

Remote banking service agreement

This Remote Banking Service Agreement (hereinafter referred to as the RBS Agreement) is an Affiliation Agreement and contains the Bank's offer (the "Offer"), as well as includes the terms and conditions of provision by JSC "Octobank", hereinafter referred to as the "Bank", to Clients of banking services mentioned in the RBS Agreement after conclusion of the RBS Agreement and Contract.

The Bank's offer is addressed to legal entities and individual entrepreneurs without forming a legal entity, passed state registration in the territory of the Republic of Uzbekistan and residents of the Republic of Uzbekistan (hereinafter referred to as the Applicants). At the same time, of this number of Applicants, the Bank's service for opening a bank account through the Applicant's use of remote service systems (Remote method), along with turnout method, is available exclusively to residents – legal entities and individual entrepreneurs, whose founders are residents of the Republic of Uzbekistan (*). For the rest of the Applicants, the bank account opening service is available exclusively by turnout method ().**

The Offer contains the Bank's offer to provide banking services for opening and maintaining bank accounts, making settlements using the remote service information system, on terms and in accordance with the procedure provided for in the Rules for Opening and Maintaining a corporate Client's bank Account (Appendix No. 2 to the RBS Agreement), as well as the General Terms of Remote Service (Appendix No. 3 to the RBS Agreement).

Terms, rules and procedure for provision of Internet acquiring services set out in Appendices No. 4 to the RBS Agreement are not an offer of the Bank. This means that in order to obtain a loan (financing), Internet acquiring services or other banking services (products) requiring the Bank's acceptance, the Applicant must conclude separate Agreements with the Bank in accordance with the procedure and on terms provided for in paragraph 1 of the RBS Agreement and its corresponding Appendix defining the conditions for obtaining Bank's acceptance in order to enter into contractual relationship regarding the selected service.

The RBS Agreement has been developed in accordance with provisions of articles No. 107, No. 360, No. 365, No. 366, No. 367, No. 370, No. 375 of the Civil Code of the Republic of Uzbekistan, the Instruction on procedure for opening, maintaining and closing bank accounts (registered by the Ministry of Justice on 08.02.2023 No. 3420) and other regulatory legal acts used in banking sphere.

The Bank provides an Applicant with access to Basic Package if the Applicant accepts the terms of the RBS Agreement and its Appendices No. 2, No. 3, by attaching and expressing the Applicant's consent (acceptance of a Client) to this offer (the Bank's Offer). Access to Additional Package is provided by the Bank if the Applicant adheres to terms of Appendix No. 4 and the Bank expresses its consent (acceptance by the Bank) to the Applicant/Client's offer (Client's offer).

Joining the Applicant/ Client and making the Client's acceptance means the conclusion of the RBS Agreement and the Contract.

§ 1. GENERAL PROVISIONS, PROCEDURE FOR CONCLUDING COMPREHENSIVE BANKING SERVICES AGREEMENT AND CONTRACTS

1. The structure of the RBS Agreement and general provisions.

1.1. The RBS Agreement includes the following components:

- This Offer, which contains main provisions of the Agreement;
- Appendix No. 1 – Application Form for opening an account, joining and receiving other services;
- Appendix No. 2 - Rules for opening and maintaining a corporate client's bank account;
- Appendix No. 3 - General terms of remote service;
- Appendix No. 4 – Rules for provision of Internet Acquiring Services by JSC “Octobank”;
- Appendix No. 5 - Tariffs

1.2. The Appendices become an integral and integral part of the RBS Agreement within the framework of the Basic Package at the time of Applicant's accession to the RBS Agreement and the Client's Acceptance.

Appendix No. 4 becomes a composite and integral part of the RBS Agreement if the Client chooses an additional banking product in form of an online acquiring service and the Bank accepts it, which means the conclusion of the Agreement.

2. Procedure for concluding the RBS Agreement and Contracts.

2.1. Conclusion of the RBS Agreement with its appendices within the framework of the Basic Package is carried out by an Applicant as a whole, without exceptions and reservations, by joining the RBS Agreement and corresponding Appendix of the Basic Package after the Client's Acceptance.

2.2. In order for Client to receive the Internet acquiring service as part of an Additional Package, the Client must sign an Agreement with the Bank Remotely. Such Agreement is concluded by the Client joining the terms of Rules for Provision of Internet Acquiring Services (Appendix No. 4) and making the Bank's Acceptance.

Client's access to other banking services not provided for in this Offer is carried out in an Explicit manner, by concluding a Comprehensive Banking Service Agreement (CBS Agreement). In case of conclusion (signing) by the Client of the CBS Agreement in an Explicit manner after conclusion of RBS Agreement, terms of the CBS Agreement supplement the terms and conditions of the RBS Agreement, and this circumstance does not mean the termination of the RBS Agreement.

2.3. The Applicant (Client) joins the RBS Agreement as part of a Basic Package, as well as the Client's Acceptance for Applicants whose founders are residents of the Republic of Uzbekistan, occurs Remotely after successful identification and proper verification by filling out and forming an Application by an Authorized Person (Appendix No. 1 to the RBS Agreement) in electronic form on Bank's website, confirmed by EDS of PSC;

2.4. The Client's accession to the Rules for Provision of Internet Acquiring Services (Appendix No. 4) related to Additional Package and conclusion of the Agreement is carried out on basis of a duly completed Application (Appendix No. 1) generated electronically on the Bank's Website and confirmed by EDS of PSC. At the same time, the Agreement is considered concluded after the Bank has carried out, if necessary, proper verification and

acceptance of the Bank. The Bank informs the Authorized Person of the Applicant about conclusion of the Agreement through an Agreed communication Channel.

2.5. An Agreement within the framework of Additional Package is concluded both at the time of initial application to the Bank and conclusion of the RBS Agreement on basis of an Application (Appendix No. 1) containing the will of Authorized Person (Client's Representative) to receive the Additional Package, and after conclusion of the RBS Agreement at any stage of Client service upon Request sent/transmitted to the Bank in accordance with the procedure stipulated in clauses 2.4. and 2.5. of the CBS Agreement.

2.6. It is not allowed to provide an Additional Package without receiving a Base Package preceding it.

2.7. Acceptance means unconditional acceptance of terms of an Offer without any exceptions or restrictions.

2.8. By joining the RBS Agreement and its Appendix No. 4(s), Client declares that the provisions of the RBS Agreement and its Appendix No. 4(s) do not infringe on his legal rights and authorizes the Bank to collect and process, including processing by third parties, personal data of an Authorized Person, a Representative of the Client and Client's employees.

3. Requirements for methods of interaction between parties.

3.1. In order to enter into contractual relations, the Parties – the Bank and the Applicant - interact with each other Remotely and/or in person in accordance with the procedure provided for in clauses 2.3. and 2.4. of the RBS Agreement.

3.2. After conclusion of the RBS Agreement and entering into a relationship, further interaction between the Parties may be carried out in an open manner and remotely in accordance with the procedure provided for in General Terms of Remote Service (Appendix No. 3).

3.3. A prerequisite for the Client to receive cash settlement services in person on basis of paper payment documents is availability of a duly issued card with samples of signature and seal impression (if available) on paper.

3.4. A prerequisite for remote method of interaction, which involves sending electronic payment documents (EPD) to the Bank, is that the Client has an EDS and the EDS of PSC.

3.5. The use of identification tools by an Authorized Person or a Representative of the Client confirms the validity, reliability and completeness of the information and documents provided by the Client.

4. Definitions and terms:

The terms used in this Agreement have the following meanings:

Client Acceptance is a set of Client actions expressed in signing of an Application by an Authorized Person (Appendix No. 1 to the RBS Agreement) EDS of PSC and Transfer of this Application to the Bank;

Bank Acceptance is the Bank's action stipulated by the RBS Agreement or its Appendices, expressed in opening an Account for the Client and connecting the Epos terminal and/or sending a letter to the Client;

Bank's Offer is a real Offer, upon fulfillment of terms of which, it acquires the force of the RBS Agreement and contains essential conditions and an offer to Applicants to become Clients of the Bank;

Client's Offer is a Client's request to the Bank, set out in part in an Application for opening an account, joining and receiving other services, or an Application for changing the composition of services with the Client's proposal to conclude an Agreement to receive an Additional Package;

Basic package is a set of Bank services: (a) for opening a bank account(s); (b) making payments on it(s); (c) including using a remote service information system, terms and procedure for which are provided for in the Rules for Opening and Maintaining a corporate Client's bank Account (Appendix no. 2 to the RBS Agreement) and the General Terms and Conditions of Remote Service (Appendix No. 3 to the RBS Agreement);

Additional package is one or more banking products that are not part of the Basic Package, each of which is an independent banking service;

Remote method is one of the ways of interaction between the Bank and the Applicant (Client) through the use of remote service information systems on Internet through the Bank's Website;

Turnout method is one of the ways of interaction between the Bank and the Applicant (Client), which presupposes the physical presence of an Authorized Person of the Applicant (Client) at the location of an employee of the Bank or an employee of his Agent or at the place where banking services are provided;

Application - Applications for opening an account, joining and receiving other services (Appendix No. 1)

Applicant is a legal entity and/or an individual entrepreneur without formation of a legal entity that has passed state registration in the territory of the Republic of Uzbekistan and is a resident of the Republic of Uzbekistan;

Client (corporate client) – an Applicant who has concluded an RBS Agreement with the Bank;

Card is a document of the Bank in form of a Card with signature samples, formed on paper by an Explicit method or Remotely in form of an Electronic Card with a sample of an electronic digital signature;

Authorized person is an individual acting on behalf of the Client on basis of constituent documents, an order and a power of attorney, authorized to conclude an RBS Agreement, certify with the first and second signatures;

Transfer – the following events are recognized as the transfer of the Application to the Bank (Appendix No. 1):

- the moment when the Authorized Person clicks the virtual "Submit application" button posted on the window of the bank's Website, which is displayed after the Application is formed in electronic form and proper verification is performed.

Client's Representative is an individual authorized by a power of attorney to open temporary savings accounts in the Bank or receive bank documents intended for the Client, as well as the Client's founders.

List is a list of persons involved or suspected of participating in terrorist activities or proliferation of weapons of mass destruction, formed by a specially authorized state body on basis of information provided by state bodies engaged in combating terrorism, proliferation of weapons of mass destruction, and other competent authorities of the Republic of Uzbekistan, as well as information received through official channels from competent authorities of foreign states and international organizations and included in international sanctions lists;

Bank agent is an organization that carries out activities on a contractual basis to provide some banking services on an outsourcing basis;

Account – an account opened by the Bank to the Client in accordance with the Rules for Opening and Servicing a corporate client's bank Account and the RBS Agreement, according to which the Bank undertakes to accept and credit funds received into the Account, execute the Client's orders to transfer and withdraw the appropriate funds from the account and conduct other operations on the account. Accounts include: primary and secondary demand deposit accounts in national and foreign currencies, loan accounts, savings, transit accounts, and term accounts;

Agreement is an agreement on provision of Internet acquiring services that has entered into force as an additional agreement to the RBS Agreement as part of an Additional Package.

Agreed communication channel is the method of receiving letters or messages specified by the Client and chosen by the Bank;

Payment documents are documents drawn up in form required by the banking regulations and containing instructions to the Bank to conduct a settlement operation on the Account.

Tariffs are amounts and rates of the Bank's commission fee agreed by the Parties for services rendered, according to Appendix No. 5.

Due diligence is verification of identity and authority of an Authorized Person or Representative of the Client (identification), identification of beneficial owner of the Client, as well as conducting an ongoing study of business relationships and transactions carried out by the Client in order to verify their compliance with information about such a client and his activities;

Identification is the Bank's system passwords, logins, EDS keys, SMS confirmation codes, PIN codes, etc. provided by the Bank;

System is a software and hardware complex of the Bank used by the Client using Identification Tools in accordance with the General Terms of Remote Service (Appendix No. 3) to gain access to the Bank's services and use them for purpose of banking transactions, document management, information;

Appendix – Appendices specified in Section 1 of the RBS Agreement No.1, No.2, No.3, No.4, No.5.

Bank's website is an official, corporate website of the Bank: <https://octobank.uz/>;

Instructions are the Bank's Rules approved by the Bank and posted on the Bank's Website on countering the legalization of proceeds from criminal activities, financing terrorism and proliferation of weapons of mass destruction of the Bank;

EDS of PSC is an electronic digital signature issued by Public Services Center;

EDS is an electronic digital signature issued by the Bank.

The terms and definitions given in this section are used in this RBS Agreement and its Appendices.

§ 2. TERMS OF THE RBS AGREEMENT

1. Subject of the agreement

1.1. The subject of the RBS Agreement is provision by the Bank of following services for Client's fee, according to Tariffs, in accordance with the procedure and on terms stipulated in following documents:

- Within the framework of the Rules for Opening and Servicing a corporate client's bank account (Appendix No. 2):

- opening an Account(s) for the Client;

- provision of cash settlement services and other operations on the Account;

- Within the framework of the General Terms of Remote Service (Appendix No. 3):

- exchange of documents in electronic form between the Bank and the Client;

- implementation of banking operations;

- Within the framework of the Rules for Provision of Internet Acquiring Services in JSC “Octobank” (Appendix No. 4):

- services for processing and accepting Payments from Payers made during an online sale of goods (services, works) as part of the Client's e-commerce;

1.2. This Agreement does not regulate relations with the Client related to banking services for: purchase and sale, accounting, storage and management of securities; lending, factoring, issuing guarantees; deposit placement; underwriting; leasing of special premises or steel safes (bank cells) located in them for storing documents and other valuables; opening and maintaining correspondent accounts, Bank accounts opened with credit institutions, as well as providing other banking services by the Bank.

2. Obligations of the parties

2.1. The Bank is obliged to:

2.1.1. Provide settlement and cash services to the Client and Accounts in accordance with the procedure and on terms stipulated by the Rules for Opening and Servicing a corporate Client's bank Account (Appendix No. 2);

2.1.2. Carry out currency transactions in accordance with the procedure and on terms stipulated by the Rules for Opening and Servicing a corporate Client's bank Account (Appendix No. 2);

2.1.3. To provide services in accordance with the procedure and on terms stipulated by the General Terms and Conditions, which are annexes to the RBS Agreement;

2.1.4. Apply due diligence measures (Due Diligence) in relation to the Client, beneficial owners of the Client and operations, as well as compliance control procedures for transactions with counterparties in cases stipulated by the Internal Control Rules for Countering the Legalization of Proceeds from Criminal Activities, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction (registered by Ministry of Justice with No. 2886) and Instructions.

2.2. The Client is obliged to:

2.2.1. Not to carry out illegal transactions, perform duties and comply with requirements and conditions stipulated by the Rules for Opening and Servicing a Corporate client's Bank Account (Appendix No. 2), other Appendices and comply with requirements of the Instructions.

2.2.2. Promptly and in full pay the Bank's remuneration for services provided in accordance with applicable Tariffs.

2.2.3. Not to hinder the Bank in carrying out due diligence measures and to provide, at the request of the Bank, information and documents related to transactions and relations with counterparties in implementation of legislation on countering the legalization of proceeds from criminal activities and financing of terrorism and proliferation of weapons of mass destruction;

2.2.4. Provide the Bank with up-to-date and reliable information and documents;

2.2.5. Monitor the legality of transactions on the Account, monitor the accuracy and relevance of information contained in documents of Authorized Persons or Representatives of the Client provided on behalf of the Client, and monitor the scope of authority provided on behalf of the Client.

2.2.6. Immediately notify the Bank of cases of compromise of Identification Tools, their loss, theft, or unauthorized use by the System, Device, or Means of Identification;

3. Rights of the parties

3.1. The Bank has the right to:

3.1.1. Perform Due diligence and compliance control in accordance with the procedure provided for in the Appendices.

3.1.2. To debit from the Client's Account, as well as other bank accounts opened with other banks, without additional instruction or consent of the Client, the amounts due to the Bank: remuneration, interest, penalties (fines and penalties), court costs, as well as other amounts owed or reimbursements.

3.1.3. Unilaterally amend the provisions of the RBS Agreement and Appendices 10 (ten) calendar days prior to the entry into force of amendments in one or a combination of following ways: posting information at client service locations; publishing on the Bank's Website; in any other way established by the Bank. These amendments shall enter into force 10 (ten) calendar days after publication on the Bank's Website, information stands of the Bank or in any other way determined by the Bank.

3.1.4. Use the Client's available funds as the Bank's resources, ensuring their availability upon presentation of requirements to the Account and the Client's right to freely dispose of these funds within the limits of amounts in the Account.;

3.1.5. Require the Client to comply with rules, general terms and other Appendices and apply sanctions provided for by law and Instructions in form of refusal or suspension of transaction against the Client in case of non-compliance;

3.1.6. At the discretion of the Bank, terminate this RBS Agreement in court or on basis of a pre-submitted application from the Client (clause 11.3.)

3.1.7. Send notifications to one of the communication channels, addresses, and phone numbers specified by the Client.

3.2. Within the framework of this Agreement, the Client has the right to:

3.2.1. Independently manage funds on the Account within the framework of current legislation of the Republic of Uzbekistan and terms of this Agreement;

3.2.2. Receive information and statements regarding the Account and transactions performed;

3.2.3. To receive consultations and information from the Bank's employees on current banking legislation of the Republic of Uzbekistan.

4. Bank secrecy and guarantees

4.1. In accordance with the Laws of the Republic of Uzbekistan "On Banking Secrecy" and "On Personal Data", the Bank guarantees protection of information constituting banking secrecy and personal data provided by the Client.

4.2. Information constituting a banking secret may be provided by the Bank to the Client or its Authorized Person, Client's Representative.

