Pledge Agreement No. “PledgeID”

Tashkent “PledgeDate”

Joint-Stock Commercial Bank “TBC Bank” represented by “DisbursementResponsiblePerson”, acting on the basis of Charter (hereinafter referred to as “Bank / Pledgee”), and

“FullName” hereinafter referred to as “Borrower / Pledger” (PINI: “PersonalNumber”, “IDSeriesAndNumber”, “Address”), on the other hand, have concluded this Pledge Agreement (hereinafter referred to as the “Agreement”) as follows:

1. SUBJECT

1.1. Pursuant to Loan Agreement No. “LoanID” dated “Date” (hereinafter referred to as “Loan Agreement”), the Pledgee shall grant a loan to the Borrower in the amount of “LoanAmount” (“LoanAmountInWords”) UZS for the purchase of “Carbrand”, “CarModel”, “Modification”, “YearofManufacture”, “CarColor”, “VINNumber” car (hereinafter referred to as the “Car”) for “TermInMonths” months, with an interest rate of “Interest” % per annum, as a pledge of the purchased vehicle under the Car Purchase and Sale Agreement.

1.2. As a pledge security for the timely fulfillment of the terms of the Loan Agreement, the Pledger has pledged to the Pledgee a Car purchased in accordance with Clause 1.1 hereto (hereinafter referred to as the Pledge), which belongs to the Pledger on the basis of ownership rights, or the ownership right to which shall be acquired by the Borrower in the future through the loan provided by the Pledgee.

The pledge is registered by the Pledgee in the pledge registry based on the VIN number specified in Clause 1.1 before the Pledger receives the technical passport. After receiving the technical passport, the Pledger shall transfer it to the Pledgee within 5 (five) calendar days for data verification and, if necessary, for making changes to the registry entry.

1.3. The cost of the Pledge at the time of the execution of the Loan Agreement by the Parties is “PledgeAmount” (“PledgeAmountInWords”).

1.4. The Pledger will continue to use the car.

1.5. According to Articles 23 and 24 of the Family Code of the Republic of Uzbekistan, the Pledger guarantees that the consent of the spouse is duly obtained to conclude a pledge agreement.

1.6. The pledge of property secures the Pledgee’s claims under the Loan Agreement, including the principal debt, interest, compensation for losses caused by the delay in fulfilling obligations, as well as compensation for recovery expenses.

1.7. The Pledger has informed the Pledgee, and the Pledgee acknowledges, that as of the date of this Agreement, the said Pledge has not been sold, gifted, promised as a gift, or pledged to any third party, is not subject to any dispute, and is free from any prohibition (seizure or arrest).

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. **Pledger shall:**

2.1.1. Transfer the Pledge to the Pledgee in proper condition and free from third-party rights;

2.1.2. Within 5 (five) calendar days from the date of registration of the car at the Main Road Safety Department of the Ministry of Internal Affairs of the Republic of Uzbekistan, submit all necessary documents establishing ownership of the car and information;

2.1.3. Not to dispose of the Pledge (not to sell, not to gift, not to lease, not to pledge) without the written consent of the Pledgee.

2.1.4. Ensure the preservation of the Pledge and its protection from encroachments or claims by third parties, maintain the property in good technical and sanitary condition, and strictly adhere to fire safety and operation rules. It is prohibited to damage property, deteriorate its characteristics, or reduce its value beyond the limits of natural wear and tear.

2.1.4.1. If the market value of the Pledge is lost (destroyed), damaged, or reduced by more than 50% of the initial value specified in Clause 1.3 hereof, the Pledger undertakes to restore the pledge within 10 (ten) days, provide equivalent security, or fulfill the obligation under the Loan Agreement in full early. The fact and amount of decrease in the market value of the Pledge shall be confirmed by the report of an independent appraiser engaged by agreement of the Parties.

2.1.5. Meet the requirements of the Pledgee if the Pledgee has the right to demand the early execution of the Loan Agreement and enforce on the Pledge.

2.1.6. To maintain continuous insurance of the Pledge (CASCO) for its full value for the entire term of the Loan Agreement in cases where insurance of the Pledge (CASCO) is mandatory, except in cases where the Borrower meets the criteria established by the lending terms, with which the Borrower was made familiar upon receipt of the Loan and which are posted on the official website of the Bank. In the event of renewal of the insurance policy for a new period, the supporting documents must be submitted to the Pledgee no later than 5 (five) calendar days prior to the expiration of the previous policy.

