations, the Bank **transfers ownership of the Bank's Equipment to the Client under the Transfer and Acceptance Certificate within 1 (one) banking day. From this date, the lease relationship under the Agreement is terminated, and clause ____ of the Bank's Tariffs becomes invalid. In this case, the rights and obligations of the Parties under the Agreement will be limited to the processing of transactions carried out through the CCM POS terminal.**

8.1.1. In the event of early termination of this Agreement, the Client is obliged to return the 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.

8.2. The contract may be terminated or terminated:

- Unilaterally by the Bank in cases provided for in the Agreement and this Procedure without any penalties to itself and without compensation for losses to the Client;

- 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.

8.3. The Client fulfills all obligations to the Bank regarding the payment of debt to the Bank under the Agreement, if any.

8.4. Upon termination or termination of the Agreement, if the Client is served by the Bank 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 deposit account upon demand of the Client.

8.5. Upon termination (regardless of the reasons for termination) or termination of the Agreement, the commission and rent are not returned to the Client.

8.6. Disputes related to the Agreement 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.

8.7. 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.

Annex No. 1**to the Procedure for maintenance and rent with
the purchase right for CCM POS terminal****CUSTOMER PROFILE**

Name of outlet: _____

Retail address: _____

Reference point: _____

Full name of manager: _____

Manager's contact phone number: _____

Full name of 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/trading enterprise): _____

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

Name of outlet:	Name of outlet:
_____ _____ _____	Address: Reference point: Contact phone numbers: FULL NAME of a contact person:
_____ _____ _____	Address: Reference point: Contact phone numbers: FULL NAME of a contact person:
_____ _____ _____	Address: Reference point: Contact phone numbers: FULL NAME of a contact person:
_____ _____ _____	Address: Reference point: Contact phone numbers: FULL NAME of a contact person:

Client: _____
(Signature)
(seal)

I confirm the accuracy of the above information and appoint the above-mentioned employees responsible for servicing Cardholders

From JSCB "Kapitalbank" _____

The Client conducted training with staff

Annex No. 2
**to the Procedure for maintenance and rent with
the purchase right for CCM POS terminal**

ACT OF ACCEPTANCE - TRANSFER OF EQUIPMENT

Tashkent city

«__» «_____» year of «_____»

JSCB "KapitalBank" Representatives:

Manager:

Head of plastic cards department:

and the Client's representative:

Head of TSP:

have drawn up this ACT stating that the following equipment was TRANSFERRED by Representatives of JSCB "Kapitalbank", and the following equipment was RECEIVED by the Client's Representative:

№	Name of equipment	Number of units	Serial number	Inventory number
1	CCM POS-terminal-terminal _____ (model) (with power adapter and power cable)			
	Total			

At the time of transfer, the equipment is in good condition, free from any claims or claims of third parties, and is not in dispute or under arrest.

Conclusion of the representatives on the nature and causes of the identified deficiencies: **no deficiencies have been found.**

The parties are warned of responsibility for signing an act containing data that does not correspond to reality.

The bank transferred:

The bank transferred:

Manager

Full name of a head/ supervisor

Head of Plastic Cards Department

Signature
(Seal)

to the Procedure for maintenance and

rent with the purchase right for CCM POS terminal

ACT

DAMAGE TO EQUIPMENT

City: _____

«____» _____ 20____.

We, the undersigned Manager _____ of the branch of JSCB
"Kapitalbank" _____, and the Client's Manager
_____ represented by _____,
have drawn up this Report on damage to the Bank's equipment transferred by the Bank to the Client for servicing
Cardholders:

Terminal model: _____

Serial number: _____

External condition: _____

(Indicate the nature of external damage)

Nature of the malfunction: _____

(Indicate how the malfunction is expressed)

Reason for inoperability: _____

(Indicate the reason for the damage and which clauses of the Agreement were violated as a result)

The ACT is drawn up in two identical copies

SIGNATURES OF THE PARTIES:

from the Bank:

(Full name, position)

(Signature, date)

from the Client:

(Full name of a head/ supervisor)

(Signature, date)

(Seal)

**to the Procedure for maintenance and rent
with the purchase right for CCM POS terminal**

ACT OF LOSS

City: _____ « ____ » _____ 20 ____.

We, the undersigned Manager _____ of the branch of JSCB
"Kapitalbank" _____, and the Client's Manager
_____ represented by _____,
have drawn up this Report on damage to the Bank's equipment transferred by the Bank to the Client for servicing
Cardholders:

Terminal model: _____

Serial number: _____

Reason for loss: _____

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

The ACT is drawn up in two identical copies

SIGNATURES OF THE PARTIES:

from the Bank:

(Full name, position)

(Signature, date)

from the TPS:

(Full name of a head/ supervisor)

(Signature, date)

(Seal)

Annex No. 5
**to the Procedure for maintenance and
rent with the purchase right for CCM POS terminal**

ACT OF ACCEPTANCE - TRANSFER OF EQUIPMENT

City: _____

« ____ » _____ 20 ____

This act is drawn up to the effect that representatives of JSCB "Kapitalbank" as part of the Manager of _____ Branch of JSCB "Kapitalbank" _____ and the Head of the Plastic Card Department _____ received and _____ transferred the following equipment:

№	Name of equipment	Number of units	Serial (inventory) number
1	CCM POS terminal _____ (model) (with power adapter and power cable)		
	Total		

At the time of transfer, the equipment is located in _____.

Conclusion of the representatives on the nature and causes of the identified deficiencies:

The parties are warned of responsibility for signing an act containing data that does not correspond to reality.

The bank received:

The client sent:

Manager _____

(Seal)

(Full name of a head/ supervisor)

Head of PC department

Signature

(Seal)