4.3. The Bank guarantees the availability of funds in an Account upon presentation of claims to the account, and the Client's right to freely dispose of these funds within the limits of amounts in the account under the terms of the RBS Agreement.

5. Bank's remuneration and payment procedure

5.1. For banking services provided under this Agreement, the Client pays remuneration in amounts and at the rates set by applicable Tariffs.

5.2. The amount of interest paid by the Bank on Client's term deposits is determined by provisions of a separately concluded Agreement, on terms of relevant Appendix.

5.3. Amount of interest paid by the Client for provision of credit (financial) services by the Bank, use of credit instruments, is determined by terms posted on the Bank's Website in passports of credit products or by agreement of the parties.

5.4. Amount of Bank's remuneration is debited from the Account in an undisputed manner (without acceptance) on basis of a memorial order or payment request. Remuneration is debited no later than the day the banking service is provided or no later than the last banking day of calendar month.

5.5. Remuneration for making payments using the System is not charged in one of the following cases:

a) the absence of payments on the Account during the current (paid) month, except for payments made to pay for Bank's remuneration;

b) the appointment of liquidation proceedings in framework of compulsory liquidation or commencement of insolvency proceedings of the Client;

c) performing operations from the secondary Account during the paid month only to transfer funds to the main account to pay off debt on File Number 2.

5.6. If there are no or insufficient funds in the Account to cover the debt owed to the Bank, the outstanding part of the debt is placed in Client's Card File No. 2 by issuing a payment request, which is executed in accordance with procedure established by the RBS Agreement and legislation.

6. Liability of the parties

6.1. In case of non-fulfillment or improper fulfillment by one of the Parties of assumed obligations under this Agreement, the guilty Party compensates the other Party for damage caused, and also bears responsibility in accordance with procedure provided for by the Civil Code of the Republic of Uzbekistan, other legislative acts and this Agreement.

6.2. The Bank is not responsible for calculating and withholding penalties payable to Client's creditors for non-fulfillment or improper fulfillment by the latter of its contractual obligations within the framework of Client's relations with third parties.

6.3. Within the framework of this RBS Agreement, the Client is responsible for:

6.3.1. For legality of transactions performed on the Account;

6.3.2. For accuracy and validity of the information in documents provided to the Bank for opening an Account and performing operations on it. If damage is caused to the Bank due to unreliability of the documents submitted by the Client, such damage is subject to full compensation by the Client;

6.4. For failure to submit to the Bank, within two (2) business days after receiving the Account statement, a corresponding payment order for refund of funds that were mistakenly (incorrectly) credited to the Account. In these cases, the Client pays a fine to the Bank in amount of 0.05% of the mistakenly received amount for each overdue day, but not more than 50% of the mistakenly received amount. Payment of penalty fee does not release the Client from obligation to refund the funds that were mistakenly (incorrectly) credited to his Account.

7. Exemption of the Bank from Liability

7.1. The Bank shall be exempt from liability in following cases:

a) unforeseen failure of the interbank electronic payment system;

b) delay in execution of payments as a result of errors made by the Client when completing Payment Documents;

c) delays in provision of settlement and cash services that occurred through no fault of the Bank;

d) suspension of operations on the Bank's account or restriction of the Client's rights to dispose of funds in the Account, or suspension of operations on the Account in cases provided for by the current legislation of the Republic of Uzbekistan; in the event of late submission of Payment Documents required for cash withdrawal, or inaccuracies and/or errors in submitted Payment Documents;

e) Bank's inability to fulfill its obligations under this Agreement for reasons beyond the Bank's control and/or the occurrence of force majeure circumstances;

e) Bank's refusal to perform a transaction with funds in cases established by the RBS Agreement and Appendices.

8. Force majeure

8.1. The parties shall be exempt from liability for partial or complete failure to fulfill their obligations under this RBS Agreement if such failure was caused by circumstances of force majeure, namely: fire, flood, earthquake, war, military action of any kind, blockade, export or import embargo, and if these circumstances directly affected the performance of this RBS Agreement. In this case, the term for performance of obligations shall be extended in proportion to the time during which such circumstances and their consequences were in effect.

8.2. The Party for which it has become impossible to fulfill its obligations due to force majeure circumstances shall immediately notify the other Party of the onset and termination of the above circumstances. Failure to notify in a timely manner shall deprive the relevant Party of the right to refer to them in the future. This notification must be confirmed by an authorized body.

8.3. Evidence from the relevant authorized bodies shall serve as sufficient proof of existence of the above circumstances and their duration.

8.4. If circumstances and their consequences last for more than 3 (three) months, each Party shall have the right to refuse to perform the RBS Agreement in whole or in part, and in this case, neither Party shall have the right to claim compensation for possible losses from the other Party.

9. Anti-corruption clause

9.1. The Parties understand corruption to mean any actions, whether direct or indirect, personal or through third parties, aimed at obtaining benefits in form of money, valuables, other property, or property rights, or securing competitive or other advantages.

9.2. Corrupt activities may include, but are not limited to, commercial bribery; payment, offer, or permission to pay money or transfer valuables in any form, including expensive gifts, provision of rights, or services.

9.3. Neither Party, nor its employees or representatives, shall have the right to:

- engage in corrupt practices in relation to the other Party, its employees, and representatives of aforementioned legal entities;
- participate in corrupt practices committed in relation to this Party;
- engage in corrupt practices in relation to other Party with the aim of influencing its actions and decisions regarding contracts being concluded or already concluded;
- carry out or facilitate activities aimed at legalizing funds obtained by criminal means, including as a result of corrupt activities.

9.4. Each Party undertakes to:

- comply with laws and international law on combating corrupt activities;

- implement measures aimed at identifying, preventing, and combating corruption, including developing and implementing anti-corruption policies and rules, conducting monitoring to identify risks of involvement in corrupt activities, organize and conduct internal investigations into identified corruption violations, and take other reasonable measures to combat corruption.

9.5. If a Party suspects that a violation of any provision of this Section of the RBS Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing. In written notification, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that a violation has occurred or may occur by its employees or representatives.

9.6. The Parties guarantee that they will conduct a proper investigation into any violation of provisions of this Section of the RBS Agreement, observing the principles of confidentiality and applying effective measures to prevent possible conflicts. The Parties guarantee that there will be no negative consequences for notifying Party as a whole or for specific employees of the notifying Party who reported the violations.

9.7. In the event of a violation of this anti-corruption clause by one Party, the other Party shall have the right to refuse to perform the RBS Agreement by notifying the violating Party in writing by email or on paper at least one day in advance, as well as to demand compensation for losses caused by such violation.

10. Term, amendment and termination of the agreement

10.1. The agreement shall come into force on the date specified in Section 2 of the RBS Agreement and shall remain in force until its termination.

10.2. The Bank shall have the right to unilaterally amend the terms and conditions of the RBS Agreement and its Appendices in accordance with clause 3.1.3. of the RBS Agreement. At the Bank's request, the Authorized Person may sign and seal (if available) the updated Tariffs on paper.

10.3. This RBS Agreement as a whole, taking into account the Appendices, may be terminated:

- a) by the Client only after the debt to the Bank has been repaid;
- b) at the Bank's request in court in the event of a violation by the Client of conditions for maintaining a minimum balance or absence of transactions;
- c) upon prior submission by the Client of an application for account closure in accordance with clause 11.3. of the RBS Agreement;
- d) in other cases by the Bank in accordance with the procedure provided for by law.

10.4. Closure of all Accounts with the Bank shall be grounds for termination of the RBS Agreement and termination of provision of other services by the Bank as provided for in Appendices.

10.5. Termination of the Agreement shall be grounds for closing the Account. If, within 7 (seven) business days from the date of notification of the Client about termination of the Agreement, the latter does not provide the Bank with a written instruction to transfer funds to another account, the Bank shall transfer the balance of funds from the Client's Account to account 29842 (Inactive Deposit Obligations).

11. Other terms and conditions

11.1. In the event of any disagreement regarding the terms and conditions of this Offer, the dispute shall be resolved by the Parties through negotiations or through a claim procedure in accordance with the Law of the Republic of Uzbekistan “On Contractual and Legal Basis for Activities of Economic Entities” dated August 29, 1998, No. 670-I.11.3. Disputes and disagreements on which the Parties fail to reach an agreement shall be resolved in court by the Tashkent Interdistrict Economic Court at the location of the Bank.

11.2. Relations between the Parties not provided for in this RBS Agreement shall be governed by provisions of current legislation of the Republic of Uzbekistan.

11.3. The Client, represented by the Authorized Person, hereby requests the Bank, on basis of a previously submitted application, to close the Account if the balance of funds specified in the RBS Agreement is not maintained in the Account for more than 6 months or if there have been no transactions on the Account for more than 365 days.

JSC “Octobank”

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Furkat Street, 2

Tel.: +998 (71) 202-33-33, 202-44-44

Fax: +998 (71) 202-03-33

Bank details:

Account No. 29896000300000980500

Bank code 00980

TIN 203644820

OKED 64190

Rules for opening and servicing a corporate client's bank account

1. General provisions

1.1. These Rules for opening and servicing a corporate client's bank account (hereinafter referred to as the Rules) constitute an accession agreement and an integral part of the RBS Agreement, and are included in the Offer. The Rules govern relations regarding opening and maintenance of demand deposit account(s) (hereinafter referred to as the Account/Accounts) for the Client, with exception of persons established as credit institutions and organizations operating through accounts with a special regime.

As provided for in the RBS Agreement, this Offer is addressed to Applicants intending to open a bank account (s). At the same time, option to open a bank account using remote service systems (Remote Method) along with the In-Person Method is available exclusively to residents – legal entities and individual entrepreneurs whose founders are residents of the Republic of Uzbekistan (*). For other Applicants, the service of opening a bank account is available exclusively through In-Person Method (**).

1.2. All previously concluded bank account agreements are considered to be amended accordingly and set forth in wording of these Rules from the moment of Submission of an Application (Appendix No. 1 to the RBS Agreement).

1.3. If a Client with a valid bank account agreement refuses to submit an Application (Appendix No. 1 to the RBS Agreement), the Bank shall continue to provide services to the Client in accordance with procedure and on terms specified in previously concluded bank account agreement until expiration of the term for which they were concluded or its termination.

1.4. The Bank shall open an Account for the Client and provide settlement and cash services in accordance with current legislation of the Republic of Uzbekistan, regulatory acts of the Central Bank of the Republic of Uzbekistan, in particular, the Instruction on procedure for opening, maintaining, and closing bank accounts (registered by the Ministry of Justice of the Republic of Uzbekistan on February 8, 2023 under No. 3420), the Regulation on Non-Cash Settlements in the Republic of Uzbekistan (registered by the Ministry of Justice on 13.04.2020 under No. 3229), the Bank's internal documents, terms and conditions of these Rules, and the Tariffs (Appendix No. 5 to the RBS Agreement).

1.5. Upon acceptance by the Client, these Rules shall become an agreement governing the procedure and conditions for opening and servicing the Account in accordance with terms and conditions of these Rules. The Rules shall be presented to the Client in form of an adhesion contract.

1.6. Client's acceptance of the Rules, in accordance with Articles No. 107, No. 360, No. 366, No. 367, No. 370 of the Civil Code of the Republic of Uzbekistan, and Client's acceptance, means the conclusion of an agreement between the Bank and the Client, regulated by these Rules and compliance with requirements for the written form of the agreement. Accession shall be deemed complete and the Agreement shall be deemed concluded after signing an Application for opening an account, accession and receipt of other services (Appendix No. 1 to the RBS Agreement) and Transfer.

1.7. The Rules apply to Remote Method and On-Site Method of interaction and the Basic Package.

1.8. The terms used in these Rules shall be interpreted in accordance with their definitions set forth in Section 4 “Terms and Definitions” of the RBS Agreement.

2. Client acceptance.

2.1. Client acceptance is a set of actions taken by the Client, expressed in signing of an Application (Appendix No. 1 to the RBS Agreement) by an Authorized Person using the electronic digital signature of PSC and the transfer of this Application to the Bank. (see Section 4 “Definitions and Terms” of the RBS Agreement). The Applicant's (Client 's) accession to the RBS Agreement and these Rules, as well as Client Acceptance within the framework of the Basic Package, shall take place in accordance with procedure provided for in clause 2.3. of the RBS Agreement.

After the Client has familiarized themselves with the Offer, if they intend to conclude the RBS Agreement with the Bank and an agreement under these Rules, the Client has the right to apply to the Bank by sending an Application for opening an account, joining and receiving other services (Appendix No. 1 to the RBS Agreement). The Bank shall open the Account after taking measures for Due Diligence, identification of Authorized Person, examination and verification (compliance) of the information and documents submitted by the Client, and its activities.

2.2. An application for opening an account and joining in case of in-person interaction shall be drawn up on paper in one copy. An application for opening an account and joining in case of remote interaction shall be generated in form of an electronic document through the System, subject to conditions provided for in clause 13 of these Rules.

2.3. An application for opening an account and joining on paper shall be certified by the handwritten signature of Authorized Person or Client's Representative in presence of a Bank employee or Bank Agent. The application for opening an account, joining and receiving other services may also be submitted by the Client's Representative acting on basis of a notarized power of attorney on behalf of Client's founder when opening a temporary savings account for an organization that has not undergone state registration.

Confirmation of Bank's acceptance of the application for opening an account, joining and receiving other services (“Transfer”) is a mark of an authorized employee on its acceptance by the Bank, indicating the date of acceptance.

2.4. An application for opening an account and joining in paper form may be submitted to an employee of the Public Services Center during the state registration of the Client.

2.5. An application for opening an account and joining in form of an electronic document shall be signed in the System with the electronic digital signature of the organization (EDS of the Public Services Center) by an Authorized Person, subject to following conditions: 1) the founder(s) of the Client are residents of the Republic of Uzbekistan; 2) an Authorized Person has successfully passed the Due Diligence (identification) check in the System.

The transfer shall be deemed unsuccessful and the Bank shall refuse to accept the Client's Application for opening an account and joining the Bank sent via the System if conditions set forth in this clause are not met.

3. Identification

3.1. At the start of Remote or In-Person interaction in accordance with the “know your client” (KYC) principle, for purpose of opening an Account, the Bank implements Due Diligence measures and performs identification by means of in-person or Digital identification.

3.2. Client due diligence measures include verifying the identity and identification of client, as well as identifying, verifying the identity and authority of person acting on behalf of the client, based on relevant documents, and identifying the beneficial owner of the client.

3.3. The Bank also identifies the beneficial owner of the client, which consists of determining the owner of the client, a person controlling the client, by studying the ownership and management structure based on client's founding documents.

3.4. Identification of an Authorized Person or Representative of the client, as well as a beneficial owner of the Client, is carried out on basis of information provided for by legislation on combating the legalization of proceeds from criminal activity, financing of terrorism and financing of the proliferation of weapons of mass destruction, as well as the Instructions.

3.5. Only a Client who is not included in the List may become a Client of the Bank when establishing a relationship. For this purpose, the Bank checks the Client for absence from the List before opening an Account.

§ 1. Procedure for identification upon presentation.

1. A Bank employee shall conduct a Due Diligence Check, which includes verifying the identity of Authorized Person or Client Representative on basis of an Identity Document (ID) and examining the powers of the Authorized Person or Client Representative on basis of a power of attorney and/or order (instruction).

Biometric data available in the information system of the Ministry of Internal Affairs of the Republic of Uzbekistan may also be used during identification.

1.1. Before filling out the Card, the Authorized Person is required to present the ID to a Bank/Agent employee and ensure that the identity verification can be carried out without hindrance. The Card may not be filled out by the Client's Representative.

§ 2. Remote identification procedure.

1. Clients whose founder(s) are residents of the Republic of Uzbekistan are entitled to use Digital Identification, provided that the functionality is available in the System and requirements set forth in these Rules are met.

2. Digital identification of the Authorized Person is carried out using the EDS of PSC, available in the System methods of digital identification of a natural person who is a resident of the Republic of Uzbekistan.

3. To issue an Electronic Card with samples, the Authorized Person must have an EDS issued by the Public Services Center and registered for the Client (EDS of PSC).

4. Documents provided by an Applicant to the Bank

4.1. To open an Account, depending on type specified below, the Client shall submit to the Bank, in addition to an Application for opening an account and joining, the following documents:

For residents of the Republic of Uzbekistan, business entities, individual entrepreneurs, and Farming companies:

- Application for opening an account and joining;
- Two copies of signature cards;
- Identity document (ID) of an Authorized Person;

- The above documents may also be submitted to the Bank by client's representative to open account "29801" for an organization that has not yet undergone state registration. After state registration, an account is opened for the client.

For residents of the Republic of Uzbekistan who are not business entities:

- Application for opening an account and joining;
- Signature card;
- Constituent documents (memorandum of association, articles of association) and amendments and additions thereto, as well as an identity document (ID) of the Authorized Person;
- Document (certificate) confirming registration with the tax authorities.

4.2. Signatures on the Card with specimen signatures on paper must be affixed by the Client's Authorized Representative in his/her own hand. A facsimile signature of a person with a disability may be used by a person with a disability only if, due to physical limitations, he/she is unable to affix his/her own signature when signing the necessary documents.

4.3. Rights to dispose of funds under payment documents on paper are certified by the Client by completing/providing the Bank with a Card with specimen signatures on paper, as well as documents confirming the powers of the Authorized Person(s). The rights to dispose of funds using EPD remotely are certified by the Client by completing/submitting to the Bank an Electronic Card with samples of electronic digital signatures, as well as documents confirming the powers of the Authorized Person(s).

4.4. If the Client's paper Card contains a single signature of an Authorized Person authorized to sign payment documents, the Parties acknowledge that this signature is sufficient to sign payment documents on behalf of the Client.

