

**to the Agreement on complex banking services for
legal entities and individual entrepreneurs
at JSCB "Kapitalbank"**

PROCEDURES

**For opening, servicing and closing "Overnight" savings deposit
via the remote banking system**

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

1.1. For the purposes of this Procedure, the following terms and definitions are used:

Banking day – working days with an open balance, during which the Bank carries out settlement operations and services to Clients;

Deposit – the amount of funds in national currency placed by the Client in accordance with the Overnight Savings Deposit Contract;

Demand deposit account – an account on which records are kept of the Client's funds issued or transferred upon his first request;

Holidays and/or non-working days (weekends) – calendar days during which the Bank does not carry out banking activities;

Procedure – the present procedure for opening, servicing and closing "Overnight" savings deposit via the remote banking system;

Deposit account – a bank account that records funds in national currency placed by the Client in accordance with the terms of the "Overnight" Savings Deposit Contract;

The minimum balance is 1,000 (one thousand) soum;

Bank operating day is a part of the Banking day, indicating the time allocated for receiving, processing monetary settlement documents and reflecting banking transactions in accounting accounts.

1.2. Other terms and definitions used in this Procedure have the same meaning as in the Agreement.

II. GENERAL PROVISIONS

2.1. This Procedure becomes mandatory for the Parties (enters into force) on the basis of the Client's Application for placing a deposit (Appendix No. 1 to this Procedure) and regulates the relationship between the Bank and the Client for opening, servicing and closing the savings deposit "Overnight" via the remote banking service system for receipt by the Client of additional income during a period of time when funds are not in demand.

2.1.1. The Client's Application contains the following information:

- Currency, amount and term of the Deposit;
- Other terms of the Deposit.

2.2. This Procedure, the Agreement, the Bank's Tariffs and the Application together constitute the Overnight Savings Deposit Contract (hereinafter referred to as the "Contract").

2.3. The application can be signed by the Client personally or using an electronic digital signature.

III. ITEM

3.1. The Bank accepts from the Client a Deposit in national currency without limiting the maximum amount for placing on the Deposit Account with the possibility of replenishment and partial withdrawal of the Deposit, and the Bank accepts funds into the Deposit and undertakes to return the Deposit and pay interest on the terms and in the manner provided for in the Contract.

3.2. The Bank accepts the Deposit from the Client on the following conditions:

- The Bank, at the end of the Bank's Operational Day, without acceptance (without the Depositor's order, on the basis of a memorial order) debits the funds in full from the main Deposit Account on demand and independently credits them (also on the basis of a memorial order) to the Deposit Account, to which the Client gives his consent (acceptance) to the Bank;

- the return of the Deposit amount is made every Banking Day no later than 10:00 a.m. Tashkent time minus the Minimum Balance that remains on the Deposit Account until the termination of this Contract;

- in accordance with the procedure established by law, the Bank begins to accrue interest at the rate of **3% (three) percent per annum** on the amount of money (Deposit) located on the Deposit Account by the end of the bank's second Operational Day. In this case, 365 days are taken as the estimated number of days in a year;

- Payment of interest on the Deposit is made monthly (every 25th day) by transferring interest to the Deposit Account on demand;

- If the day of return of the Deposit and/or interest falls on Holidays and/or non-working (weekends), the return of the Deposit and/or payment of interest is carried out on the first Banking day after the Holidays and/or non-working (weekends) days.

3.3. Taxation of income received from the Deposit is carried out in accordance with the Tax Code of the Republic of Uzbekistan.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The client has the right:

4.1.1. to receive interest on the terms specified in the Contract;

4.1.2. to receive information from the Bank about all transactions carried out on the Deposit, as well as receive an extract from the Deposit Account;

4.1.3. to refuse to execute this Contract (terminate the Contract) in the absence of obligations under it, by notifying the Bank in writing at least 1 (one) Banking day before the expected date of termination in the event of a change in the current procedure for settlement services in banks and/or the legislation of the Republic of Uzbekistan in accordance with clause 5.1. this Procedure;

4.1.4. place several deposits in the Bank.

4.2. The Bank has the right:

4.2.1. Unilaterally to terminate the Contract or suspend its validity in the event of:

- Reduction (withdrawal, collection, etc.) of the Deposit amount or part thereof by government or judicial authorities in the manner prescribed by law. In this case, interest is calculated based on the actual duration of the deposit on the Deposit Account;

- Seizure of funds located on the Client's accounts, or suspension of operations on the Client's accounts in cases provided for by the legislation of the Republic of Uzbekistan;

- As well as for other reasons provided for by the Current legislation and the Agreement.

The Contract will be considered unilaterally terminated by the Bank from the date the Client receives a written notice of early termination of the Agreement via the RBS System.

In this case, the Bank transfers all funds (deposit), including the Minimum Balance, to the Demand Deposit Account, and/or stops crediting them to the Deposit Account.

4.2.2. without acceptance (without the Client's order) write off funds from the Deposit Account on demand in accordance with the conditions and to fulfill obligations under the Contract. At the same time, the Parties have come to an agreement and consider this clause an integral part of the Demand Deposit Account Agreement concluded between the Parties.

4.3. The client undertakes:

4.3.1. perform your duties in accordance with the terms of the Contact;

4.3.2. independently familiarize yourself with the current terms of the Deposit and/or Tariffs of the Bank posted on the official Website of the Bank.

4.4. The Bank undertakes:

4.4.1. to accrue interest in a timely manner and in full in accordance with the terms of the Contract;

4.4.2. to guarantee the confidentiality of information constituting banking secrecy. Information constituting bank secrecy may be provided only in cases provided for by the Current legislation;

4.4.3. To take responsibility to the Client for improper execution of transactions on the Deposit. The Bank's liability does not arise in the event of a delay in deposit transactions as a result of errors by the Client himself or third parties, including the occurrence of force majeure circumstances, through the fault of settlement centers or other organizations carrying out interbank settlements.

4.5. In case of seizure of funds located on the Client's accounts, or suspension of operations on the Client's accounts in cases provided for by the legislation of the Republic of Uzbekistan, the accrual of interest is suspended until the restrictions are lifted.

4.6. Each Party has the right to receive the necessary information that may affect the Parties' fulfillment of their obligations under the Contract.

V. RESPONSIBILITY OF THE PARTIES

5.1. The parties are responsible for failure to fulfill or improper fulfillment of their obligations under the Contract in accordance with the Current legislation, the Agreement and this Procedure.

5.2. In case of delay by the Bank in making payments made by the Bank to the Client in accordance with the terms of the Contract, the Bank pays the Client a penalty in the amount of 0.1% of the overdue amount for each day of delay, but not more than 10% of the overdue amount.

VI. FINAL TERMS

6.1. The Agreement comes into force from the day the Application is submitted and the Deposit amount is received by the Bank and is valid until the Parties fully fulfill their obligations under the Contract.

6.2. Upon termination of the Contract, the Deposit Account is closed.

6.3. Disputes related to the Contract are resolved by the parties through negotiations between themselves.

If it is impossible to resolve disputes through negotiations, disputes are resolved in the manner specified in the Contract.

6.4. Relations between the Bank and the Client not provided for by this Procedure are governed by the Current legislation and the Agreement.

APPENDIX No. 1

**to the Procedure for opening, servicing and closing
“Overnight” savings deposit via the remote banking system**

STATEMENT

to place a deposit

**We ask you to open a savings deposit account in national currency and place funds on the
“Overnight” savings deposit under the following conditions:**

Deposit currency: _____

Deposit amount: _____

Deposit term: _____