2.1.7. Immediately inform the Pledgee of any threat of loss, damage, or change in the characteristics of the Pledge (including its damage), as well as any encroachments and third-party claims against the pledged property. Documents confirming the specified facts must be attached to the relevant notification.

2.1.8. Provide the Pledgee with the opportunity for unimpeded inspection and verification of the Pledge’s condition.

2.2. **Pledger is entitled to**:

2.2.1. Possess and use the Pledge in accordance with its purpose.

2.2.2. Subsequently pledge the Pledged Property only with the prior written consent of the Pledgee.

2.2.3. Replace the Pledge with the Pledgee’s consent.

2.3. **Pledgee is entitled to:**

2.3.1. Verify against the documents, as well as to inspect and physically check the condition of the Pledge, upon at least 24 (twenty-four) hours' prior notice of the visit.

2.3.2. Enforce the Pledge in the event of the Pledger’s failure to perform the principal obligation under the Loan Agreement.

2.3.3. Demand early execution of the Loan Agreement or demand the transfer of the Pledge in the event that the Pledger fails to fulfill the terms of this Agreement and the Loan Agreement.

2.3.4. Transfer one’s rights under this Agreement to another person.

2.3.5. Receive satisfaction of their claims from insurance compensation for loss (destruction) or damage to the Pledge (regardless of whose benefit it is insured). The received insurance compensation amount is directed by the Pledgee toward the extraordinary repayment of the Pledger’s debt under the Loan Agreement.

2.3.6. File a claim in court seeking to invalidate acts of state administrative bodies or local government authorities that violate the Pledgee's rights, and to demand that the relevant authorities provide compensation for losses incurred as a result of the issuance of such acts.

2.3.7. If the Pledger violates their obligations to insure the Pledge, they shall insure the Pledge at their own expense, but in the interests of the Pledger, with the recovery of insurance expenses from them.

2.4. Pledgee shall:

2.4.1. Make appropriate changes to the pledge registry when the Borrower fulfills their obligations under the Loan Agreement.

3. ENFORCE THE PLEDGE

3.1. The Pledgee is entitled to enforce the Pledge in the event of non-performance or improper performance of the obligations under the Loan Agreement.

3.2. Enforcement on the Pledge may be ensured through out-of-court or judicial proceedings at the Pledgees’ choice, unless otherwise provided by the legislation of the Republic of Uzbekistan.

3.2.1. The Pledger hereby gives its unconditional consent to the extrajudicial enforcement on the Pledge, including obtaining a notary's writ of execution.

3.3. When foreclosure is applied to the Pledge through out-of-court proceedings, the Pledgee is entitled to sell the Pledge in any manner not prohibited by law, including, but not limited to: sale through public auction, direct sale to a third party, or other disposal methods permitted by law. The choice of specific implementation method remains at the discretion of the Pledgee.

3.4. During the enforcement of the Pledge, its initial sale price shall be fixed at the market value based on the report of an independent appraisal organization engaged at the Pledgee's initiative. If either Party disagrees with the appraisal results, that Party is entitled to initiate an expert review of the appraisal report in the manner prescribed by the legislation of the Republic of Uzbekistan.

3.5. If the amount received from the sale of the Pledge is insufficient to cover all of the Pledgee's claims (including expenses for settling the principal debt, interest, penalties, and expenses for the sale of the Pledge, etc.), the Pledgee is entitled to recover the unavailable funds from the Pledger's other property on general grounds.

4. RESPONSIBILITY OF THE PARTIES

4.1. If the Pledger fails to provide or fails to provide on time the necessary documents and information for registering the Pledge in the pledge registry, the Pledger shall be liable for all losses incurred by the Pledgee due to the impossibility or delay in registering the Pledge, including, but not limited to, the consequences of early repayment of the entire amount under the Loan Agreement;

4.2. If the deadline for submitting the Technical Passport of the Pledge is exceeded, the Pledger shall be held liable in accordance with the Loan Agreement.