If such a Card with specimen signatures contains several handwritten signatures of Authorized Persons who have the right to sign payment documents, and no agreement has been concluded between the Bank and the Client on establishing combinations of handwritten signatures of persons who have the right to sign payment documents, the Parties acknowledge that the first and second signatures indicated on the Card with specimen signatures on paper shall be used to sign payment documents.

In the event of replacement or addition of at least one signature and/or replacement (loss) of a seal, change of surname, first name, patronymic (if any) specified in the Card with samples of signatures of the person, change of name, organizational and legal form of the Client, early termination (suspension) of the powers of management bodies, the Client is obliged to draw up/submit to the Bank a new Card with specimen signatures on paper.

4.5. The electronic card is certified by the Authorized Person using the EDS issued to him/her by Public Services Center.

4.6. If the Client has accounts opened with the Bank at the time of submitting an Application for opening an account and attaching information, and if the information previously provided to the Bank has been changed, the Client shall provide an updated set of necessary documents.

5. Opening and maintaining an account

5.1. At Client's discretion, the Bank shall open an Account (s) for the Client in national or foreign currency after conducting the Due Diligence and accepting the duly executed documents. A foreign currency account may be opened provided that an account in national currency is opened.

5.2. The Client shall be informed of opening of the Account(s) by a corresponding message in the System or, at the Client's request, by a paper statement.

5.3. The Client independently chooses the currency of the Account. Each Account is intended for servicing a specific type of currency. All Accounts opened after opening of the first – main Account are secondary accounts.

5.4. The list of operations on the Account, as well as the procedure and forms of settlements, are determined by current legislation of the Republic of Uzbekistan, regulatory legal acts, internal documents of the Bank, these Rules and Instructions of the Bank, which are brought to attention of the Client by publication on corporate website www.octobank.uz and/or by posting information in client service areas, or by other means established by the Bank. The Client hereby confirms that they have read and agree to the Bank's Instructions.

5.5. The list, cost, and payment procedure for Bank's services and expenses are determined by the Tariffs. The Bank's non-tariffed expenses, including commissions charged to the Bank by other banks for Client's transactions, shall be reimbursed by the Client in amount of actual costs incurred. Documents confirming the validity of charging the relevant amounts shall be provided by the Bank at the Client's request. If currency of the Tariffs differs from the currency of the Account, payment of Bank's commission fees, as well as the write-off of the Client's debts to the Bank arising from these Rules, shall be carried out by writing off the corresponding amount at the exchange rate of the Central Bank of the Republic of Uzbekistan at the time of write-off. The Client hereby authorizes the Bank to purchase/sell foreign currency from Accounts opened in a currency other than the currency of the Account and used to repay debts under these Rules. The Client confirms that they have read and agree to current Tariffs. The Client agrees to the Bank changing the Tariffs unilaterally, provided that the new Tariffs are posted on the Bank's information board and/or on the Bank's website www.octobank.uz 10 (ten) calendar days before the relevant changes come into effect. The Client undertakes to familiarize themselves with current Tariffs posted in manner described above.

5.6. The Bank shall not pay the Client interest on the balance of funds in the Account, nor shall it pay interest for use of funds in the Client's Account, unless otherwise specified in a separate Agreement between the Parties.

5.7. Cash and settlement services for the Client are provided during the Bank's business hours. Business hours are defined as the time during which the Bank provides services/performs transactions on the Account. Operating hours are set by the Bank independently and communicated to the Client by posting the relevant information in client service areas, on the Bank's website, or by other means established by the Bank. The Bank has the right to set different operating hours for different operating units, different types of currencies, and services provided.

5.8. Funds shall be credited to the Account, or withdrawn or transferred from the Account, no later than the business day following the day on which the Bank receives the relevant instruction in accordance with legislation of the Republic of Uzbekistan and Bank's internal documents.

5.9. The Bank shall carry out transactions on the Account if there are sufficient funds in the Account to execute them in full, including the payment of the Bank's commission. If there are no or insufficient funds in the Account, the Client's instructions shall be accepted for execution only in cases provided for by legislation of the Republic of Uzbekistan. Such instructions shall be executed as funds are received in the Account in manner and within the time limits established by current legislation of the Republic of Uzbekistan. An instruction received by the Bank from the Client shall be deemed to have been signed by the Client's Authorized Persons, and Bank's actions to execute it shall be deemed lawful, if a simple visual comparison of signatures of the persons and seal impression (if the Client has a seal) on payment document allows establishing their similarity in appearance to signatures of authorized

persons and seal impression of the Client (if any) contained in the Card with specimen signatures accepted by the Bank from the Client. Bank's obligation to transfer funds as a money transfer operator to the Client shall be deemed terminated (fulfilled) upon completion of payment, which is determined either by the moment the funds are credited to the account of the recipient of funds, if the recipient of the funds is served by the Bank, or by the moment the funds are credited to correspondent account of the Bank or money transfer operator serving the recipient.

5.10. Until the Bank receives the Card with specimen signatures, payment documents received by the Bank will not be executed by the Bank. The Bank has the right to refuse to accept a payment document until the Bank receives a Card properly completed on paper.

5.11. Execution of Client's instructions on the Account shall be confirmed by the Bank with a statement of cash flows on the Account (hereinafter referred to as the statement) with the attachment of settlement documents justifying the transactions performed on the Account. Statements shall be issued on dates agreed with the Client and only to Authorized Persons or Representatives of the Client. If the Client is connected to the System, statement and documents attached to it shall be provided to the Client in electronic form. If the System is blocked, the Bank shall provide statements on paper until the System resumes operation. The copies of settlement documents attached to the statement are generated by the Bank: on paper with a stamp containing the calendar date of execution of settlement document, applied using software and technical means, as well as the signature of an authorized person of the Bank; in electronic form, with a QR code containing the calendar date of execution of settlement document affixed to them. The statement and the documents attached to it confirm the transactions performed by the Bank on the Account. At the same time, the Bank confirms to the Client the acceptance for execution of his payment documents and their execution. The statement, as well as the transactions on the Account reflected therein, shall be deemed confirmed by the Client if he/she does not raise any objections within 10 (ten) calendar days from the date of provision of the relevant statement and documents attached thereto by the Bank.

5.12. The Bank accepts, processes, executes, confirms acceptance for execution, performance, revocation, and return (cancellation) of the Client's payment documents received through the System in accordance with the General Terms and Conditions of Remote Service.

6. Rights and obligations of the Bank

6.1. The Bank has the right to:

- When accepting paper payment documents for execution, check the external characteristics of signatures of authorized persons and seals against the specimen signatures and seal impressions (if any) contained in the Card submitted to the Bank.
- In the event of an erroneous crediting of funds to the Account, to debit the corresponding amount of funds from the Account without additional payment documents from the Client, followed by written notification thereof. If there are insufficient funds in the Account, the Bank shall have the right to demand that the Client return necessary amount by transferring funds from other accounts or by other means.
- To debit funds from the Client's Account without their consent, on basis of payment documents issued, which are subject to mandatory execution by the Bank in accordance with requirements of legislation of the Republic of Uzbekistan (payments to the budget, without acceptance payment requests, collection orders, etc.), for purpose of collecting the Client's debt to the Bank, material damage caused to the Bank through the Client's fault, withholding payments erroneously credited to the Account, and other cases provided for by the legislation of the Republic of Uzbekistan, as well as this RBS Agreement;

- Transfer available funds from the Client's secondary and other accounts (except for special-purpose accounts opened on basis of resolutions of the Government of the Republic of Uzbekistan, letters of credit, and term deposit accounts) if there is Card File No. 2 on his main Account;
- Suspend the transaction if there are doubts about authenticity of Client's documents serving as basis for banking operations, in which case the Bank is obliged to notify the Authorized Person thereof and block the funds in the Account in accordance with procedure and on terms provided for by regulatory legal acts of the Republic of Uzbekistan;
- Refuse to perform transactions with funds in the Account in following cases:
 - a) the Client provides knowingly false documents or fails to provide documents requested by the Bank in accordance with requirements of current legislation of the Republic of Uzbekistan;
 - b) the Bank has information about the Client's participation or suspected participation in terrorist or other criminal activities;
 - c) absence at its location (the address specified in this Agreement) of the Client's management body or a person authorized to act on behalf of the Client without a power of attorney;
 - d) identification of Client's counterparty in sanctions lists or sanctions lists of commodity items of countries included in sanctions lists.
 - e) detection of a suspicious transaction;
 - f) detection of an error made by the Client when making a payment, indicating incorrect payment details, etc., as well as in the event of a transaction contradicting the legislation of the Republic of Uzbekistan and terms of this Agreement;
- Refuse to execute a payment document for a transaction on the Account in following cases:
 - (a) expiration of term of office of the persons who signed the order and who are granted the right to sign, before the relevant documents confirming the powers of these persons are submitted to the Bank;
 - (b) lack of sufficient funds in the Account to make the payment and/or pay the Bank's commissions;
 - (c) discovery of information about liquidation of the Client;
 - (d) incorrect completion or late submission of Payment Documents;
 - (e) the Client committing illegal transactions;
 - (f) existence of Card File -2;
 - (g) existence of seizures (freezes) or restrictions imposed on the Account by authorized bodies;
 - (h) on the grounds provided for by applicable law, terms of the RBS Agreement, its Appendices, and Instructions.
- Accept an application for closing the Account and/or terminating the RBS Agreement signed by the Authorized Person only from the latter or Client's Representative.

- Unilaterally change the Account number in accordance with the law, subject to mandatory written notification of the Client.
- Independently determine the routes for transferring funds (payment route), select correspondent banks involved in transfer.
- Request duly executed documents and information, including information about the Client's beneficial owners, founders (participants), and beneficial owners, in order to comply with requirements of applicable legislation on combating the legalization (laundering) of proceeds from crime and financing of terrorism, subordinate legislation.
- Request written explanations from the Client regarding the economic substance of its transactions and details of its business model, documents confirming the grounds for conducting transactions, their legality, and the fact that the Parties have fulfilled their obligations.
- Independently determine types of foreign currencies and cross-conversion methods used by the Bank.
- Suspend transactions on the Account (except for transactions involving the crediting of funds received on the Account), freeze funds in accordance with requirements of legislation on combating the legalization (laundering) of proceeds from crime and financing of terrorism, and the AML/CFT Rules.

6.2. The Bank undertakes to:

- Open an Account for the Client if conditions of these Rules, the RBS Agreement, and requirements of the law are met.
- Provide settlement and cash services to the Client and carry out transactions on the Account on its behalf, as provided for by current legislation of the Republic of Uzbekistan, including:
 - a) credit the Account with received funds on the same day or no later than the next business day as soon as the Bank receives the relevant payment document confirming the receipt of funds;
 - b) execute the Client's instructions to transfer funds from the Account on basis of relevant payment document;
 - c) execute payment requests and collection orders on Client's debt obligations;
 - d) accept and issue cash from the Account to the Client in accordance with procedure and on terms provided for in these Rules;
 - e) ensure the issuance of funds for payment of salaries, pensions, and benefits if there are funds in the Client's account, or transfer them to a bank card on basis of a separate agreement;
 - f) perform other settlement and cash services on Client's Account, with exception of transactions regulated by separate agreements concluded between the Bank and the Client;
 - g) perform settlement operations on behalf of the Client in strict accordance with requirements of regulatory acts governing non-cash settlements in the Republic of Uzbekistan;
 - h) monitor the Client's export and import contracts;
 - i) to conduct transactions on over-the-counter currency market in accordance with Section 5 of these Rules.

- To debit funds from Client's Account with or without acceptance in cases provided for by applicable law, these Rules, and terms and conditions of the RBS Agreement;
- In absence or insufficiency of funds in the Account, open File No. 2 in accordance with procedure established by law, place unpaid payment documents in File No. 2, and make payments in order and proportion established by legislation of the Republic of Uzbekistan;
- Provide services to the Client on business day in accordance with established service schedule;
- Accept payment documents for execution only from the Authorized Persons specified in the Card or Client's Representative who have presented the Bank with relevant power of attorney;
- When accepting payment documents, check them for compliance with requirements established for their execution;
- Provide the Client with Bank's cash documents, checkbooks, and forms for purpose of receiving banking services;
- Upon written request of an Authorized Person or Client's Representative, provide statements from the Account with attached Payment Documents marked as executed;
- Ensure the safety of all funds received on the Account, execute Client's instructions, and conduct other banking operations provided for this type of Account;
- Provide the Client with statements on agreed dates, as well as copies of payment documents on basis of which transactions on the Account were made.
- Ensure the confidentiality of banking information regarding transactions carried out on the Account, and not disclose information about the Client, status of their Accounts, and transactions on them without the Client's consent, except in cases provided for by applicable law.
- Provide responses to the Client's written requests regarding the Account within 15 (fifteen) business days after receiving the relevant request.
- Inform the Client through agreed communication channels about changes to the Rules and Tariffs.

7. Rights and obligations of the Client

7.1. The Client has the right to:

- Perform any transactions on the Account in accordance with current legislation of the Republic of Uzbekistan, within the limits of balance of funds on the Account, except for restrictions established by current legislation of the Republic of Uzbekistan, these Rules, the RBS Agreement, the AML/CFT Rules, and the Instructions.
- Receive statements on status of the Account upon written request.
- Withdraw (cancel) a payment document submitted to the Bank before the Bank debits funds from the Account.
- Terminate the RBS Agreement in case of disagreement with new terms and conditions of the Rules and/or Tariffs.
- Dispose of funds in the Account independently within the framework of current legislation of the Republic of Uzbekistan and terms of this RBS Agreement;

- Receive cash from the Account in accordance with procedure established by current legislation of the Republic of Uzbekistan and subject to timely fulfillment of its obligations;
- To request the Bank to search for funds that have not been received at their destination, as well as to establish their location and return them within competence of the Bank;

7.2. The Client undertakes to:

- Provide the Bank with documents and information specified in these Rules.
- Comply with procedure and conditions for conducting foreign exchange transactions specified in Section 5 of the Rules;
- Comply with procedure and conditions for conducting cash transactions specified in Section 6 of the Rules;
- Ensure that there are sufficient funds in the Account to make payments in a timely manner;
- Deposit funds transferred to a depositor for wages and equivalent payments into the Bank's cash desk within the established time frame;
- Provide properly prepared documents and information (documents and data) necessary for the Bank to comply with requirements of legislation on combating legalization (laundering) of proceeds from crime and financing of terrorism.
- Provide, at the Bank's request, within no more than 2 (two) business days from the date of receipt of request, information and documents explaining the economic essence of transactions carried out by the Client, details of business model, documents confirming the grounds for conducting transactions, as well as the fact of fulfillment of obligations by the Parties.
- Pay for the Bank's services in accordance with current Tariffs.
- Notify the Bank in writing of any changes to the information provided when opening the Account no later than 2 (two) business days from the date of such changes/the date of receipt of documents with the changes made after their state registration, if changes made are subject to state registration.
- In absence of such changes (additions), confirm in writing, at the Bank's request, that the information stored at the Bank is up to date and immediately forward the information to the Bank by any available means.
- Provide the Bank with payment documents drawn up in accordance with requirements of law, in accordance with the Bank's client service schedule.
- Notify the Bank no later than 10 (ten) calendar days after receiving a statement of amounts erroneously credited to or debited from the Account.
- Within 5 (five) business days from the date of receipt of the Bank's written notification of amount erroneously credited to the Account, if there are insufficient funds in the Account, transfer the required amount from other accounts or replenish the Account in another way.
- If Client's agreements with counterparties provide for settlements by payment orders, provide the Bank with relevant written consents in advance.

The Client hereby instructs the Bank, without additional instructions, to debit funds from the Account to repay the Client's debt to the Bank arising from obligations under loan agreements, surety agreements, bank guarantee agreements, the Bank's recourse claims against the Client and/or obligations under other agreements concluded between the Bank and the Client, as well as obligations arising from assignment to the Bank of a monetary claim against the Client in accordance with procedure and terms of a factoring agreement or other assignment, based on documents established by applicable law.

- Notify the Bank of any change in Authorized Person and Representatives of the Client authorized to receive statements/certificates/other documents addressed to the Client no later than the day on which the powers of the new authorized persons take effect.
- In the event of changes in requirements of current legislation regarding the procedure for opening bank accounts and conducting transactions on them, as well as in other cases, provide, at the Bank's request, information and documents necessary to comply with established requirements of legislation.
- Receive from the Bank the latest copies of payment requests as notices for acceptance.
- Return the Bank the cash checkbook with unused checks and stubs in the event of a change in Client's name, Account number, or closure of the Account for which the cash checkbook was issued.

8. Procedure for conducting foreign currency purchase and sale transactions

8.1. Transactions for purchase of free currency funds from the Client by the Bank shall be carried out subject to conclusion of this agreement, in accordance with paragraphs 1-8 of these Rules.

8.2. Transactions for purchase of foreign currency by the Client shall be carried out by the Bank on basis of an Application for a currency transaction (in form specified in Appendix No. 2 to these Rules), drawn up and executed in form specified in Appendix No. 2 to these Rules on paper by means of personal delivery, or in electronic form by means of remote delivery in the System.

8.3. Before conducting the Client's currency transactions, the Bank, as part of its compliance control functions, checks the Client's foreign counterparties for their presence on sanctions lists or for use of goods, works, or services in transactions with counterparties from countries included in sanctions lists.

To purchase foreign currency, the Client shall send the Bank an Application for a currency transaction via the System or on paper. This Application must contain information about the name of currency, nature of transaction (purpose of use), basis for purchasing foreign currency (contract details), amount in foreign currency, and amount of Bank's commission fee.

