**Appendix 5** to the "Rules for the Disbursement of Microloans to Individuals by Trustbank Private Joint-Stock Bank (new version)"

**Standard form of the warning information to be included in a loan agreement**

**WARNING!**

Failure to perform your loan obligations on time may result in:
– an increase in the total amount of debt;
– enforcement measures being taken to recover the debt;
– recovery being levied on property owned by you to cover the debt arising under the loan and, if the proceeds from the sale of the property are insufficient to cover the debt in full, the remaining debt staying with you;
– recovery being levied on property pledged by a third party, or the obligation to cover the debt being placed on the guarantor;
– the amount of debt covered by the guarantor or pledgor being subsequently recovered from you;
– attachment of the funds in your accounts;
– a temporary restriction of your right to leave the Republic of Uzbekistan by decision of a court or a state enforcement officer;
– a negative effect on your credit history and a restriction of your ability to obtain loans in the future.

Full cost of the microloan:
____ (_____) percent

**MICROLOAN AGREEMENT**

"___" _____ 20__ No. _____

_____ city

The "_____" Banking Service Office (authorized Banking Service Center) of Trustbank Private Joint-Stock Bank (hereinafter referred to as the "Bank"), represented by the manager (head) _____, acting on the basis of the Charter and a Power of Attorney, of the one part, and an individual _____ (hereinafter referred to as the "Borrower/Client"), of the second part, have entered into this Agreement as follows.

**§ 1. Subject of the Agreement**

1. In accordance with the terms provided for in this Agreement, the Bank shall disburse to the Borrower/Client a microloan in the amount of UZS _____ (_____).

The Borrower/Client, in turn, undertakes to repay the microloan funds received within the established period and to pay interest for the use of the microloan funds.

2. The microloan shall be disbursed _____.

*(in non-cash form or in cash)*

3. In order to keep records of the microloan received by the Borrower/Client, the Bank shall open for it the corresponding microloan account.

**§ 2. Cost of the Agreement**

4. The interest rate on the microloan is set at ___% per annum. If the microloan funds are not repaid on time in accordance with the terms of this Agreement, the interest rate on the microloan for the overdue debt shall be set at ____% per annum.

5. Payment of the principal debt and the interest accrued thereon under the microloan shall be made, by mutual agreement of the parties, using the _____ method.

*(differentiated or annuity)*

6. The Bank shall calculate interest for the use of the microloan payable by the Borrower/Client on the outstanding balance of the principal debt under the microloan actually disbursed, at the nominal rate established in this Agreement. In such case, interest for the use of the microloan shall be calculated from the date the microloan funds are credited to the Borrower's/Client's account or disbursed to the Borrower/Client in cash.

Payment of the principal debt and the interest accrued thereon under the microloan shall be made in accordance with the microloan repayment schedule appended to this Agreement. If a microloan payment date falls on a day off, payment of the accrued interest shall be made on the first business day following the day off, taking into account the interest accrued for the day off.

If an amount exceeding that established in the microloan repayment schedule is received from the Borrower/Client toward the current microloan payment, the Bank shall apply the excess amount received toward repayment of the principal debt under the Borrower's/Client's microloan and shall recalculate the value of the microloan.

If, after the microloan repayment schedule has been drawn up, the date on which financing under the microloan is to commence changes, or if the dates and terms for making microloan payments or the amount of interim microloan payments change due to partial early repayment of the microloan by the Borrower/Client, the Bank shall, on the basis of an additional agreement, re-issue the microloan repayment schedule. In such case, upon re-issuance of the microloan repayment schedule, the previously existing microloan repayment schedule shall become void.

7. If the value of a payment made under the microloan is insufficient for the Borrower/Client to fully perform its obligations to the Bank, the Borrower's/Client's debt shall be repaid, in accordance with Article 248 of the Civil Code of the Republic of Uzbekistan, in the following order of priority:

a) overdue debt on the principal debt and overdue interest payments, proportionately;

b) interest accrued for the current period and debt on the principal debt for the current period;

c) fines and penalties;

d) other expenses of the creditor related to the repayment of the debt.

