

## **CONTRACT ON A CREDIT LIMIT OF CREDIT CARD “LOANID”**

Tashkent

“Date”.

**JSC "TBC Bank"** represented by “DisbursementResponsiblePerson” acting on the basis of the Charter, hereinafter referred to as the “Bank” and the individual “FullName” (IPIN: “IPIN” Date of Birth: “birthdate”, “IDSeriesAndNumber”, “Address”), hereinafter referred to as the “Borrower” or “Client”, a citizen of the Republic of Uzbekistan, on the other hand, collectively referred to as the “Parties”, have entered into this Contract on a credit limit on Credit Card (hereinafter referred to as the “Contract”) as follows:

### **1. TERMS AND DEFINITIONS**

- 1.1. **Credit Card** - a bank card issued by the Bank and a bank account attached to it, intended for transactions of the Borrower within the Loan Limit issued by the Bank (hereinafter referred to as the Card).
- 1.2. **Limit** – The maximum amount, fixed and periodically reviewed by the Bank, within which the Borrower is given the opportunity to use funds from a revolving credit line (either in full or in parts) for making transactions using the Card. The credit limit is calculated based on regular assessment of the Borrower’s creditworthiness (scoring) (hereinafter referred to as the “Limit”).
- 1.3. **Reporting Period** – the period of time from the Statement Date (inclusive) to the day preceding the next Statement Date. The first Reporting Period for the Card is calculated from the date of the first transaction on the Card up to the Statement Date.
- 1.4. **Interest-Free Period Debt** - Client's outstanding balance at the end of the Reporting Period as per the Statement, including: the principal debt on the Credit Limit and the payments, commissions, and interest stipulated in the Tariffs and the Agreement, calculated as of the Statement Date.
- 1.5. **Statement** – a card statement issued to the Client in the Bank's mobile application, containing information for each Reporting period, including the amount and deadline for making the Minimum Payment for the principal debt and accrued interest, as well as other information that the Client is obligated to review.

- 1.6. **POS transactions (Purchase)** – Payment for goods and services through physical POS or virtual ePOS terminals, payments for goods and/or services through mobile applications, and/or other transactions according to Card tariffs.
- 1.7. **Cash transactions (Cash withdrawal)** – cash withdrawals through ATMs and/or other transactions equivalent to cash withdrawals according to Card tariffs.
- 1.8. **Business days** in the text of the Contract means the Bank's operating days.

## **2. SUBJECT**

- 2.1. According to the terms of the Agreement and based on the Borrower's credit application approved by the scoring system, the Bank issues a Credit Card and provides a Credit Line Limit on the Card. The Borrower, in turn, commits to repay the Bank the full amount utilized and pay interest for using the Limit in accordance with the terms of this Agreement.
- 2.2. Fees for Card transactions are specified in the TBC Bank Credit Card Tariffs (hereinafter referred to as "Tariffs"), which can be found on the Bank's website in the "Documents" section - <https://tbcbank.uz/ru/documents>.
- 2.3. This Contract is considered concluded after the Borrower accepts the Contract in the TBC UZ mobile application during the loan application process.

## **3. GENERAL TERMS OF CREDIT FINANCING**

- 3.1. **Initial Limit:** "maxlimit" ("maxlimit\_in\_words") UZS.
- 3.2. **Limit Term:** until the next review by the Bank, but no later than "Date"
- 3.3. **Limit Currency:** national currency - UZS.
- 3.4. **Interest Rates:**
  - 3.4.1. **POS transactions (Purchase):** «pos\_rate»%;
  - 3.4.2. **Cash transactions (Cash withdrawal):** «cash\_rate»%;
  - 3.4.3. **Increased interest for late payment:** according to Tariffs.
- 3.5. **Minimum repayment amount (Minimum payment):** "minimal\_payment"% of the principal debt and accrued interest (according to the Tariff).
- 3.6. **Statement Date:** The date of calculation for the Interest-Free Period Debt and the Minimum Repayment Amount. The Bank informs the Borrower about the Card Statement Date through the TBC UZ application or via SMS.
- 3.7. **Repayment Date:** 24th (twenty-fourth) day after the Issue Date. In case the repayment date falls on a non-working day, to avoid the accrual of interest or fees due to the Bank's late receipt of clearing files (actual crediting of the payment), the Client should make the payment in advance, 2-3 days prior.

