

## **ELECTRIC OFFER**

A branch of the Private Joint-Stock Bank "Trustbank" (later referred to as the Bank) on the one hand, and an individual who owns a bank card issued by the Bank on the basis of a salary project and which expresses its full and unconditional consent to the conditions offered below by electronic acceptance (after as a Borrower / client), on the other hand, we have created an electronic Offer for the following purposes.

### **1-§. SUBJECT OF THE ELECTRONIC OFFER**

1. After accepting the Electronic offer by the Borrower/Client, the Bank transfers microloans online to a special account of the Borrower/Client's bank card through the mobile application called TrustPay.
2. The Borrower/Client accepts funds transferred by the Bank on the basis of the Electronic Offer in the form of an online microloan, repays the received online microloan and the interest accrued on it in full in the terms and conditions specified in the Electronic Offer.
3. The following concepts are used in this electronic offer:

**Debt burden indicator** is the ratio of the average monthly payment of the Borrower/Client for all loans and microloans to the amount of its average monthly income;

**Average monthly payment amount** – the average monthly payment amount under loan (microloan) agreements concluded and planned by the Borrower/Client with all creditors, as well as loan (microloan) agreements in which the Borrower/Client participates as a guarantor and/or borrower;

**Average monthly income** – income received by the Borrower/Client in the form of wages, as well as pension and other income on a bank card issued on the basis of a salary project;

The total cost of the online microloan is the actual annual interest rate of the online microloan, determined on the basis of payments made by the Borrower/Client in accordance with the Online Microloan Offer.

### **2-§. OFFER TERMS OF ONLINE MICROCREDIT**

4. After acceptance of the Electronic offer by the Borrower/Client, the Bank shall determine the cost of the online microloan allocated to the Borrower/Client based on the 5<sup>th</sup> point of this Electronic offer and the debt burden of the Borrower/Client.
5. The maximum cost of an online microloan is 10 000 000 (ten million) sums, and the minimum is 500 000 (five hundred thousand) sums.
6. The sum of the average monthly income of the Borrower/Client is calculated as the arithmetic average of the amount of income (net of tax) received by him over the past 6 months.
7. Online loans are given provided that the debt burden of the Borrower/Client does not exceed 50%. If the monthly income of the Borrower/Client does not reach the amount of the microloan that he wants to receive, the TrustPay mobile application will automatically offer the amount of the microloan online equal to his average monthly income.
8. Online microloans are issued for a period of up to 12 months at a rate of 25 % per annum. Interests on microloans are calculated by the Bank on a daily basis at the interest rate specified in the first line of this paragraph based on the number of valid days from the date of creation of an online microloan account of the Borrower/Client and it is collected on the 1<sup>st</sup> of each month. The principal amount in microloan online is paid in equal monthly installments;
9. In case of delay in payment of accrued interest on online microcredit, the Borrower/Client shall pay a penalty of 0.5% at the overdue interest rate for each day of overdue payments, but not more than 50% of the amount of overdue payments, the payment of the penalty of the Borrower/Client does not exempt from payment of overdue interest.

10. An insurance contract and an insurance policy on the risk of non-repayment of a microloan online are issued as collateral for online microcredit. The value of the collateral must be at least 130% of the value of the online microloan. In this case, the insurance value is automatically paid to the insurance company due to the cost of the microloan of the Borrower/Client.

The insurance policy of an insurance company is issued, which has a general agreement on online insurance with the Bank in order to quickly provide online microcredit to the Borrower/Client.

### **3-§. RIGHTS AND OBLIGATIONS OF THE PARTIES**

11. The rights of the Bank:

- a) Writing off at the due date for payment of the main loan and accrued interest on the microloan online, from the special account of the bank card of the Debtor/Client without acceptance;
- b) In case of non-repayment of the online microloan within the specified period, it is necessary to take repayment measures specified in this electronic offer;
- c) Informing the Borrower/Client about the for pre-trial settlement of the dispute in case of violation of the deadline for the repayment of the principal amount and (or) accrued interest on this electronic offer;
- d) To appeal to the court with a corresponding claim, in case of failure to fulfill these requirements within thirty days after informing the Borrower/Client.