8.4. Based on the Application for a Foreign Exchange Transaction, the Bank shall open a special account (hereinafter referred to as the "Block Account") in national currency for the Client to reserve funds for purchase of foreign currency, and special foreign currency accounts to which foreign currency purchased on foreign exchange market shall be credited.

8.5. In order to purchase foreign currency, the Client undertakes to reserve a sufficient amount of funds in national currency on the Block Account in a timely manner and in full, taking into account the Bank's commission fees, before submitting the application. If there are insufficient funds in national currency, in the event of an increase in selling rate, the Client is obliged to replenish the Block Account or withdraw the submitted Application for a currency transaction.

8.6. Payment of the Bank's corresponding commission shall be made on the day of foreign currency purchase and sale transactions on the over-the-counter currency market. The amount of commission shall be determined by the Parties in accordance with the Tariffs.

8.7. Funds in foreign currency purchased by the Client shall be credited to special accounts within 2 (two) business days.

8.8. The Client shall use the purchased foreign currency for its intended purpose within 7 (seven) business days from the date of crediting the funds to the Client's special currency account. Foreign currency purchased by the Client that is not used within 7 (seven) business days from the date of its crediting to the Client's special currency account shall be subject to unconditional resale to the Bank with subsequent listing at the next interbank trading session. In this case, the Bank shall resell the foreign currency on a non-acceptance basis at the exchange rate on the day of sale. Currency previously debited from the Client's special currency account and re-credited to the special account due to its non-use or return shall also be subject to resale.

8.9. Documents serving as basis for currency transactions and information necessary for the Bank to perform its functions as a currency control agent shall be provided by the Client to the Bank no later than the day of submission of payment document.

8.10. For purposes of compliance control by the Bank, or in case of questions about the validity of a transaction, the Client shall, at the Bank's request, provide documents and information on export, import, and other currency transactions carried out under agreements with non-residents.

9. Cash handling rules

9.1. To deposit cash proceeds into their Account, Clients may submit them:

- to the Bank's cash desk and cash desks of Bank's banking service offices in accordance with procedure established by law;
- to cash collectors for delivery to the Bank;
- to combined cash desks at the Client 's premises for subsequent delivery to the Bank via cash collectors;
- to the Bank's device for receiving the Client's cash proceeds.

9.2. A Client intending to use cash circulation is obliged to fill out and submit to the Bank in two copies at the beginning of each year and no later than the month following the opening of the Account a Statement of Settlements in form specified in Appendix No. 1 to these Rules, which determines the procedure and terms for submitting cash proceeds to the Bank and terms for receiving cash from the Bank's cash desk for salaries and equivalent payments, as well as for establishing the permitted limit for cash balance in its cash desk. Such a Statement may be sent to the Bank in electronic form using the Remote Method.

The deadlines and procedure for depositing cash proceeds shall be determined by the Bank in agreement with the Client on basis of Client 's Statement of Accounts, drawn up in accordance with form set out in Appendix No. 1 to these Rules.

9.3. The Bank constantly monitors the timeliness of Client's cash revenue deposits.

9.4. The Client may keep cash in its cash register within the limits of cash balance in cash register. The procedure for setting the cash balance limit in Client's cash register applies only to Clients who have their own Account and

cash register with the Bank. The cash balance limit in Client's cash register is set by the Bank annually in agreement with the Client, taking into account cash turnover and operating conditions based on Statement of Accounts submitted by the Client (Appendix No. 1).

9.5. The limits on cash balance in Client's cash register are set in amounts specified by the provisions of the Instruction on the Organization of Cash Circulation by Banks of the Republic of Uzbekistan (registered by the Ministry of Justice on May 1, 2018 under No. 3003).

9.6. Annually, during the month of January, and if a new Account is opened, no later than the following month, the Client shall submit to the Bank a Statement of Accounts (Appendix No. 1) containing information on procedure for depositing and withdrawing cash from the Bank, as well as establishing the cash balance limit.

9.7. Established cash balance limit in cash register of the Client engaged in procurement and processing of agricultural products does not include cash received from the bank for purpose of purchasing agricultural products from the population.

9.8. The cash balance limit of a Client who has not submitted a Statement of Accounts (Appendix No. 1) to the Bank shall be considered "zero," and cash not deposited with the Bank shall be considered "cash in excess of the limit."

9.9. The amount of established limit on cash balance in Client's cash register may be revised during the year if necessary, and in cases provided for by law, approved by the Bank for 2 years.

9.10. The Client has the right to keep cash in excess of established limits in its cash registers only for payment of salaries and equivalent payments (benefits, pensions, scholarships, and other social payments) for a period not exceeding 3 business days, including the day of receipt of the money from the Bank. After this period, cash received from the Bank and not used for its intended purpose must be returned to the Bank's cash desk.

9.11. The Client is not permitted to collect and accumulate cash in its cash desks for upcoming expenses in excess of established limit. The cash balance in Client's cash desk at the end of the day must not exceed the limit set by the Bank. The part of cash balance in Client's cash desk that exceeds the set limit must be handed over for posting to the Account.

9.12. Cash is issued to the Client from the Bank's cash desk within the limits of funds in their Account for purposes specified in cash documents. In cases provided for by law, cash may be issued to the Client from their loan accounts with the Bank.

9.13. To receive cash, the Client must provide the Bank with a cash check one day before receiving cash, in accordance with calendar schedule for payment of salaries and equivalent payments, provided that the specified funds are available in the Account and reserved for them.

9.14. The Bank shall ensure the uninterrupted issuance of cash to the Client upon their first request. At the same time, cash shall be issued from bank cash desks to clients primarily for payment of salaries and equivalent payments, pensions, and travel expenses.

9.15. Cash intended for payment of salaries and equivalent payments shall be distributed as evenly as possible throughout the month, including non-working days (weekends and public holidays). These funds may be issued to the Client earlier than the date specified in the calendar, based on receipt of cash at the Bank's cash desk. If dates of payment of salaries and equivalent payments, social payments coincide with weekends or public holidays, the cash for these payments shall be issued by the Bank one day earlier.

Upon termination of the employment contract with its employees or when employees go on vacation, when settling accounts with non-staff (non-registered) employees, as well as for travel expenses, cash is issued to the Client by the Bank regardless of the established deadlines.

10. Procedure for Amending These Rules

10.1. These Rules shall enter into force upon conclusion of the RBS Agreement in manner prescribed by Clause 5 of these Rules and shall remain valid indefinitely.

10.1. The Bank reserves the right to unilaterally amend the terms of these Rules by posting a notice of the change to terms of these Rules on the Bank's information boards and/or on the Bank's website www.octobank.uz, or by other means. The Parties hereby agree that the aforementioned amendments to these Rules shall enter into force 10 (ten) calendar days after the relevant notice is posted on Bank's information board and/or on Bank's website www.octobank.uz, or by other means.

10.2. The Client has the right to contact the Bank at any time with a request to terminate the RBS Agreement in the event of disagreement with amendments/additions made to these Rules, as well as for other reasons.

10.3. To terminate the RBS Agreement/close an Account, the Client submits to the Bank an application in form established by the Bank, either on paper or electronically via the System. The application must contain confirmation of the balance of funds in the Account and details for transferring the balance.

10.4. From the date of receipt of the Client's application to close some or all Accounts and terminate the RBS Agreement (in absence of statutory restrictions on disposal of funds), the Bank will cease operations on the Account being closed and return all funds received in the Account being closed and all orders to transfer funds from the Account being closed. The remaining funds in the Account being closed will be transferred to another Account or an account with another bank, at the Client's instruction.

10.5. Termination of the RBS Agreement at the Bank's request is carried out in accordance with procedure stipulated by the RBS Agreement and applicable law.

10.6. Termination of the RBS Agreement, as well as liquidation of the Client, shall constitute grounds for closure of relevant Client Account.

10.7. All disputes arising during the fulfillment of the Parties' obligations under the Agreement shall be resolved by the Parties in the Tashkent Interdistrict Economic Court.

10.8. In all matters not provided for in these Rules, the Parties shall be guided by provisions of current legislation of the Republic of Uzbekistan and provisions of the RBS Agreement.

10.9. If, during the term of the RBS Agreement, individual provisions thereof cease to comply with newly adopted legislative and regulatory acts, they shall automatically cease to be effective, and provisions of new regulatory documents shall apply.

CERTIFICATE OF CALCULATIONS

For 20 __ year			
Name of business entity			
Name of bank			
<i>thousands of sums.</i>			
Name of index	Designed by an economic entity		Established by the bank *
	Effective in 20__	Project for 20__	
I. Procedure for establishing a cash balance limit			
1. The amount of cash deposited into the bank's cash desk last year			
Including:			
1.1. Average amount paid per month (1/12 months)			
1.2. Average amount deposited per day (1.1./working days)			
2. The amount of expenses from cash register of an economic entity during the previous year			
Including:			
2.1. Average monthly expenses (2/12 months)			
2.2. Average daily expenses (2.1/working days)			
3. Limit on the balance of cash in cash register of a business entity			
II. Procedure and terms for depositing cash			
1. Procedure for depositing cash proceeds			
2. Deadlines for delivery of cash proceeds			
III. Wages and equivalent payments paid in cash			
1. Date of payment of wages and equivalent payments in cash			
Including:			

1.1. Advance			
1.2. Wage			
1.3. Other			

**) Banks, in agreement with business entities, fill in lines for limit of cash balances in cash register, procedure and deadlines for delivery of cash proceeds and the date of payment of wages and equivalent payments in cash.*

Head of business entity

(signature)

Full name

Chief (senior) accountant or the person
performing his duties

(signature)

Full name

Bank manager

(signature)

Full name

Appendix No. 2 to the Rules for Opening and Maintaining a Corporate Client Bank Account

General Terms of Remote Banking Services

§1. Basic Provisions

1. Subject, Procedure, and Conditions of Entering into Relationships

1.1. These General Terms of Remote Banking Services, hereinafter referred to as the "Terms," constitute an integral part of the Comprehensive Banking Services Agreement concluded by the Parties, referred to as the RBS Agreement, and are part of the Offer.

1.2. These Terms have the legal force of the RBS Agreement, the procedure for concluding and entering into force of which is determined by provisions of the RBS Agreement.

1.3. The accession of the Applicant (Client) to these Terms and Conditions and their execution of the Client Acceptance, in accordance with Articles No. 107, No. 360, No. 366, No. 367, and No. 370 of the Civil Code of the Republic of Uzbekistan, shall constitute the conclusion of the RBS Agreement between the Bank and the Client in compliance with requirements for written form of the agreement. The accession and the Client Acceptance shall be deemed complete, and the RBS Agreement together with these Terms and Conditions shall be deemed concluded, after the Authorized Person signs the Application for Opening an Account, Accession, and Receipt of Other Services (Appendix No. 1 to the RBS Agreement) with a handwritten signature or the EDS of PSC and transfers it in the manner prescribed by paragraph 1 (§1) of the RBS Agreement.

1.4. These terms and conditions apply to the Remote Interaction Method and the Basic Package. They define the methods for providing remote services to the Client through the Bank's information systems and via the Client's devices, and also govern the relationship between the Bank and the Client regarding the use of the Internet Banking and InfoService services.

By accepting these Terms and Conditions, the Client confirms that they have read and agree to the provisions of the RBS Agreement and the text of these Terms and Conditions.

2. Terms and their definitions

Terms are these General Terms of Remote Service;

Service is an "Internet Banking" and "Infoservice" service that provides the Client with ability to manage accounts and document management through the Client's use of a remote service information system or information using the Client's computer and mobile devices.

Authorization is confirmation of powers and rights of an Authorized Person of the Client through the use of EDS of PSC and/or EDS.

Authorized number is a phone number of the Client's device provided by the Client to the Bank and registered in the System. The data sent by the Bank to specified phone number is considered to have been unconditionally

received by proper user. The Client is responsible for relevance, transmission, safety of Authorized Number, as well as confidentiality of the information transmitted to it.

Authentication is authentication of Authorization by means of Identification Means (login, password).

EDS of PSC is an electronic digital signature issued by Public Services Center.

EDS is a USB token issued by the Bank on a physical medium containing an electronic digital signature, which makes it possible to establish the absence of information distortion in an electronic document and identify the owner of private key of the electronic digital signature.

Device is the Client's mobile device/mobile device or tablet connected to the mobile service provider.

Electronic Card is a type of Card (see the definition of term in the RBS Agreement) referred to as an "Electronic Card with samples of an electronic digital signature", created by means of an EDS/EDS of PSC in electronic form in the System in accordance with Appendix No. 2 to these General Terms.

KU is a Client's computer device with sufficient functionality, necessary add-ons, and access to the worldwide Internet;

System is an "Internet Banking" remote service information system posted on the Bank's Website.

Software is software posted on the bank's Website for use with the help of a computer to access the Service.

EPD is an electronic payment document used in the Service.

These Terms also apply and repeat terms, interpretation of which is carried out within the meaning of definitions given in the RBS Agreement.

3. Software and hardware tools

3.1. For Internet Banking services, the Bank may grant the Client the right to use the Software under a simple, non-exclusive license, subject to the following:

- a) term of validity of transferred rights is equal to the term of the RBS Agreement;
- b) The Client has the right to use the Software only for purposes that do not contradict the RBS Agreement and these Terms;
- c) The Client is not entitled, without the written consent of the Bank, to transfer the Software or the rights to it to third parties, to copy, except in case of backup in alterations permitted by law, to make any changes to the program code;
- d) the rights to use the Software, as well as restrictions specified in this paragraph, apply to all updates (adding, modifying functionality or correcting errors) and new versions of the software.

3.2. The technical means necessary for the Client to use the Service are the EDS of PSC, EDS, KU, and Device.

At the same time, the EDS of PSC is designed for digital identification of the Client and person acting on behalf of the Client, and the EDS is designed to confirm the generated EDS. It is prohibited to use the EDS of PSC and EDS by a person who is not an Authorized Person.

3.3. The EDS belongs to the Bank and is issued to an Authorized Person in accordance with procedure specified in the Terms.

4. Services and order of their selection

4.1. These Terms are an agreement of parties, the subject of which is following:

- within the framework of the Internet Banking Service, the agreement defines the relationship between the Parties on provision of electronic document management services by the Bank for a fee, using the "Internet Banking" subsystem, an integrated banking system provided to the Client via public access network, the Internet, which allows sending EPD and other documents to the Bank, stipulated by the Agreement.
- within the framework of the "Infoservice" Service, the agreement defines the relationship between the parties, where the Client instructs, and the Bank, for a fee, undertakes obligations to connect the Client to "Infoservice" Service in order to organize remote information using the Device about transactions on Client's account and provide the Client with other additional information from the Bank.

4.2. In order to receive the services provided for in these Terms and conclude an agreement, the Authorized Person should contact the Bank or the Bank's Agent in Person or Remotely in compliance with requirements and procedures provided for in clauses 2, 3 and 4 of the RBS Agreement.

4.3. Within the framework of this agreement, the Client obtains the rights and obligations to the extent provided for by provisions of these Terms for Service chosen by the Client.

5. The procedure for connecting to the services

5.1. The Client's connection to Services is possible provided that the Authorized Person and the Client successfully pass a Proper Check performed by an employee of the Bank or an Agent of the Bank.

5.2. A prerequisite for the Client's connection to the System is the presence in the Bank on the date of connection of a Card generated in the name of the Client with samples of EDS, as well as an Account being opened or opened in the name of the Client.

5.3. After the Client, represented by an Authorized Person, joins these Terms and, accordingly, concludes an agreement, an employee of the Bank or an Agent of the Bank begins the process of connecting the Service.

6. Connection to Internet Banking Service.

6.1. In order to provide the Client with access to the Internet Banking Service, the following actions are performed in an Explicit manner:

- an employee of the Bank or a bank Agent assists, through consultation with an Authorized Person, in registering in the System, creating a Personal Account, etc.
- An employee of the Bank or a bank Agent issues an EDS to an Authorized Person and provides (informs) Means of identification;
- Test Authorization and Authentication is underway.

7. Connecting to "Infoservice" Service

7.1. Access to the “Infoservice” Service is allowed until the completion of procedure for connecting the Client to the Internet Banking Service, but subject to Authentication.

7.2. In order to provide the Client with access to the “Infoservice” Service, the following actions are performed:

- an employee of the Bank or a Bank Agent advises an Authorized Person and assists him in registering an Authorized Number.

§2. Features of the Internet Banking Services

1. Terms and Procedure of the “Internet Banking” Service

1.1. For making non-cash payments through Internet Banking, only payment orders and payment requests are used as EPD. The Client 's account is serviced using other types of Payment documents by the Bank in accordance with procedure provided for in the Rules for Opening and Servicing a Corporate Client's Bank Account (Appendix No. 3 to the RBS Agreement), which provides for provision of original paper copies of documents to the Bank.

1.2. The list of specific operations that the Client is entitled to perform within the framework of Internet Banking is determined by the User's Manual (hereinafter referred to as the User's Manual), which the Bank posts up-to-date on the Bank's Website (www.octobank.uz). In addition to these Terms, the User's Guide also defines the procedure for access, use and procedures for performing operations by the Client in Internet Banking.

1.3. Mandatory conditions for using the Service are that an Authorized Person performs Authorization through the use of EDS of PSC /EDS and subsequent Authentication, accompanied by introduction of a username and password as Means of Identification.

1.4. The Bank's delivery of the EDS to the Authorized Person is carried out in Person on basis of an Act of Acceptance and Transfer of the EDS device for use by Internet Banking, signed by both Parties in form of Appendix No. 2 of these Terms.

