

**APPROVED BY**  
Minutes of the Management Board  
of JSCB “TBC Bank”  
dated \_\_\_\_\_, 2025 № \_\_\_\_

Chairman of the Management Board  
Tetrashvili S.

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**GENERAL TERMS AND CONDITIONS**  
**for provision of banking products and services**  
**of JSCB “TBC Bank”**  
**(new edition)**

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## Chapter 1. Introduction and Structure

**1.1.** These General Terms and Conditions for provision of banking products and services are an official offer (offer) of the Joint Stock Commercial Bank “TBC Bank” (hereinafter referred to as the “Bank”) addressed to individuals and/or self-employed persons (hereinafter referred to as the “Customer”) for provision, including online services offered by the Bank and governing the procedures, rights and obligations of the Parties when using banking services.

**1.2.** Relations between the Bank and the Customer are regulated by these General Terms and Conditions for provision of banking products and services (hereinafter referred to as the “GTC”), which contain the following documents:

**1.2.1** Application/Request (previous Agreement/Application)/online Application/Request for opening, servicing of Bank accounts and providing other banking services;

**1.2.2.** Service Tariffs specified on the site [www.tbcbank.uz](http://www.tbcbank.uz);

**1.2.3.** Contracts for separate banking products and services;

**1.2.4.** Any additional terms, conditions, offers and appendices that may be introduced by the Bank to provide and regulate current and / or future services.

**1.2.5.** Any appendices, amendments and additions to the GTC and the documents specified in Clauses 1.2.1.-1.2.5. are an integral part of the GTC concluded between the Bank and the Customer for provision of a specific service (regardless of how it is established in accordance with the relevant GTC). Therefore, they must be interpreted together with the specified GTC, taking into account of the relevant context.

**1.2.6.** The Customer shall read and understand the GTC, fill out (where necessary) and sign/confirm/accept the documents specified in Clauses 1.2.1.-1.2.5. in which it confirms and declares that it has read and is aware of the GTC and agrees with them and confirms that the information provided by Customer to the Bank is true, valid and accurate.

**1.2.7.** The Customer provides the Bank with a valid identity document (a passport or a document replacing a passport in accordance with the applicable legislation of Republic of Uzbekistan), the data of which shall be included in the Application/Request or online Application/Request, agreements and other databases of the Bank.

**1.2.8.** The Bank may refuse to provide services to the Customer if the Customer does not properly fill out, sign/accept and/or submit to the Bank the valid documents (duly filled out) and/or reliable and complete information necessary to obtain the service, as well as on the grounds provided by the applicable legislation.

**1.2.9.** The Bank may start providing its services only after filling required mandatory fields of the relevant Application (Request), providing to the Bank requested documentation and/or information and signing the Application/Request (earlier Agreement/Application) or acceptance of online Application/Request.

**1.2.10.** By confirming/accepting the GTC the Customer agrees that the Bank through any possible channels can verify any information about the Customer provided by the Customer and / or received from the third parties.

**1.2.11.** By confirming/accepting the GTC, the Customer agrees to open a bank account.

**1.2.12.** If necessary, the Customer shall provide the Bank with original documents or their notarized copies for obtaining certain banking services based on the requirements of the applicable legislation of the Republic of Uzbekistan.

**1.2.13.** The Customer is personally responsible for the authenticity, reliability truthfulness, validity and correctness of any documents provided to the Bank.

**1.2.14.** According to the procedure established by the legislation of the Republic of Uzbekistan the Bank has the right to request the Customer to translate, apostille or legalize the documents issued in another country.

**1.3.** The Bank provides the Customer with all banking services specified in the GTC exclusively in non-cash form, without performing cash transactions.

**1.4.** The Bank does not enter into business relations with individuals and legal entities that are included in the sanction lists of OFAC, FATF, EU (EC), UN (UN), the French Sanction List (Ministry of Economics and Finance), as well as the UK Sanction Lists.

**1.5.** While carrying out its activity the Bank does not intend to establish or support a customer or counterparty relationship with a legal entity or individual in accordance with the applicable sanction regimes. In order to comply with the requirements of international sanctions, the Bank shall conduct due diligence of business partners, customers, their authorized persons, beneficial owners and counterparties in transactions for compliance with the sanction lists.

**1.6.** The Bank refrains from entering into relationships with legal entities or individuals related to the governments of countries which are subject to sanctions.