4.3. In the event that the Pledgee exercises the right to independently insure the Pledge in accordance with clause 2.3.7 of this Agreement, the Pledgor is obliged to compensate the Pledgee in full for all actual expenses incurred (including insurance premiums and related payments). The Pledgor hereby grants unconditional and irrevocable consent to the Pledgee, instructs and authorizes the Pledgee to carry out the non-acceptance of the amounts of such expenses from all accounts of the Pledgee opened with the Pledgee and any other banks of the Republic of Uzbekistan, as well as from the Pledgee's bank cards (including those newly opened and issued during the term of this Agreement), in the manner prescribed by Article 783 of the Civil Code of the Republic of Uzbekistan;

4.4. The Pledger shall be liable for the Pledgee's losses arising from the absence of insurance coverage, including damage to or a loss in the value of the Pledge in case of an insurance incident;

4.5. Reimbursement of insurance expenses and losses by the Pledger shall be ensured regardless of the Pledger's other obligations under this Agreement.

4.6. If the Pledger fails to provide other equivalent collateral within the period established by Clause 2.1.4.1 hereof, the Pledger shall be liable for all losses incurred by the Pledgee due to the absence or insufficiency of collateral under the Loan Agreement.

If the performance of the specified obligation is delayed by more than 10 (ten) calendar days, the Pledger shall pay the Pledgee a penalty of "PledgePenaltyRate" % of the value of the Pledge specified in Clause 1.3 hereof, for each day of delay, starting from the 11th (eleventh) day until the date of actual provision of collateral.

The Pledgee is entitled to demand from the Pledger the early fulfillment of obligations under the Loan Agreement, including the early repayment of debt in full, as well as the compensation of documented losses.

Payment of a penalty does not exempt the Pledger from the obligation to provide equivalent collateral.

4.7. If the Pledger fails to fulfill the obligation to ensure the physical access of the Pledgee (or their authorized representatives) to the Pledge Property for inspection and monitoring of its condition, in accordance with Clause 2.1.8 of the Agreement, the Pledger shall pay the Pledgee a fine in the amount of "PledgeFixedPenalty" — % of the Pledge value specified in Clause 1.3 hereto for each instance of such violation.

Payment of a fine does not exempt the Pledger from the obligation to ensure such access, nor from compensating the Pledgee for documented losses caused by the specified violation.

4.8. The Pledger undertakes to compensate for the Pledgee's legal costs and other documented expenses incurred due to the violation of the terms of this Agreement.

4.9. Insurance of the Pledge (CASCO) is mandatory for the Pledgor, except in cases where the Borrower meets the criteria established by the lending terms, with which the Borrower was made familiar upon receipt of the Loan and which are posted on the official website of the Bank. If insurance is mandatory, the Borrower undertakes to insure the Subject of Pledge with an insurance organization on terms acceptable to the Bank, and to maintain such insurance for the entire duration of this Agreement. The Bank shall be the beneficiary upon the occurrence of an insured event. Upon the mandatory nature of the insurance, all obligations of the Pledgor and its liability measures provided for by this Agreement (including clauses 2.1.6, 2.3.7, 4.3, 4.4, and 4.5) shall apply in full. If, in accordance with the established lending terms, insurance of the Pledge (CASCO) is non-mandatory for the Pledgor, the specified obligations and liability measures (including clauses 2.1.6, 2.3.7, 4.3, 4.4, and 4.5) shall not apply.

5. MISCELLANEOUS

5.1. This Agreement comes into force on the date of its signing and is valid until the Loan Agreement is fully executed by the Parties.

5.2. Changing the terms of this Agreement, extending it, or terminating it prematurely by agreement shall be carried out by agreement of the Parties, executed in writing, and in cases provided for by the TBC UZ application functionality, in electronic form with the Pledgee's acceptance (by confirming the relevant notification), except for cases provided for in the clauses of this Agreement regarding the foreclosure of the Pledge.

5.3. This Agreement is drawn up in two copies, one copy each for the Pledgee and the Pledger. All copies of the Agreement have equal legal force.

5.4. The Parties confirm that all terms of this Agreement are agreed upon by them, are clear to them, and do not violate their rights and legitimate interests. The Pledger confirms that they conclude the Agreement voluntarily and consciously, have familiarized themselves with its terms, including the procedure for foreclosure on the Pledge and its implementation, as well as the legal consequences of its conclusion.

5.5. The Pledger confirms and guarantees that:

• The pledge belongs to him on the right of ownership, is free from the rights of third parties, has not been pledged, sold, promised as a gift, is not under arrest, prohibition, or other encumbrance;

• all documents and data submitted/submitted to the Bank regarding the Pledge are/will be authentic and reliable as of the date of their submission;

• The Pledgor possesses full legal and legal capacity and has the right to conclude this Agreement and fulfill the obligations provided for therein.

