

APPENDIX No.4

Comprehensive Banking Services Agreement for Legal Entities and Individual Entrepreneurs at the JSCB KAPITALBANK

SERVICE PROCEDURE In the «Mobile 24» System

I. ADDITIONAL TERMS AND DEFINITIONS:

1.1. Following terms and definitions are to be used for the purposes of this Service Procedure:

«**Mobile 24**» is a remote Banking Service System that enables the Client to make financial transactions on a deposit account through a mobile application pre-installed on a mobile device (Mobile Phone, Smartphone, Tablet, etc.). In this case the Client has the opportunity to make financial transactions on a deposit account without the participation of an authorized employee of the Bank;

An application for Registration or Change of the information within the Mobile24 System (Application). It is a document signed in electronic form or on paper, on the basis of which the Client is granted access to the operation within the Mobile24 System;

Bank Transfer Order is a Settlement Document providing for the Client's order to the Bank to transfer the amount specified in the order from his account to the account of the recipient of funds;

Order is the current Service Procedure in the "Mobile 24" System. This Procedure is posted on the Bank's Website;

Verification Word is a special one-time used word that is communicated by the Client and is known only to him personally. It is to be reported by the Client to the Bank in order to block operations and enter the Mobile 24 System. The Verification Word is not subject to dispute.

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 binding (takes effect) for both of Parties on the basis of the Client's application for registration in the Mobile 24 System, signed and submitted by the Client, according to which the Client commits, and the Bank assumes obligations to service the Client's accounts electronically using the "Mobile 24" System in accordance with the Rules for the organization of Payment Systems using Public Telecommunication Networks registered by the Ministry of Justice of the Republic of Uzbekistan No. 1767 of 13/02/2008.

2.2. This Procedure, Agreement, Bank Tariffs, as well as the Application, in aggregate are the Agreement between the Client and the Bank for servicing the Mobile 24 System (hereinafter referred to as the "Agreement").

2.3. When making settlements using the "Mobile 24" System, only a Payment Order can be transmitted by the Client as an electronic settlement document. The settlement service of the Client's deposit account using other types of settlement documents for which the usual procedure applies (with the provision of genuine copies of paper documents to the Bank) is carried out by the Bank on the basis of the Bank Account Agreement in National Currency.

2.4. As a single Time Scale when working with the System is Tashkent Standard Time. The control time is the System Clock Time of the hardware of the Central Bank of the Republic of Uzbekistan.

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

III. OBLIGATIONS OF THE PARTIES CONCERNED

3.1. The Bank is obliged:

3.1.1. To accept all Payment Orders for execution all encryption and decryption requirements, as well as certified digital signatures and transmitted by the Client via Money Transfer Channels, and to execute the transmission of the Payment Orders from one account belonging to Client to another, and to the accounts of other

persons. Payment of the Client's electronic Payment Orders is to be carried out within the funds available on the Client account;

3.1.2. To provide access to the mobile application necessary for transmitting and receiving information on the Mobile 24 System. To access to the Client's personal account via the mobile application is to be carried out on the basis of the Application for registration / change of information in the "Mobile 24" System signed by the Parties and exclusively to the person who has been granted the right to first or second signature on bank documents in accordance with the card, with sample signatures, and stamped seals;

3.1.3. To make payments within the time period specified by this Procedure upon receipt of Payment Orders from the Client that meet the established requirements. If they do not comply with the established requirements or if they are rejected by the State Central Bank of the Republic of Uzbekistan or if there is no amount of funds necessary to carry out the document on the account, the Bank will notify the Customer through communication channels of non-execution of received orders. At the same time, the bank is not responsible for non-fulfillment of the Client's Payment Orders;

3.1.4. To receive payment documents from the Client via communication channels daily, except for weekends and holidays (non-working) days;

3.1.5. To carry out the necessary operations on the Client's account upon receipt of payments or confirmations from the State Central Bank of the Republic of Uzbekistan for initial payments (made from the Client);