- 3.8. **Interest-free (grace) period:** the period during which interest is not charged for using the Bank's credit funds to make card purchases within the last Reporting Period, provided that the full amount of the interest-free period debt is paid before the repayment date.
- 3.9. The Bank reserves the right to revise the Limit amount, either decreasing or increasing it. This revision is conducted based on the results of regular assessments of the Client's creditworthiness, solvency, and payment history.
- 3.9.1. In case of unsatisfactory assessment results, the Bank has the right to reduce the Limit amount unilaterally by notifying the Client about this through communication channels provided for in the General Terms and Conditions (including through Application, SMS, Push notification or letter). In case of disagreement with the changed Limit, the Client shall stop using the Card and the Limit and apply to the Bank for termination of the Contract. By continuing to use the Limit or performing operations on the Card, the Client is considered to have agreed to the new Limit. The revised Limit shall enter into force immediately after the Bank sends the relevant notification.
- 3.9.2. Reviewing the Limit for an increase is only possible with the Client's notification. Notification is confirmed through the available functionality of the Appendix and means the acceptance of the updated terms of the loan agreement, taking into account the revised limit. In case of disagreement with the increase of the Limit, the Client has the right to apply to the Bank through established communication channels with a request to cancel it. In this case, the Limit size is restored to the volume that was valid before the increase. The revised Limit comes into force within one day after the Bank sends the corresponding notification.
- 3.10. If the relevant functionality is available in the Application, the Client has the right to initiate a review of the Card Limit. The final decision on granting a new Limit is made by the Bank within 15 working days at its discretion, taking into account internal criteria, including risk assessment and regulatory requirements. The Bank is not obligated to disclose to the Client the reasons for the decision made. If approved by the Bank, the revised Limit takes effect within one day after the Bank makes the relevant decision.
- 3.11. The current Limit amount is always displayed in the Application interface.
- 3.12. The Bank reserves the right, at its discretion, based on the assessment of credit and/or operational risks, as well as in cases where the Client violates payment discipline or in other circumstances determined by the Bank, to temporarily restrict the use of the Limit partially or fully. In such cases, the size of the approved Limit remains unchanged. If a temporary restriction is imposed, the available portion of the approved Limit will be displayed in the interface of the Bank's application - TBC

UZ. The restriction remains in effect until the relevant circumstances are resolved and may be lifted or eased by the Bank.

#### **4. REGISTRATION OF THE CREDIT LINE AND CARD LIMIT**

- 4.1. The Borrower submits a loan application in the Bank's TBC UZ application to receive the Limit. By processing the loan application, the Client confirms their familiarization with the minimum requirements for obtaining a loan posted on the Bank's website.
- 4.2. After conducting the Borrower's scoring and obtaining a positive result, the Bank provides a Loan Agreement with individual lending terms, including the amount of the approved primary Limit. The Borrower must review the Agreement and accept it in the mobile application according to the instructions provided in the interface.
- 4.3. After the Agreement is accepted, the Bank issues a Card in the name of the Borrower. The Card is produced within 3 to 10 business days. The exact delivery time for the Card is communicated to the Borrower through the Bank's communication channels and may vary depending on the delivery address.
- 4.4. After receiving the Card, the Borrower must activate it. Card activation is performed through the TBC UZ mobile application following the instructions provided in the app's interface.
- 4.5. After the Card is activated, the limit becomes available for spending no later than one business day after the Card is activated.
- 4.6. The general terms for using bank cards are governed by the General Terms and Conditions for provision of Banking Products and Services of TBC Bank (hereinafter referred to as the "GTC") (please see <https://tbcbank.uz/ru/documents>).