**1.7.** In addition, the Bank shall use other sanction lists as determined by local law and/or lists that are specific to the jurisdiction or scope of the Bank.

**1.8.** The Bank does not enter into business relations and does not provide services to persons under sanctions established by UN Security Council Resolution No.1373 (2001). Other prohibitions and restrictions arising from various sanction regimes are established by the Bank's internal documents in accordance with the local legislation, sanction requirements, identified risks and resources to manage these risks.

## **Chapter 2. Terms and Definitions**

**2.1.** For the purposes of the GTC, the terms, definitions and abbreviations used have meanings that apply to contracts (including applications, requests) concluded when the Customer accepts the GTC, and other documents legalized in connection with the emergence of relations between the Customer and the Bank.

**2.2.** In the GTC the following terms, definitions, and abbreviations are used with the following meanings:

**2.2.1. Card activation** - a procedure for the Bank to cancel the technical restriction established when issuing the Card for the Holder to perform expenditure operations using the card, which provides for the Bank's refusal to grant authorization regardless of the Payment limit or any other conditions, in any way offered by the Bank;

**2.2.2. Banking services** – paid and free banking services provided by the Bank in accordance with the agreement;

**2.2.3. Card/account blocking** – a full or temporary ban on making payments using a Bank card/account and / or performing operations;

**2.2.4. Bank card** - a physical or virtual payment card issued by the Bank which provides its owner (Customer) with the ability to repeatedly perform operations on a bank account, including making payments and receiving cash amounts from the account. The types of operations that a customer who owns a bank card is entitled to perform on a bank account are established by the agreement between the holder and the Issuer of the bank card;

**2.2.5. Bank** - Joint-Stock Commercial Bank “TBC Bank”, which is a Party to the GTC;

**2.2.6. Bank secrecy** – information protected by the Bank (a) about transactions, accounts and deposits, (b) about its Customer, received by the Bank in connection with the provision of banking services, (c) availability, nature and value of the Customer's property stored in the Bank's vaults and premises, (d) about interbank transactions and transactions made on behalf of the Customer or in its favor, (e) about the customer of another Bank, information that became known as a result of the treatment of banking secrets between banks, (f) about participants in the accumulative pension system, the amount and movement of amounts pension Contributions, pension savings on individual accumulative pension accounts of citizens.

**2.2.7. Banking product** - any banking product provided by the Bank to the Customer, including online microloans/microcredits, salary backed loan, etc.

**2.2.8. Statement** - information about operations and balances on the Customer's Account for a certain period of time, provided in the form defined by the Bank;

**2.2.9. Grace period** – a period of time during which remuneration or commissions related to the provision of Credit and other commissions provided for in other agreements are not accrued or charged in accordance with the GTC, or a discount is provided for the payment of certain services, or deferred payment for the main debt or Remuneration, or other individual temporary improvements to the terms of contracts provided for by the GTC. The grace period may apply to one or more persons, one or more Transactions for a period determined by the Bank. The terms of the grace period are communicated by the Bank by publishing the relevant information on the Internet resource at [www.tbcbank.uz](http://www.tbcbank.uz) and / or by sending the SMS message and / or written notification;

**2.2.10. Transaction date** – the date when the transaction is occurred;

**2.2.11. Settlement date** – the date when funds are debited from the Customer's card account for a previously completed transaction;

**2.2.12. Agreement** - the integrity of the Application signed and / or approved, including in electronic form and submitted by the Customer to the Bank, the GTC and/or any additional appendices that have already been signed/will be signed/confirmed in relation to the GTC and is an integral part thereof;

**2.2.13. RBS or TBC App Software** - an application for mobile phones (Android, iOS and / or any other system that can be developed by the Bank at its discretion), **developed by the Bank and allowing the Customer to access their accounts and perform certain actions sanctioned by the Bank;**

**2.2.14. Available credit limit balance** – the amount of the part of the credit limit not used by the Customer, equal to the difference between the credit limit and the amount of the principal debt;

**2.2.15. Debt** – the amount of money to be paid by the Customer, including the principal amount, loan amount, overdraft amount, accrued but not paid Remuneration, commissions, fines, penalties, fees, and other payments stipulated by agreements concluded with the Customer;

