

APPENDIX No.6
**to the Agreement of the all-in-one banking for legal
persons and entrepreneurs in the “Kapitalbank”JSCB**

**SERVICE PROCEDURE
in the “Info Service”system**

I.ADDITIONAL TERMS AND DEFINITIONS:

1.1. The following terms and definitions are used for the purpose of this procedure:

Application is a signed in person and lodged document for registration in the “InfoService” system by Client;

Instruction is the document on work with the “Info Service” system which is an integral part of this Procedure (Appendix No. 1), as well as posted on information resources Kapitalbank»JSCB;

Procedure is this service procedure in the “InfoService” system. This Procedure is posted on the Website of the Bank;

SMS (short message service) is the short messages service, a text format message delivered by a mobile phone;

InfoService is Information Service System of the Clients, providing reference information on the financial activities of the Client in the Bank on Client's request or at the initiative of the Bank through such bearer channel as a mobile phone, e-mail, telephone and Fax, etc.;

SMSInfo is a part of “InfoService” system permitting the Client to get information on the status of the bank accounts and booked transactions on them on-line real time by mobile communication in SMS format;

E-MAILInfo is a part of “InfoService” system permitting the Client to get information on the status of the bank accounts and booked transactions on them on-line real time by e-mail of Internet to the appropriate email address.

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 bind for the Parties (enter into force) after carrying out all the necessary technical works on the integration of telecommunications of the Parties on the basis of a subject of the Client Applications, in accordance with which the Client entrusts, and the Bank undertake a commitments on connection and supporting the work of the Client in the "Info Service"system, with the purpose of organizing the exchange of information on Client's operations and providing the Client other reference information .

2.2. This Procedure, Agreement, Bank's Tariffs, as well as Application, are on an aggregate basis the concluded Contract on servicing in the “Info Service” (hereinafter “Contract”) between the Client and the Bank.

2.3. The Application submitted by the Client confirms that the Client has read and agreed with the Instruction.

III. PARTIES' OBLIGATIONS

3.1. The bank shall be obliged to:

3.1.1. within three days after the Application to connect the Client to the "Info Service" system in the amount and through the communication lines specified by the Client in the Application;

3.1.2. upon the Client's request within 12 (twelve) hours, as well as on the specific event occurrence and/or point of time specified in the Application, send him the necessary information about his activities in the Bank on the accounts by communication lines specified in the Application;

3.1.3. on its own initiative to perform mailing of announcements, warnings to Clients to specified in the Application phone number and / or e-mail addresses.

3.2. The client shall be obliged to:

3.2.1. observe the set technology and working order as well as safety measures in the "Info Service" system;

3.2.2. fulfill a work in the “Info Service” system in strict adherence to Instruction;

3.2.3. do not send SMS inquiries of incorrectly format, empty, and not commensurate with Instructions;

3.2.4. exert best efforts concerning assurance of security and prevent unauthorized access to mobile phone, e-mail box, Fax machine, and other devices and sources of information to which is performing the mailing of confidential information on the "Info Service» system;

3.2.5. when finding or threatened of unauthorized access to confidential information sent through the "Info Service" system, to contact immediately the Bank with a written request on interruption of work of the "Info Service» system;

3.2.6. On change of the registration information(phone number, e-mail address, etc.) to contact immediately the Bank with filled application for registration containing the necessary data for correcting the registration information;

3.2.7. ensure timely payment for services rendered by the Bank through the "Info Service" system according to the Bank's Tariffs.

3.3. Parties under duty of confidentiality and not to disseminate information without written permission of the other Party, unless otherwise provided by Law of the Republic of Uzbekistan.

