WARNING!

Failure to perform obligations under the loan in a timely manner may result in:

- an increase in the total amount of debt;
- enforcement measures being taken to recover the debt;
- recovery being levied on property registered in your name to repay the debt arising under the loan; if the proceeds from the sale of the property are insufficient to repay the debt in full, the remaining debt shall remain with you;
- recovery being levied on property pledged by a third party, or the obligation to repay the debt being imposed on the guarantor;
- subsequent recovery from you of the debt amount repaid by the guarantor or the pledgor;
- the funds in your accounts being frozen;
- a temporary restriction on your right to leave the Republic of Uzbekistan by decision of a court or a state enforcement officer;
- an adverse effect on your credit history, which may limit your ability to obtain loans in the future.

Total cost of the mortgage loan: ____ (_____) percent

LOAN AGREEMENT

On the provision of a mortgage loan for the purchase of housing (an apartment) on the secondary housing market

"___" _____ 20__ No. _____

_____city

Trustbank Private Joint Stock Bank (hereinafter referred to as the "Bank"), represented by the manager of the Banking Service Office "_____" _____, acting on the basis of Power of Attorney No. _____ dated "___" _____ 20__, of the first part, a citizen of the Republic of Uzbekistan _____, passport or ID card series/No. _____, PINFL _____ (hereinafter referred to as the "Borrower"), of the second part, and a citizen of the Republic of Uzbekistan _____, passport or ID card series/No. _____, PINFL _____ (hereinafter referred to as the "Co-Borrower"), of the third part, have entered into this Loan Agreement (hereinafter referred to as the "Agreement") as follows:

1. Key definitions

1.1. All terms used in the text of this Agreement, unless the context otherwise requires, shall have the meanings set out in this section:

applicant — a citizen of the Republic of Uzbekistan who has submitted an application to the Bank for a mortgage loan for the purchase of an apartment on the secondary housing market;

borrower — a citizen of the Republic of Uzbekistan who has obtained a mortgage loan for the purchase of an apartment on the secondary housing market and has undertaken the obligation to repay it on the terms specified in the loan agreement;

co-borrower — individuals who participate in the monthly payments of the principal amount of the borrower's mortgage loan and the interest accrued on the loan, and who also bear joint and several liability under the mortgage loan;

down payment — the portion of the value of the housing being purchased, formed by the borrower in the established amounts from own funds and other sources not prohibited by law, for the purpose of obtaining a mortgage loan;

seller — an individual owner who offers apartments in multi-apartment residential buildings on the secondary housing market for sale;
loan collateral — the housing purchased with the loan and other types of collateral not prohibited by law;
total cost of credit — the annual effective interest rate reflecting the true cost of the credit on an annualized basis, inclusive of all credit-related payments.

2. Subject matter of the Agreement

2.1. In accordance with the terms of this Agreement, the Bank undertakes to provide the Borrower with a mortgage loan in the amount of UZS _____ (in words) for the purchase of housing (an apartment) on the secondary housing market (cadastral number: _____), located at: _____ (full address), with a total area of _____ sq. m, consisting of _____ rooms, on the basis of the sale and purchase agreement No. _____ dated _____, and the Borrower (Co-Borrower), in turn, undertakes to repay the funds received within the established periods and to pay interest for the use of the funds.
2.2. Throughout the period of credit use, the Borrower (Co-Borrower) undertakes to observe the lending principles of repayment, payment, maturity, and collateralisation.

3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER / CO-BORROWER

3.1. The Borrower (Co-Borrower) hereby confirms the following:
a) the authenticity, legality and accuracy of all documents and information submitted (or to be submitted) to the Bank;
b) that no administrative or criminal proceedings have been initiated against the Borrower (Co-Borrower);
c) that this Agreement has not been concluded under the influence of fraud, coercion, duress or distress;
d) that the Borrower (Co-Borrower) possesses the legal capacity and competence to enter into this Agreement and to perform its terms;
e) that the Borrower (Co-Borrower) has read the text of this Agreement; all its terms and conditions, including the rights and obligations of the parties, the procedure for repaying the credit, the amount of the payments provided for, and the procedure for making such payments, have been agreed upon by mutual consent of the parties and do not restrict their interests or rights.

