

Appendix No. 4 to the Regulation
“On the Procedure for the Disbursement of Microloans
by Trustbank Private Joint-Stock Bank to Self-Employed Persons”
Standard Form of the Microloan Agreement

(in accordance with subclause “a” of Clause 19 of this Regulation)

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 a self-employed person _____ (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 _____ (_____), of which UZS _____ (_____) shall be allocated for executing the pledge (insurance).

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 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 amount of a payment made by the Borrower/Client under the microloan is insufficient to fulfill the obligations under the microloan disbursed, the funds received shall, in accordance with Article 248 of the Civil Code of the Republic of Uzbekistan, be applied toward payment of the debt under this Agreement 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.

§ 3. Rights and Obligations of the Parties

8. The Bank shall have the right to:

- a) request additional documents from the Borrower/Client for a more complete analysis of its solvency, and to conduct an on-site examination thereof;
- b) unilaterally terminate this Agreement by giving the Borrower/Client written notice, if the Borrower/Client has not used the microloan within one month from the date this Agreement was concluded;
- c) 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 overdue debt on the principal debt and/or interest arises for the Borrower/Client, collect such debt without acceptance from the Borrower's/Client's bank card, deposit, and other deposit accounts (in this regard, if funds are debited without the Borrower's/Client's instruction from its bank card (deposit and other deposit) account for the purpose of repaying the Borrower's/Client's debt under the microloan, the Banking Service Office (authorized Banking Service Center) shall, no later than the next business day from the date the funds were debited, send the Borrower/Client a notice indicating the amount debited from its bank card (deposit and other deposit) account and the grounds on which it was collected in favor of the Bank);
- 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, send the Borrower/Client its demand for pre-trial dispute settlement;
- f) 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.

9. The Bank undertakes the following obligations:

- a) to disburse the microloan to the Borrower/Client for a period from “___” _____ 20__ to “___” _____ 20__;

- b) to provide the Borrower/Client, upon its request, with a statement of the status of the microloan account;
- c) to notify the Borrower/Client of the reason for early collection of the microloan;
- d) 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;
- e) in the event of overdue debt under 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;
- f) to inform 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;
- g) 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);
- h) 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;
- i) 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 right to:

- a) demand the timely disbursement of the microloan;
- b) 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) at any time, without payment of a penalty, repay the principal debt and the interest accrued thereon under the microloan in full ahead of schedule, and terminate this Agreement with the Bank ahead of schedule.

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 principal debt under the microloan and the interest accrued thereon in a timely manner;
- 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.

§ 4. Liability of the Parties

12. In the event of non-performance or improper performance by the parties of their obligations under this Agreement, the liability measures established by the regulatory legal acts of the Republic of Uzbekistan shall be applied to them.

§ 5. Dispute Resolution

13. 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.

14. If the Borrower/Client fails to duly comply, within the period specified therein, with the demands set out in the demand referred to in subclause “h” of Clause 9 of this Agreement for pre-trial dispute settlement, the Bank shall apply to court with a claim.

§ 6. Additional Anti-Corruption Conditions

15. 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.

16. 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.

17. 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).

18. 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).

19. 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.

20. 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.

21. 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.

22. 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.

23. If it becomes known to one party that the other party has permitted a violation of the obligations established by Clause 18 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.

24. 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.

§ 7. Additional Conditions Relating to the Sanctions List

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

§ 8. Other Terms of the Agreement

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

33. 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 (if a penalty for overdue interest debt is established by the terms of the microloan). Payment of the penalty shall not release the Borrower/Client from paying the overdue interest debt.

34. The Bank shall create for the Borrower/Client the ability to remotely repay the principal debt and pay the interest accrued under this Agreement.

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

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

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

38. For matters not provided for by this Agreement, the provisions of the regulatory legal acts of the Republic of Uzbekistan shall apply.

§ 9. Postal Addresses and Details of the Parties

Bank:

Address: _____

Tel.: _____

TIN: _____

Bank code: _____

Bank account: _____

Manager (Head): _____

Seal

Borrower/Client:

Address: _____

Telephone: _____

PINFL: _____

Identity document details: _____

Signature: _____