1.5. Parties recognize the time zone of the Republic of Uzbekistan (UTC+5) as a single time scale when working with Internet Banking, and control time is the data of system clock of the hardware of the Central Bank of the Republic of Uzbekistan.

1.6. When making payments, the Client has the right to use instant payment system of the Central Bank of the Republic of Uzbekistan, which allows making payments 24/7, around the clock, except in cases of temporary suspension of payments by third parties due to preventive maintenance or system malfunction. The Bank is not responsible for the content, correctness of registration of the EPD, correctness of purpose of the payment, authority of persons making the payment and errors of the Client committed when using the instant payment system by the Client.

1.7. The procedure for making non-cash payments, other service rules, and limits of liability of the parties are determined by provisions of the RBS Agreement and the Rules for Opening and Servicing a Corporate Client's bank Account (Appendix No. 2 to the RBS Agreement).

1.8. The Bank suspends all transactions with the EDS of authenticated EPD and informs the Authorized Person in cases of detection of unauthorized use of EDS or suspicion of such use.

1.9. A prerequisite for the Client to receive services in Services is the Client's use of a serviceable computer, a device that supports Android operating systems (at least version 2.1) and/or iOS (at least 5.0) and is connected to worldwide Internet.

2. Within the Terms and Procedure of the Internet Banking Service, the Bank is obliged to:

2.1. If the Client complies with requirements of these Terms, provide the Client with Software and EDS;

2.2. Provide the Device with access to the Software by posting it on the Bank's Website.

2.3. To ensure the uninterrupted operation of the System and Service, subject to the Client's compliance with requirements of these Terms;

2.4. Receive EPD from the Client via communication channels daily from 09.00 to 15.30 hours, except weekends and holidays, and around the clock, in cases of using the instant payment system;

2.5. Provide the Service to the Client in a high-quality and timely manner, provided that the Client complies with requirements of the Terms.

2.6. Take measures to prevent unauthorized access to the System by third parties and comply with requirements of legislation on non-disclosure of banking secrets and non-disclosure of personal data;

2.7. To send, at the request of the Client submitted by him in the Service, information in electronic form about outgoing (from the Client) and incoming (to the Client's account) payments made during the Bank's business day.

2.8. To ensure the security, confidentiality and integrity of information transmitted when working in the Services, provided that the Client complies with all rules specified in the User's Manual;

2.9. Provide technical, informational and software support to the Client on use of the Service;

2.10. To ensure the safety of funds in Client's account after receiving an official written notification of the loss or possible unauthorized use of the EDS key or Device.

3. Within the framework of the Terms and Procedure of the Internet Banking Service, the Client is obliged to:

3.1. Comply with requirements set out in these Terms and User's Guide;

3.2. Use EDS of PSC and EDS properly, ensure the safety and protection of EDS of PSC and EDS, Identification Tools, and Devices, do not transfer them to third parties, and take precautions to prevent their theft, physical and electronic damage, and failure;

3.3. Immediately inform the Bank (in writing or verbally, including by telephone) about the change of an Authorized Person, Client's Representative, loss or possible unauthorized use of the EDS of PSC, EDS, identification tools or information about them to other persons;

3.4. Upon termination of the RBS Agreement, Agreement or termination of use of the Service, return the EDS to the Bank according to transfer certificate;

3.5. Comply with operating technology established in the System and Services, the procedure for entering and transferring Identification Tools, EPD and security mode. Comply with information security requirements when making calculations, receiving and exchanging documents and information Remotely;

3.6. When making electronic payments with EPD, use only the System, its Software, and Identification Tools;

3.7. Do not provide access to the Computer or Device for operating the System to any persons other than Authorized Persons;

3.8. Regularly check information about changes in User's Manual on Bank's Website (www.octobank.uz);

4. Within the framework of Terms and Procedure of the Internet Banking Service, the Bank has the right to:

4.1. Refuse to conduct an operation within the framework of the Internet Banking services in the event of:

– occurrence of situations provided for in the Rules for Opening and Servicing a Corporate Client's Bank Account (Appendix No. 2 to the RBS Agreement) and Instructions;

– unplanned replacement, repair, maintenance, etc. of equipment and/or software used by the Bank to provide the service, for a period of up to 24 hours (inclusive) – without prior notification to the Client, for more than 24 hours – with a notification posted on the Bank's corporate website (www.octobank.uz). If the above work is scheduled, for the duration of such work with prior notification posted on the Bank's corporate website (www.octobank.uz) at least 12 hours in advance;

– the presence of Card File-2 in the account;

– emergence of suspicions of illegality of transactions carried out by the Client using an electronic digital signature, or emergence of signs indicating the use of an electronic digital signature, electronic digital signature, or means of identification by an unauthorized person;

– detection of an error made by the Client when performing a transaction, indication of incorrect payment details, etc., as well as in the event of a conflict between the transaction and legislation of the Republic of Uzbekistan and the terms of this Agreement;

– rejection by Main Information Center (MIC) of the Central Bank of the Republic of Uzbekistan, of which the Bank notifies the Client through communication channels;

4.2. Block the Client's access to Internet Banking in the event of a violation of these Terms and Procedure and the Rules for opening and servicing a settlement account of an organization and an individual entrepreneur without forming a legal entity (Appendix No. 2 to the RBS Agreement); in the event of receiving information from state and law enforcement agencies about illegal use of the EDS of PSC, EDS, as well as from the moment of written or verbal notification by the Client of the invalidation of the EDS of PSC, EDS, Identification Means and/or after three consecutive attempts to register in Internet Banking using an incorrect password, as well as in other cases provided for by the RBS Agreement;

4.3. Suspend for a period of 3 to 15 banking days or refuse service using the Service until the Client has explained in writing the legality of operations performed, if transactions of a dubious nature and suspicious transactions are identified in accordance with procedure established by Regulations;

4.4. Unilaterally terminate the agreement by revoking access to the Service if there are reasonable suspicions of using the Service for purpose of legalizing income from criminal activities, financing terrorism and financing the proliferation of weapons of mass destruction.

5. Within the Terms and Procedure of the Internet Banking Service, the Client has the right to:

5.1. Unilaterally withdraw from this agreement by transferring to the Bank the original copy of the signed Application for termination of the Agreement on paper;

5.2. Make available payments in the Service;

5.3. Independently manage the funds held in the Account;

5.4. Receive information about transactions performed on the Account.

§ 3. Features of the “Infoservice” service

1. Terms and procedure of the “Infoservice” Service.

1.1. The “InfoService” service is a client information service system that provides background information about financial activities of the Client in the Bank through information delivery channels such as mobile phone, e-mail, landline, fax, etc., at the request of the Client, or at the initiative of the Bank.

1.2. The “Infoservice” uses **SMS** (Short Message Service), an electronic message in text format transmitted via the short message service of mobile operators operating in the Republic of Uzbekistan.

1.3. The Service has two subservices.

- **SMS Info subservice** allows the Client to receive information about status of bank accounts and transactions performed on them in form of SMS messages in real time via mobile communication.

- The **E-MAIL Info** sub-service allows the Client to receive information about status of bank accounts and transactions performed on them to appropriate e-mail address in real time via Internet e-mail.

1.4. The information is sent within 12 (twelve) hours from the moment of occurrence of a certain event on the account, and/or at the time specified by the Client in application;

1.5. Through electronic communication channels, the Bank sends Confidential Information to the Client about all transactions performed and movement of funds on the account, as well as about current status of the Client's account.

2. Within the Terms and Procedure of the “Infoservice” Service, the Bank is obliged to:

2.1. Connect the Client to the Service to the extent and through communication channels specified in the application. The connection is carried out within 3 (three) business days from the date of submission of the Application;

2.2. To send Confidential Information through communication channels and parameters specified by the Client in the application.

2.3. Suspend sending Confidential Information and/or additional Information to a mobile phone, landline phone, fax and/or e-mail address for the period requested by the Client.

3. Within the framework of the Terms and Procedure of the “Infoservice” Service, the Client is obliged to:

3.1. Immediately contact the Bank with a written request to suspend sending Confidential Information to the Client in case of detection or threat of unauthorized access to Confidential Information sent to the Client through the Service and subservices;

3.2. To make timely adjustments (updates) of registration information in case of changes in the phone number, e-mail address and other remote information parameters by submitting to the Bank a newly completed written Application containing the updated registration information;

4. Within the Terms and Procedure of the “Infoservice” Service, the Bank is entitled to:

4.1. To send news and advertising information to the Client through the Service and subservice to the phone number and/or email address specified in the Application;

4.2. To impose restrictions on number of requests per day for the Client to receive Confidential Information, as well as to suspend the Client's use of the Service in case of attempts to use requests beyond the limit (limit – 20 requests per day) and in case of receiving incorrect requests (more than two times in a row), which is one of the indicators of possible unauthorized access to the System;

4.3. In cases of signs of compromise, or for technical reasons, suspend the transmission of Confidential Information and/or additional information for a certain period of time, notifying the Client in advance.

5. Within the framework of the Terms and Procedure of the “Infoservice” Service, the Client has the right:

5.1. Receive Confidential Information and information about technology, operation of the Service and the System, and about changes related to operation and capabilities of the System;

5.2. To cancel the Service by sending a written notification to the Bank in advance.

§ 4. Other provisions

1. Remuneration of the Bank.

1.1. The provision of services by the Bank to the Client under the Terms is of a reimbursable nature, and is paid by the Client at the prices specified in the Tariffs (Appendix No. 7 to the RBS Agreement).

1.2. The procedure for payment by the Client for services related to the Services is regulated by the RBS Agreement and the Rules for Opening and Servicing a corporate client's bank account (Appendix No. 2 to the RBS Agreement).

2. Modification and termination

2.1. Modification and termination of this agreement, with exception of changes affecting tariff changes, is possible by agreement of the Parties, unilaterally on the grounds and in accordance with procedure defined in the RBS Agreement, these Terms and current legislation of the Republic of Uzbekistan.

3. Validity of regulations and other conditions

3.1. These Terms and Procedure come into force in form of an agreement between the parties, from the moment the RBS Agreement enters into force.

3.2. In the part not regulated by the Terms, the relations of the parties are governed by norms of the RBS Agreement, norms of its Rules for Opening and Servicing a corporate client's bank Account (Appendix No. 2 to the RBS Agreement).

3.3. The text of these terms and procedure is published on the Bank's Website www.octobank.uz, and placed on the stands of the Bank.

Appendix No. 4

to the Remote Banking Service Agreement

Rules for provision of Internet acquiring services by JSC “Octobank”

1. GENERAL PROVISIONS

1.1. These Rules for Provision of Internet Acquiring Services in JSC “Octobank” (hereinafter referred to as the Rules), posted by JSC “Octobank” (hereinafter referred to as the Bank) on the Internet at www.octobank.uz (hereinafter referred to as the Bank's corporate website), are the rules governing the relationship between the Bank and Merchant in provision of Internet acquiring services, and they are an integral part of the Internet Acquiring Agreement.

1.2. These Rules are not a public offer. They belong to the Bank's additional package of services and become an integral part of the RBS Agreement upon entry into force in accordance with Section 2 of the RBS Agreement and paragraph 3 of the Rules. The Merchant has the right to join the RBS Agreement in whole or in part, which will mean receiving a set of all or part of the banking services regulated by the relevant Appendices of the RBS Agreement. The accession to these Rules is carried out only on condition that the Merchant, who is a Client, joins the RBS Agreement.

1.3. The Rules come into force and acquire the legal force of an Agreement supplementing the RBS Agreement from the moment the Bank accepts the Bank, after the Merchant joins these Rules and submits to the Bank a duly executed Application for opening an account, joining and receiving other services (Appendix No. 1 to the RBS Agreement) or an Application for changing the composition of services (Appendix No. 2 to the RBS Agreement). Such transfer of the Merchant's document is equivalent to his contacting the Bank with an offer (Client's Offer) to conclude an Agreement with the Bank, which implies the consent and acceptance by the Merchant of the terms of these Rules as a whole, without any exceptions, reservations and conditions.

1.4. The Merchant's adherence to the Rules and the procedure for concluding the Agreement comply with the rules and requirements provided for in articles 107, 360, 366, 366, 367, 370 of the Civil Code of the Republic of Uzbekistan, and means the conclusion of an Agreement between the Bank and the Merchant in compliance with requirements for written form of the agreement.

1.5. The Bank's acceptance and, accordingly, the date of the Agreement is considered to be the date of the occurrence of the first of the following events:

- the date on which the Bank sends the Merchant a notification of conclusion of the Agreement (the Bank's acceptance of the Client's offer) sent to the e-mail address or contact phone number of the authorized representative of the Merchant specified in the Merchant's offer;

- date when the Bank connected the E-POS terminal for the Merchant;

1.6. The deadline for Bank's acceptance may not exceed 10 (ten) business days from the date of acceptance of the Offer for consideration;

1.7. If, after 10 (ten) business days from the date of receipt of the Offer, the Bank has not performed the actions provided for in paragraph 5 of these Rules, the Agreement is considered not concluded. At the same time, the Bank does not need to send any messages about the refusal of acceptance;

If, after the Bank sends the notification provided for in paragraph 5 of the Rules, the Merchant in any form expresses a refusal to connect the E-POS terminal, the Agreement is considered terminated from the date when the Bank received this refusal.

An additional confirmation of the Merchant, indicating his familiarization and agreement with the terms of the Rules, is the Merchant's first entry into the Personal Account or the execution of the first operation.

1.8. The Merchant is obliged to regularly check the Bank's corporate website for changes to the Rules. In addition to posting information on the Bank's corporate website, the Bank has the right to send notifications of changes to the Merchant's email address specified in the Merchant's Offer.

1.9. The Bank does not accept Merchants whose websites do not comply with the requirements specified in Appendix No. 3 to these Rules and the current legislation of the Republic of Uzbekistan. The Bank has the right to conduct periodic inspections (at least once a quarter) to ensure that the Merchant's activities comply with requirements of the legislation and these Rules. In case of inconsistencies, the Bank has the right to suspend provision of services until violations are eliminated or terminate the Agreement unilaterally.

1.10. For the purpose of proper verification and compliance support, the Bank employee has the right to request documents from the Merchant confirming the implementation of his activities in the field of electronic commerce and its compliance with the established requirements. The requested documents can be provided as paper copies or scanned files. The Bank employee also has the right to request any additional documents, including registration data, financial statements, contracts with Merchants and business information necessary for making a decision on the provision of e-commerce services.

2. TERMS AND DEFINITIONS

2.1. Authorization is a procedure for requesting and then receiving consent from the Acquirer to conduct an operation using a Card/electronic payment method and/or a Token to pay for the Goods.

2.2. Acceptance is an action of the Bank aimed at accepting the Merchant's offer, carried out in accordance with procedure and on terms established by these Rules.

2.3. Bank card (Card) is payment instrument mean that provides its holder with opportunity to make payments through payment infrastructures, including via the Internet, or to receive cash or exchange currency and perform other operations established by the issuer of the bank card.

2.4. The currency of Goods is the currency in which the price for the Goods for which Payments are made is expressed.

2.5. The currency of mutual settlement is the currency in which settlements are made between the Bank and the Merchant, with exception of remuneration of the Bank separately stipulated in these Rules.

2.6. Refund of Payment — refund to the Payer of the Payment amount and/or part of the Payment amount on the day of sending the Payment notification to the merchant, as well as the full or partial Payment amount at any time after the day of sending the Payment notification to the merchant.

2.7. Security Deposit (Deposit) – the Merchant's funds in Currency of mutual settlement, held in the Bank account, intended to ensure the fulfillment of the Merchant's obligations to the Bank. The deposit is formed by depositing a fixed amount by the Merchant (Non-deductible balance). The Deposit funds are used to cover Disputed Payments (Chargebacks/Disputes), refunds, fees, fines, and other expenses incurred by the Bank due to or in connection with the Merchant's activities.

2.8. The Internet Acquiring Agreement (hereinafter referred to as the Agreement) is a set of the following documents: an Offer duly executed by the Merchant, these Rules with its Appendices, as well as other additional agreements and appendices thereto concluded by the Parties in writing as part of the execution of the Agreement.

2.9. Online Acquiring is a service provided by the Bank that allows Merchants (online stores, online services, etc.) to accept Payments via the Internet using Cards/electronic payment methods and/or Tokens.

2.10. Personal Account is an API interface that is hosted and/or accessible on the Internet and allows the Bank and/or Merchant to access data and statistical information, order details, and Payment.

2.11. LPS – local payment systems of the Republic of Uzbekistan, such as, but not limited to: Humo and UzCard.

2.12. Merchant ID is a unique identification number that is assigned to the Merchant by the Bank.

2.13. Fraudulent transaction is a Payment made without the Payer's consent or made without a Payment order, including using a fake Card/electronic payment method and/or Token, as well as malicious computer programs, etc.

2.14. MPS — payment systems such as, but not limited to: MasterCard, Visa, Union Pay. The specific list of IPS, whose Cards can be accepted for payment, or for crediting, to which a Payment Order can be given, is determined by the Bank, notified to the Merchant in the Terms of Service and/or on the Service's website, and may be changed unilaterally by the Bank at any time.

2.15. Invalid transaction is a Payment made in violation of terms of these Rules.

2.16. LTI processing is implementation by a Merchant of one or a set of actions to collect, systematize, store, modify, supplement, use, provide, distribute, transfer, depersonalize and destroy Information of limited circulation, as defined in the Laws of the Republic of Uzbekistan "On Banking Secrecy" and "On Personal Data".

2.17. Bank's mark in an Offer is an official record that a Bank employee puts on the Offer after it is accepted for consideration. This mark serves as confirmation that the Bank has received the Offer and has begun its consideration.