**2.2.16. Borrower** – a Customer who has been granted a loan;

**2.2.17. Application/Request or online Application/Request** – a document drawn up in the form established by the Bank, containing the Customer's proposals addressed to the Bank on the conclusion of contracts or performing any specific actions;

**2.2.18. Legislation** - a set of applicable laws and regulations, as well as international agreements and contracts included in the legal system of the Republic of Uzbekistan;

**2.2.19. PIN Access Codes** – codes, passwords, usernames and/or any other codes, self-selected and/or provided to the Customer by the Bank (depending on the circumstances), including without limitation, those generated through the use of electronic devices and authentication means that the Bank may deem necessary for self-identification of the Customer, in order to secure safe access to the e-channels;

**2.2.20. Confidential information** – any information/document (including without limitation, information/documents regarding personal, share participation, financial data of the Party, information/document containing information about the owner/manager/Affiliate of Party(ies), agreement(s) with Third Party(ies), movable and immovable asset(s), business process/procedures, marketing strategies, project(s) of the Party and/or other information) received, processed, created and/or sent by one Party to another upon signature and/or during performance of the Agreement and/or any other significant information/documentation;

**2.2.21. Access code** – an individual digital code and / or alphabetic access code to the Customer's information, called when the Customer remotely contacts the Bank for identifying the Customer, by phone when calling the Call Center, via remote communication channels, as well as in other cases provided by the GTC;

**2.2.22. Compromise** - loss or suspicion of loss of a PIN card, access codes or authentication data, or suspicion of third parties' access to a PIN card, access codes or authentication data.

**2.2.23. Commercial currency rate of the Bank** – Bank's exchange rate fixed based on supply and demand in the exchange market.

**2.2.24. Loan** – the amount of money received by the Borrower for all loan operations, including at the expense of a credit line, provided on terms of urgency, payment and repayment, for the purchase of goods, works and services not related to the implementation of business activities;

**2.2.25. Credit line** – the Bank's right to lend to a Borrower on terms that allow the Borrower to determine the time of getting the loan and performing loan transactions, but within the amount and time specified by the rules on internal credit policy of the Bank, and GTC within the maximum credit line amount for the account of a particular Bank's credit limit on revolving or non-revolving basis;

**2.2.26. Credit limit** – the maximum amount of the principal debt on loan operations, for each specific time, determined by the Bank within the maximum size of the credit line, which can be used by the Borrower at the same time;

**2.2.27. Maximum credit line amount** – the maximum amount of the credit limit within the credit line that can be granted in accordance with the Credit Agreement;

**2.2.28. Minimum payment** – the method of repayment, by making payment, the amount of which is expressed as a percentage of the credit limit or the outstanding amount, or determined by the Bank in a different order, the payment of which the Customer is required in the presence of debt, for debt repayment, to be determined by the Bank within the term of the credit line within the maximum funding period;

**2.2.29. IPU** - International payment system (VISA);

**2.2.30. Phone number** – the mobile or home phone number of the Customer, provided by the Customer to the Bank;

**2.2.31. Collateral** – a guarantee, surety, including a real surety and other means of ensuring the fulfillment of obligations provided to the Bank to ensure fulfillment of the Borrower's obligations under the loan agreement;

**2.2.32. Operation** – any operation (transaction) to be reflected in the accounts, including expenditure operations, as well loan operations (expenditure operations at the expense of the credit limit), using a Card (payment for goods and receipt of cash), depositing money to accounts in cash or non-cash; chargebacks; debiting money by the Bank to repay debt; debiting accrued fees, commissions and interest in accordance with the Application, Loan Agreement and the GTC; other operations to be reflected in the Customer's accounts;

**2.2.33. Bank's operational day** - a part of the banking operational day, indicating the time allotted for the receipt, processing of cash settlement documents and the reflection of banking transactions in financial accounts;

**2.2.34. Principal debt** – the part of the Customer's Debt that represents the amount of loan operations performed, not returned (not paid) by the Customer, as well as the amount of capitalized remuneration and other payments;

**2.2.35. Appendix** - any additional document (s) developed and defined by the Bank that specifies, changes, and / or introduces new services, fees, penalties, and / or any other terms of the GTC;

**2.2.36. Interest** - per annum (calculated on the basis of 365 (three hundred and sixty five) calendar days in a year) interest rate fixed by the GTC, which are charged by the Bank on funds held in the account of the Customer and paid by Customer in accordance with the terms of these GTC calculated on actual calendar days during which the customer has the funds in the account;

