

Appendix 1 to the “Rules for the Provision
of Overdrafts to Individuals in National Currency
via a Plastic Card by Trustbank Private Joint Stock-Bank”

OVERDRAFT AGREEMENT

“___” _____ 20___ No. _____
_____ city

The manager of the _____ branch of Trustbank Private Joint-Stock Bank (hereinafter referred to as the “Bank”) _____, acting on the basis of the Charter and 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. The Bank, within the limits of its available credit resources and on the terms provided for by this Agreement, shall provide an overdraft in the amount of UZS _____ (_____).
2. The overdraft specified in Clause 1 of this Agreement shall be credited to the plastic card opened on the basis of the Borrower's/Client's written application; payments and cash withdrawals shall be made from it. (Clause as worded in the additions and amendments approved by Resolution No. 246 of the Bank Council dated November 22, 2017, and registered under No. 472)
3. In order to keep records of the overdraft received by the Borrower/Client, the Bank shall open for it the corresponding overdraft (loan) account.

§ 2. Cost of the Agreement

4. For the use of the overdraft, the Borrower/Client shall pay the Bank interest, accrued on the actual outstanding balance of the overdraft, at a rate of ___ percent per annum.

If the overdraft is not repaid on time in accordance with the terms of this Agreement, interest on the overdue debt shall be accrued at a rate of ___ percent per annum.

(Clause as worded in the additions and amendments approved by Resolution No. 116 of the Bank Council dated October 22, 2020, and registered under No. 574)
5. Interest on the overdraft shall be accrued by the Bank daily on the balance of the Borrower's/Client's overdraft account at the interest rate established in Clause 4 of this Agreement, based on the actual number of days elapsed since the date of disbursement, and shall be collected on the ___ day of each month.

If an overdraft payment date falls on a day off, payment of the accrued interest shall be made on the first banking business day following the day off, taking into account the interest accrued for the days off.

In the event of an overdue interest payment under the overdraft, 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 (if a penalty for overdue interest debt is established by the decision of the relevant credit committee). Payment of the penalty shall not release the Borrower/Client from paying the overdue interest debt. (Paragraph as worded in the additions and amendments approved by Resolution No. 35 of the Bank Council dated March 25, 2022, and registered on March 31, 2022, under No. 602)

5-1. If the value of a payment made is insufficient for the Borrower/Client to perform its obligations under the overdraft disbursed, the Borrower's/Client's debt shall, in accordance with Article 248 of the Civil Code of the Republic of Uzbekistan, be repaid in the following order of priority:

- a) overdue principal debt and overdue interest payments, proportionately;
- b) interest accrued for the current period and principal debt for the current period;
- c) fines and penalties;
- d) other expenses of the creditor related to the repayment of the debt.

(Clause as worded in the internal regulatory document approved by Resolution No. 36 of the Bank Council dated March 3, 2025, and registered on March 4, 2025, under No. 694)

Clause 6 has become void in accordance with the internal regulatory document approved by Resolution No. 86 of the Bank Council dated May 4, 2018, and registered under No. 489:

6. The Borrower/Client shall pay a commission fee, in accordance with the Bank's tariffs, for transactions carried out under the overdraft from the plastic card. (Clause as worded in the additions and amendments approved by Resolution No. 42 of the Bank Council dated February 21, 2018, and registered under No. 482)

§ 3. Rights and Obligations of the Parties

7. The Bank shall have the right to:

- a) request additional documents from the Borrower/Client for a more complete analysis of its solvency;
- b) take appropriate measures, established by the terms of this Agreement, for the repayment of the overdraft, if the overdraft is not repaid within the established period;
- c) if overdue debt on the principal debt and/or interest arises for the Borrower/Client under the overdraft, collect such debt without acceptance from the accounts of the Borrower/Client and the guarantor opened at the Bank and at other resident banks. (Subclause as worded in the internal regulatory document approved by Resolution No. 139 of the Bank Council dated September 26, 2022, and registered on September 28, 2022, under No. 619)
- d) 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. (Subclause added in accordance with the internal regulatory document approved by Resolution No. 36 of the Bank Council dated March 3, 2025, and registered on March 4, 2025, under No. 694)

8. The Borrower/Client shall have the right to:

- a) demand that the Bank timely credit the overdraft amount to the special plastic card account;
- b) at any time, without payment of penalty sanctions, repay in full ahead of schedule the principal debt under the overdraft and the interest accrued thereon, and terminate this Agreement with the Bank ahead of schedule.