## § 3. Rights and Obligations of the Parties

8. The Bank shall have the following rights:

a) to request additional documents from the Borrower/Client in order to more fully analyze its solvency;

b) if the Borrower/Client has not used the microloan within 10 calendar days from the date of conclusion of this Agreement, to unilaterally terminate this Agreement by notifying the Borrower/Client thereof in writing;

c) to take appropriate measures, established by the terms of this Agreement, for the repayment of the microloan, if the microloan is not repaid within the established period;

d) if, as a result of the Borrower's/Client's non-performance or improper performance of its obligations under this Agreement, overdue debt on the principal debt and/or interest arises, to unconditionally and without acceptance withdraw/collect/write off, from the accounts of bank cards, deposits and other deposit accounts (excluding social card accounts) of the Borrower/Client or the guarantor opened at commercial banks of Uzbekistan, the funds necessary to perform the

obligations under this Agreement (in such case, no later than the business day following the date on which the Bank writes off the funds, a notice shall be sent to the Borrower/Client indicating the amount written off from its account and the grounds on which it was collected in favor of the Bank);
from the accounts of bank cards, deposits and other deposit accounts of the Borrower/Client or the guarantor (excluding accounts related to social protection)
e) in the event the Borrower/Client breaches the deadline for repayment of the principal debt and/or payment of accrued interest under this Agreement, to deliver to the Borrower/Client its demand for pre-trial dispute settlement;
f) to apply to court with a claim if the Borrower/Client fails to duly comply with the demands set out in the demand within the period specified therein;
g) to unilaterally terminate this Agreement if it is established that the Borrower/Client has, directly or indirectly, committed corrupt acts within the framework of this Agreement;
h) to fully collect the microloan ahead of schedule through judicial proceedings in each of the following cases arising during any period:
if, as a result of the Borrower's/Client's failure to perform or improper performance of its obligations under this Agreement within the periods established in the microloan repayment schedule, debt on the principal debt, accrued interest, and interest accrued at the increased rate on the overdue microloan continues for 30 (thirty) calendar days from the date such debt arose;
if the Borrower/Client fails to duly perform its obligations under this Agreement (other than the obligation to repay the debt) within 30 (thirty) calendar days from the date a notice (demand) of its non-performance is sent.
9. The Bank undertakes the following obligations:
a) to send the Borrower/Client an SMS notification that its application for the microloan has been accepted for execution;
b) to disburse the microloan to the Borrower/Client for a period from 20__ "___" _____ to 20__ "___" _____;
c) to provide the Borrower/Client, upon its request, with a statement of the status of the microloan account;
d) to notify the Borrower/Client of the reason for early collection of the microloan;
e) if the Bank fully or partially refuses to disburse to the Borrower/Client the microloan provided for by this Agreement, to send the Borrower/Client, no later than the next business day from the date the decision to suspend disbursement of funds under the microloan is made, a written notice of the suspension of disbursement of the microloan and the reasons therefor;
f) in the event of overdue debt on the microloan, in order to prevent a further increase in the Borrower's/Client's debt burden, to notify the Borrower/Client of the occurrence of the overdue debt within 7 calendar days from the date such debt arose, using any means of communication, including electronic means of communication, enclosing the microloan repayment schedule;
g) to notify the Borrower/Client of the fact, term, amount, composition, and consequences of its failure to perform its obligations to repay the overdue debt under this Agreement, and to request from the Borrower/Client information on the reasons for the occurrence of the overdue debt;
h) in the event the Borrower/Client breaches the deadline for repayment of the principal debt and/or payment of accrued interest under this Agreement, to send the Borrower/Client its demand for pre-trial dispute settlement (such demand shall indicate the amount and composition of the Borrower's/Client's current debt as of the date the demand is drawn up, the methods of repaying

the debt, the consequences of the Borrower's/Client's failure to perform its obligations by the deadline specified in the demand, and the methods of pre-trial dispute settlement);
i) if an amount exceeding that established in the microloan repayment schedule is received from the Borrower/Client toward the current microloan payment, to apply the excess amount received toward repayment of the principal debt under the microloan and to recalculate the value of the microloan;
j) after the Borrower's/Client's debt under the microloan has been paid in full, to post, in the Borrower's/Client's personal account, no later than 3 business days following the date of the last payment made under such debt, information confirming that the debt under the microloan has been repaid in full and that no debt exists under this Agreement.
10. The Borrower/Client shall have the following rights:
a) to demand the timely disbursement of the microloan;
b) to decline, free of charge, to receive the microloan during the period after this Agreement is concluded and before the funds are received by the Borrower/Client;
c) to terminate this Agreement ahead of schedule with the Bank after repaying, at any time and without penalty, the principal debt and the interest accrued thereon under the microloan in full ahead of schedule, and after fully performing its obligations under the Agreement.
11. The Borrower/Client undertakes the following obligations:
a) to execute and submit to the Bank the documents relating to the microloan security prior to disbursement of the microloan;
b) to repay the microloan within the established periods in accordance with the terms of this Agreement and the microloan repayment schedule, and to make timely settlements with the Bank;
c) to submit to the Bank, within 5 (five) banking business days, information on any change of place of residence, place of work, surname or name, and other circumstances that may affect the performance of obligations under this Agreement;
d) in the event of dismissal from employment, to repay the microloan and the interest accrued thereon ahead of schedule;
e) if, as a result of its failure to perform or improper performance of its obligations under this Agreement, overdue debt on the principal debt and/or interest arises, to grant the Bank the right to unconditionally and without acceptance withdraw/collect/write off, from its bank accounts (bank deposits), including bank cards, opened at commercial banks of Uzbekistan, the funds necessary to fulfill the obligations under this Agreement.