12. Obligations of the bank:

- a) The issuance of an online microloan is subject to the conditions specified in clause 2 of this electronic offer.
- b) Informing the Borrower/Client about the reasons for early collection of an online microloan;
- c) In case of receiving funds for the current payment of a microloan in excess of the payment schedule indicated, the excess amount of money is allocated to repay the main debt on a microloan online and the cost of the microloan is recalculated;
- d) In order to prevent a further increase in the debt burden of the Borrower/Client, if an online microloan is delayed after seven calendar days from the date of arrears to the Borrower, any notification of the occurrence of arrears with the application of the online microloan repayment schedule is sent using any means of communication, including electronic means;

To inform the Borrower/Client about the status, term, cost and consequences of default on obligations under this electronic offer, clarification of the Borrower/Client about the reasons for overdue debt.

- e) Submit the pre trial settlement of the dispute to the Borrower/Client in case of violation of the terms of repayment of the principal debt and (or) accrued interest on this Electronic Offer (amount and composition of the current debt of the Borrower/Client, consequences of the Borrower/Client not fulfilling his obligations before expiration and methods of out-of-court settlement of the dispute);
- f) After full payment by the Borrower/Client of the debt on the online microloan, no later than the next three business days after the last payment date, in the personal account of the Borrower/Client reflect the information about the absence of debt in the online loan.

13. Rights of the Borrower/Client:

- a) Make an independent decision on the adoption of this electronic proposal (offer);
- b) Require timely issuance of online microloans;
- c) Refusal of microloans online free of charge after the acceptance of this electronic offer and before the transfer of funds by the Bank;
- d) Early cancellation of this electronic offer with full repayment of the principal and interest accrued on the online microloan at any time without penalty.

14. Obligations of the Borrower/Client:

- a) Timely repayment of the main debt and interest accrued on the microloan online;
- b) Early repayment of an online microloan and accrued interest at the time of dismissal.

#### **4-§. RESPONSIBILITY OF THE PARTIES**

15. In case of non-compliance by the parties with the terms of this electronic offer, they are liable in accordance with the legislation of the Republic of Uzbekistan.

#### **5 -§. FORCE MAJEURE ISSUES**

16. The parties are not responsible for the partial or complete failure to fulfill their obligations under the electronic offer during the period of force majeure.

Force majeure circumstances include: natural disasters (earthquakes, landslides, hurricanes, droughts and other natural disasters not specified in the insurance contract) or socio-economic situations (military operations, strikes, sieges, restrictive and prohibitive measures between government bodies and government institutions) as well as emergency situations, irreversible and unforeseen circumstances arising as a result of decisions of the Government, etc.), if these circumstances directly affect the execution of the electronic offer. The parties must immediately notify each other of the occurrence and termination of force majeure. The notice may be sent by all means of communication available to the parties. In the event of force majeure, the parties postpone the fulfillment of obligations in proportion to the period of force majeure.

#### **6-§. DISPUTE RESOLUTION**

17. The parties undertake to resolve disputes arising from this electronic offer, by mutual agreement of the parties, using non-judicial methods of resolving disputes, including through negotiations.

18. If it is not possible to resolve the dispute through negotiations, the Bank has the right to appeal to the court within thirty days from the date specified in the application specified in sub-clause "D" of clause 12 of this electronic offer

#### **7-§. OTHER TERMS OF THE ELECTRONIC OFFER**

19. The Bank provides the Borrower/Client with the opportunity to pay off the main debt and remotely pay the accrued interest in the framework of this electronic offer.

20. The bank does not have the right to unilaterally change the terms of this electronic offer, including the interest rate on microcredit online and the procedure for determining it, the validity period of this electronic offer.

21. In the event of the death of the debtor/client/his rights and obligations are resolved in accordance with the legislation of the Republic of Uzbekistan.

22. This electronic offer is valid from the date of this signing until the Borrower/Client fully fulfills the obligations under this electronic offer.

23. The cancellation of this electronic offer does not relieve the parties of the obligation to satisfy the mutual claim declared before its cancellation.

24. In cases not stipulated by the circumstances of this electronic offer, the legislation of the Republic of Uzbekistan shall apply.