#### **5. EXPENDITURE, INVOICING, AND REPAYMENT**

- 5.1. The Borrower may make payments, withdraw cash, as well as other transactions stipulated in the Card's functionality. Limit funds may be used for any expenses not prohibited by the legislation of the Republic of Uzbekistan.
- 5.2. As the credit limit is used, the available limit decreases by the utilized portion and is replenished by the amount of the repaid principal debt. The Bank charges interest on the used portion of the limit starting from the day following the confirmation of transactions (clearing results) from the payment system that services the Card.
- 5.3. If the available credit limit is insufficient to cover commissions, currency exchange differences, tariff service fees, recurring/automatic deductions from third-party services, and/or other expenses agreed upon by the Borrower, the Bank may provide the Borrower with a technical overdraft to cover these expenses. The technical overdraft is added to and repaid along with the principal debt.

- 5.4. The Bank shall send a Statement to the Borrower monthly on the date of the Statement (Clause 3.6) with the sum of the transactions performed and the debt incurred for the past Reporting Period (Clause 1.3) to the Bank.
- 5.5. The debt shall be repaid monthly until the end of the operating day of the repayment date (Clause 3.7), with payments in the amount of the Minimum Repayment Amount (Clause 3.5) or the full amount of the interest-free period debt.
- 5.6. From the Statement Date to the Repayment Date, the Borrower is granted an Interest-Free Period (Clause 3.8). From 00:01 on the first day until 19:00 on the last day of the Interest-Free Period, the Borrower may independently repay the entire debt shown on the Statement early without paying accrued interest, except for the cases specified in Clause 5.7.
- 5.7. In case:
  - 5.7.1. during the Reporting Period the Borrower conducted cash transactions (Clause 1.7) - interest accrued for such cash-transactions is subject to full payment.
  - 5.7.2. During Reporting Period the Borrower performed Pos-transactions (Clause 1.6) and Cash-transactions - the Borrower needs to repay all the debts of the reporting period so that Pos-operations are repaid interest-free. To ensure interest-free repayment of POS transactions, the Borrower must repay the entire debt for the reporting period. If the full amount owed for POS transactions and cash operations from the reporting period is not repaid within the interest-free period, all interest accrued during the reporting period becomes due for repayment.
  - 5.7.3. In the previous Reporting Period the Borrower's Minimum Payment was overdue.
- 5.8. On the repayment date, the Borrower's funds in the amount of the outstanding debt shall be automatically debited from the account. In case of insufficient funds on the Card, the funds shall be debited from other bank accounts or linked cards in the TBC UZ app.
- 5.9. A payment aimed at repaying the debt shall be considered successful after the funds are received by the Bank, namely after the payment transaction (receipt and processing of clearing) is confirmed by the payment system or the payment company through which the payment is made.
- 5.10. Payments towards debt repayment shall proceed to repayment in the next stage:
  - 5.10.1. Proportional overdue debt on the principal, overdue interest payments, and interest payments for overdue principal;
  - 5.10.2. Accrued interest for the reporting period;
  - 5.10.3. Outstanding principal debt;

#### 5.10.4. Other bank expenses related to debt repayment.

In this case, if the client has outstanding interest and principal debt for both POS transactions and Cash transactions, the debt for POS transactions is repaid first.

- 5.11. If on the Repayment Date there are insufficient funds in the Borrower's accounts and/or the payment has not been made in full, the Borrower shall incur overdue debt, and the Card Limit shall be blocked. In this case, the entire amount of the Increased Interest will be included in the overdue debt. (Clause 3.4.3).
- 5.12. The Borrower needs to repay all accrued overdue debt and other mandatory payments to the Bank to unblock the Limit. After the debt is repaid, the Borrower may use all available funds within the Credit Limit as usual, unless the Bank exercises its rights under Clauses 6.2, 7.1.2 and 9.1 due to the Borrower's creditworthiness deterioration.
- 5.13. If, 20 (twenty) months before the Limit, the Borrower has an unpaid used limit, then the Limit is closed, and the amount of the existing debt is subject to repayment monthly in the amount of one twentieth of the amount of the debt.

## 6. LIMIT PERIOD AND CARDS

- 6.1. The credit limit is granted to the Borrower for a period lasting until they reach retirement age, as specified in Article 7 of the Law of the Republic of Uzbekistan "On State Pension Provision of Citizens". If on the day the Borrower reaches the age of 58 (fifty-eight) for men or 53 (fifty-three) for women, there is no outstanding balance on the credit limit, the unused limit shall be closed, and the agreement shall cease to be valid.
- 6.2. The card is issued for a period of 5 (five) years. The card is valid until the last day of the month, and year specified on the Card. If, after the expiration of the Card, the Borrower does not declare the termination of the Contract, the Bank may, at its discretion, reissue the Card for a new term.

## 7. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 7.1. The Bank is entitled to:

- 7.1.1. review the Borrower's solvency and control over the fulfillment of obligations.
- 7.1.2. refuse to provide, unblock, and/or modify the Limit at its discretion before conclusion of the Contract or at any time during its validity period.
- 7.1.3. write off the Borrower's overdue debt from all accounts and deposits in the Bank and/or other banks of the Republic of Uzbekistan without acceptance.

- 7.1.4. block the Card, Limit and/or suspend operations on the Card or its reissuance in the event of overdue debt and/or on grounds stipulated by anti-money laundering legislation, as well as for the purpose of preventing violations by the Bank.
- 7.1.5. conduct calls and conversations regarding debt repayment with contact persons specified in the loan application, as well as any other individuals who, according to the Bank's information, may be able to assist the Borrower in fulfilling overdue financial obligations.
- 7.1.6. submit information on fulfillment of obligations by the Borrower under the Contract to credit bureaus and state registers of credit information.
- 7.1.7. request information on the purpose and plans for spending the funds, clarify personal, identification, and other data about the Borrower.
- 7.1.8. change the set of possible Card operations, modify the permitted operations within the Limit, and add to or amend the list of POS and Cash transactions.
- 7.1.9. change the terms of the Contract and the Tariffs for the Card unilaterally in accordance with the General Terms and Conditions for provision of Products and Services of JSCB "TBC Bank".
- 7.2. **The Bank shall:**
  - 7.2.1. ensure the Limit, Card, and Card banking service.
  - 7.2.2. direct the received funds towards repayment of the outstanding debt.
  - 7.2.3. consult the Borrower on using the Limit, the Card, and the terms of the Contract.
  - 7.2.4. exempt unilateral modification of the terms of this Contract resulting in restriction of the Borrower's rights and/or increase in obligations, except for cases directly stipulated in the Contract.
- 7.3. **The Borrower is entitled to:**
  - 7.3.1. use Limit funds and perform transactions on the Card at your discretion.
  - 7.3.2. repay debt fully or partially on time without payment of commission for early repayment.
  - 7.3.3. contact the Bank for information on existing debts, consultations on Limit usage, and Card usage.
  - 7.3.4. contact the Bank regarding limit increases, card reissuance, and to report technical issues.
  - 7.3.5. refuse the Limit at any time before receiving it, as well as after receiving it, provided there is no outstanding debt to the Bank.
- 7.4. **The Borrower shall:**

- 7.4.1. repay debts on time and pay commission/tariff fees for Card, Limit, and other banking services.
- 7.4.2. submit documents and information on the Bank's request regarding their financial position and the purposes of spending the funds.
- 7.4.3. within 5 (five) working days, notify the bank of changes in their contact details, passport details, and residential address.
- 7.4.4. not to share PIN codes, SMS access codes, one-time passwords, mobile device access to the third parties.
- 7.4.5. return the Card to the Bank upon the Bank's request in case of earlier termination of the Contract within 10 (ten) days from the date of termination.
- 7.4.6. Not to transfer one's rights and obligations under the Contract to the third parties without the consent of the Bank.

## **8. RESPONSIBILITY**

- 8.1. The Borrower is responsible for the timely and full return of the debt to the Bank.
- 8.2. The Borrower is also responsible for:
  - 8.2.1. legality, appropriateness, and correct execution of transactions carried out using the Card;
  - 8.2.2. safekeeping of the Card and protection from compromise;
  - 8.2.3. confidentiality of information allowing access to the Card, Limit, and Borrower's account;
  - 8.2.4. payment orders, consents, and authorizations made from the Borrower's account or using the Borrower's personal data through the bank's communication channels.
- 8.3. Liability measures for the Bank and the Borrower not specified in this Contract shall be applied in accordance with the legislation of the Republic of Uzbekistan.
- 8.4. The Bank shall not be liable to the Borrower for any losses or expenses incurred in connection with the conclusion of this Contract, the use of the Card and/or the Limit, or the Borrower's failure to fulfill its obligations.
- 8.5. The Bank bears responsibility in accordance with the General Terms and Conditions.

## **9. TERMINATION**

- 9.1. The Bank has the right to block the Limit and terminate the Agreement unilaterally by notifying the Borrower through electronic communication channels or mobile application on the day of termination, if:

- 9.1.1. The Borrower has not activated the Card for 6 (six) months after its issuance;
  - 9.1.2. The Borrower avoids debt repayment and/or fulfillment of the Bank's other requirements for more than 1 business day after the occurrence of the overdue payment;
  - 9.1.3. The Borrower avoids communication with the Bank and fails to provide the documents/information requested by the Bank within 5 (five) business days from the date of the demand;
  - 9.1.4. An investigation is being conducted against the Borrower / a criminal case has been initiated / enforcement proceedings are underway / a petition has been filed to declare the Borrower bankrupt / there are creditors' claims exceeding half of the Borrower's available Credit Limit;
  - 9.1.5. The Borrower has committed illegal/fraudulent/corruption/insulting actions against the Bank or its employees;
  - 9.1.6. International or local sanctions have been taken against the Borrower;
  - 9.1.7. The Borrower has provided inaccurate/false information about themselves and their financial position.
  - 9.1.8. Within 30 (thirty) days after signing the Contract and approving the Limit, the Borrower has not fulfilled the Card order.
- 9.2. The Borrower has the right to terminate the Contract by notifying the Bank 30 (thirty) days before the date of termination, provided that the Borrower does not have outstanding debt to the Bank on the date of notification of termination (in the last Statement formed before the notification date, there is no debt on the principal debt and interest).

## **10. JURISDICTION**

- 10.1. All disputes that may arise from this Contract or in connection with it, the Bank and the Borrower shall strive to resolve them through bilateral negotiations. The claim procedure is mandatory. The period for considering the claim is 15 (fifteen) calendar days.
- 10.2. If the dispute is not resolved peacefully, then this dispute is subject to final resolution at the discretion of the Bank:
- 10.2.1. in the civil court of the Republic of Uzbekistan in the manner prescribed by the General Terms and Conditions;
  - 10.2.2. by obtaining a notary's writ of execution, in accordance with the procedure established by law. When recovering debt through obtaining

a notary's writ of execution, the Borrower acknowledges the validity of the notary's writ of execution as incontestable.

## **11. MISCELLANEOUS**

- 11.1. The Contract is an integral part of the General Terms and Conditions. The general requirements for provision of card, payment, and credit products, as well as matters concerning the Bank's communication with the Borrower, are governed by the General Terms and Conditions.
- 11.2. In cases not stipulated by this Agreement and the General Terms and Conditions, the Bank and the Borrower shall be guided by the applicable legislation of the Republic of Uzbekistan.
- 11.3. The Borrower grants consent to the Bank to request information about the Borrower from credit bureaus and other sources/providers of information regarding the Borrower;
- 11.4. The Contract is concluded after acceptance of Clause 2.3 hereto and shall remain in effect until its expiration or until the Borrower fully fulfills its obligations.
- 11.5. Modifications to the terms of this Contract are permitted only by mutual consent of the Parties, except for cases stipulated by law.
- 11.6. All modifications and additions to this Contract shall be drawn up in writing, as well as, in cases where such are provided for by the functionality of the TBC Uz application, in online form and acquire legal force after their acceptance by the Borrower (by confirming the relevant notification).