## § 4. Liability of the Parties

11. If the parties fail to perform or improperly perform their obligations under this Agreement, the liability measures established by the legislation of the Republic of Uzbekistan shall be applied to them.

## § 5. Dispute Resolution

12. The Bank and the Borrower/Client, by mutual consent of the parties, shall be entitled to apply the pre-trial dispute settlement methods established by legislation, including through negotiations.
13. The parties have agreed that all disputes related to this Agreement that cannot be settled through negotiations shall be considered in the relevant court at the location of the Bank (the banking service office or the authorized banking service center).

## § 6. Force Majeure Circumstances

14. A party that has failed to perform or has improperly performed the obligations assumed under this Agreement shall be liable unless it proves that this was caused by force majeure circumstances.

15. Force majeure circumstances shall include the emergency situations arising as a result thereof that cannot be eliminated in the current conditions and could not have been foreseen, if such situations have directly affected the parties' performance of this Agreement, including:
a) natural phenomena (earthquake, fire, landslide, hurricane, flood, epidemic, drought, explosion);
b) socio-economic situations (military operations, strike, mass disorder, siege, financial sanctions, as well as decisions of state bodies at all levels and situations recognised and declared as force majeure by the Chamber of Commerce and Industry of the Republic of Uzbekistan).
16. A party that is unable to perform its obligation as a result of a force majeure event and that claims exemption from liability shall be obliged to notify the other party in writing of such event immediately upon becoming aware of its occurrence.
17. A force majeure event accepted as grounds for exemption from liability shall take effect from the time of its occurrence or, if the notice was not given in a timely manner, from the date the notice was given. Failure to give notice shall place on the party that has failed to perform the obligation liability for compensating the losses incurred.
18. Persistence of a force majeure event for a period of 6 months shall constitute grounds for terminating this Agreement.

## § 7. Additional Anti-Corruption Conditions

19. The parties have agreed not to commit corrupt acts related to this Agreement upon its conclusion, during its term, and after the expiration of such term.
20. The parties acknowledge the anti-corruption measures established by the additional anti-corruption conditions of this Agreement and shall ensure cooperation in complying with them.
21. Each party guarantees that, as of the date of conclusion of the Agreement, neither it nor its executive bodies, officials, and employees have made any unlawful payments of money or material assets in connection with the relations related to this Agreement, and have not allowed, offered, or promised to receive unofficial money or other material assets in connection with the conclusion of the Agreement, nor have they received material or other benefits or advantages (and have not created the impression that such actions may be carried out in the future).
22. The parties shall not permit the commission of any corrupt acts by officials and employees at any time and in any form, directly or indirectly (including through third parties).
23. The parties shall not permit the legalization of illegally obtained income, and, if it is known to the parties that property constitutes income derived from criminal activity, shall not permit the giving of a lawful appearance to its origin by transferring, converting into other property, or exchanging it, nor the concealment of the true nature, source, location, method of disposal and movement of such funds or other property, or of the true ownership right to such funds or other property, or of the person to whom such right belongs.
24. In the event of extortion, incitement, pressure, or threats aimed at committing a corruption offense, a party shall immediately notify the other party, as well as the authorized state bodies, thereof.
25. The parties, with respect to persons under their control and acting on their behalf in the sale and transfer of goods, services and works, or in carrying out other actions in their interests, shall:
a) provide instructions and explanations regarding the inadmissibility of corrupt acts and the necessity of an intolerant attitude toward them;
b) not use them as intermediaries for committing corrupt acts;
c) engage them for work only within the scope of production necessity in the course of the party's ordinary day-to-day activities;

d) not make unreasonably excessive payments to them in excess of the remuneration established for services rendered by them within the framework of legislation.

26. The parties guarantee that no pressure shall be applied to persons under their control acting on their behalf in connection with their reporting of facts of violation of the obligations established by the additional anti-corruption conditions of this Agreement.

