

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

**PROCEDURE
for the purchase and sale of foreign currency through the bank's currency position**

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

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

Foreign currencies - US dollars, British pounds sterling, Euros, Swiss francs and Japanese yen, Chinese yuan, Kazakh tenge, South Korean won and Turkish lira.

The national currency is the Uzbek soum.

IBC – Internet-Bank-Client.

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 Application completed and submitted by the Client to the Bank for the purchase or sale of foreign currency, in accordance with which the Bank buys or sells foreign currency to the Client at the expense of the Bank's currency position. Applications are submitted by the Client to the Bank before 16-00 hours of the working day.

Applications are submitted in accordance with the Resolution of the Board of the Central Bank of the Republic of Uzbekistan dated August 29, 2020 No. 18/5 "Rules for carrying out currency transactions in the Republic of Uzbekistan", registered. Ministry of Justice of the Republic of Uzbekistan No. 3281 dated August 31, 2020 and other regulations. Inconsistencies (errors) in the application may serve as grounds for the Bank to refuse the transaction.

The parties are aware that in accordance with the Law of the Republic of Uzbekistan. "On electronic document management", an electronic document is equal to a document on paper and has the same legal force.

2.2. This Procedure, the Agreement, the Bank's Tariffs, as well as the Application duly filled out and signed personally or with an electronic signature by the Client, collectively constitute the Currency Purchase and Sale Agreement concluded between the Client and the Bank (hereinafter referred to as the "Agreement").

2.3. The procedure for the sale of foreign currency by the Client to the Bank:

a) The Client submits an Application for the sale of foreign currency (Appendix No. 1) in electronic form via the IBC system or in paper form, which indicates the amount and type of currency.

b) The Bank checks the availability of foreign currency in the Client's accounts in order to complete the sale of currency to the Bank;

c) The soum equivalent amount of the sold foreign currency is credited to the demand deposit account in the Client's national currency.

2.4. The procedure for purchasing foreign currency by the Client from the Bank:

a) The Client submits an Application for the purchase of foreign currency (Appendix No. 2) electronically using the IBC system or in paper form, which indicates the purpose of purchasing the currency, the amount and type of currency, and also attaches documents that are the basis for the purchase in accordance with the currency legislation of the Republic of Uzbekistan ;

b) The Bank checks the availability of an amount in national currency in the account to reserve the Client for purchasing currency from the Bank;

c) Converted currency funds are credited to a special currency account 22614%, which must be opened before submitting an application for the purchase of foreign currency;

d) Funds credited to special currency accounts are used by the Client strictly for their intended purpose in accordance with concluded agreements and other documents in accordance with the law.

2.5. By submitting his Application to the Bank, the Client confirms that at the time of the transaction for the purchase or sale of foreign/national currency he has a sufficient amount of funds in the account specified in the Application.

2.6. The Bank directly charges commissions from the Client in accordance with the current Tariffs of the Bank for a transaction for the purchase or sale of currency.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The bank is obliged:

3.1.1. Provide services to the Client and carry out, on his behalf (in paper and electronic form), all transactions in foreign currency provided for by the current legislation and regulations of the Central Bank of the Republic of Uzbekistan;

3.1.2. Review the Sale and/or Purchase Application submitted by the Client within 2 (two) business days;

3.1.3. Credit funds in national currency or in foreign currency no later than the next business day from the date of the transaction for the sale and/or purchase of currency, subject to the availability of sufficient funds in the relevant accounts in national or foreign currency;

3.1.4. Ensure the safety of funds entrusted to him by the Client.

3.2. The client is obliged:

3.2.1. to Provide to the Bank all documents necessary for the sale and/or purchase of foreign currency in accordance with the terms of this Procedure;

3.2.2. To carry out transactions for the purchase and/or sale of foreign currency, reserve funds in the appropriate accounts;

3.2.3. to pay for the Bank's services for the purchase and/or sale of foreign currency in accordance with the Bank's Tariffs;

3.2.4. The Client hereby gives his unconditional and irrevocable consent to the Bank to withhold (write off) the Bank's commission fee without acceptance.