4. Procedure for extending the credit

4.1. The term of credit use under this Agreement shall be _____ months.
4.2. The grace period shall be _____ months and shall be calculated from the date of credit disbursement under this Agreement.
4.3. The Bank’s obligation to provide the mortgage loan arises after the Borrower (Co-Borrower) has performed the following actions:
a) opening a deposit account with the Bank and fully forming, in the relevant account, the amount of the down payment from own funds. The down payment constitutes ___% of the total value of the housing being purchased, i.e. _____ (in words: _____ UZS _____ tiyin) UZS;
b) submitting the original of the sale and purchase agreement for the housing, notarized and registered with the cadastral authorities;
c) submitting the original of the cadastral documents confirming the Borrower’s ownership right to the housing;

d) submitting the original of the pledge (mortgage) agreement for the housing (apartment) purchased with the loan funds, executed in accordance with the procedure established by the legislation of the Republic of Uzbekistan, notarized and registered with the cadastral authorities. Where the Bank requires additional collateral for the loan, submitting the original of the collateral agreement executed in accordance with the procedure provided for by legislation.

4.4. The Bank may require the Borrower (Co-Borrower) to submit additional documents confirming creditworthiness, the reliability of credit repayment guarantees, and any other documents necessary for credit disbursement.

4.5. Upon the due and complete fulfilment by the Borrower (Co-Borrower) of the obligations set out in clauses 4.3 and 4.4 of this Agreement, the credit funds shall be transferred by the Bank to the Seller's account in a cashless form within _____ (____) business days based on the Borrower's instruction.

4.6. The Bank shall have the right to suspend lending in the event that deficiencies are identified in the documents submitted by the Borrower (Co-Borrower), until such deficiencies are fully remedied.

4.7. The actual date of credit disbursement shall be the date on which the Bank transfers (remits) the funds to the Seller's account based on the Borrower's instruction.

5. Interest for use of credit funds

5.1. The interest rate for the use of credit funds shall be set at _____% per annum.

5.2. Interest under this Agreement shall be paid in the currency of the credit.

5.3. Interest for the use of the credit shall be accrued from the date of transfer of the credit funds to the Seller's account and shall be repaid by the Borrower (Co-Borrower) in accordance with the terms of this Agreement and the Credit Repayment (Redemption) Schedule, which constitutes an integral part of this Agreement (Appendix No. ___).

5.4. Interest shall be accrued daily on the outstanding balance of the principal debt, based on a calendar year of 365 days.

5.5. In the event that the terms of this Agreement are revised at the initiative of the Borrower, a commission fee shall be charged in accordance with the Bank's established tariffs. The terms of the Agreement shall be revised after the commission has been paid.

6. Term and procedure for credit repayment

6.1. The Borrower (Co-Borrower) shall repay the accrued interest and the principal debt in the amounts and within the timeframes established by the Credit Repayment (Redemption) Schedule set out in Appendix No. __ to this Agreement.

6.2. All payments of principal debt and accrued interest on the credit shall be made by the Borrower (Co-Borrower) in the currency of the credit.

6.3. The credit shall be repaid on a differentiated / annuity basis.

(specify the payment method)

6.4. If the due date for any payment of principal debt and accrued interest on the credit falls on a non-business day, such payment shall be deferred to the next business day. Accordingly, the amount of interest on the credit shall be recalculated.