3.1.6. To send to the Client – at the Client's request transmitted by the Mobile 24 System – electronically information on outgoing (from the Client's account) and incoming (to the Client's account) payments made during the day. Also, a separate menu item generates extracts from the personal account of the Client with applications for the period;

3.1.7. To provide technical and programmatic support to the Client regarding the use of the Mobile 24 Mobile Application and other issues directly related to its settlement services through the Bank's technical support telephone numbers (99871) 1409144, (99871) 1409155, through the Question / Answer section of the "Mobile 24" Mobile Application, as well as e-mail of technical support of the Bank: mobile24@kapitalbank.uz ;

3.1.8. To ensure the safety of the funds entrusted to the Bank. Upon receipt of an official written message from the Client about the loss of a Mobile Device or unauthorized access by unauthorized persons, the Bank is obliged to suspend operations on payment orders, as well as to inform the officials of the Client about such documents.

3.2. The Client is obliged:

3.2.1. To comply with the rules of the organization of Payment Systems using public telecommunication networks registered by the Ministry of Justice of the Republic of Uzbekistan dated February 13, 2008 No. 1767, the Regulation on non-cash payments in the Republic of Uzbekistan registered by the Ministry of Justice of the Republic of Uzbekistan dated March 11, 2014 No. 2465 , and other legislative acts of the Republic of Uzbekistan, as well as the terms of the Agreement and this Procedure;

3.2.2. To comply with the technology of work established in the System, the Procedure for entering, transmitting Payment Documents and the Security Mode. To comply with the requirements for information security during settlements using the "Mobile 24" System;

3.2.3. To use a working Mobile Device that supports the Android Operating System (at least Version 2.1) and / or iOS (at least Version 5.0.) and is connected to the Mobile Internet Service of a mobile operator or other wireless Internet connections;

3.2.4. To pay timely for the services provided by the Bank in accordance with the Bank's Tariffs;

3.2.5. To use properly the Authorization Data (Login / Password) received from JSCB Kapitalbank, and also not to transfer the Authorization data and Secret Key for use to third parties;

3.2.6. Not to transfer to third parties for use or to correct the received Mobile 24 Application, not to provide access to the operation of the Mobile 24 System to any persons other than the Client's employees who have access to this software in accordance with their official duties fixed by the relevant order and specified in Appendix No. 1 to this Procedure;

3.2.7. To write off the account, if necessary, when making Payment Orders through the Mobile 24 System, as well as to send additional information and documents about the operation at the request of the Bank;

3.2.8. To have in mind that the Head and Chief Accountant of the Client are directly responsible for familiarization with the above Rules and their observance by the Client's employees who have access to this software, as well as for compliance with regulatory documents governing these relations of the Parties;

3.2.9. To provide documents in case of detection of suspicious transactions carried out by the Client using the Mobile24 System or to provide a written explanation of the legality of the operations performed at the Client's location (mailing address) or the address specified in this Agreement;

3.2.10. To use the Mobile 24 System in person; it is not allowed to transfer the rights to a third party under this Agreement. All transactions performed through the Mobile 24 System must be performed by the Client personally and the Client is solely responsible for any actions and operations performed through Mobile 24 System;

3.2.13. To exclude the possibility of using the "Mobile 24" System by other persons, and if there are reasons to believe that the "Mobile 24" System may be used in bad faith by other persons, immediately to inform the Bank of the Verification Word and to block the "Mobile 24" System. Prior to the Verification Message, the Client is responsible for all actions performed using the "Mobile 24" System.

3.3. The parties are required to maintain confidentiality and not disseminate information without the written consent of the other party, except as 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 this Agreement.