3.3. The bank has the right:

3.3.1. when identifying cases of violation of the payment procedure established by the current legislation of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, local documents of the Bank, as well as violation of the procedure for processing documents and timely provision of payment documents by the Client, the Bank takes measures to suspend the operation, that is, refuses to carry out payment that is contrary to the law and suspends its execution;

3.3.2. if necessary, require the Client to additionally provide any documents that will be established by the Bank as necessary to confirm the grounds for purchasing currency (intended use);

3.3.3. Postpone the execution of transactions for the purchase or sale of currency until their legality is clarified, if the grounds for their execution are in doubt.

3.4. The Client has the right to receive information from the Bank on document flow rules and other issues of currency regulation.

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

VI. RESPONSIBILITY OF THE PARTIES

4.1. For failure to fulfill or improper fulfillment of obligations by the Parties under the Agreement, a fine in the amount of 1.5% of the amount of the Agreement will be collected from the Party that violated the obligation under the Agreement.

4.2. Otherwise, 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.

V. FINAL TERMS

5.1. The Agreement comes into force from the moment the Client submits the Application and is valid until the parties fully fulfill their obligations.

5.3. Upon termination of the Contract, commissions paid to the Bank in accordance with the Bank's Tariffs are not refundable to the Client.

5.4. 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.

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

APPENDIX No. 1

TASHKENT, JSC BANK "KAPITALBANK"

(name of the authorized bank)

APPLICATION FOR PURCHASE OF FOREIGN CURRENCY

Name and TIN of the applicant:

Mailing address:

Phone no.: 998 fax 998

FULL NAME. and the position of the employee authorized to make decisions regarding the transaction:

Account in soums No.	20208000	JSCB "KapitalBank" branch MFO (Name of the bank) (Bank code)
Account in foreign currency No.	20208978	JSCB "KapitalBank" branch MFO (Name of the bank) (Bank code)
Special block account in foreign currency No.	22614978	JSCB "KapitalBank" branch MFO (Name of the bank) (Bank code)

Purpose of using the purchased foreign currency (underline as appropriate):

- a) for import of equipment
- b) for import of components
- c) for import of raw materials and materials
- d) for import of services
- e) for import of consumer goods
- f) to service foreign loans
- g) to make lease payments under leasing agreements
- h) for repatriation of profits, dividends and other income of a foreign investor
- i) for the repatriation of excess income over expenses of designated air carriers
- j) to pay travel expenses
- k) for the transfer of funds received from the sale of products at open electronic auctions of commodity exchanges
- m) other purposes (specify which):

We instruct on behalf of the Bank, but on our instructions and at our expense, to carry out an operation to purchase foreign currency on the following conditions:

Amount and name of the purchased currency	Purchase rate in sums set by the bank	Total purchase amount in sums at the exchange rate
4546,00EUR		

Contract number and date: _____
 (this column is filled in when purchasing foreign currency for the purposes specified in paragraphs a-j)

*The amount (in national currency - sum) at the rate specified in the Application in the amount of 0.00 (0 sum 0 t.) sum is reserved on account No. 22613000 (reserved client funds for conversion on the foreign exchange market)

In case of conclusion of a transaction, we instruct the Bank to write off from our sum account No. 22613000 the equivalent in sum of the purchased foreign currency at the purchase rate established by the bank.

The following documents are attached:

- 1 _____
- 2 _____

Head of the enterprise (organization)

(signature)

Chief Accountant

(signature)

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Incoming number and date of receipt of the application according to the journal of registration of applications in a commercial bank

(registration number and date of application)

(signature)

(Full name)

APPENDIX No. 2

TASHKENT, JSC BANK "KAPITALBANK"

(name of the authorized bank)

APPLICATION FOR SALE OF FOREIGN CURRENCY**Full name and TIN of the applicant:****Mailing address:****Phone number: 998 fax: NOT FOUND****Full name and the position of the employee authorized to resolve issues regarding the transaction:**

20208000	JSCB "KapitalBank" branch of MFO (name of bank) (bank code)
20208840	JSCB "KapitalBank" branch of MFO (name of bank) (bank code)
22614840	JSCB "KapitalBank" branch of MFO (name of bank) (bank code)

We instruct on behalf of the Bank, but on our instructions and at our expense, to carry out a transaction for the sale of foreign currency on the following conditions:

Sales rate in sums set by the bank	Total sale amount in sums

The following documents are attached:

EDS
(signature)
EDS
(signature)

Incoming number and date of receipt of the application according to the journal of registration of applications in a commercial bank