3.4. Parties may have other obligations as provided by Law of the Republic of Uzbekistan and Agreement.

IV. PARTIES RIGHTS

4.1. The Bank has a right:

4.1.1. to send news and advertising information to Clients specified to the Application phone number and / or e-mail addresses on its own initiative ;

4.1.2. To suspend feasibility of using the "Info Service" system by the Client in case of non-compliance the conditions of the Contract, evolution of threat unauthorized access to confidential information sending by the system, rise of suspicions on the unauthorized use of system as well as during performance of the prophylactic work connected with supporting of the soft hardwares and communications tools;

4.1.3. to impose restrictions on queries per day to information sourcing by the Client, and to suspend the feasibility of using "Info Service" system by Client in the event of the discovery of attempts, too often usage of queries (more than 20 per day) and in the case of getting a large number of incorrect queries (more than two times in a row), which is one of the indicators of a possible unauthorized access to the system;

4.1.4. on a unilateral basis to terminate a contract in the following circumstances:

- upon seizure of funds being in the account or suspension of operations on the account in circumstances provided by the Law of the Republic of Uzbekistan;

- in the presence of the Card file-2 more than 30 days;

- in the non-implementation of activities within 30 days and the simultaneous lack of monetary funds in the deposit account;

- if suspicious (doubtful) transactions were conducted by the Client;

- if the Client is in debts to the Bank for payment for the service 1 (one) or more months;

- despite the warning of the Bank, continues to send requests for information of incorrect form;

- if the Client violates the Instruction, terms of the Agreement and this Procedure;

4.1.5. To fulfill the inquiry about the Client (upon application for registration/change of information on software package), to whom is represented the right to use the secret key of the "Info Service" system, for the location (postal address) or the address specified in the Agreement, as well for studying the process of the transaction directly by the person who is specified in the Agreement on rendering the "Info Service" system, when there is doubt about carrying out suspicious transactions using the "Info Service" system.

4.2. The Client has a right:

4.2.1. to fulfill the requests for information in accordance with the registration data and Instruction;

4.2.2. To get the necessary information in amount and in the form provided by the "Info Service" system;

4.2.3. To get information on technologies, rules, working order of the "Info Service" system and on changes related with work and possibilities of the "Info Service" system.

4.3. Parties may have other rights provided by the Law of the Republic of Uzbekistan and Agreement.

V. AMOUNT AND PROCEDURE OF FEE

5.1. Fee on the account servicing in the "Info Service" system is carried out according to the Bank's Tariffs.

5.2. On the first day of each month the Bank makes without notice order the debiting the account of Customers the commission for the service of servicing the accounts in the "Info Service" system by the memorial slip, for what the Client gives his irrevocable and indisputable right. However, the Parties make an arrangement that this paragraph of the Procedure is an additional agreement to the contracts on the basis of which the accounts were opened to the Client..

5.3. In case of absence or insufficient funds on the Client's account to cover the commission charge, the outstanding portion of the debt is placed in the card file № 2 of the Client by issuing a requiring payment, which is executed in accordance with the established procedure. The specified requiring payment is considered to be accepted by the Client without any additional confirmation.

VI. LIABILITY OF THE PARTIES

6.1. Parties are liable for non-fulfillment or improper fulfillment of their obligations upon the Contract in accordance with the current legislation of the Republic of Uzbekistan, Agreement and this Procedure.

6.2. The Bank is liable for prompt delivery of the information through the "Info Service" system in the relevant amount.

6.3. The Bank is not liable for losses incurred by the Client in the case of nonconforming use of the system and in the case of abuse by the Client of the Instruction on working with the "Info Service" system, as well as in the case of unauthorized access, use, loss, forgery, discredit of information delivered through the system.

6.4. The Bank is not liable for delays, distortions and / or impossibility to transfer the information through the system because of damage, prophylactic works of telephone and mobile communication line, services outage, the Internet and other circumstances beyond the control of the Bank, and directly related to the activities of operators and providers of the services of telephone, mobile, public networks, Internet and other communication channels used in the "Info Service" system.

6.5. The Client is liable for preservation of the source of information, to which is sending data casting by the "Info Service" system, as well as for protection from the access of the unauthorized persons to them. For losses incurred by the Client as a result of the use of sources of information by unauthorized persons, the Client takes full responsibility.

6.6. The Client is liable for correctness of queries formation in compliance with the Instruction.

VII. FINAL TERMS

7.1. This Contract shall come into effect after the Client lodges an Application and valid till the closing date of deposit account on demand.

