Appendix 4

to the Regulation "On the procedure for granting

auto loans to individuals by Trustbank Private Joint-Stock Bank"

Total cost of credit:

____ (_____) percent

LOAN AGREEMENT

On the provision of an auto loan for the purchase of a motor vehicle

"___" _____ 20__ No. _____ _____

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.

Trustbank Private Joint Stock Bank (hereinafter referred to as the "Bank"), represented by the Manager (Head) of the banking services office (banking services centre) _____, acting on the basis of Power of Attorney No. _____ dated "___" _____ 20__, on the one part; the individual _____ (date of birth __.__.20__, passport or ID card _____, PINFL _____), (hereinafter referred to as the "Borrower"), on the second part; and the individual _____ (date of birth __.__.20__, passport or ID card _____, PINFL _____), (hereinafter referred to as the "Co-Borrower"), on the third part have entered into this 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:

auto loan — a loan extended by the Bank to an individual on terms of payment, maturity, targeted use, repayment and collateralisation, for the purpose of satisfying the individual's consumer needs related to the acquisition of a motor vehicle;

object of credit — a motor vehicle of the relevant make acquired using credit funds;

applicant — a citizen of the Republic of Uzbekistan who has submitted an application to the Bank for an auto loan for the purpose of purchasing a motor vehicle of domestic or foreign manufacture;

borrower — a citizen of the Republic of Uzbekistan who has received an auto loan for the purchase of a motor vehicle of domestic or foreign manufacture and has assumed the obligation to repay the loan on the terms stipulated in the loan agreement;

co-borrower — individuals who participate in the monthly payments of the principal debt and accrued interest on the borrower's auto loan and who bear joint and several liability for the auto loan;

down payment — the portion of the purchase price of the motor vehicle to be acquired, funded by the borrower from personal funds and other sources not prohibited by law, in the amount established for the purpose of obtaining an auto loan;

seller — a legal entity (car dealership), an individual, or the “e-auksion” platform that sells the motor vehicle, including one purchased using credit funds;

credit collateral — the motor vehicle purchased on credit or other property;

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 an auto loan in the amount of UZS_____ (in words) for the purchase of a motor vehicle of the make _____, and the Borrower (Co-Borrower), in turn, undertakes to repay the received funds within the established timeframes and to pay interest for the use of the funds.

2.2. On the basis of the Borrower’s application, the Bank shall effect payment for the vehicle being purchased on credit by means of a cashless transfer to the Seller’s account.

2.3. In order to maintain records of the credit received by the Borrower, the Bank shall open a corresponding loan account for the Borrower.

2.4. 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 extend the auto loan shall arise upon the completion of the following actions by the Borrower (Co-Borrower):

a) opening a deposit account with the Bank and depositing the full amount of the down payment from personal funds into the relevant account. The down payment constitutes ___% of the total value of the motor vehicle being purchased, i.e., UZS_____ (in words: _____ UZS _____ tiyin);

b) presenting the original sale and purchase agreement for the motor vehicle;

c) executing a credit default insurance agreement as collateral for the credit and presenting the insurance policy.

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.

6.6. If the amount of a payment made by the Borrower (Co-Borrower) under this Agreement is insufficient to satisfy the obligations under the Agreement, the Borrower's debt shall be repaid in the following order of priority:

1) overdue principal debt and overdue interest payments — on a pro-rata basis;

2) accrued interest for the current period and principal debt for the current period;

3) penalties (fines, default interest);

4) other expenses of the Bank relating to the recovery of the debt.

6.7. In the event that the Bank receives from the Borrower (Co-Borrower) an amount exceeding the current credit payment provided for in the Credit Repayment (Redemption) Schedule, the Bank shall direct the excess amount towards repayment of the principal debt on the credit, based on the Borrower's (Co-Borrower's) request. If, after the credit repayment schedule has been drawn up, the date of commencement of financing under the credit changes, or if, as a result of partial early repayment of the credit by the Borrower/Client, the dates and timeframes for making payments on the credit or the amount of interim credit payments change, the Bank shall draw up the credit repayment schedule anew on the oral or written request of the Borrower (Co-Borrower). Upon the schedule being drawn up anew, the previously effective credit repayment schedule shall cease to have effect.

6.8. The Borrower (Co-Borrower) shall have the right to make early partial or full repayment of the credit debt.

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 authorised 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. Until a pledge is established over the motor vehicle purchased using the auto loan and registered in the Borrower's name, the Borrower (Co-Borrower), for the purpose of securing the performance of obligations under this Agreement, shall provide and formalise collateral of not less than _____% of the total credit amount within _____ (_____) days from the date of signing this Agreement (as determined in accordance with the Bank's internal regulatory documents and financing conditions), including:

1. A credit default insurance policy;

2. _____

The Borrower undertakes to pledge the motor vehicle of the make _____ within 10 (ten) days from the date of state registration of the motor vehicle purchased on credit in the prescribed manner and execution of documents confirming the Borrower's title to the motor vehicle.

7.2. The Borrower undertakes to enter into a pledge agreement with the Bank in a form and substance satisfactory to the Bank, in accordance with applicable legislation. By mutual agreement of the parties, the pledge agreement may be notarially certified (if the vehicle is purchased on the primary market and the vehicle itself is taken as collateral for the auto loan extended by the Bank, the pledge agreement shall not be subject to notarial certification).