IV. RIGHTS OF THE PARTIES

4.1. The Bank is entitled:

4.1.1. To deprive the Client of the right of authorized access to the "Mobile 24" System in case the Client violates the rules for operating the system and protecting information and / or the Client violates the Regulation on cashless payments in the Republic of Uzbekistan, registered by the Ministry of Justice of the Republic of Uzbekistan dated March 11, 2014 No. 2465, and others legislative acts of the Republic of Uzbekistan, as well as the terms of the Agreement and this Procedure;

4.1.2. To restrict or suspend access to the "Mobile 24" System to the Client during maintenance work related to the support of software and hardware and communications, when the Client conducts questionable operations related to violation of the legislation of the Republic of Uzbekistan, as well as in case of non-payment, delay in payment of a monthly fee, established in the Bank's Tariffs for using the "Mobile 24" System;

4.1.4. To disconnect the Client from the "Mobile 24" System if the Client has changed the person who signed the Application for registration in the "Mobile 24" System before re-signing the Application for registering a new person who has been granted the right to first or second signature on bank documents in accordance with the signature sample card and print of the seal;

4.1.5. To terminate unilaterally the Agreement (to refuse in fully execute of it) on the same day and / or temporarily suspend the Mobile 24 Service in case of detection of suspicious (doubtful) operations performed by the Client using the Mobile 24 System, until the Client has confirmed in writing the legality of the transactions;

4.1.6. To suspend unilaterally and for an indefinite period of time the presenting of the "Mobile 24" System to the Client, who was using suspicious or doubtful operations;

4.1.7. To terminate unilaterally the Agreement (to refuse in fully execute of it) on the same day if there are reasonable suspicions of using such services in order to legalize the proceeds of crime and terrorist financing, as well as in case of freezing and / or suspension of operations with cash or other property (with the exception of cash crediting operations) by the Bank in cases where, in accordance with applicable law, persons are included in the List;

4.1.8. To control the Client using the "Mobile 24" System in case of suspicious (doubtful) operations at his location (mailing address) or the address specified in the Agreement, as well as to check the design of Settlement Documents, their Certification by the signature of authorized persons (Manager, Chief Accountant), transfers according to these documents only after confirmation of the EDS by a person directly entitled to the EDS, storage of these documents;

4.1.9. To disconnect unilaterally the Client from the IBK system in the following cases:

- upon arrest of funds in the Account or suspension of operations on the Account in cases provided for by the legislation of the Republic of Uzbekistan;

- in the presence of Card File No. 2 over 30 days;

- in case of failure to carry out activities within 1 (one) month and a simultaneous lack of funds in the demand deposit account;

- if the Customer is in arrears to the Bank for payment of services for 1 (one) or more months;

- freezing and / or suspension of operations with cash or other property (with the exception of transactions for crediting funds) by the Bank in cases where, in accordance with applicable law, persons are included in the List;

4.1.10. To terminate unilaterally the Agreement (to terminate it completely) in the following cases:

- if the Client carried out suspicious (doubtful) operations;

- freezing and / or suspension of operations with cash or other property (with the exception of transactions for crediting funds) by the Bank;

4.1.11. To refuse to accept a transaction on a Bank Account, as well as unilaterally to terminate this Agreement (to refuse in fully execute of it) if the Payment Order has been signed with an analogue of a handwritten signature.

4.2. The Client is entitled:

4.2.1. To independently manage the funds in his accounts, unless otherwise provided by applicable law and this Agreement;

4.2.2. To instruct the Bank to transfer funds from his account;

4.2.3. To receive information about operations performed on the Account;

4.2.4. To receive information from the Bank about the Rules of the Mobile 24 System and about changes to these Rules.

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

V. TERMS AND PROCEDURES OF PAYMENT

5.1. All payments for services in operating of Payment Orders via the Mobile 24 System are to be made according to the Bank's Tariffs.

5.2. Debiting of monetary resources from the Client's Account for payment of service in operating with Payment Orders via the Mobile 24 System is to be carried out monthly on the 1st day of the current month in an uncontrolled manner on the basis of Article 783 of the Civil Code of the Republic of Uzbekistan. At the same time, it happens regardless of the activity of the Client's Account. And the Client gives his irrevocable and undeniable right to it. At the same time, the Parties agreed that this clause of the Procedure is an Additional Agreement to the Bank Account Agreement in National Currency.

5.3. In the absence or insufficiency of funds on the Client's Account to cover the debt for services rendered by the Bank, the outstanding part of the debt is placed in the Client's File Card No. 2 by submitting a payment request, which is executed in the prescribed manner. The specified payment request is considered accepted by the Client, without any additional confirmation.