7.2. The Bank has a right to terminate the Contract in one's sole discretion in the following circumstances:

- if the Client, despite the warning of the Bank, continues to send requests for information of incorrect form;
- if the Client violates the Instruction, terms of the Agreement or this Procedure;
- if the Client has a debt to the Bank for fee on servicing of the reception of pay orders by the "Info Service" system 1 (one) or more months;
- in the other cases provided by the Agreement.

7.2. The Contract may be terminated at the request of the Client at any time. In this case, the Client must give the Bank written notice of his intention to terminate the contract 7 banking days before the expected date of termination of the Contract, by condition of absence the debts.

7.3. Upon termination or rescission of the Contract, the Parties are obliged to give all the linked settlements on their obligations, if there are any.

7.4. Upon the rescission or termination of the Contract the payments on commission charge according to the Bank's Tariffs are not returned to the Client.

7.5. Disputes centred on the Contract are settled by the parties by way of negotiations around each other. In the case of impossibility of the settlement of disputes by way of negotiations, the disputes are settled in the order stipulated by the Agreement.

7.6. Relations between the Bank and the Client not provided by this Procedure is regulated by the current legislation of the Republic of Uzbekistan and the Agreement.

Annex No.1
to the Service procedure in the “Info Service”system

Instruction on working with the “Info Service”system

1. For obtaining the information on operations of the registered accounts it is necessary to submit a request in the form of SMS message to number +998903265555 to obtain the relevant reports.
2. Text format of the SNMS message is: X#Y#Z, where X,Y,Z numbers from 1 to 9.
 - 2.1. The number X defines a command or an action:
 - X=0 – request of the brief information on working with the system.
 - X=1 – request of the current balance
 - X=2 – request on obtaining information upon the debit turnover
 - X=3 – request on obtaining information upon the credit turnover
 - X=5 – request on obtaining report “Reference on functioning of account” to e-mail address.
 - 2.2. The number Y determines the sequence number of the account in the system. The sequence number of the account may be known from the request for getting balance on accounts. This parameter is optional. In the absence of this parameter, the information will be provided on the whole accounts registered with the system. X=1, X=2, X=3 used in the requests.
 - 2.3. The number Z determines the quantity of demand writings for obtaining information on the debit or credit transactions. This parameter is optional. In the absence of this parameter, the information of last 5 operations is sent in the default mode. X=2 и X=3 used in the requests
3. Usage sample of the “InfoService” request system

<i>SMS text</i>		
1	<i>Report:</i>	Balance.
	<i>Description:</i>	The numbered list of accounts with residuals for the time being is formed.
	<i>Example:</i>	1.20208000012345678001=41'386'829.06 2.20208000012345678002=1'000'000.00
1#1	<i>Report:</i>	Account stated.
	<i>Description:</i>	The account stated is formed. 2nd parameter is pointed out the number of account from the first request. in: opening balance dt: debit footing cd: credit footing out: residual for the time being is formed.
	<i>Example:</i>	Saldo: 20208000012345678001 in:41'486'829.06 dt:1'000'000.00 cd:2'000'000.00 out:42'486'829.06
2#1	<i>Report:</i>	Debit footing
	<i>Description:</i>	Debit turnover is formed. 2nd parameter is pointed out the number of account from the first request. In the default mode the list is limited of the last 5 debit transactions for the current operating day. If to add the 3rd parameter (e.g. 2#1#7),then the list will be limited by the specified number. Maximum possible value of the 3rd parameter= 9.
	<i>Example:</i>	20208000012345678001: D:Uzbekiston Kh=5'000'000.00 D:Ivanov I.I.=500'000.00 D:GNI Mirzo Ul=4'000'000.00 D:Firma Golore=818'000.00 D:Firma Trans=547'000.00
3#1	<i>Report:</i>	Credit footing
	<i>Description:</i>	Credit turnover is formed. 2nd parameter is pointed out the number of account from the first request. In the default mode the list is limited of the last 5 credit transactions for the current operating day. If to add the 3rd parameter (e.g. 2#1#7),then the list will be limited by the specified number. Maximum possible value of the 3rd parameter= 9.
	<i>Example:</i>	20208000012345678001: C:LUGER-LEBEM=1'071'206.00 C:ABC-EXPRESS=18'000'000.00 C:ABC-EXPRESS=22'019'000.00