**2.2.37. Card PIN** – a Personal identification number, a secret code assigned to the cardholder and intended for identification of the cardholder;

**2.2.38. Payment at the Customer's choice** – a method of debt repayment, by making a payment, the amount of which is determined by the Customer independently and should not be less than the minimum payment set by the Bank, unless otherwise provided by the GTC;

**2.2.39. Payment limit** – the amount of money within which the Customer is entitled to perform expenditure operations using the Card. It includes the positive balance of money on accounts in amounts and available credit limit balances less the amount of transactions, that have not yet been reflected in the accounts;

**2.2.40. Positive balance** – the amount of the Customer's money on the Card service account if there is no overdue debt;



**2.2.41. Promo period** – the period during which certain banking services and / or service packages are provided free of charge or at reduced rates;

**2.2.42. Politically Exposed Persons (PEP)** - persons appointed or elected permanently, temporarily or by special authority, performing organizational and administrative functions and authorized to perform legally significant actions in the legislative, executive, administrative or judicial body of a foreign state or in an international organization, as well as high-ranking heads of enterprises of foreign states, famous politicians and well-known members of political parties of foreign states.

**2.2.43. Unblocking the Card** – taking measures and decisions by the Bank to cancel previously established restrictions on the use of the Bank card by the Customer;

**2.2.44. Recommended payment** – a method of repayment of debt by making a payment expressed as a percentage of a loan, or of the amount of debt, the payment of which is mandatory if there is a debt, to repay the amount of debt in equal installments within a period not exceeding one year or another period, within the limits determined by the Bank during the term of the credit line/microloan/microcredit;

**2.2.45. Self-employed persons** - individuals who independently carry out activities aimed at generating income, based on personal participation in providing services to individuals and legal entities. They are not registered as individual entrepreneurs, but are registered with the state tax authorities, retaining the right to have their work experience accounted for and to use incentive-based benefits.

**2.2.46. Customer information** – documents and information provided by the Customer to the Bank for entering into agreements for banking services and receiving banking products, containing information about the potential Customer, assurances, consents and guarantees of the Customer, signed/confirmed and transmitted by the Customer to the Bank;

**2.2.47. Service package** – a package of additional free banking services provided by the Bank in case of acceptance of the offer to conclude a service package agreement at the discretion of the Bank;

**2.2.48. Card validity period** - a period during which the Card may be used for making Transactions. The Card is valid until the last day of the month of the year indicated in digital format on its front side, including;

**2.2.49. Account** – Bank accounts, including, but not limited to, a Card service account and/or a Bank service account, and/or a savings account and/or foreign currency accounts (if activated) and/or foreign currency savings accounts (if activated) opened in accordance with the GTC for purposes not related to business activities;

**2.2.50. Party/Parties** - the Bank and / or the Customer, depending on the circumstances;

**2.2.51. Third party** - any person, except for the Central Bank of the Republic of Uzbekistan, the Customer and the Bank;

**2.2.52. Tariff plan** - a document (electronic or written) containing information about the amount and rules of calculation, collection and accrual of interests, commissions, fees and penalties, as well as other information, which is an integral part of the relevant Agreement and GTC;

**2.2.53. Tariffs** - a set of Tariff plans and other tariffs for the Bank's services, which is an integral part of the GTC;

**2.2.54. 3D-Secure technology** - a technology for confirming an online transaction by a cardholder using a one-time password.



**2.2.55. TSE** - a trade and service enterprise that accepts IBC as payment for goods (works, services) both on the territory of the Republic of Uzbekistan and abroad.

**2.2.56. Remote communication channels** – means of transmitting and exchange of information between the Customer and the Bank via e-mail (email), RBS, postal communication, Internet banking, mobile banking, SMS messages, telephones, Fax, ATM, POS terminals, terminals, electronic Cabinet, including an Internet kiosk, used in accordance with the procedure and conditions determined by the Bank;

**2.2.57. Holding** – freezing of funds on IBK as a result of a successful transaction for the amount of the transaction. The holding is valid until the settlement date.