2.18. Cancellation of Payment is a refund by the Bank to the Payer of the full amount of Payment no later than the day the Merchant is notified of the Payment based on Merchant's order, transmitted in a manner technically available at the time of the Cancellation of the Payment from those described on the Bank's Website and/or available in Personal Account.

2.19. Offer is a written statement from the Merchant containing an offer to the Bank to conclude an Agreement on terms of these Rules, duly drawn up and filled out in accordance with Appendix No. 1 to these Rules.

2.20. Payer is an individual/legal entity who holds a Card and/or electronic payment means and acts as a buyer of the Merchant's Goods or a person authorized by them.

2.21. Information Exchange Protocol is a protocol for data transfer between the Bank and the Merchant when making Payments.

2.22. Merchant's Settlement Account is a bank account opened with the Bank, which is used to transfer funds received from Payers for Goods through the Service, as well as to conduct settlements between the Bank and the Merchant under the Agreement.

2.23. Payment Register is an electronic document or file generated by the Bank containing structured information about Payments made, including information about the Payer, date and time of Payment, amount, processing status, as well as other necessary information intended for accounting, reconciliation and settlement between the Bank and the Merchant.

2.24. Service is a set of legal relations that arise between the Merchant and the Bank through the use of application software and hardware within the framework of contractual relationships in order to provide the Merchant with services for accepting Payments using the System and crediting the funds received to the Merchant's Current Account.

2.25. Specialized computer software product (hereinafter referred to as the "System") is a product designed and intended for information and technological interaction between the Payer, the Bank and the Merchant, in particular: organization of receiving and processing information on Payments made from a Card and/ or electronic means of payment for Goods, including providing the Merchant with ability to receive information about transfer of funds from the Payer's accounts to the Merchant's Checking Account.

2.26. Limited Turnover Information (LTI) is a personal data and information constituting the Payer's banking secrecy.

2.27. Means of electronic payment is an electronic medium containing information and allowing the payer to make a Payment, as well as perform other operations stipulated by the agreement between the Payer and the Issuer, such as, but not limited to, Apple Pay, Google Pay, Samsung Pay.

2.28. Transaction (Payment) is an order for a non-cash payment made by the Payer using a Card/electronic payment method or a Token in favor of the Merchant for purchased Goods.

2.29. Merchant is a legal entity and/or an individual who carries out business activities without forming a legal entity (individual entrepreneur), sells Goods through the use of worldwide Internet in course of e-commerce, accepts Payments and enters into an Agreement with the Bank.

2.30. Goods is a collective term meaning goods, services, intellectual property rights, and works sold by a Merchant.

2.31. A token is a unique value generated by the Bank that replaces Card data and/or electronic payment means when making Payments. The token does not contain LTI and does not allow you to restore the original Card data, ensuring the security of Payments.

2.32. Tokenization is the process of generating a Token by the Bank.

- 2.33. Acquirer** is a Bank that settles Payments made using Cards/electronic payment methods and/or Tokens.
- 2.34. E—commerce** is the purchase and sale of Goods carried out in accordance with an agreement concluded using information systems.
- 2.35. The Issuer** is a bank and/or a legal entity that issues Cards and/or electronic payment means, which carries obligations on its behalf to Payers and Acquirers to exercise their rights to settle payments using Cards and/or electronic payment means.
- 2.36. API OCTO** is an information exchange protocol between the Bank and the Merchant, hosted on the Internet (including the octo.manager pages.uz and merchant.octo.uz/register).
- 2.37. Chargeback** is an operation to refund the Payment amount to the Issuer, executed in case the Payer refuses a previously made Payment for reasons, but not limited to, such as non-receipt of Goods, their non-compliance with the description, double debit, fraud, or failure by the Merchant to fulfill obligations to Refund the Payment, while the MPS debits a Bank account opened with a foreign bank, and the Acquirer debits from the Merchant's Current Account, or deducts the Refund amount from the amount to be covered to the Merchant's Current Account.
- 2.38. EPOS terminal** is a virtual payment terminal registered in the Bank's system for accepting Payments via the Internet acquiring network.
- 2.39. KYC** is a set of Merchant identification and verification procedures used by the Bank.
- 2.40. MWS (Merchant Web Services)** is an interface for secure interaction of the automated information system of the Merchant and the Bank via the Internet in accordance with the HTTP protocol.
- 2.41. MCC** is the Merchant's category code.
- 2.42. One-Time Password (OTP)** is a one-time code used for authentication and identification of the Payer when sending a Payment order and/or Tokenization.
- 2.43. HTTP protocol** is an information exchange protocol between a Bank and a Merchant hosted on the Internet.
- 2.44. PCI DSS** is a payment card industry data security standard that sets requirements for protection of confidential bank card information during processing and storage.
- 2.45. SSL (Secure Sockets Layer)** is a cryptographic protocol that provides protection for data exchange on the Internet due to the following elements: authentication of exchange keys, and data encryption to preserve confidentiality.
- 2.46. 3DSecure** is a technology for authentication and identification of the Payer during Payment and/or Tokenization, carried out in accordance with international payment system standards. Within the framework of this technology, authentication and identification of the Payer is carried out on the Issuer's server.

3. GENERAL PROVISIONS

- 3.1. The Bank, for a fee, provides the Merchant through the Service with services for processing and accepting Payments from Payers made during the online sale of Goods as part of the Merchant's e-commerce.

3.2. Merchants located exclusively within the Republic of Uzbekistan and complying with the Bank's identification requirements (including KYC procedures) and these Rules may use the Internet acquiring Service, to accept Payments.

3.3. Currency of Goods and Currency of Mutual Settlements under the Agreement for the Merchant's Goods are set out in an Offer.

3.4. To account for Payments and monitor the Merchant's activities in the system octo.manager.uz the merchant registers on resource merchant.octo.uz/register and receives a unique Merchant ID identification number, which is used to identify the Merchant in the system octo.manager.uz .

3.5. The Bank refuses to cooperate with Merchants engaged in activities related to money laundering and terrorist financing:

- Persons included in the sanctions lists of the United Nations, FATF, OFAC, EU and other international organizations;
- Charities and non-profit organizations registered in countries with a high risk of money laundering;
- Individuals and organizations that knowingly provide false documents or refuse to provide information at the request of the Bank.

3.6. The Bank does not process Payments related to the sale or display of any information/links regarding certain categories of goods (works, services) specified in Appendix No. 3 to these Rules.

3.7. Provision of the EPOS Terminal to the Merchant is subject to provision by the Merchant of one of the following certificates and/or a package of certificates in the field of information and payment security recognized by the Bank:

- PCI DSS;
- ISO 27001, ISO 9001, NIST 800-53; SOC 2 Type II.

3.8. After passing through all Merchant verification procedures, including, but not limited to, identification procedures, KYC, provision of necessary certificates in the field of information and payment security, as well as in compliance with the requirements of these Rules, the Bank has the right to provide the Merchant with opportunity to accept Payments using a Token, subject to compliance with the Bank's information security requirements.

3.8.1. In the event of a Chargeback and/or Refund for Payments processed without the use of multi-factor authentication of the Payer, the Merchant is responsible for financial risks, damages and penalties incurred in connection with such Payments.

3.8.2. In case of hacking, data leakage or malfunction in the Merchant's infrastructure, resulting in unauthorized Payments, the Merchant is responsible.

3.8.3. All fines imposed by the LPS and MPS, including for the Merchant's lack of one of the certificates in the field of information and payment security set out in clause 3.7 of these Rules, are paid at the Merchant's expense.

3.9. The Bank undertakes to:

- 3.9.1. notify the Merchant of the Payment in real time in favor of the Merchant in accordance with Protocol of Information Exchange;
- 3.9.2. to process Payments as soon as possible;
- 3.9.3. ensure uninterrupted operation of the System and acceptance of Payments 24/7 (twenty-four hours and seven days a week);
- 3.9.4. to ensure a full transfer of Payments accepted to the Merchant's name within the time limits stipulated by these Rules;
- 3.9.5. ensure the protection of LTI using SSL, and use OTP and/or 3D Secure through the System during Tokenization and/or Payment processing in favor of the Merchant;
- 3.9.6. to organize effective interaction with the Merchant regarding the implementation of these Rules and maintaining the necessary document management.

3.10. The Merchant undertakes to:

3.10.1. ensure the availability of a website and/or a window in mobile application that directs to the Bank's information environment designed to accept Payments for Goods sold.

At the same time, Merchants who have a valid PCI DSS security certificate can accept Payments through their own information environments in compliance with the Bank's requirements and applicable legislation, which is a prerequisite for E-commerce activities.;

3.10.2. familiarize yourself with the terms of these Rules, tariff terms and procedure for connecting Internet acquiring;

3.10.3. recognize the Payers' monetary obligations to the Merchant as fulfilled from the moment the Bank sends the Payment Notification to the Merchant, except for occurrence of a Refund or Cancellation of the Payment;

3.10.4. if the Bank's request is received (at conclusion of the Agreement or in process of its execution), provide security for fulfillment of obligations in form of a Guarantee Deposit. The amount and irrevocable balance of the Deposit are fixed in the Offer or Supplementary Agreement. If the limit is not set, it is considered to be zero until the Bank issues the request;

3.10.5. pay the Bank the fees related to provision of services in accordance with tariff terms of these Rules. The commissions paid in accordance with terms of these Rules will not be refunded to the Merchant in case of termination of the Agreement. The Merchant recognizes the Bank's right to change these tariff conditions unilaterally.

3.10.6. independently resolve any claims of the Payers, with exception of claims related to Invalid or Fraudulent Transactions. If outcome of consideration of such a claim is a decision to refund the amounts of Payments received, the Merchant will refund the Payment provided for in these Rules;

3.10.7. notify the Bank of planned change in the list of Goods sold no later than 5 (five) business days before the planned date of changes;

3.10.8. not to sell Goods prohibited for sale in accordance with legislation of the Republic of Uzbekistan, as well as Goods prohibited for sale via the Internet in accordance with the Rules of Electronic Commerce (PCM of the Republic of Uzbekistan No. 185 dated 02.06.2016) and rules of the Ministry of Internal Affairs/LPS;

3.10.9. reimburse the Bank for all amounts of all sanctions (fines, etc.) imposed by government agencies / courts, as well as MPS / LPS as a result of the Trader's failure to comply with provisions of applicable legislation, in particular, legislation on personal data protection, banking secrecy, these Rules, the rules of LPS / MPS, including, but not limited to, exceeding the permissible amount of Chargeback, fraudulent activity ("frauds"), international activity ("cross-border");

3.10.10. provide the Bank without undue delay with all necessary documents and confirmations for compliance with rules of the MPS / LPS, including, but not limited to, the need to register the type of business and Merchant in the MPS (if required by the MPS);

3.10.11. comply with one of the standards in the field of information security set out in paragraph 3.7. of these Rules and ensure internal audit procedure is carried out at least once every 6 months in accordance with these standards, as well as LPS/MPS standards;

3.10.12. ensure the provision of documents and other relevant information requested by the Bank, including at the stage of declaring the Merchant insolvent, in connection with the Chargeback, within 24 (twenty-four hours);

3.10.13. appoint an employee(s) responsible for interaction with the Bank and document management. In the event of a change in person responsible for interacting with the Bank, the Merchant undertakes to notify the Bank in writing within 3 (three) business days, specifying the new responsible employee(s) and contact information.

3.10.14. do not use the Bank's services to accept Payments related to prohibited activities, as well as do not conduct business with clients subject to relevant restrictions specified in Appendix No. 3 to these Rules.

3.10.15. not to participate in actions that fall under the signs of corruption, including giving, receiving, offering or promising bribes to both Bank employees and third parties.

3.10.16. do not enter into contractual relations with individuals or legal entities included in the sanctions lists of international organizations (including, but not limited to, the UN, EU, OFAC lists).

3.10.17. ensure compliance with export control restrictions, including the transfer of technologies, software and equipment subject to such restrictions.

3.10.18. upon request of the Bank, immediately provide information confirming compliance with the above obligations.

3.10.19. In case of receiving a request to replenish the Deposit and/or a draft agreement on changing its minimum amount, the Merchant is obliged to sign the documents and replenish the Deposit within the period specified in the request. The obligation arises from the moment of receipt of an e-mail (request), regardless of the format of provision (electronic or paper).

3.11. The Bank has the right to:

3.11.1. request additional information and documents from the Merchant confirming its financial stability and integrity, including, but not limited to, financial statements, certificates of current accounts, documents disclosing the ownership structure, as well as other information and materials necessary for the Bank to conduct a risk assessment and make a decision on the Merchant's involvement.

3.11.2. at its discretion, set and change the minimum amount of Security Deposit, including based on the number of Disputes /Chargeback and/or questionable / suspicious transactions of the Merchant;

3.11.3. terminate provision of services to the Merchant in accordance with these Rules by notifying the Merchant no later than the day of such termination;

3.11.4. restrict the availability of various Payment acceptance methods depending on the Information Exchange Protocol used by the Merchant;

3.11.5. The Bank has the right, without acceptance (indisputably), to debit (withhold) funds from any Merchant's accounts opened with the Bank (including the Security Deposit), as well as from the amounts due to the Merchant for crediting, in order to repay:

a) erroneously credited amounts;

b) amounts of Refunds, Cancellations and reasonable Disputes (Chargeback);

c) remuneration (commissions) of the Bank;

d) any fines, penalties and sanctions imposed on the Bank by Payment Systems or Partners due to the fault of the Merchant;

e) any other expenses and losses of the Bank.

3.11.6. use funds from the Merchant's Current Accounts opened with the Bank to make Refunds in the event of a Chargeback and/or invalidation of the Payment/Fraudulent Transaction, as well as to pay off other expenses of the Bank, including fines and penalties provided for in these Rules;

3.11.7. request any documents from the Merchant, such as financial statements, contracts with Payers, business information, in order to make a decision on provision of Services;

3.11.8. to deduct without acceptance from the amount of Payments due to the Merchant the amounts of termination of payments, Refunds, remuneration arrears, as well as the amount of fines paid by the Bank, imposed by the LPS/MPS due to the fault of the Merchant;

3.11.9. The Bank has the right to require the Merchant to Refund Payments deemed Fraudulent or Invalid during the term of the Agreement, as well as within 180 (one hundred and eighty) days from the date of its termination. The LPS/MPS Rules may provide for longer periods for recognizing Payments as Fraudulent or Invalid transactions and for their refund by Merchants;

3.11.10. in case of identification of doubtful, suspicious or non-compliant Payments, the Bank has the right to temporarily suspend their acceptance for up to 10 (ten) days and request from the Merchant justifying acceptance of such Payments, as well as additional documents and information. If the Bank detects acceptance of Payments prohibited by law and these Rules, or if the Merchant fails or fails to provide documents justifying or confirming the legality of accepting Payments within 3 (three) business days from the date of notification, the Bank has the right to stop processing Payments and stop providing services to the Merchant by terminating the Contract in accordance with the procedure provided for in these Rules;

3.11.11. send to the Merchant advertisements and offers about new or additional services of the Bank that it provides, including, but not limited to, information about new products, promotions and special offers. Such messages can be sent by e-mail, via SMS, instant messengers or by other means established by the Bank;

3.11.12. in order to comply with anti-money Laundering and Terrorist Financing (AML/CFT) requirements, as well as in accordance with the Bank's internal policies, prohibit the servicing of Merchants operating in prohibited categories;

3.11.13. to verify the Merchant's activities for compliance with established internal requirements, including verification of the origin of Payments and the Merchant's counterparties.

3.11.14. In case of detection of non-compliance of the Merchant's activities with the requirements specified in these Rules, the Bank has the right:

- suspend Payment Processing;
- terminate the contract unilaterally;
- transfer information about violations to competent authorities in accordance with legislation of the Republic of Uzbekistan.

3.11.15. unilaterally suspend or terminate Payment acceptance in case of non-fulfillment or improper fulfillment by the Merchant of obligations to replenish the Guarantee Deposit within the time limits specified by the Bank.

3.12. The Merchant has the right to:

3.12.1. independently determine the procedure (terms and conditions) for refusal of Goods, taking into account the following: The Payer has the right to refuse both all and part of the Goods paid using a Card / electronic payment method and/ or a Token;

3.12.2. independently determine the procedure (methods and deadlines) for return of Goods paid using electronic payment Cards / means and / or Tokens, taking into account the following: refund of the amount paid for the Goods is carried out only to the Card / means of electronic payment of the Payer with which the Goods were paid. The refund of amount paid for the Product using the Token is carried out by the Bank to the Payer's Card based on Merchant's information about the Payer. The Payer has the right to return both entire Product and part of the Product paid for using a Card/electronic payment method and/or a Token.

4. REMUNERATION OF THE BANK, SETTLEMENT PROCEDURE AND DEPOSIT ACCOUNTS

4.1. For services provided by the Bank as part of fulfillment of terms of these Rules, the Merchant pays the fees specified in the Offer.

4.2. The Bank charges remuneration for provision of services at the time of transfer of funds to the Merchant for processed Payments. The Remuneration is deducted from the Payment amount after deducting the Bank's commission, and remaining amount is credited to Merchant's Current Account opened with the Bank in Settlement Currency.

4.3. The Merchant does not have the right to charge remuneration from Payers or impose any additional costs on them in connection with making Payments through the System.

4.4. The amounts of Payments are credited to the Merchant within 5 (five) business days from the date of payment by Payer for Merchant's Goods.

4.5. Bank's obligation to transfer funds to the Merchant is considered fulfilled from the moment the corresponding amount is credited to the Merchant's account.