VI. LIABILITY OF THE PARTIES

6.1. The parties are responsible for non-performance or improper performance of their obligations under the Agreement in accordance with the current legislation of the Republic of Uzbekistan, and in accordance with the Agreement and this Procedure.

6.2. The Bank is responsible for the correct information reflection of operations on the Client's Account and the timely transfer of this information through the Electronic Payment System. The Client's Orders received and decrypted at the Bank are binding for the Bank, with the exception of the cases listed in clause 3.1.3 of this Agreement, as well as Payment Orders sent later than the deadline. In case of violation by the Bank of the terms for making electronic payments established by law, the Bank is obliged to pay to the Client a penalty in the amount of 0.1% of the amount of late electronic payment for each day of delay, but not more than 10% of the amount of late electronic payment.

6.3. The Bank is not liable for losses incurred by the Client in the event of failure by the Client to fulfill obligations, as well as in case of unauthorized use, loss, compromise, forgery of the Client's Secret Key.

6.4. The Client is responsible for the legality of the operations performed on the Deposit Account through the Mobile 24 System.

6.5. The Client is responsible for the security of the Secret Key and its protection against access to it by any unauthorized persons. The Secret Key is legally binding. For losses of the Secret Key incurred by the Client as a result of unauthorized use of the Secret Key, the Client bears all responsibility.

6.6. The Client is responsible for the correctness of the formation of Electronic Settlement Documents, encryption and their transfer to the Bank via communication channels. The Bank shall not be liable for damage incurred by the Client as a result of improper generation of Electronic Settlement Documents and their encryption during transmission to the Bank via communication channels.

VII. FINAL CONDITIONS

7.1. This Agreement shall enter into force from the moment the Client submits the Application and is valid until the date of closing the Deposit Account on demand of the Client.

7.2. This Agreement may be terminated at the request of the Client at any time. In this case, the Client must notify the Bank of his intention to terminate the Agreement 7 (seven) banking days before the expected date of termination.

7.3. The Bank is entitled to terminate unilaterally the Agreement (to refuse from execution of the Agreement) in cases stipulated in the Agreement and this Procedure.

7.4. A notice of an unilateral termination of the Service Agreement for the Mobile 24 System is to be sent by the Bank to the Client on paper. The Contract is considered to be terminated after 5 (five) business days from the date of notification to the Client. The date of sending the notification to the Client shall be considered the date of delivery of the envelope with notification to the courier of the Republican Special Communication Center and / or delivery of the letter on purpose to the Client and / or sending the letter by post.

7.5. In case of termination of the Agreement, Commission Payments according to the Bank Tariffs are not to be returned to the Client.

7.6. Disputes related to this Agreement are to be resolved by the parties through negotiations among themselves. If it is impossible to resolve disputes through negotiations, disputes shall be resolved in the manner specified by the Agreement.

7.7. 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 by the Agreement.

Annex No.1
The Mobile 24 System Service Procedure

Application № _____

For Registration in the Mobile 24 System

At JSCB Kapitalbank, MFO _____

Applicant _____, Client's Code _____

№	Full Name of the Client	Passport Series / Number * Phone Number	Login / Secret Word **	Pocket
1	_____	_____/_____	_____	<input type="checkbox"/> Pocket «Premium»
	_____	+998 _____	_____	<input type="checkbox"/> Pocket «Standard» SWIFT <input type="checkbox"/> Input <input type="checkbox"/> 1 – Signature <input type="checkbox"/> 2 – Signature

*A Passport Copy is to be presented ** For further Identification the **Secret Word** has to be indicated

☐

Please, consider all previous statements invalid.

If the box is not checked, then the data supplements of the previous statements and the subscription fees are to be summarized.

Herewith I do confirm that this number is registered on: (the full name) _____

Registration Officer _____ Full Name _____ Date _____/_____/_____
(Signature) (Signature)

BANK

CLIENT

(Signature, Name) Stamp Here

(Signature, Name) Stamp Here