5.6. The Pledgor hereby grants the Pledgee the unconditional right and consent to perform the following actions:

5.6.1. To process the Pledger's data provided in this Agreement, as well as in the Bank's database and/or stored in the databases of the Credit Bureau and the Pledge Register (hereinafter referred to as the Registers), for the purposes of registration, accounting, and control of collateral in accordance with the rules and regulations provided for by the legislation of the Republic of Uzbekistan. The Pledger is aware of the rights provided for by the legislation of the Republic of Uzbekistan, according to which, upon the Pledger's request, the data processor is obliged to correct, update, add, block, delete, or destroy data if it is incomplete, inaccurate, outdated, or illegally obtained and processed. This consent is valid until the full fulfillment of obligations under the collateralized Loan Agreement and its removal from the Collateral Register.

5.7. Use any information about the Pledge that is freely/openly available, as well as information received from state bodies (including the Main Directorate for Road Safety of the Ministry of Internal Affairs of the Republic of Uzbekistan), appraisal, and insurance organizations, for the purpose of monitoring the condition and value of the Pledge, provided that the receipt and use of this information do not contradict the legislation of the Republic of Uzbekistan.

5.8. Communicate with the Pledger on matters related to the Pledge and the fulfillment of obligations under this Agreement, including the necessity of conducting a Pledge inspection, extending the insurance policy, reducing the market value of the Pledge, and other circumstances affecting the pledge security, by means of telephone calls (with the right to record), social media messages, letters, electronic and SMS messages to the Pledgee's known addresses (data), as well as through negotiations (meetings).

5.9. Documents and confirmations executed in electronic/digital form, including via remote communication channels, have the same legal force as documents on paper signed by the Pledger personally.

5.10. If one or more provisions (terms) of this Agreement become invalid due to law or a court decision, this shall not constitute grounds for terminating the validity of other provisions (terms) of the Agreement. The invalidity of certain provisions of the Pledge Agreement does not entail the invalidity of the main obligation under the Credit Agreement.

5.11. Relations between the Pledgee and the Pledger not specified in this Agreement are regulated by the applicable legislation of Uzbekistan.

5.12. All disputes shall be resolved through negotiations, and when no agreement is reached they are considered:

- in court at the defendant’s place of registration;
- in court at the Pledgee's place of registration;
- the Pledgee also has the right, at its discretion, to file a claim with the Mirabad Interdistrict Court for Civil Cases, the Mirzo-Ulugbek Interdistrict Court for Civil Cases, the Uchtepa Interdistrict Court for Civil Cases, the Shaykhantakhur Interdistrict Court for Civil Cases, or the Yakkasaray Interdistrict Court for Civil Cases;
- or by obtaining a notarial writ of execution in accordance with the procedure established by the legislation. When collecting the debt by obtaining a notarial writ of execution, the Pledger shall unconditionally recognize the validity of the notarial writ of execution.

ACT ON AGREEMENT OF THE CAR COST

Tashkent

“Date**”**

We, the undersigned:

Bank: JSCB “TBC Bank”, represented by “DisbursementResponsiblePerson”, acting on the basis of Charter (hereinafter referred to as “Bank”), and

“FullName”, hereinafter referred to as “Borrower / Pledger” (PINI: “PersonalNumber”, “IDSeriesAndNumber”, “Address”), from the other hand,

have drawn up this act as follows:

Subject: agreement on the cost of the vehicle that is the subject of the Loan Agreement No. “LoanID” ldated “LoanDate” and is subject to pledge within the framework of the specified Agreement.

The Parties have agreed on the cost of the car in the amount of “PledgeAmount” (“PledgeAmountInWords”) and this cost has been accepted as a pledge.

Information on the subject of the pledge / purchase:

- Brand: “Carbrand”
- Model: “CarModel” “Modification” “CarColor”
- Manufactured Year: “YearofManufacture”
- VIN/Identification number: “VINNumber”

Documents confirming the cost:

- Car Purchase and Sale Agreement.

The Parties confirm that:

- The agreed cost is valid during the signing of this act.
- The cost of the car is considered by the Bank when processing the pledge and issuing a loan to the Borrower.
- Any changes to the cost of the car must be agreed upon by the Parties in writing through a specific act.