7.3. The Borrower undertakes to insure the motor vehicle pledged as collateral for the credit against the risk of loss (destruction), deficiency, or damage for the full term of the credit. 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) enforce the pledge securing the credit in the manner stipulated in the pledge agreement and applicable legislation;

j) require the Borrower (Co-Borrower) to pledge the motor vehicle within 10 (ten) days from the date of its state registration in the prescribed manner and execution of documents confirming the Borrower’s title to the motor vehicle purchased on credit;

k) enter records into the pledge register and impose a prohibition over the pledged asset;

l) 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 shall constitute grounds for full early recovery of the credit:

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) failure by the Borrower (Co-Borrower) to duly perform their obligations under this Agreement (other than the obligation to repay debt) within 15 (fifteen) calendar days from the date of sending the notification (claim) regarding the necessity of due performance of 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 accurate and complete information about their rights and obligations, including all costs associated with obtaining the auto 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 partial or full early repayment of the credit amount received under this Agreement.

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;

f) in the event of a debit from the bank account (deposit or other deposit account) or bank card of the Borrower/Client (Co-Borrower) without the instruction of the borrower/client (co-borrower) — no later than the next business day from the date of the debit, send the debtor/client (guarantor) an SMS notification indicating the amount of funds debited from their bank card (deposit or other deposit account) and the grounds on which such funds were collected in favour of the Bank.

8.5. Obligations of the Borrower (Co-Borrower):

a) to insure the motor vehicle pledged as collateral for the credit against the risk of loss (destruction), deficiency, or damage for the full term of the credit;

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 pledge the motor vehicle within 10 (ten) days from the date of state registration of the motor vehicle purchased on credit in the prescribed manner and execution of documents confirming the Borrower's title to the motor vehicle;

d) 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;

e) 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;

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 their obligations, to provide 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 — to replace the pledge, provide alternative equivalent collateral, or make early repayment of the unsecured portion of the credit;

h) to submit documents requested by the Bank confirming creditworthiness, the reliability of credit repayment guarantees, and other documents necessary for the provision of the auto loan;

i) to reimburse all costs associated with the performance of this Agreement and the related documents upon the Bank's first demand;

j) not to obstruct Bank representatives during the conduct of periodic monitoring activities, and to provide access to inspect the motor vehicle purchased on credit, to verify its condition, storage conditions, and use;

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) at their own expense, to take all necessary measures to ensure the proper maintenance of the motor vehicle, including timely current repairs, reasonable use, and protection from unlawful acts and claims of third parties;

m) to notify the Bank in a timely written manner of any risk that may lead to the loss, damage, breakdown, or deterioration of the motor vehicle, as well as any circumstance that may adversely affect the Bank's rights relating to the collateral;

n) to provide written consent for the entry of a record in the pledge register;

o) 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 sufficient information 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 deadline by which the debt must be repaid (not less than ten days);

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. In the event of overdue debt on the credit disbursed under this Agreement, the interest rate on the credit shall increase relative to the interest rate for use of credit funds.

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 the rate of _____.

10.4. For failure to pay interest on the credit within the timeframes established by this Agreement and the Credit Repayment (Redemption) Schedule, the Borrower (Co-Borrower) shall pay the Bank a penalty at the rate of 0.5% of the amount of unpaid interest for each day of delay, calculated from the date the debt arises until the date of its repayment, but not exceeding 50% of the overdue debt. Payment of the penalty shall not release the Borrower (Co-Borrower) from the obligation to repay the debt.

10.5. If the Borrower (Co-Borrower) fails to pledge the vehicle purchased on credit within 10 calendar days of its receipt from the seller, a penalty at the rate of 0.02% of the outstanding balance of the debt shall be payable to the Bank for each day of delay, but not exceeding 50% of the outstanding balance of the debt. Payment of the penalty shall not release the Borrower (Co-Borrower) from future obligations or other consequences.

In the event that facts of alienation (sale, concealment, etc.) of the vehicle purchased on credit without pledging it are established, the relevant documents shall be submitted to law enforcement authorities for consideration of initiating criminal proceedings.

10.6. 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.

10.7. 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. In the event of disputes arising under this Agreement, the Parties shall make every effort to resolve them through negotiations. If resolution of the dispute through negotiations proves impossible, the Parties have agreed to submit the dispute for consideration by the competent court at the location of the Bank (banking services office, banking services centre).

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).

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.

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

APPENDIX
to Loan Agreement No. _____
dated “___” _____ 20__

Credit repayment and interest payment schedule
(in UZS and tiyin)

Loan amount	UZS _____
Interest rate (per annum)	___%
Loan term	___ months

No.	Repayment date	Principal amount	Principal repaid	Outstanding balance	Interest payment	Total credit payment
1	00.00.0000					
2	00.00.0000					
3	00.00.0000					
4	00.00.0000					
5	00.00.0000					
6	00.00.0000					
7	00.00.0000					
8	00.00.0000					
9	00.00.0000					
10	00.00.0000					
11	00.00.0000					
12	00.00.0000					
...	...					
48	00.00.0000					
TOTAL		x				

Postal addresses and details of the Parties

Bank: Address: _____ Tel.: _____ TIN: _____ Bank code: _____ Bank account: _____ Manager (Head): _____ Seal	Borrower/Client: Address: _____ Phone: _____ TIN: _____ Identity document details: _____ Signature: _____