27. If it becomes known to one party that the other party has permitted a violation of the obligations established by Clause 22 of this Agreement, it shall immediately notify the other party thereof and shall be entitled to demand that appropriate measures be taken and information be provided on the work carried out.

28. If, at the request of one party, the other party fails to take appropriate measures or fails to inform of the results of their consideration, the first party shall be entitled to unilaterally suspend the Agreement, terminate it, and demand full compensation for the damage caused.

## § 8. Additional Conditions Relating to the Sanctions List

29. The Borrower/Client shall ensure and guarantee strict compliance with the restrictions and prohibitions related to the Sanctions List when carrying out banking operations on the bank account. Upon signing this Agreement, compliance by the Borrower/Client with the restrictions and prohibitions related to the Sanctions List shall be deemed guaranteed.

30. The Borrower/Client shall not enter into agreements, transactions, or contracts with persons included in the Sanctions List, or with any persons in respect of whom there is a reasonable assumption of acting in their interests.

31. The Borrower/Client shall not make payments under any agreements, transactions, or contracts to persons included in the Sanctions List, or in their interests.

32. If the documents and information submitted by the Borrower/Client to the Bank prove to be false, unreliable, and/or incorrect, or if the conditions stipulated in this paragraph are not complied with by the Borrower/Client, the Bank shall not be liable for the return, seizure, freezing, or loss of funds debited as a result of banking operations carried out on the basis of the instructions of the Borrower/Client.

33. The Bank shall not be liable for the application to the Borrower/Client by an authorized body, organization, or banks of restrictive and prohibitive measures (seizure of funds, refusal of payment, etc.) on the basis of the Sanctions List, and shall not assume an obligation to compensate for damage caused to the Borrower/Client as a result of the Bank's non-performance or improper performance of its obligations under this Agreement due to the restrictions and prohibitions related to the Sanctions List.

34. The Bank shall be entitled not to carry out, in favor of banks and/or counterparties, banking operations restricted or prohibited by the legislation of other states in respect of the Borrower/Client. In such case, the Bank shall not be liable for banking operations not carried out under foreign trade contracts.

35. If, as a result of the performance of the instructions of the Borrower/Client, property or non-property sanctions are applied to the Bank, the Borrower/Client undertakes to compensate the Bank for the damage arising from the sanctions applied.

## § 9. Final Provisions

36. The appendix to this Agreement is an integral part thereof.

37. In the event of an overdue interest payment under the microloan, the Borrower/Client shall pay the Bank a penalty in the amount of ___% of the overdue interest payment value for each day of delay, but not exceeding 50 percent of the value of the interest not paid on time. Payment of the penalty shall not release the Borrower/Client from paying the overdue interest debt.

38. The Bank shall create for the Borrower/Client the ability to remotely repay the principal debt and pay the interest accrued under this Agreement.
39. This Agreement shall enter into force on the date of its signing by the parties and shall remain in effect until the Borrower/Client has fully performed all obligations it has assumed.
40. If, as a result of amendments to legislation, certain provisions of this Agreement cease to comply with the regulatory legal acts of the Republic of Uzbekistan, this shall not affect the performance of the other provisions of the Agreement, and the changed provisions shall, as soon as possible, be replaced with other provisions that are closest in meaning.
41. Each party undertakes to keep strictly confidential the information related to the subject matter and terms of this Agreement and to take all measures to protect such information from disclosure. Such information may be transferred (published, disclosed) to third parties only in cases expressly provided for by the regulatory legal acts of the Republic of Uzbekistan or with the written consent of the other party.
42. Unilateral refusal to perform the obligations under this Agreement is not permitted.
43. The Bank may, at its discretion, exercise or refrain from exercising its rights under this Agreement in respect of the Borrower/Client. The Bank's failure to exercise, or partial exercise of, these rights shall not constitute a waiver thereof, and they may be exercised subsequently at any time.
44. All amendments and additions to this Agreement shall be made in writing and signed by the Borrower/Client and the Bank.
All amendments and additions made to this Agreement shall form an integral part thereof.
45. For matters not provided for by this Agreement, the provisions of the regulatory legal acts of the Republic of Uzbekistan shall apply.
46. This Agreement is made in 2 copies of equal legal force, one for each party.

**§ 10. Postal Addresses and Details of the Parties**

| **Bank:** | **Borrower/Client:** |
|---|---|
| Address: _____ | Address: _____ |
| Tel.: _____<br>TIN: _____ | Telephone: _____ |
| Bank code: _____ | PINFL: _____ |
| Bank account: _____ | Identity document details: _____ |
| Manager (Head): _____ | *Signature:* _____ |
| *Seal* | |