**2.2.58. Fine**- the amount of money, to be paid by the Parties in case of non-fulfillment and/or improper fulfillment of their contractual obligations;

**2.2.59. Electronic channel** - any physical or electronic infrastructure, device, hardware, software, application developed and offered by the Bank that allows the Customer to perform transactions authorized by the Bank, including, without limitation, ATM, RBS, USSD platform, self-service payment terminals and / or payment terminals and / or websites;

**2.2.60. Electronic banking services** - services related to obtaining access by the Customer to his/her bank account(s) to obtain information on the amount of money in his/her bank account(s), operations carried out on bank account(s), payments and money transfers, opening or closing of bank account(s) and/or other acceptable types of banking operations;

**2.2.61. Electronic money** – unconditional and irrevocable monetary obligations of the Issuer of electronic money, stored in electronic form and accepted as means of payment in the electronic money system;

**2.2.62. Call Center** – a division of the Bank or a service that receives and processes customer calls, informs about the Bank's products and services, and performs other functions defined by the Bank for Customer service;

**2.2.63. SMS** - a short message service consisting of text messages sent to a mobile device;

**2.2.64. USSD Platform** – software support provided by mobile phone network operators which enables the Customer to carry out transactions and access his/her Account(s) via the mobile phone.

**2.3.** The words “including”, “for example”, or “such as” do not limit the meaning of the words following them.

**2.4.** The singular includes the plural and vice versa.

## **Chapter 3. General terms and conditions for providing banking services**

**3.1.** The relations between the Customer and the Bank related to the provision of banking services to the Customer, the Customer receiving a microloan/microcredit from the Bank, a loan, issuing and servicing a payment bank card, as well as services for opening, maintaining and closing bank accounts and other banking services to the Customer are regulated according to the GTC.

**3.2.** The services are provided to the Customer in accordance with, but not limited with the GTC, after conclusion of the relevant banking agreements.

**3.3.** Acceptance by the Bank of documents required for the loan, microloan/microcredit, account

opening, not entail the obligatory conclusion of such contracts by the Bank. The Bank is not obliged to provide services and incur obligations stipulated by the GTC prior to conclusion of contracts in the prescribed manner. The Bank's actions specified in the relevant agreements are recognized as confirmation of the conclusion of contracts.

**3.4.** The Customer authorizes and agrees to pay for the Bank's services via direct debiting the Customer's accounts by the Bank and/or via debiting without acceptance or auto-debiting funds by the Bank during operations from the Customer's account or from any other bank account of the Customer in the Bank or other banks of the Republic of Uzbekistan.

**3.5.** Upon prior notification the Customer the Bank may record telephone conversations with the Customer when they contact the Call Center, the Bank's authorization service, or other divisions of the Bank to control the quality of Customer service, as well as use the record to confirm the fact of such a request.

**3.6.** Using remote communication channels, the Customer confirms that they have provided the necessary privacy regime and have all the necessary technical and software resources, including protection against malicious computer programs, unauthorized access/encroachment by the third parties.

**3.7.** In cases stipulated by the legislation of the Republic of Uzbekistan and/or internal regulatory documents of the Bank for correspondence, sending notifications, operations and transactions and other actions, one/more of the following types of confirmation can be used if necessary: electronic digital signature, confirmations, obtained through the RBS, remote communication channels, telephone communications, physical signature or other means of confirmation that do not contradict the requirements of the current legislation of the Republic of Uzbekistan.

**3.8.** The Customer does not have the right to transfer (assign) its rights and obligations under the agreements concluded with the Bank to the third parties without the consent of the Bank.

**3.9.** In case the Customer is not on the territory of the Republic of Uzbekistan temporarily and its telephone number tied to the Bank's mobile application during its absence is used by another person, the bank services shall not be provided to the Customer. The Bank may restart provision of bank services to the Customer only after its visiting to the Bank or any territorial Centers for Bank Services.

**3.10.** Please note that not all Bank services are available 24 hours a day, 7 days per week.

**3.11.** If the Customer has insufficient funds on their card or other Bank accounts for commission payments, currency exchange differences, tariff service payments, loan repayment, and other expenses, then a technical overdraft is automatically opened for the Customer to pay these expenses.

**3.12.** If the Customer has a technical overdraft, the Customer must top up the card for the negative balance within 5 calendar days.