(Clause as worded in the internal regulatory document approved by Resolution No. 15 of the Bank Council dated February 24, 2020, and registered under No. 554)

9. The Bank undertakes the following obligations:

- a) to open the overdraft (loan) account for the Borrower/Client in a timely manner;
- b) to provide the Borrower/Client, upon its request, with a statement of the status of the overdraft (loan) account;

c) to warn the Borrower/Client of the need to analyze its financial position, taking into account the following factors:

whether the Borrower's/Client's debt burden matches its current financial position;

the approximate timing and amount of expected cash receipts for the performance of the obligations specified in this Agreement (the frequency of salary payments and receipt of other income);

the likelihood of force majeure circumstances and other circumstances arising that could result in an inability to perform its obligations under this Agreement (loss of permanent employment, late receipt of salary and other types of income for reasons beyond the Borrower's/Client's control, change of employment, decrease in income due to deteriorating health);

(Subclause added in accordance with the internal regulatory document approved by Resolution No. 15 of the Bank Council dated February 24, 2020, and registered under No. 554)

d) if the Bank fully or partially refuses to disburse to the Borrower/Client the overdraft provided for by this Agreement, to send the Borrower/Client, no later than the next business day from the date the corresponding decision is made, a written notice of the suspension of disbursement of funds under the overdraft and the reasons therefor; (Subclause added in accordance with the internal regulatory document approved by Resolution No. 116 of the Bank Council dated October 22, 2020, and registered under No. 574)

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 send the Borrower/Client a 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); (Subclause as worded in the internal regulatory document approved by Resolution No. 76 of the Bank Council dated June 11, 2021, and registered under No. 587)

f) after the Borrower's/Client's debt under the overdraft has been paid in full, to post, in the Borrower's/Client's personal account, no later than three business days following the date of the last payment made under such debt, information confirming that the debt under the overdraft has been repaid in full and that no debt exists under this Agreement. (Subclause added in accordance with the internal regulatory document approved by Resolution No. 116 of the Bank Council dated October 22, 2020, and registered under No. 574)

10. The Borrower/Client undertakes the following obligations:

a) to repay the principal debt under the overdraft and the interest accrued thereon in a timely manner; (Subclause as worded in the internal regulatory document approved by Resolution No. 86 of the Bank Council dated May 4, 2018, and registered under No. 489)

b) within 5 (five) banking business days, to provide the Bank with 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;

c) upon dismissal from employment, to repay the overdraft and the interest accrued thereon ahead of schedule.

§ 4. Liability of the Parties

11. In the event of non-performance or improper performance by the parties of their obligations under this Agreement, the liability measures established by the legislation of the Republic of Uzbekistan shall be applied to them. (Clause as worded in the internal regulatory document

approved by Resolution No. 116 of the Bank Council dated October 22, 2020, and registered under No. 574)

§ 5. Dispute Resolution

12. The parties shall be entitled to apply pre-trial dispute settlement methods in respect of disputes arising under this Agreement, including through negotiations. (Clause as worded in the internal regulatory document approved by Resolution No. 36 of the Bank Council dated March 3, 2025, and registered on March 4, 2025, under No. 694)

13. The parties have agreed that all disputes related to this Agreement that cannot be settled through negotiations shall be subject to consideration in the relevant court at the location of the Bank (the Banking Service Office). (Clause as worded in the internal regulatory document approved by Resolution No. 36 of the Bank Council dated March 3, 2025, and registered on March 4, 2025, under No. 694)

§ 6. Other Terms of the Agreement

14. The appendices to this Agreement are an integral part thereof.

15. In the event of the Borrower's/Client's death, its rights and obligations shall be resolved in accordance with the legislation of the Republic of Uzbekistan.

16. This Agreement shall remain in effect from the date of its signing until the Borrower/Client has fully performed the obligations under this Agreement.

17. Termination of this Agreement shall not release the parties from the obligation to satisfy any mutual claims (demands) asserted prior to its termination.

18. Any amendments and additions made to this Agreement shall become legally effective once executed in writing and signed by the authorized representatives of the parties.

19. For matters not provided for by this Agreement, the legislation of the Republic of Uzbekistan shall apply.

§ 7. Postal Addresses and Details of the Parties

Bank:

Address: _____

Tel.: _____ Fax: _____

Bank code: _____

Bank account: _____

TIN: _____

Manager: _____

Seal

Borrower/Client:

Address: _____

Telephone: _____

Date of birth: _____

TIN: _____

Passport: series _____ No. _____

Date and issuing authority: _____

Signature: _____