4.6. The Bank has the right to increase the amount of irreducible balance in the Deposit until the Chargeback is fully covered, and by notifying the Merchant of application of changes, if:

4.6.1. The Merchant opens a new point of sale of the Goods;

4.6.2. The volume of Payment acceptance increases by more than 25% compared to the monthly average volume of Payment acceptance calculated from the volume of Payment acceptance for the last 3 (three) months;

4.6.3. The Merchant changes the field of activity or supplements the existing activity with a new field;

4.6.4. The Bank identifies a significant volume of suspicious transactions in accordance with legislation of the Republic of Uzbekistan and the Bank's internal rules. A significant volume of suspicious transactions is defined as exceeding by 5% the level of fraud activity set by the Bank or MPS/LPS during the reporting period.

4.7. The Bank does not pay interest (remuneration) on funds held in the Deposit Account.

4.8. In case of non-fulfillment or improper fulfillment by the Merchant of any of obligations stipulated in the Agreement, the Merchant explicitly and irrevocably authorizes the Bank to recover the amount of equivalent of unfulfilled or improperly fulfilled obligation from any Merchant's Settlement Account opened with the Bank. If the funds in Merchant's Current Accounts are insufficient or cannot be recovered by the Bank for any reason, the Bank has the right to request the Merchant to replenish the Deposit Account for missing amount.

4.9. The Merchant shall transfer the required amount to the Deposit Account within a period not exceeding 10 (ten) days from the date of receipt of the Bank's request to replenish the Deposit Account. Otherwise, the Bank has the right to suspend Payment processing.

4.10. Upon termination of the Agreement, the Bank returns the remaining funds from the Deposit Account to the Merchant within 180 (one hundred and eighty) calendar days after the last Transaction. This period is necessary to ensure coverage of possible Disputed Chargeback transactions that may be initiated by Payers during this period.

4.11. The Bank deducts the amounts for making Refunds, as well as the amounts for lost Disputes, from subsequent deposits to the Merchant's address. If such deposits are insufficient, the Merchant is obliged to transfer the missing amount to the Bank's account within 3 (three) business days from the date of receipt of the request.

5. REFUND AND CANCELLATION PROCEDURE

5.1. The transfer of orders for Refund and Cancellation of Payments in real time is possible through the Personal Account or in any other way agreed by the Parties.

5.2. A Merchant who has implemented MWS and sent an e-mail notification to the Bank about readiness to use it or using the API OCTO as an Information Exchange Protocol has the right to initiate Refund or Cancellation of Payments that are made on basis of the Merchant's order issued in accordance with MWS/API OCTO.

5.3. Refunds and Cancellations through the Personal Account are carried out in accordance with functionality of Personal Account. Refund Orders/Cancellation of a Payment submitted through a Personal Account, which is logged in with correct authorization data of the Merchant, is equivalent to the Merchant's handwritten order.

5.4. Refund of Payment does not entail the Bank's obligation to refund to the Merchant the amount of remuneration received for notifying the Merchant of this Payment.

5.5. It is allowed for the Merchant to send several orders to the Bank for refund of parts of amounts of the same Payment, if their total amount does not exceed the amount of this Payment. The Bank deducts the amount of Payments returned to the Payers from the amount of Payments to be transferred by the Bank to the Merchant. If the amount of such Payments is insufficient to make deduction in full, the Merchant shall transfer the missing amount to the Bank within 3 (three) business days from the date of receipt of relevant request from the Bank, sent by e-mail or on paper.

5.6. Payment cancellation is carried out through the Personal Account within 24 (twenty-four) hours after the Payment is made by the Payer and exclusively for full amount of Payment. Cancelled Payments within the time limits specified in clause 6.5 are not considered completed and are not included in the Register of Payments.

5.7. The Merchant has the right to make a full or partial Refund of Payment through his Personal Account at any time after making the Payment. When making a Refund, operations for crediting and debiting funds are included in Payment Register.

5.8. By making a Refund, the Merchant may deduct from the Payer the allowable fines in accordance with agreement concluded with the Payer.

5.9. It is not allowed for the Merchant to refund the payment to the Payer in cash.

5.10. Refund of Payment in accordance with this clause does not entail the Bank's obligation to refund to the Merchant the amount of remuneration received for making the Payment in favor of the Merchant.

5.11. In all other cases, if necessary, the Refund is made by the Merchant without Bank's participation.

5.12. Possibility of Refund or Termination of Payment at the Merchant's initiative depends on Payment method specified in an Offer.

5.13. The Bank has the right to suspend the crediting of funds received from Payers to the Merchant's account, and to withhold funds already transferred to the Merchant's account from the funds to be transferred by the Bank to the Merchant, as well as from the Deposit amount in following cases:

5.13.1. the payment falls under the signs of a Fraudulent or Invalid Transaction;

5.13.2. The Merchant does not comply with Bank's requirement to provide documents confirming the fulfillment of its obligations to the Payer, delivery (shipment) of goods, performance of services, for doubtful or suspicious Payments;

5.13.3. in accordance with procedure provided for in the Instructions for Suspending or Refusing Payments;

5.13.4. when the Bank has received information indicating that the Payment is questionable or suspicious;

5.13.5. in other cases stipulated by rules of Internet acquiring and/or legislation of the Republic of Uzbekistan.

5.14. In case of insufficient funds to make a full deduction, the Merchant transfers the missing amount to the Bank within 3 (three) business days from the date of receipt of relevant request from the Bank.

5.15. In the same manner, the Bank has the right to withhold/require the transfer of any amounts of expenses incurred by it in connection with recognition of Payment as Fraudulent/Invalid operations.

5.16. The Bank has the right to require the Merchant to refund the amounts of Payments recognized as Fraudulent or Invalid transactions during the term of the Agreement, as well as 180 days from the date of its termination. The LPS/MPS Rules may provide for longer periods for recognizing Payments as Fraudulent or Invalid transactions and for their refund by Merchants.

6. FEATURES OF CARD OPERATIONS

6.1. The Bank performs all actions necessary to register the Merchant in information system for accepting Payments and settlements using Cards, if this payment method is agreed upon for the Merchant in accordance with the Offer. The decision on registration or refusal of registration is made 10 (ten) business days after conclusion of the Agreement. The Bank is not responsible for any losses incurred by the Merchant related to refusal to register the Merchant and make settlements on Payments using Cards in his favor.

6.2. The Bank undertakes to ensure information technology interaction between the Parties when making Payments using Cards, including:

- receiving electronic messages from the Merchant and sending them to the System with requests for Authorization;
- receiving electronic messages with Authorization results from the System and transmitting them to the merchant.

6.3. The Bank undertakes to settle Payments with the Merchant using Cards in accordance with procedure established by these Rules.

6.4. The Merchant is obliged to provide the Bank with information about Goods sold by the Merchant, a description of payment procedure for Goods, procedure for providing Goods to individuals, as well as procedures for refusal and return of Goods, within 3 (three) days from the date of receipt of relevant request from the Bank.

6.5. If the Payer or the Issuer objects to a Payment made using the Card, the Bank has the right to request information and documents from the Merchant confirming the Merchant's correct fulfillment of its obligations under the Agreement, as well as the correct fulfillment of its obligations to the Payer. The Merchant undertakes to provide the requested information and documents in form and volume determined by the Bank, within no more than 3 (three) business days from the date of receipt of request from the Bank.

6.6. Upon request, the Bank may provide information about the Merchant to the MPS/LPS (including legal/postal address, telephone/fax numbers, e-mail addresses, website, Bank details, etc.).

6.7. In case of collection of fines, commissions and other payments from the Bank (in accordance with the MPS/LPS rules) in connection with commission of Invalid/Fraudulent Transactions, as well as in other cases where a fine/commission is imposed due to circumstances for which the Bank is not responsible, the Merchant is obliged to reimburse the Bank for amount of fines/commissions paid by the Bank in accordance with procedure established by these Rules.

7. RESPONSIBILITY OF THE PARTIES

7.1. The Parties are responsible for non-fulfillment or improper fulfillment of obligations under these Rules in accordance with Law of the Republic of Uzbekistan "On contractual legal framework for activities of business entities" and other regulatory legal acts of current legislation of the Republic of Uzbekistan.

7.2. The Parties shall not be liable for losses and other consequences resulting from circumstances excluding liability, such as force majeure (section "Force Majeure" of this Agreement) or other circumstances beyond the control of the Parties.

7.3. The Bank's area of responsibility is limited only by responsibilities reflected in these Rules. The Bank is not responsible for technical failures in the Service, as well as for legislative and other restrictions that led to temporary or complete termination of provision of Services due to the fault of a third party.

7.4. The Bank is not responsible to the Payers for improper fulfillment by the Merchant of his duties for sale of Goods.

7.5. If the Merchant delays payment for services provided by the Bank, the Merchant pays the Bank a penalty in amount of 0.1% of overdue payment amount for each day of delay, but not more than 10% of overdue payment amount. The payment term is determined by the date of posting the payment documents through the Bank.

7.6. In case of non-fulfillment or improper fulfillment of its obligations by the Bank, the Bank undertakes to pay the Merchant a penalty in amount of 0.1% of the amount of unfulfilled obligation for each day of delay, but not more than 10% of the amount of unfulfilled obligation.

7.7. The Merchant is responsible for accuracy of the information provided to the Bank in accordance with the Agreement, including regarding the list of Goods sold through the Website.

7.8. Payment of fines and/or penalties by one Party to the other Party does not release the Parties from fulfilling their obligations under this Agreement.

7.9. The Merchant confirms that he has the necessary grounds, in accordance with requirements of legislation of the Republic of Uzbekistan, for transferring data to the Bank, including the Payer's LTI for purposes stipulated in the Agreement. The Merchant guarantees that it will notify the Payers making payments through the Website for the Goods about transfer of the LTI to the Bank for processing when accepting Payments.

7.10. When executing these Rules, each of the Parties is obliged to comply with requirements of the current legislation of the Republic of Uzbekistan, and bears independent responsibility for this.

7.11. The Merchant is fully responsible for compliance with restrictions established by these Rules and ensures that its activities comply with legislation of the Republic of Uzbekistan and requirements of the Bank.

7.12. In case of violations, the Merchant undertakes to reimburse the Bank for all costs, fines and sanctions imposed by government agencies or international organizations in connection with non-compliance with restrictions established by these Rules.

7.13. The Merchant undertakes to notify the Bank immediately in the event of a change in nature of its activities or addition of new areas of activity in order to be retested for compliance with AML/CFT requirements.

8. FORCE MAJEURE

8.1. The Parties are released from liability for partial or complete non-fulfillment of obligations under this Agreement, if this non-fulfillment was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of circumstances of an extraordinary nature that the Parties could not have foreseen or prevented. Force majeure circumstances are understood as: floods, fires, earthquakes, actions or omissions of government agencies, epidemics and other natural phenomena, war or military operations, computer failures, as well as disconnection of communication channels and power supply for reasons beyond the control of the Parties.

8.2. Upon occurrence of circumstances specified in clause 9.1 of these Rules, each of the Parties must notify the other Party in writing within 5 (Five) calendar days. The Party referring to force majeure circumstances must immediately provide the other Party with official documents issued by the competent State authorities certifying the existence of these circumstances and, if possible, assessing their impact on the Party's ability to fulfill its obligations under these Rules.

8.3. Failure to notify or untimely notification (in accordance with clause 9.2 of these Rules) of force majeure circumstances deprives the relevant Party of the right to refer to them in justification of non-fulfillment or improper fulfillment of obligations.

8.4. If circumstances listed in clause 9.1 of these Rules have occurred and their consequences continue to be in effect for more than two (2) consecutive months, the Parties shall conduct additional negotiations to identify acceptable alternative ways of fulfilling the terms of these Rules.

8.5. If force majeure circumstances continue for more than 6 (six) consecutive months, each of the Parties has the right to terminate the Agreement in respect of the unfulfilled part of the Agreement. At the same time, neither Party bears any responsibility to the other Party as a result of termination in accordance with this paragraph.

9. PRIVACY

9.1. The Parties shall exchange information that is reasonably necessary for each of parties to fulfill their obligations under these Rules. All written or oral information related to fulfillment of obligations under these Rules provided by one party to the other party, in respect of which laws provide for a restricted access regime, or information about which the party transmitting the information has explicitly notified the other party that such information is confidential, will be considered and is hereby defined as confidential information ("Confidential information"). Confidential information includes, among other things, personal data and information constituting commercial, professional, official, as well as other types of secrets defined by law, accounting and financial data, information on conducting payment transactions, and management information for setting up information, telecommunications, and payment systems. Confidential Information is subject to protection from unauthorized access to it, ensuring its integrity, safety and timely provision.

9.2. The Party receiving Confidential Information in accordance with this Agreement ("Receiving Party") without prior written consent of the party providing such information ("Transmitting Party"), it will not:

9.2.1. use any part of Confidential Information for purposes not provided for in these Rules;

9.2.2. provide Confidential Information or part of it to any persons or organizations other than employees and consultants of the Receiving Party (as well as subcontractors) who reasonably need to have access to Confidential Information for purposes provided for in these Rules, and who agree to ensure the safety of Confidential Information as if they were a party to the Agreement;

9.2.3. to allow the misuse of Confidential Information.

9.3. The Receiving Party will not be responsible for disclosure of Confidential Information or any part of it, if it can prove that such Confidential Information:

9.3.1. was in public domain at the time of its receipt or became so subsequently through no fault of the Receiving Party;

9.3.2. was known to the Receiving Party or was in its possession prior to its receipt;

9.3.3. it became known to the Receiving Party from a source other than the Transmitting Party, in absence of a violation of obligations to ensure the safety of Confidential Information.

9.4. If Receiving Party is required by law to disclose any Confidential Information to government authorities authorized by law to require disclosure of Confidential Information, such Party must immediately notify the Transmitting Party in writing of this fact. At the same time, in case of proper notification of Transmitting Party, the Receiving Party disclosing Confidential Information in accordance with this paragraph is not considered to have violated its obligation not to disclose Confidential Information. In the event of such disclosure, the Receiving Party undertakes to do everything in its power to ensure protection of Confidential Information.

9.5. Confidential information remains the property of Transmitting Party, and at the request of the latter, after it becomes unnecessary for purposes provided for in these Rules, it must be immediately returned to such party or destroyed along with all copies made by the Receiving Party or any other party to whom such Confidential Information was provided by the Receiving Party, including in accordance with provisions of this section.

10. ANTI-CORRUPTION CONDITIONS

10.1. In fulfilling their obligations under these Rules, the Parties, their affiliates, employees or intermediaries will not pay, offer to pay or authorize the payment of any funds or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of these persons in order to obtain any undue advantages or other benefits.

10.2. In fulfilling their obligations under these Rules, the Parties, their affiliates, employees or intermediaries will not commit acts classified by the current legislation of the Republic of Uzbekistan as bribery/taking of bribes, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on countering the legalization of proceeds from crime, terrorist financing and financing the proliferation of weapons of mass destruction.

10.3. Each of the Parties to the Agreement waives the right to encourage employees of the other Party in any way, including by providing sums of money, gifts, gratuitous performance of work (services) for them, as well as in other ways that place the employee in a certain dependence and aimed at ensuring that he performs any actions in favor of stimulating the parties.

10.4. In the event that a Party suspects a violation or possibility of violating any anti-corruption conditions, the relevant Party undertakes to notify the other Party in writing or orally by calling the helpline.

10.5. The Parties agree not to commit acts of corruption during the term of the Agreement and after its termination.

10.6. The Parties recognize the anti-corruption measures provided for in additional anti-corruption terms of these Rules and ensure cooperation in their compliance.

11. REQUIREMENTS UNDER AML/CFT AND ANTI-SANCTIONS MEASURES

11.1. The Parties undertake to comply with requirements of international sanctions (such as OFAC (SDN List), UN, EC, OFSI). In cases of non-compliance with international sanctions or sanctions imposed on one of the Parties, the Parties have the right to consider termination of the Agreement.

11.2. The Parties, in accordance with these Rules, carry out compliance checks - obtaining the necessary information about transactions within the framework of AML/CFT/PFMT by establishing communication between the Parties through means of communication.

11.3. Upon request of the Parties, provide information (available within reasonable limits and in accordance with procedure established by applicable legislation of the Parties) regarding the system of countering legalization of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction within the time limits specified in relevant request of the parties.

11.4. In absence of such an opportunity, the Parties have the right to consider termination of the Agreement.

11.5. In case of non-compliance by one of the Parties with requirements of international sanctions and measures to counter the legalization of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction, the other Party has the right to suspend the fulfillment of its obligations under this Agreement until written explanations are provided by the Party that does not comply with requirements specified in this paragraph.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. All disputes and disagreements that may arise from these Rules must be resolved in accordance with current legislation of the Republic of Uzbekistan.

12.2. All disputes arising between the Parties in connection with the execution, modification or termination of these Rules must be settled through negotiations. If a negotiated settlement of the dispute has not occurred, the dispute is subject to resolution in the Tashkent Interdistrict Economic Court, in accordance with requirements of the current legislation of the Republic of Uzbekistan.

12.3. The provision of services by the Bank that are not directly related to the subject of the Agreement is carried out on basis of separate agreements concluded between the Bank and the Client/An employee/A merchant.

13. TERM OF THE AGREEMENT,

TERMS OF ITS AMENDMENT AND TERMINATION

13.1. The Agreement comes into force from the moment the Bank accepts the Merchant's Offer and is valid until December 31 of current calendar year. In future, the Agreement is automatically extended for each subsequent calendar year, unless either Party notifies the other party in writing of its intention to terminate the contractual relationship no later than 30 days before expiration date of the relevant period of validity.

13.2. Upon termination of the Agreement, the Parties undertake to make all mutual settlements for their obligations, if any, and sign a reconciliation report.