6.5. Any payments made by the Borrower (Co-Borrower) to the Bank under this Agreement shall, in the absence of other mandatory provisions, be applied by the Bank towards the performance of the Borrower's (Co-Borrower's) obligations in the following order:

1) penalties (fines, default interest);

2) interest accrued on the overdue principal debt;

3) overdue debt on the interest accrued for the use of the loan;

4) overdue debt on the principal debt;
5) payments of current interest;
6) current payments of the principal debt.
6.6. If the amount of the payment made by the Borrower (Co-Borrower) under this Agreement is insufficient to perform the obligations under the Agreement, the debt of the Borrower (Co-Borrower) shall be repaid in the following order:
1) overdue debt on the principal debt;
2) overdue debt on the principal debt and overdue interest payments — proportionally;
3) interest accrued for the current period and debt on the principal debt for the current period;
4) interest accrued on the overdue principal debt;
5) penalties (fines, default interest);
6.7. If funds exceeding the amount provided for in the Credit Repayment (Redemption) Schedule are received from the Borrower (Co-Borrower) for a current payment on the loan, the Bank shall direct the excess portion of these funds to repay the principal debt of the Borrower (Co-Borrower).
6.8. The Borrower (Co-Borrower) shall have the right, subject to prior written notice to the Bank, to repay (pay off) the credit debt early, in full or in part.
6.9. Partial or full early repayment (settlement) of the credit shall be permitted without the imposition of penalties.
6.10. Payments directed by the Borrower (Co-Borrower) towards early partial repayment of the outstanding credit debt shall be credited against payments with the nearest due dates as set out in the Credit Repayment (Redemption) Schedule.
6.11. Full early repayment (settlement) of the credit shall be carried out simultaneously with the full repayment of accrued interest on the credit and any other payments accrued as of the date of full repayment (settlement) of the credit.
6.12. The Borrower (Co-Borrower) shall reimburse all costs associated with the performance of this Agreement and the related documents upon the Bank’s first demand.
6.13. Monthly payments, including the amounts of accrued interest, principal debt, and other payments under this Agreement, may be made by the Borrower (Co-Borrower) or their authorized representative at any branch of the Bank, as well as via mobile applications, payment terminals (infokiosks), payment systems, bank transfer through the cashier of the Bank or another bank, or by debiting the relevant amounts from all accounts of the Borrower (Co-Borrower) held with the Bank.
6.14. In the event of non-performance and/or improper performance by the Borrower (Co-Borrower) of their obligations to the Bank under this Agreement, the Borrower (Co-Borrower) grants the Bank an irrevocable and unconditional right to debit/recover/write off, without acceptance, the funds necessary to discharge the Borrower’s (Co-Borrower’s) obligations under this Agreement from the bank accounts and/or bank deposits (including bank cards) of the Borrower (Co-Borrower) held at commercial banks of the Republic of Uzbekistan.

7. Security for credit repayment

7.1. In order to secure the performance of its obligations under this Agreement, the Borrower (Co-Borrower) shall, within 30 (thirty) days from the date of signing this Agreement, provide and execute collateral in an amount of at least 125% of the total loan amount (determined in accordance with the Bank’s internal regulatory documents and financing conditions), including:
1. housing (an apartment) purchased with the loan funds on the secondary housing market on the basis of the sale and purchase agreement No. _____ dated _____, located at:

_____ (full address), with a total area of _____ sq. m, consisting of _____ rooms (cadastral number: _____).

2. _____

7.2. The Borrower shall enter into a notarized pledge (mortgage) agreement with the Bank, in accordance with the current legislation, in a form and content satisfactory to the Bank, and shall register it with the cadastral authorities. Where the Bank requires additional collateral for the loan during the period of granting the loan, the Borrower shall execute a collateral agreement in accordance with the procedure provided for by legislation.

7.3. The Borrower undertakes to insure the immovable property provided as collateral for the loan against the risk of loss (destruction), shortage or damage for the entire term of the loan. In the event of an insured event, the Bank shall be the beneficiary.

7.4. All costs associated with the execution of documents relating to security for credit repayment shall be borne by the Borrower (Co-Borrower).

7.5. The specific terms of the pledge/collateral shall be determined in the pledge agreement executed in accordance with the applicable legislation of the Republic of Uzbekistan.

7.6. In the event of a loss of value, quality, or liquidity of the property pledged as collateral for the credit, a material decline in its market price, or the emergence of other factors increasing the risk of non-performance of obligations by the Borrower (Co-Borrower), the Borrower (Co-Borrower) undertakes to provide additional collateral satisfactory to the Bank.

7.7. The existence of multiple forms of collateral securing the obligations of the Borrower (Co-Borrower) is not mutually exclusive; each method of securing performance of obligations is independent and self-contained. In the event that it becomes necessary to enforce one of the methods of securing performance of obligations, the Bank retains the right of selection; the Bank may, at its discretion, assert claims under any or all methods of securing performance of obligations.

7.8. In the event that during the term of this Agreement the pledge value of the pledged property falls below the amount of the Borrower’s (Co-Borrower’s) obligations as a result of the loss, destruction, damage or theft of the pledged asset, or due to other reasons beyond the Bank’s control, the Borrower (Co-Borrower) shall, within 10 (ten) business days of receipt of the relevant demand from the Bank, either make early repayment of the unsecured portion of the credit amount or replace the pledged asset or provide other equivalent collateral.

7.9. In the event of circumstances arising in which the Borrower (Co-Borrower) is unable to make payments of principal debt, accrued interest, penalties, and/or commissions within the timeframes and on the terms provided for in this Agreement, the Bank shall acquire an unconditional and uncontested right to enforce the pledge and/or parts thereof in accordance with applicable legislation, this Agreement, and the pledge agreements.

8. Rights and obligations of the Parties

8.1. The Bank shall have the right to:

a) unilaterally terminate the Agreement by providing the other party with written notice of the refusal to extend the credit and the termination of the agreement, in the event that within 30 (thirty) days from the date of signing this Agreement the Borrower (Co-Borrower) has not duly and fully performed the obligations set out in clauses 4.3 and 4.4 of this Agreement, the down payment has not been fully formed, the documents required for credit disbursement as specified in the Agreement have not been submitted, or unreliable or fictitious information affecting the repayment of the credit has been discovered following the signing of the Agreement;

b) demand from the Borrower (Co-Borrower) the timely and proper performance of obligations under the Agreement;
c) conduct inspections (monitoring) of the condition and preservation of pledged property with on-site visits. The frequency of such inspections shall be determined by the Bank;
d) issue a claim for the purpose of pre-trial resolution of a dispute in the manner provided for in the loan agreement, in the event that the Borrower (Co-Borrower) fails to comply with the terms for repayment of principal debt and/or payment of interest under the loan agreement;
e) in the event of non-performance and/or improper performance by the Borrower (Co-Borrower) of their obligations under the Agreement — unconditionally and without acceptance, debit/recover/write off the funds necessary to discharge the Borrower's (Co-Borrower's) obligations under this Agreement from the bank accounts and/or bank deposits (including bank cards) of the Borrower (Co-Borrower) held at commercial banks of the Republic of Uzbekistan;
f) upon the loss of value, quality, and liquidity of the property provided as collateral for the credit, a material decline in its market price, or the emergence of other factors increasing the risk of non-performance of obligations by the Borrower (Co-Borrower), demand the provision of additional collateral satisfactory to the Bank;
g) in the event that during the term of this Agreement the pledge value of the pledged property falls below the amount of the Borrower's (Co-Borrower's) obligations as a result of the loss, destruction, damage, or theft of the pledged asset, or due to other reasons beyond the Bank's control — require the Borrower (Co-Borrower) to replace the pledge, provide alternative equivalent collateral, or make early repayment of the unsecured portion of the credit;
h) in the manner provided for in this Agreement and applicable legislation, demand from the Borrower early repayment of all or part of the credit / judicially enforce early recovery of the credit;
i) direct the recovery of the debt to the collateral for the loan in accordance with the procedure established by the pledge (mortgage) agreement and in accordance with the current legislation;
j) require the provision of additional collateral for the loan during the period of granting the loan;
k) enter records into the pledge register and impose a prohibition over the pledged asset;
l) require the insurance of the mortgaged property, at the Borrower's own expense and on terms satisfactory to the Bank, for the entire lending period against the risk of loss (destruction), shortage or damage;
m) exercise such other rights as are provided for in this Agreement and the applicable legislation of the Republic of Uzbekistan.
8.2. Each of the following circumstances occurring at any time constitutes grounds for early recovery of the loan:
a) failure by the Borrower (Co-Borrower) to duly perform their obligations to repay the credit debt under this Agreement (principal debt, accrued interest, and other payments) within the timeframes stipulated in the Credit Repayment (Redemption) Schedule, provided that such debt persists for 30 (thirty) calendar days from the date of its occurrence;
b) the Borrower (Co-Borrower) has not duly performed its obligations under this Agreement (except for the obligation to repay the debt) within 30 (thirty) calendar days from the date of sending the notice (demand) on the need for proper performance of the obligations.
8.3. The Borrower (Co-Borrower) shall have the right to:
a) receive the credit on the terms and in the amounts provided for in this Agreement;
b) receive reliable and complete information about their rights and obligations, including all expenses associated with the provision of the mortgage loan;

c) free of charge decline to receive the credit funds prior to their transfer to the Seller's account. In this case, costs incurred prior to the date of refusal shall remain the responsibility of the Borrower (Co-Borrower);
d) make a partial or full early repayment of the loan amount received under this Agreement and pay the interest and other payments provided for.
8.4. The Bank undertakes to:
a) provide the Borrower (Co-Borrower) with accurate and complete information about their rights and obligations, including all costs associated with the provision of the credit;
b) disburse the credit funds upon the due and complete fulfilment by the Borrower (Co-Borrower) of all obligations provided for in this Agreement;
c) upon the occurrence of overdue debt, notify the Borrower (Co-Borrower) of its occurrence in the manner agreed with the Borrower (Co-Borrower), including by means of electronic communications or other methods;
d) notify the Borrower (Co-Borrower) in writing of the decision to refuse credit, its reasons, and the unilateral termination of the Agreement in the circumstances provided for in this Agreement;
e) no later than three business days from the date of full fulfilment by the Borrower (Co-Borrower) of all payment obligations under the Agreement, release the restrictions on the pledged asset under this credit and remove the record of the Bank's rights in respect of the pledged asset from the pledge register;
8.5. Obligations of the Borrower (Co-Borrower):
a) within 30 (thirty) days from the moment of signing this Agreement, execute and submit to the Bank the following documents:
1) the original of the sale and purchase agreement for the housing, notarized and registered with the cadastral authorities;
2) the original of the cadastral documents confirming the Borrower's ownership right to the housing;
3) the original of the pledge (mortgage) agreement for the housing (apartment) purchased with the loan funds, executed in accordance with the procedure established by the legislation of the Republic of Uzbekistan, notarized and registered with the cadastral authorities.
Where the Bank requires additional collateral for the loan during the period of granting the loan — the original of the collateral agreement executed in accordance with the procedure provided for by legislation.
b) to open a deposit account with the Bank and deposit the full amount of the down payment from personal funds into the relevant account;
c) to repay the credit within the prescribed timeframes in accordance with the terms of this Agreement and the Credit Repayment (Redemption) Schedule, and to make timely settlements with the Bank;
d) to grant the Bank an irrevocable and unconditional right to debit/recover/write off, without acceptance, the funds necessary to discharge the Borrower's (Co-Borrower's) obligations under this Agreement from the bank accounts and/or bank deposits (including bank cards) of the Borrower (Co-Borrower) held at commercial banks of the Republic of Uzbekistan, in the event of non-performance and/or improper performance by the Borrower (Co-Borrower) of their obligations to the Bank under the Agreement;
e) upon the loss of value, quality, and liquidity of the property provided as collateral for the credit, a material decline in its market price, or the emergence of other factors increasing the risk of non-performance of their obligations, to provide additional collateral satisfactory to the Bank;

f) in the event that during the term of this Agreement the pledge value of the pledged property falls below the amount of the Borrower's (Co-Borrower's) obligations as a result of the loss, destruction, damage, or theft of the pledged asset, or due to other reasons beyond the Bank's control — to replace the pledge, provide alternative equivalent collateral, or make early repayment of the unsecured portion of the credit;
g) submit the documents requested by the Bank confirming solvency and the reliability of the guarantees of loan repayment, and other documents necessary for the provision of the mortgage loan;
h) to reimburse all costs associated with the performance of this Agreement and the related documents upon the Bank's first demand;
i) not obstruct the Bank's representatives in carrying out periodic monitoring, and ensure the possibility of visiting the housing purchased with the mortgage loan and inspecting its condition, storage conditions and use;
j) comply with safety rules, sanitary-epidemiological and fire safety requirements, and the instructions of authorized state bodies;
k) to notify the Bank within 3 (three) banking days of any change of residence, place of employment, telephone number, surname or first name, or any other circumstance affecting the performance of obligations under this Agreement;
l) take, at its own expense, all necessary measures for the proper maintenance of the subject of the mortgage, including carrying out current repairs in a timely manner, using it reasonably and protecting it from unlawful encroachments and claims of other persons;
m) notify the Bank in writing in a timely manner of any risks that may lead to the loss, damage, destruction or deterioration of the condition of the subject of the mortgage, as well as of any circumstances that may adversely affect the Bank's rights relating to the pledge collateral;
n) not make changes to the structures of the mortgaged property, change its designation or carry out reconstruction work without the Bank's written consent;
o) use the apartment purchased with the loan for the residence of the Borrower and his/her family members. Leasing the purchased apartment and registering third persons in it shall be carried out only with the Bank's consent;
p) insure the mortgaged property, at its own expense and on terms satisfactory to the Bank, for the entire lending period against the risk of loss (destruction), shortage or damage;
q) in the event of termination of this Agreement, return the subsidy paid;
r) to fulfil other obligations provided for in this Agreement and the applicable legislation of the Republic of Uzbekistan.

9. Procedure for the Bank's interaction with the Borrower (Co-Borrower) in the event of overdue debt

9.1. In the event of overdue debt arising under this Agreement, the Bank shall be obliged to notify the Borrower (Co-Borrower) of the existence of the overdue debt using any of the methods of communication agreed with the Borrower (Co-Borrower) in this Agreement, including by means of electronic communications or other methods provided for by law, for the purpose of preventing a further increase in the debt burden.
9.2. Taking into account the requirements of the legislation, the Bank shall be obliged to inform the Borrower (Co-Borrower) of the fact, timeframes, amounts, composition, and consequences of non-performance of obligations to repay the overdue debt under the Agreement.

9.3. In the event that the Borrower (Co-Borrower) fails to comply with the deadlines for repayment of principal debt and/or payment of interest under the Agreement, the Bank shall send a claim (demand) for the purpose of pre-trial dispute resolution.
9.4. The claim issued by the Bank must contain the following information:
the name of the Bank and information sufficient for its identification;
the amount and composition of the current debt of the Borrower (Co-Borrower) as at the date the claim was issued;
the method(s) of debt repayment;
the consequences of failure by the Borrower (Co-Borrower) to perform their obligations within the period specified in the claim;
methods of pre-trial dispute resolution.
9.5. The Bank and the Borrower (Co-Borrower) shall have the right to apply the methods of pre-trial dispute resolution provided for by legislation, including the conduct of negotiations.
9.6. In the event that the Borrower (Co-Borrower) has failed to duly comply with the requirements set out in the pre-trial claim within the period specified therein, the Bank shall be entitled to apply to a court with a claim for full recovery of the debt and enforcement of the pledge.

10. Liability of the Parties

10.1. If overdue debt arises on the loan provided under this Agreement, the interest rate on the loan shall increase compared to the interest rate for the use of loan funds established in clause 5.1 of this Agreement.
10.2. The increased interest shall be calculated based on the actual amount of overdue payments.
10.3. In the event that the Borrower (Co-Borrower) allows a delay in making any payment under this Agreement, the Borrower (Co-Borrower) shall pay the Bank default interest on the amount of the overdue payment from the date the delay arises until the date the overdue payment is fully repaid to the Bank, at the following rate:
on the overdue portion of the principal debt — at 1.5 times the interest rate for the use of loan funds established in this Agreement.
10.4. For failure to pay interest on the loan within the periods established by this Agreement and the Credit Repayment (Redemption) Schedule, the Borrower (Co-Borrower) shall pay the Bank a late fee of 0.1% of the amount of unpaid interest for each day of delay, from the date the overdue debt arises until the date the debt is repaid, but not more than 50% of the overdue debt. Payment of the late fee does not release the Borrower (Co-Borrower) from the obligation to repay the debt.
10.5. The Bank does not assume any obligation to notify the Borrower (Co-Borrower) of an increase in the interest rate in the event of overdue debt on the credit.
10.6. In circumstances not provided for in this Agreement, the Parties shall bear liability in accordance with the applicable legislation of the Republic of Uzbekistan.

11. Notifications

11.1. Any notifications/letters/claims issued by the Bank to the Borrower (Co-Borrower) shall be deemed duly executed and delivered to the Borrower (Co-Borrower) when sent by the Bank by one of the following methods (provided that such methods are not contrary to the applicable legislation of the Republic of Uzbekistan):

- by courier or postal service;
- by email specified by the Borrower (Co-Borrower) in the application;
- by facsimile;
- by mobile or other telephone communication (using the trusted number and other numbers specified by the borrower in the application), including by means of SMS notifications.

11.2. The Bank shall not be liable for the Borrower's (Co-Borrower's) failure to receive, or untimely receipt of, notifications as a result of a change in the Borrower's (Co-Borrower's) contact details and/or particulars without written notice to the Bank.

12. Governing law and dispute resolution

12.1. The provisions of this Agreement, as well as the rights and obligations of the Parties arising therefrom, shall be governed and construed in accordance with the applicable legislation of the Republic of Uzbekistan.

12.2. If disputes arise under this Agreement, the Parties shall make every effort to resolve them through negotiations. If it is not possible to resolve the dispute through negotiations, the dispute shall be submitted to court for consideration in accordance with the procedural legislation of the Republic of Uzbekistan.

13. Force majeure

13.1. The Parties shall be released from liability for partial or total non-performance of their obligations under this Agreement if such non-performance results from circumstances of force majeure — extraordinary and unavoidable circumstances arising after the conclusion of the Agreement that the Parties could not have foreseen and could not eliminate through reasonable measures.

13.2. The Party invoking force majeure circumstances shall be obliged to promptly notify the other Party in writing of the occurrence of such circumstances, and shall, at the request of either Party, present a document issued by the relevant authority confirming the fact of their occurrence.

13.3. The Parties shall take all possible measures to perform their obligations under force majeure conditions, including measures provided for by the applicable legislation of the Republic of Uzbekistan.

14. Anti-corruption provisions

14.1. The Parties agreed to refrain from corrupt acts in connection with the execution of the Agreement, during the term of its validity, and after its expiry, in so far as such acts relate to this Agreement.

14.2. The Parties acknowledge the anti-corruption measures set out in the additional anti-corruption provisions of this Agreement and shall ensure cooperation in respect of their observance.

14.3. Each Party warrants that, at the time of entering into the Agreement, neither it nor its executive bodies, officers, or employees have unlawfully transferred money or material valuables in connection with the Agreement, allowed the receipt of, offered, provided, or promised unofficial money or other material valuables in exchange for the conclusion of the Agreement, nor received material or any other privileges or advantages of any kind (nor created an impression of the possibility of such actions in the future).

14.4. 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).

14.5. 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.

14.6. 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.
14.7. 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 in work solely 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.
14.8. 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.
14.9. If one party becomes aware that the other party has committed a breach of the obligations established in clause 25 of this Agreement, it shall immediately notify the other party thereof and demand that appropriate measures be taken and that it be informed of the work carried out.
14.10. 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.

15. Additional conditions relating to the Sanctions List

15.1. The Borrower/Client ensures and warrants strict compliance with the restrictions and prohibitions relating to the Sanctions List when conducting banking operations on the bank account. By signing this Agreement, the Borrower/Client confirms compliance with the restrictions and prohibitions relating to the Sanctions List.
15.2. The Borrower/Client shall not enter into agreements, transactions, or contracts with persons included on the Sanctions List, nor with any persons in respect of whom there are reasonable grounds to assume that they may be acting in the interests of persons included on the Sanctions List.
15.3. The Borrower/Client shall not make payments to persons included on the Sanctions List, or on their behalf, under any agreements, transactions, or contracts.
15.4. If the documents and information submitted by the Borrower/Client (jointly with the Co-Borrower) 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 (jointly with the Co-Borrower), 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 (jointly with the Co-Borrower).
15.5. The Bank shall not be liable for the application to the Borrower/Client (jointly with the Co-Borrower) 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 (jointly with the Co-Borrower) 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.
15.6. 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 (jointly with the Co-Borrower). In such case, the Bank shall not be liable for banking operations not carried out under foreign trade contracts.

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

16. Final provisions

16.1. This Agreement shall enter into force from the date of its signing by the Parties and shall remain in effect until the Borrower (Co-Borrower) has fully performed all obligations assumed.

16.2. In the event of any amendments to the legislation as a result of which any provision of this Agreement ceases to comply with the legislation of the Republic of Uzbekistan, this shall not affect the performance of the remaining provisions of the Agreement; such provision shall be replaced as soon as possible with another provision most closely aligned in meaning and purpose to the one being replaced.

16.3. Each Party undertakes to maintain strict confidentiality of information relating to the subject matter and terms of this Agreement and to take all measures to protect such information from disclosure. The transfer of such information to third parties (including its publication or disclosure) shall be permitted only in cases expressly provided for by the legislation of the Republic of Uzbekistan, or with the written consent of the other Party.

16.4. Unilateral repudiation of obligations under this Agreement shall not be permitted.

16.5. The Bank may, at its discretion, exercise or refrain from exercising any rights available to it under this Agreement in respect of the Borrower (Co-Borrower). The Bank's failure to exercise or partial exercise of such rights shall not constitute a waiver of them; they may be exercised at any time thereafter.

16.6. All amendments and additions to this Agreement shall be made in writing and signed by the Borrower, the Co-Borrower, and the Bank.

16.7. All amendments and additions made to this Agreement shall constitute an integral part thereof.

16.8. This Agreement is drawn up in 3 copies, one for each Party, each of which shall have equal legal force.

17. Addresses and particulars of the Parties

Bank: Address: _____ Tel.:_____ TIN: _____ Bank code: _____ Bank account: _____ Manager (head): _____ Seal Co-Borrower: Address: _____ Phone:_____ PINFL: _____ Identity document details: _____ Signature:	**Borrower/Client:** Address: _____ Phone:_____ PINFL: _____ Passport series/No.: __ _____ Issued by and when: _____ region/city, _____ District Department of Internal Affairs, _____ . Full name:_____ Signature:

Co-Borrower(s)/client(s):

Address: _____
Phone: _____
PINFL: _____
Passport series/No.: __ _____
Issued by and when:
_____ region/city, _____ District Department
of Internal Affairs,_____ .
Full name: _____
Signature: _____