

**Appendix No. 1 to the Rules for the  
Disbursement of “Universal” Financial Consumer  
Loans by Trustbank Private Joint-Stock Bank**

**LOAN AGREEMENT No. \_\_\_\_**

for the Disbursement of a Consumer Loan (Standard Form)

(in accordance with Clause 24 of these Rules)

\_\_\_\_\_ city

“ \_\_\_\_ ” \_\_\_\_\_ 20\_\_

The \_\_\_\_\_ branch/Operations Department 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 Power of Attorney No. \_\_\_\_ dated “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_, of the one part, and \_\_\_\_\_, a resident of the Republic of Uzbekistan (passport series \_\_\_\_\_ No. \_\_\_\_\_, issued “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_) (hereinafter referred to as the “Borrower/Client”), of the second part, have entered into this agreement (hereinafter referred to as the “Agreement”) as follows.

**§ 1. Subject of the Agreement**

1. The Bank, within the limits of its available credit resources and on the basis of Minutes No. \_\_\_\_ of the Credit Committee dated “ \_\_\_\_ ” \_\_\_\_\_ 20\_\_, shall disburse loan funds in the amount of UZS \_\_\_\_\_ ( \_\_\_\_\_ ) for the purchase of \_\_\_\_\_ (name of goods/services) on the terms provided for by this Agreement.
2. The loan amount specified in Clause 1 of this Agreement shall be transferred to the account of the seller of the goods (provider of the services), on the basis of the Borrower's/Client's written instruction (application), by way of non-cash transfer of payments under the sale and purchase agreement (contract, transaction) No. \_\_\_\_ dated \_\_\_\_\_.20\_\_ for the object of lending.
3. In order to keep records of the loan received by the Borrower/Client, the Bank shall open for it the corresponding loan account.

**§ 2. Cost of the Agreement**

4. The interest rate on the loan is set at \_\_\_\_% per annum. If the loan funds are not repaid on time in accordance with the terms of this Agreement, the interest rate on the loan for the overdue debt shall be set at \_\_\_\_% per annum. (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)
- 4-1. Payment of the principal debt and the interest accrued thereon under the loan shall be made, by mutual agreement of the parties, using the \_\_\_\_\_ method.  
*(differentiated or annuity) (Clause 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)*
5. The Bank shall calculate interest for the use of the loan payable by the Borrower/Client on the outstanding balance of the principal debt under the loan actually disbursed, at the nominal rate established in this Agreement. In such case, interest for the use of the loan shall be calculated from the date the loan amount is transferred to the account specified by the Borrower/Client.

Payment of the principal debt and the interest accrued thereon under the loan shall be made in accordance with the loan repayment schedule appended to this Agreement.

The Bank shall collect the loan payment on the 11th day of each month. If a loan 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, after the loan repayment schedule has been drawn up, the date on which financing under the loan is to commence changes, or if the dates and terms for making loan payments or the amount of interim loan payments change due to partial early repayment of the loan by the Borrower/Client, the Bank shall, on the basis of an additional agreement, re-issue the loan repayment schedule. In such case, upon re-issuance of the loan repayment schedule, the previously existing loan repayment schedule shall become void. (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)

6. In the event of an overdue interest payment under the loan, 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. (Clause as worded in the internal regulatory document approved by Resolution No. 35 of the Bank Council dated March 25, 2022, and registered on March 31, 2022, under No. 602)

6-1. If the value of a payment made is insufficient for the Borrower/Client to perform its obligations under the consumer loan disbursed, the Borrower's/Client's debt under this Agreement 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)

*Clauses 7 and 8 have become void in accordance with the additions and amendments approved by Resolution No. 86 of the Bank Council dated May 4, 2018, and registered under No. 489:*

7. If the lending terms are revised at the initiative of the Borrower/Client, the Borrower/Client shall pay the Bank a commission in the amount of \_\_\_\_% of the actual outstanding balance of the loan.

8. A commission in the amount of \_\_\_\_\_ shall be paid for the review of the loan project prior to disbursement of the loan amount to the Borrower/Client.

### **§ 3. Obligations of the Bank**

9. To disburse the loan to the Borrower/Client for a period of use from “\_\_” \_\_\_\_\_ 20\_\_ to “\_\_” \_\_\_\_\_ 20\_\_.

10. To open the corresponding loan accounts.

11. After the Borrower/Client has fulfilled all conditions necessary for the loan to be disbursed, to transfer the loan amount to the account of the seller of the goods (service).

11-1. To warn the Borrower/Client of the need to analyze its financial position, taking into account the following factors:

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

- b) 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);
- c) 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).

(Clause added in accordance with the internal regulatory document approved by Resolution No. 15 of the Bank's Supervisory Board dated February 24, 2020, and registered under No. 554)

11-2. If an amount exceeding that established in the loan repayment schedule is received from the Borrower/Client toward the current loan payment, to apply the excess amount received toward repayment of the principal debt under the loan and to recalculate the value of the loan. (Clause added in accordance with the internal regulatory document approved by Resolution No. 15 of the Bank's Supervisory Board dated February 24, 2020, and registered under No. 554)

12. To notify the Borrower/Client of the factor and reasons for early collection of the loan.

13. To establish a grace period of \_\_ months for repayment of the principal debt (upon the Borrower's/Client's request for a grace period for repayment of the principal debt). (Clause as worded in the internal regulatory document approved by Resolution No. 15 of the Bank's Supervisory Board dated February 24, 2020, and registered under No. 554)

13-1. In the event of overdue debt arising under the loan, 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 loan repayment schedule. (Clause added in accordance with the internal regulatory document approved by Resolution No. 95 of the Bank Council dated June 28, 2019, and registered under No. 533)

13-2. 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. (Clause added in accordance with the internal regulatory document approved by Resolution No. 95 of the Bank Council dated June 28, 2019, and registered under No. 533)

13-3. 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). (Clause 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)

13-4. If the Bank fully or partially refuses to disburse to the Borrower/Client the loan 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 loan and the reasons therefor. (Clause as worded in the internal regulatory document approved by Resolution No. 116 of the Bank's Supervisory Board dated October 22, 2020, and registered under No. 574)

13-5. After the Borrower's/Client's debt under the loan 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 loan has been repaid in full and that no debt exists under this agreement. (Clause as worded in the internal regulatory document approved by Resolution No. 116 of the Bank's Supervisory Board dated October 22, 2020, and registered under No. 574)

#### § 4. Obligations of the Borrower/Client

14. In the course of using the loan, to comply with lending principles, namely: repayability, security, term-based nature, chargeability, and the designated use of the loan.

15. The Borrower/Client shall provide the following security (this clause is completed depending on the type of security):

— a pledge of real estate belonging to \_\_\_\_\_ (cadastral No. \_\_\_\_\_ dated “\_\_” \_\_\_\_\_ 20\_\_), building certificate No. \_\_\_\_\_ dated “\_\_” \_\_\_\_\_ 20\_\_), located at: \_\_\_\_\_, being \_\_\_\_\_, in the amount of \_\_\_\_\_ (amount in figures and words) soums, executed in the manner established by the applicable legislation of the Republic of Uzbekistan, in a form satisfactory to the Bank;

— a pledge of a motor vehicle belonging to \_\_\_\_\_ (technical passport No. \_\_\_\_\_ dated “\_\_” \_\_\_\_\_ 20\_\_), state registration number \_\_\_\_\_, registered at: \_\_\_\_\_, being \_\_\_\_\_ (full name of the vehicle), in the amount of \_\_\_\_\_ (amount in figures and words) soums, executed in the manner established by the applicable legislation of the Republic of Uzbekistan, in a form satisfactory to the Bank;

— the suretyship of \_\_\_\_\_ in the amount of \_\_\_\_\_ soums for the repayment of the loan, accrued interest, penalty payments, and other payments under the loan.

16. To insure the pledged property in favor of the Bank, in the manner established, for the term of the consumer loan. To submit to the Bank the original insurance agreement, insurance policy, and the notarized pledge agreement.

Security for the performance of obligations under this Agreement shall be governed by a separate agreement; the pledge (suretyship) agreements are an integral part of the loan agreement.

17. To submit the written consent of the Borrower/Client and the pledgor to entries being made in the pledge register.

18. To repay the loan by the deadline specified in this Agreement, i.e., by “\_\_” \_\_\_\_\_ 20\_\_, monthly on the 11th day, repaying the principal debt under the loan and the interest accrued thereon in accordance with the schedule that is an integral part of this Agreement.

19. To repay the principal debt under the loan and the interest accrued thereon, as well as the commission fee charged in accordance with the Bank's tariffs, by depositing cash into a demand deposit account at the Bank, or by making a payment from wages and equivalent income in the manner established by the legislation of the Republic of Uzbekistan. (Clause as worded in the additions and amendments approved by Resolution No. 86 of the Bank Council dated May 4, 2018, and registered under No. 489)

20. Within 5 (five) 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.

21. During the term of this Agreement, not to raise loans and/or borrowings from third parties, and not to provide suretyships to third parties, that could obtain priority in their claim in relation to the Borrower's/Client's obligation under this Agreement, without the Bank's prior consent.

22. Within \_\_\_\_ days after the funds are transferred to the object of lending, to submit to the Bank documents confirming the designated use of the loan (invoice/acceptance certificate/receipt).

23. Upon the Bank's request, to ensure that the Bank's representatives are able to travel to the site to inspect the property accepted as loan security, other property relating to the loan, and any other property relating to the Borrower's performance of its obligations under this Agreement.

24. Upon the Bank's request, throughout the term of this Agreement, to submit to the Bank, in a form and content satisfactory to it, information on the income of the Borrower/Client and the guarantor (if an individual's suretyship has been provided), the balance sheet and other financial statements accepted by the tax inspectorate (if a legal entity's suretyship has been provided), as well as other information and documents relating to this consumer loan.

25. Upon the Bank's request and as necessity arises in the course of the lending relationship, to provide answers to questions and any information relating to the loan. The Borrower/Client shall be responsible for the accuracy of the documents and information submitted to the Bank.

## **§ 5. Rights of the Parties**

26. Rights of the Bank:

27. The Bank shall be entitled to request documents necessary to monitor the financial position of the Borrower/Client and the guarantor, the pledged property, and the performance of the Borrower's/Client's obligations.

28. In the event the Borrower/Client fails to perform its obligations, the Bank shall be entitled, at its discretion, to take any of the following actions: (Paragraph as worded in the additions and amendments approved by Resolution No. 95 of the Bank Council dated May 28, 2019, and registered under No. 533)

— in the event the borrower/client breaches the deadline for repayment of the principal debt under this agreement and (or) payment of accrued interest, send the borrower/client a demand for pre-trial dispute settlement; (Paragraph as worded in the additions and amendments approved by Resolution No. 95 of the Bank Council dated May 28, 2019, and registered under No. 533)

— apply to court with a claim if the borrower/client fails to duly comply, within the period specified therein, with the demands set out in the demand for pre-trial dispute settlement; (Clause 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)

— demand additional security for the performance of obligations under this Agreement;

— upon detection of a failure to perform the obligations specified in this Agreement, demand that the Borrower/Client repay the entire loan or part thereof ahead of schedule;

— if the Borrower/Client fails to duly perform its obligations under the loan, foreclose on the security on the terms established by the pledge and suretyship agreements;

— terminate this Agreement in the established manner.

29. To collect the loan debt without acceptance from the accounts of the Borrower/Client, the co-borrower, and the guarantor opened at the Bank, as well as at other resident banks, in the following cases:

a) when overdue debt on the principal debt and/or interest arises under the loan;

b) when the Bank makes a decision on the early collection of the loan.

(Clause 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)

30. If the Borrower/Client has not used the consumer loan within one month from the date this Agreement was signed, the Bank shall be entitled to unilaterally terminate this Agreement by notifying the Borrower thereof in writing.

31. If the Borrower/Client fails to repay the principal debt under the loan and/or the interest accrued thereon for two consecutive months, the Bank shall be entitled to foreclose, in order to repay the debt that has arisen, on the pledge security provided by the Borrower/Client (if cash has been accepted as collateral).

32. If the Borrower/Client fails to perform its obligations to repay the principal debt and the interest accrued thereon by the deadlines established in the consumer loan repayment schedule, the Bank shall be entitled, on the basis of an instruction, to collect the amount from the cash collateral. In such case, the amount collected toward the debt shall be replenished by the Borrower/Client within two months.

33. If the Borrower/Client fails to perform its obligations to repay the principal debt and/or the interest accrued thereon under the loan, and several types of security have been provided for the loan, the Bank shall be entitled to foreclose on any security of its choosing.

33-1. If it is established that the Borrower/Client has, directly or indirectly, committed corrupt acts within the framework of this Agreement, the Bank shall be entitled to unilaterally terminate this Agreement. (Clause 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)

34. Rights of the Borrower/Client:

34-1. To decline, free of charge, to receive the loan during the period after this Agreement is concluded and before the funds are received by the Borrower/Client, or before payment for the property is made from the loan. (Clause 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)

35. To make payment for the goods (services rendered) from the loan account within the amount specified in Clause 1 of this Agreement.

36. To repay upcoming payments of principal debt and interest under the loan ahead of schedule.

37. At any time, without payment of penalty sanctions, to repay in full ahead of schedule the principal debt under the loan received and the interest accrued thereon, and to 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)

## **§ 6. Liability of the Parties**

38. 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's Supervisory Board dated October 22, 2020, and registered under No. 574)

## **§ 7. Dispute Resolution**

39. 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)

40. 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)

## **§ 8. Other Terms of the Agreement**

41. The appendix — the schedule for the repayment of the principal debt under the loan and the interest accrued thereon — is an integral part of this Agreement.

41-1. The Bank shall create for the Borrower/Client the ability to remotely repay the principal debt and pay the interest accrued under this agreement. (Clause added in accordance with the internal regulatory document approved by Resolution No. 95 of the Bank Council dated June 28, 2019, and registered under No. 533)

41-2. The Bank shall not be entitled to unilaterally amend the terms of this agreement, including the interest rate on the loan and the procedure for setting it, the amount of the commission fee, and the term of this agreement. (Clause 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)

42. In the event of the Borrower's/Client's death, all of its rights and obligations shall pass to its heirs in accordance with applicable legislation.

43. The period for performance of the terms of the Agreement shall run from the date the Agreement is signed until the Borrower/Client has fully performed the obligations under the Agreement.

44. Amendment of the terms of the Agreement shall be executed on the basis of an additional agreement of the parties and shall constitute an integral part of the Agreement.

45. In the event of circumstances not provided for by this Agreement, the parties shall apply the applicable legislation of the Republic of Uzbekistan.

46. This Agreement has been executed in two original counterparts — one for the Bank and one for the Borrower/Client — having equal legal force, and shall remain in effect from the date the Agreement is signed until the obligations under the Agreement have been fully performed.

#### LEGAL ADDRESSES AND DETAILS OF THE PARTIES

##### BANK

\_\_\_\_\_ branch of Trustbank PJSCB

Address: \_\_\_\_\_

MFO \_\_\_\_\_, TIN \_\_\_\_\_

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

*Branch Manager:* \_\_\_\_\_

*(signature)*

*Chief Accountant:* \_\_\_\_\_

*(signature)*

Seal

##### BORROWER/CLIENT

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

Account: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

*Signature:* \_\_\_\_\_