13.3. The Agreement may be terminated unilaterally by the Bank in following cases:

13.3.1. The volume of protested Chargeback Payments is equal to or more than 1% of total volume of Payments made by the Merchant during a calendar month;

13.3.2. The number of disputed Chargeback Payments related to Payments accepted by the Merchant exceeds the amount of 25 (twenty-five) during a calendar month;

13.3.3. The volume of daily Refunds/Cancellations of Payments accepted by the Merchant exceed 25% of the Merchant's daily turnover;

13.3.4. The Merchant provided the Bank with false/incomplete information, which resulted in material damage to the Bank and/or reputation of the MPS/LPS and the Bank;

13.3.5. The Merchant has not notified the Bank about the change in its activities;

13.3.6. The Merchant fails to fulfill or improperly fulfills the obligations assumed under these Rules, or avoids providing information or documents requested by the Bank for more than 10 days;

13.3.7. The Merchant does not carry out activities within the framework of these Rules within 12 calendar months from the date of conclusion of the Agreement;

13.3.8. identification by the Bank of facts of the Merchant's participation in actions contrary to international sanctions regimes, export control requirements or anti-corruption legislation, including the facts of giving/receiving bribes.

13.3.9. Merchant's refusal to provide, at the request of the Bank, documents confirming compliance with conditions stipulated by these Rules in the field of sanctions, anti-corruption policy and export control.

13.3.10. in other cases, established by current legislation.

13.4. In case of unilateral termination of the Agreement by the Bank in accordance with clause 14.3. of these Rules, the Bank shall send the Merchant a notice of termination of the Agreement unilaterally in accordance with Appendix No. 4 to these Rules.

13.5. All time periods related to termination of the Agreement are counted from the day following the day the other Party receives a written notice of termination of the Agreement.

13.6. The Bank has the right to unilaterally change the terms of these Rules out of court. Changes can be made by adding, modifying, or excluding structural elements. At the same time, these changes do not affect or cancel the conditions explicitly stipulated by the Parties in existing written supplementary agreements (if any), unless otherwise specified in such agreements.

13.7. If the Bank unilaterally makes changes to the Agreement out of court, the Bank shall notify the Merchant at least 15 (fifteen) calendar days prior to the effective date of above-mentioned changes and/or additions by posting relevant information on the Bank's corporate website.

13.8. If the Merchant has not notified the Bank of its disagreement with the above-mentioned amendments and/or additions (of non-acceptance of them in whole or in part) no later than 5 (five) business days prior to effective date of the amendments and/or additions to the Agreement, the amendments and/or additions to the Agreement are recognized by the Merchant unconditionally and fully accepted.

13.9. If the Merchant has notified the Bank in writing of his disagreement with above-mentioned amendments and/or additions (of non-acceptance of them in whole or in part) no later than 5 (five) business days prior to the effective date of amendments and/or additions to the Agreement, the Merchant has the right to unilaterally to cancel the Contract before the date of entry into force of the above-mentioned amendments and (or) additions, notifying the Bank in writing.

A written notice of non-acceptance of amendments and (or) additions to the Agreement, as well as a written notice of unilateral refusal to execute it, shall be submitted by the Merchant in presence of an employee of the Bank when the head of the Merchant (his representative) personally appears at the Bank and presents an identity document (for representative of the Merchant - also a document confirming his authority).

13.10. Failure by the Merchant to notify the Bank of a unilateral waiver of performance of the Agreement or a late notification does not constitute a unilateral waiver by the Merchant of the performance of the Agreement. If the

Merchant has notified the Bank of its disagreement with the amendments and/or additions to the Agreement, but has not exercised its right to unilaterally cancel the Agreement by sending a corresponding notification to the Bank within specified period and has continued to use the Bank's services (including on amended terms), amendments and (or) additions to the Agreement are recognized as accepted by the Merchant unconditionally and completely, and the Agreement as amended with amendments and (or) additions that have entered into force applies to the relations of the Parties.

14. FINAL PROVISIONS

14.1. These Rules include the following appendices, which are an integral part of them:

Appendix No. 1: "Merchant's offer to conclude an Internet Acquiring Agreement with JSC "Octobank";

Appendix No. 2: "Questionnaire of an e-commerce Merchant";

Appendix No. 3: "Procedure for connecting Internet acquiring";

Appendix No. 4: "Notification of unilateral termination of the agreement";

14.2. All additions and amendments to the Agreement, provided that the requirements specified in these Rules are fulfilled, are an integral part of it. In the event of a discrepancy between the terms of these Rules (including their new versions) and terms set out in bilateral written agreement of the Parties, the terms of such written agreement shall prevail.

14.3. From the date of conclusion of the Agreement, all previous agreements and concluded agreements governing the relations stipulated in the Agreement will lose their legal force.

14.4. In cases not stipulated by the terms of the Agreement, the parties are guided by current legislation of the Republic of Uzbekistan.

15. DETAILS OF THE PARTIES

15.1. Bank details:

JSC "Octobank"

Republic of Uzbekistan, Tashkent city, 100021, Furkat street 2

TIN: 203644820, OKED: 64190

Account number: 298020008000980100 to JSC "Octobank" OPERU

Bank code: 00980

Tel. +998 71 202-33-33

e-mail: info@octo.bank

15.2. Merchant's details – according to Merchant's Offer.

OFFER
of Merchant to conclude an Internet acquiring agreement with JSC “Octobank”

Hereby _____,
(Merchant's legal name)

hereinafter referred to as the "Merchant", represented by _____

_____,
(position, Surname, First name, Patronymic (if any) of authorized representative of the Merchant)

acting on basis of _____,
(document name – charter/power of attorney, other relevant document)

sends JSC “Octobank”, located in Tashkent city, Shayhontohur district, Furkat street 2A, Republic of Uzbekistan (hereinafter referred to as the Bank), this irrevocable offer to join the JSC “Octobank” Internet Acquisition Services Rules (hereinafter referred to as the Rules) posted on the Bank's corporate website www.octobank.uz .

In accordance with clause 1.2.1 of the Rules, the Merchant requests the Bank to connect him to the Internet Acquiring Service based on conditions set out in the Rules.

The essential terms (subject of the agreement, settlement procedure, liability of parties, term of the agreement and dispute resolution) of this Offer will be governed by the Rules for Provision of Internet Acquiring Services by JSC “Octobank”.

The acceptance of Merchant's Offer by the Bank and, accordingly, the date of conclusion of the Agreement is considered to be the date of occurrence of the first of following events:

- the date on which the Bank sends the Merchant a notification of conclusion of the Agreement (acceptance of the Offer) sent to the email address or contact phone number of the authorized representative of the Merchant specified in Merchant's Offer;
- the date when the Bank connected the EPOS terminal for the Merchant.

Information about the Merchant:

Merchant's legal name		Merchant's legal address	
TIN		OKED	
Merchant's Email Address			
Merchant's details for crediting accepted payments:			
Account number of Merchant	Sum (UZS)		
	US Dollar (USD)		
	Euro (EUR)		
Bank code of the Merchant's Bank	00980		
Purpose of Payment			
Code of Payment			
Merchant's websites (through which the Merchant's goods/services, including applications, will be sold)			

Technical specifications of the Merchant's Billing System (if applicable): _____

Table of payment methods:

Name of payment methods	Description	Possibility of Refund or Termination of Payment	Features of interaction between the Parties when making Payments
- Cards: <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> Union Pay <input type="checkbox"/> Humo / Uzcard - Means of electronic payment	Payment using a Card and/or electronic payment method	Yes	

Tariff conditions of the Merchant are determined according to tariff schedule given below. In absence of appropriate tariffs in this section, the tariffs for corporate clients of JSC "Octobank" published on the Bank's official website apply. <https://octobank.uz/>:

Name	Meaning
Commission for transactions with international cards Visa/Mastercard/Union Pay International	3.5% of the Payment amount
Commission for operations with local cards Visa/Mastercard/Union Pay RUz Domestic	1.5% of Payment amount
Commission for transactions with JSC "Octobank" cards	0.8% of Payment amount
Commission for operations with local cards UzCard/Humo	0.8% of Payment amount
Transfer of payments in favor of the Merchant	up to 5 banking days
Security deposit (Irreducible balance)	0,00 UZS
Refund period upon termination of the Guarantee Deposit	180 calendar days from the date of the last operation

This Offer is irrevocable and is valid until its acceptance by the Bank in accordance with procedure provided for in paragraph 1.2.3 of the Rules. The Merchant confirms his familiarization and agreement with terms of the Rules for Provision of Internet Acquiring Services of JSC "Octobank" and their Appendices in full, without any conditions, exceptions or reservations.

The Merchant is informed that remuneration for operations performed by JSC "Octobank" in accordance with Agreement is established in accordance with Rules, as well as with Tariffs of JSC "Octobank" for corporate clients, with which the Merchant is familiar and agrees.

The Merchant agrees to JSC "Octobank" to provide him with information about Merchant's details at the request of payment systems specified in this Offer in order to use the data in payment system programs to prevent fraudulent activities.

The Merchant hereby confirms that all information provided in this Offer is correct and accurate.

Signature of authorized representative of the Merchant:

(position, surname, first name, patronymic (if any) of the authorized representative of the Merchant)

acting on basis of _____
(document name – charter/power of attorney, other relevant document)

_____/_____
(Signature of the Merchant) (initials, surname)

Seal place

«__» _____20____.



BANK'S MARK

The application was accepted by JSC “Octobank”: _____

(position of an employee of JSC “Octobank”) (signature) (initials, surname)

Seal place

«__» _____20____.

1.1.

E-COMMERCE MERCHANT PROFILE

1. Merchant's Details				
Legal name		Supervisor's full name		
Commercial name		TIN/PINI		
Legal address		Telephone		
TIN		Mail		
Registration date		Payment account	Octobank / other bank	
2. Contact details and responsible persons				
Position	Full name	Telephone	Mail	
Chief Accountant				
IT specialist				
3. Website Data				
Website Link	Industry	Description of services/ products provided		
4. Financial data				
Currency of operation (UZS, USD)		Average monthly turnover		
Average receipt		Average delivery time	<input type="checkbox"/> Online <input type="checkbox"/> Up to 3 days <input type="checkbox"/> More than 7 days	
3D secure verification (Yes/No)		Main client countries	UZ	%
			Other	%
Auto payments (Yes/No)		Saving the card (Yes/No)		
Payment period	____ days			

I confirm the accuracy of submitted data.

I undertake to notify the Bank in writing of any changes related to the above.

Signature of authorized representative of the Merchant:

(position, surname, first name, patronymic (if any) of the authorized representative of the Merchant)

acting on basis of _____
(document name – charter/power of attorney, other relevant document)

_____/_____
(Signature of the Merchant) (initials, surname)

Seal place

«__» _____20__.



BANK'S MARK

The application was accepted by JSC “Octobank”:_____

(position of an employee of JSC “Octobank”) (signature) (initials, surname)

Seal place

«__» _____20__.

to the Rules for Provision of Internet Acquiring Services in JSC “Octobank”

PROCEDURE FOR ENABLING INTERNET ACQUIRING

I. Registration in octo.uz:

The Merchant submits the Merchant's Offer for concluding an Internet acquisition agreement with JSC “Octobank”, and also provides all necessary documents for passing client identification and verification (KYC) procedures and checks by Internal Control Department in accordance with requirements and internal rules of the Bank.

The Bank verifies the submitted documents and carries out the necessary KYC procedures and checks of the Internal Control Department. In case of successful completion of KYC procedures and checks by the Internal Control Department, the Bank provides the Merchant with the opportunity to register on the web resource octo.uz .

The merchant registers a "personal account" in his name on the web resource octo.uz , indicating reliable legal information. After registration, the Merchant gets access to necessary information and documentation on integration on [http://help.octo.uz /](http://help.octo.uz/) and performs a test integration of the payment gateway.

II. Integration and testing:

The merchant initiates integration and testing of payment gateway through documentation help.octo.uz.

After passing the test tests, the Merchant informs the Bank about completion of the test integration. The Bank verifies the correctness of the tests performed. In case of successful completion of the tests, the Bank activates the Merchant's account in production environment of the Internet acquiring system.

III. Filling out the Merchant's questionnaire:

In order for the Bank to find out the type of Merchant's business, filling out the questionnaire is mandatory.

IV. Meeting the Bank's requirements for website / project:

1. Static IP address.
2. Protection with a secure HTTPS protocol connection, with an SSL certificate.
3. Provide the Bank with a confirmation of ownership of the domain (website).
4. The website must be registered and located in the domain of the "UZ" zone.
5. Place the logos of the payment systems that are accepted on the website: Visa, Mastercard, Humo, Uzcard, etc. (https://merchantsignage.visa.com/brand_guidelines <https://www.mastercard.com/brandcenter/en/brand-requirements/mastercard/name>).

6. Place the registration form for the client - information about the client forming the order, email address, etc.

7. Transition to the "PAY" action must be confirmed by condition that the Payer (Merchant's client) has read and accepted the terms of Merchant's Offer (acceptance).

8. Post a "Public Agreement" or "Offer" that includes:

- description of order and payment methods;
- conditions for return of the product (cancellation of service), cancellation of the bank card operation and refund of funds to the card;
- terms of delivery of goods/provision of services;
- information on measures to ensure the security of card transactions;
- Privacy policy.

9. The list of categories of goods/services indicated on the Website and sold through the Website must correspond to information provided during registration of the Website.

10. For licensed activities, the Website must contain information about licenses, permits from the manufacturer, copyright holder or government agencies for goods/services sold.

V. Opening an account:

When Online acquiring is enabled, the Merchant opens a checking account with JSC "Octobank" (primary or secondary). The Bank does not charge a fee for opening a checking account.

VI. Getting online:

After completing all the above points, the Bank has the right to connect the Merchant to production environment of the Internet acquiring system.

VII. It is not allowed to sell, or display any information/links in relation to following categories of goods/services:

- Shell banks (financial institutions without physical presence and regulation);
- financial institutions that do not have a valid business license;
- organizations providing monetary services (MSB, PSP) without a license.
- Adult entertainment;
- Narcotic substances, precursors and illegal pharmaceutical preparations;
- online dating, marriage services, medical and other consultations via the Internet;
- activities related to sexual exploitation, marriage services, sex shops, female and male escorts;

- Human trafficking, including forced labor, sexual slavery, child pornography, and any activity that violates human rights.
- Merchants of virtual asset services (cryptocurrency exchanges, electronic wallets) who do not have a license;
- cryptocurrency services registered outside the Republic of Uzbekistan;
- Alcohol and tobacco;
- casinos, bookmakers, lotteries, sweepstakes and other gambling games, if they are not licensed in the Republic of Uzbekistan;
- medicines and dietary supplements;
- TV marketing;
- file exchangers, torrent trackers, implementation of media content materials;
- services of brokerage and consulting companies;
- Trade in arms, ammunition, and military equipment;
- Financing of terrorist and extremist organizations;
- sale of goods and services that contradict the legislation of the Republic of Uzbekistan.

VIII. The website should not:

- contain broken pages, links whose directions do not match their names, as well as pages/links redirecting to other sites;
- to sell goods/services, the remote trade of which is limited by legislation of the Republic of Uzbekistan;
- websites whose main content is generated by visitors – blogs, bulletin boards, etc.;
- to sell goods/services without permission (license) from the copyright holder / manufacturer / official distributor/ supervisory authority (if such permission is required);
- to sell products that are a fake, copy, replica of an existing brand on the global or local market without appropriate permission from the owner of original brand;
- to sell products without their availability on the territory of the Republic of Uzbekistan;
- accept contributions and donations to organizations/foundations that are not registered in accordance with procedure established by legislation of the Republic of Uzbekistan for these types of activities;
- contain and/or display information prohibited for distribution in accordance with legislation of the Republic of Uzbekistan and Rules of Payment Systems;
- request, accept, store, process, and transfer Card details.

Octobank

JSC "Octobank"
Uzbekistan, 100021,
Tashkent,
Shayhontohur district,
Furkat str., h2 Tel:
998(71) 202 33 33
/ 202 44 44
Fax: 998(71) 202 03 33
E-mail:
info@Octobank.uz
www.octobank.uz

"____" "____" 20__ .
No. ____

**NOTIFICATION
of unilateral termination of the agreement**

JSC "Octobank", has concluded with _____
(Merchant's legal name)

agreement based on a Merchant's Offer to conclude an Agreement in order to join the Rules for Provision of Internet Acquiring Services in JSC "Octobank", provided by "____" _____ 20__ and accepted by the Bank from "____" _____ 20__, according to which the Bank, for a fee, undertook to provide services for processing and making payments received in favor of _____.
(Merchant's legal name)

With subitem 4.2.8 to item 4.2 of the Rules for Provision of Internet Acquiring Services to JSC "Octobank" (hereinafter referred to as the Rules) stipulates that the Merchant is obliged not to sell Goods prohibited for sale in accordance with legislation of the Republic of Uzbekistan, as well as Goods prohibited for sale via the Internet in accordance with rules of payment systems (MPS/LPS).

Also, paragraph 8.10 of the above Rules stipulates that each of the parties is obliged to comply with requirements of current legislation of the Republic of Uzbekistan, and bears independent responsibility for this.

The Bank revealed non-fulfillment _____
(Merchant's legal name)

of obligations established by subitem 4.2.8 of clause 4.2 and clause 8.10 of Rules, which is the basis for termination of relationship under the above-mentioned Agreement.

In accordance with clauses 12.4 and 12.5 of the Rules, we hereby notify you of the Bank's unilateral termination of the agreement with "____" _____ 20__.

We ask you, within 10 banking days from the date of termination, to complete all settlements with the Bank and repay the existing debt to the Bank (if any).

/ /
Executive:

Telephone.:

