To the “Procedure for Conducting Operations on Fixed-Term Bank Deposits of Individuals in National Currency “Ustuvor.UZ” and “Onlayn-Ustuvor.UZ” Placed on the Basis of an Electronic Offer”
ANNEX 1

AGREEMENT
on the “Ustuvor.UZ” fixed-term bank deposit of individuals in national currency

“____” _____ 20__ № _____

city

The Banking Service Office “_____” of Trustbank Private Joint-Stock Bank (hereinafter referred to as the “Bank”), represented by its manager _____, acting on the basis of the Charter and a Power of Attorney, of the one part, and _____ _____ (hereinafter referred to as the “Depositor”), of the other part, have entered into this agreement as follows.

§ 1. Subject of the agreement

1. The Bank has accepted from the Depositor funds in the amount of UZS _____ (_____)

(in words)

and has placed them in deposit account 20606000..... in accordance with the terms of the deposit.

2. The Depositor has been issued deposit passbook series ___ No. _____, in which the deposit amount credited to the above account and other relevant information have been recorded in the established manner.

§ 2. Terms of the deposit and settlement procedure

3. The term of the deposit shall be 18 (eighteen) months from the date the initial contribution is credited to the deposit account. Date the deposit is opened: “___” _____ 20__. Date the deposit term expires: “___” _____ 20__.

4. Income shall be accrued on the deposit at an interest rate of __% per annum, calculated on the basis of 365 days in a year.

5. The interest rate on a deposit accepted under this agreement shall not change until the expiry of its term.

6. Interest accrued on the deposit shall not be added to the principal amount of the deposit.

7. The Depositor may make additional contributions to the deposit during the first 12 months.

8. After 1 (one) month has elapsed from the date funds are placed into the deposit, and until the expiry of the deposit term, it shall be possible to withdraw funds in part. In such case, the balance of funds in the deposit must not be less than UZS 5,000,000.0 (five million).

9. Interest on the deposit shall be accrued from the day following the date funds are credited to the deposit account up to the day preceding the day they are returned to the Depositor or debited from the account on other grounds provided for by law.

No interest shall be accrued for the period during which the Bank was unable to use the funds in the Depositor’s deposit account because they were attached in accordance with the procedure

established by law.

10. Interest accrued on the deposit shall be paid monthly, in national currency, on the calendar date corresponding to the day following the date the deposit was accepted. If there is no such date in the relevant month, interest shall be paid on the first calendar day of the following month. If the interest payment date falls on a day that is not a banking day, payment shall be made on the next banking day.

Interest shall be paid, at the Depositor's choice, in cash or by transfer to the account of the Depositor's bank card. Transfer of accrued interest to another account shall be carried out by memorial order on the basis of the Depositor's written application indicating the details of the recipient of the funds.

If the Depositor is a non-resident of the Republic of Uzbekistan, the Bank shall withhold tax on the income in the form of interest on the deposit, in accordance with the procedure and in the amount established by law, and transfer it to the budget.

11. Upon expiry of the deposit term, the deposit shall be returned to the Depositor in national currency.

If the return of the deposit falls on a weekend or a non-working public holiday, the deposit shall be returned on the next banking day.

12. If the Depositor does not demand the return of the funds upon expiry of the deposit term, this agreement shall be deemed extended on the terms of a demand deposit. In such case, the deposit amount and the interest accrued thereon shall be transferred to the Depositor's demand deposit account in national currency, and the interest rate established for this type of deposit shall apply. If no such account exists, the Bank shall open it on the next banking day.

13. If the Depositor intends to withdraw the deposit in full before the expiry of its term, the Depositor shall notify the Bank thereof at least one month before the intended date of withdrawal of the deposit. In such case, the deposit agreement shall terminate, the deposit shall be returned early, and the interest accrued thereon shall be recalculated and paid on the following terms:

a) if the deposit was held for less than 6 months, the accrued interest shall not be paid;

b) if the deposit was held for 6 to 18 months — __ (_____) percent per annum;

In such case, the difference between the amount of interest paid earlier and the amount of interest accrued (after recalculation) shall be withheld from the deposit amount.

14. Funds shall be accepted by the Bank when the deposit is opened and when it is topped up:

a) in cash through the Bank's cash desk;

b) by transfer from a bank card issued in the name of the Depositor or its authorized representative;

Transfers of funds from third parties' accounts shall not be permitted.

15. In the event of early closure of the deposit, as well as partial withdrawal of funds from the deposit, a commission shall be charged to the Depositor in accordance with the Bank's tariffs in the following cases:

a) when a deposit made in non-cash form is returned in cash;

b) when funds from the deposit account are transferred to an account at another bank.

§ 3. Rights and obligations of the parties

16. The Bank shall have the right to:

a) request and receive from the Depositor the documents required to be submitted when the deposit is formalized, in accordance with the regulatory legal acts of the Republic of Uzbekistan;

b) in the event of early return of the deposit, carry out a recalculation with the Depositor in

accordance with Clause 13 of this agreement;

c) charge a commission fee, in accordance with the Bank's tariffs, when a deposit made in non-cash form is returned in cash;

d) charge a commission fee, in accordance with the Bank's tariffs, when funds from the deposit account are transferred to an account at another bank;

e) if the Depositor is a non-resident of the Republic of Uzbekistan, withhold tax on the income in the form of interest on the deposit, in accordance with the procedure and in the amount established by law, and transfer it to the budget;

f) require the Depositor to provide documents (information) in accordance with the requirements of the "Internal Control Rules in Commercial Banks on Combating the Legalization of Proceeds from Criminal Activity, the Financing of Terrorism and the Financing of the Proliferation of Weapons of Mass Destruction" (registered by the Ministry of Justice on May 23, 2017, under No. 2886);

g) in the cases and in the manner established by law, refuse to carry out a transaction on the deposit, suspend the transaction temporarily, or apply measures restricting the use and disposal of the funds.

17. The Bank assumes the following obligations:

a) when the Depositor demands early return of the deposit, having notified the Bank at least one month in advance, to return the funds in accordance with Clause 13 of this agreement;

b) to keep the deposit confidential and to provide information thereon only in the cases provided for by the regulatory legal acts of the Republic of Uzbekistan;

c) where the Bank suspends transactions on the Depositor's deposit account, to send the Depositor a notice thereof and of the reasons for the suspension of transactions no later than the business day following the day the transactions were suspended. Information whose disclosure is prohibited or restricted by law shall not be provided to the Depositor;

d) where the Bank debits funds from the Depositor's deposit account without the Depositor's instruction to repay the Depositor's debt under a loan or microloan, to send the Depositor a notice indicating the amount debited from the deposit account, the grounds for the debit, and in whose favor it was made, no later than the business day following the day the funds were debited.

18. The Depositor shall have the right to:

a) dispose of the deposit also through an authorized representative;

b) bequeath the deposit to any person in accordance with the regulatory legal acts of the Republic of Uzbekistan.

19. The Depositor assumes the following obligations:

a) to notify the Bank in writing within 10 days from the date of change when the details of the identity document change;

b) to provide the Bank with all documents requested in accordance with the regulatory legal acts of the Republic of Uzbekistan;

c) at the Bank's request, to provide additional documents and/or information in accordance with the requirements of the "Internal Control Rules in Commercial Banks on Combating the Legalization of Proceeds from Criminal Activity, the Financing of Terrorism and the Financing of the Proliferation of Weapons of Mass Destruction" (registered by the Ministry of Justice on May 23, 2017, under No. 2886).

§ 4. Liability of the parties

20. The parties shall be liable for failure to perform their obligations under this agreement in accordance with the legislation of the Republic of Uzbekistan.

§ 5. Force majeure

21. The parties may be released from liability for failure to perform their obligations under this agreement during the period force majeure circumstances are in effect, in the manner provided for by law.

Force majeure circumstances include extraordinary and unavoidable circumstances beyond the control of the parties that directly affect the performance of obligations under the agreement, including natural disasters, military action, and lawful restrictive measures of state bodies.

Upon the occurrence and cessation of force majeure circumstances, the parties shall notify each other thereof. Notice may be sent by any means of communication available to the parties (with the exception of SMS and MMS messages).

In the event of force majeure circumstances, the parties shall extend the periods for performance of obligations in proportion to the period such circumstances remain in effect.

§ 6. Special terms

22. This bank deposit agreement shall be deemed concluded from the day the initial contribution is accepted at the Bank's cash desk or credited to the deposit account in non-cash form.

23. The notices provided for in subclauses "c" and "d" of Clause 17 of this agreement, which may be sent in accordance with the law, shall be delivered to the Depositor by SMS message to the Depositor's mobile phone number.

24. The Bank shall not be entitled to unilaterally amend the terms of this deposit agreement in a manner affecting the rights and legitimate interests of the Depositor.

25. The Depositor's deposit under this agreement is guaranteed in accordance with the Law of the Republic of Uzbekistan "On Guarantees for the Protection of Deposits in Banks." In the event of an insured occurrence, the total compensation payable to one depositor at one bank, taking into account the exceptions provided for by this Law, shall not exceed UZS 200,000,000 (two hundred million). Compensation shall be paid in national currency in the manner established by law.

26. Matters not provided for in this agreement shall be resolved in accordance with the law.

27. The parties shall take measures to resolve disputes arising from this agreement through negotiations. Disputes not resolved through negotiations shall be settled in court in the manner established by law.

28. This agreement has been executed in two copies having equal legal force, one of which is kept by the Bank and the other by the Depositor.

§ 7. Postal addresses, details and signatures of the parties

Bank:	Depositor:
Address: _____	Address: _____
Tel.: _____ Bank code: _____	Identity document details:
Bank account: _____	_____
Manager: _____	PINFL: _____
(place of seal)	_____
	(surname, first name and patronymic)
	_____
	(signature)