## **Chapter 4. Bank account agreement**

**4.1.** According to the terms and conditions of this Agreement and after acceptance by the Customer of the General Terms and Conditions for provision of bank products and services of the JSCB "TBC Bank" (hereinafter - GTC) the Bank undertakes to open accounts in national/foreign currency (hereinafter - Account) (for non-residents within 15 banking days), to accept and transfer funds to the Customer's (account owner's) account, to execute Customer's orders including through the RBS channels on writing-off, transfer and issue of respective amounts from the account, to provide other operations

on the account, on the terms and in the order provided by the GTC, this Agreement and the current legislation of the Republic of Uzbekistan.

**4.2.** Additional services and facilities are provided by the Bank, including through the use of RBS upon GTC accepting by the Customer and requesting for other additional services.

**4.3.** The Customer in its turn undertakes to pay a commission in accordance with the current tariffs approved by the Bank and posted on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**4.4.** This Agreement is an integral part of the GTC and the Application/Request (before Agreement/Application) and online Application/Request for opening, servicing bank accounts and providing other banking services and products (hereinafter referred to as the Application/Request)

**4.5.** The Terms and definitions used in this Agreement are specified in the GTC.

**4.6.** For an account opening the Customer must read and accept the terms and conditions of this Agreement and GTC, sign the Application/Request (before Agreement/Application) or accept Application/Request, as well as request to open an Account in the RBS system.

**4.7.** The Bank accepts from the Customer an amount of money to be deposited on a deposit account opened in accordance with the current legislation of the Republic of Uzbekistan.

**4.8.** Crediting, transfer of the corresponding amounts is made in accordance with the procedure established in the GTC and the current legislation of the Republic of Uzbekistan exclusively in non-cash form.

**4.9.** The Bank provides services to the Customer in the Bank's offices during the operation day (except weekends and public holidays). Customer service through online platforms (RBS system) is ensured twenty-four hours a day, with online orders of the Customer made after the operational time set by the Central Bank of the Republic of Uzbekistan shall be reflected in the personal account on the next banking day. The Bank shall close the operation day not at the same time and it may relate to the technical updates of the Bank's mobile application.

**4.10.** If funds are available and no transactions have been made for 3 years, 20206 "Demand Deposit of Individuals" account without movement is opened for the Customer, which is maintained in accordance with the procedure established by the applicable legislation of the Republic of Uzbekistan.

**4.11.** The Bank debits funds from the Account in the cases stipulated by the GTC, contracts for receiving certain banking products and the legislation of the Republic of Uzbekistan.

**4.12.** The Bank shall:

**4.12.1.** Open an Individual Demand Deposit account for the Customer based on his/her request, the GTC and this Agreement.

**4.12.2.** Hold Customer's funds, credit incoming amounts to the account, execute Customer's orders on their transfer or withdrawal, as well as perform other operations stipulated by the current legislation of the Republic of Uzbekistan, the GTC and this Agreement exclusively in non-cash form.

**4.12.3.** Keep the banking secrecy, excepting the cases specified by the legislation of the Republic of Uzbekistan.

**4.12.4.** Ensure safety and integrity of available funds in the account. The seizure of funds on the account or the suspension of transactions on the account may take place only in the cases stipulated by the current legislation of Republic of Uzbekistan.

**4.13.** The Bank has the right to:

**4.13.1.** Open accounts for the Customer, if necessary, in connection with the provision of other

banking products.

**4.13.2.** Not to accept for execution orders to perform operations on the account in case of improper execution of such orders, or in case of contradiction of transactions entrusted to the Bank, terms of the GTC and the current legislation of the Republic of Uzbekistan.

**4.13.3.** The Bank is entitled to change the rates, terms of GTC and banking products of the Bank, the Bank notifies about changes of tariffs for 10 days before their entry into force, placing information about it in the premises of the branches or centers of banking services, as well as on the pages of the website of the Bank [www.tbcbank.uz](http://www.tbcbank.uz), and by RBS, if such changes do not contradict the current legislation of the Republic of Uzbekistan and does not violate the rights of consumers of banking services. If the Customer does not submit any claims or objections to the changes in the GTC within 10 days from the date of publication of the changes, these changes come into force.

**4.13.4.** Require the Customer to provide information and documents that identify the Customer and confirm the legality of operations performed on the account.

**4.13.5.** Suspend operations on the Customer's account in the cases specified by the current legislation of the Republic of Uzbekistan.

**4.13.6.** The Bank has other rights provided for by the norms of the current legislation of the Republic of Uzbekistan.

**4.13.7.** Also, the Customer grants the right to the Bank (without additional agreement with the Customer) to make an appropriate operation (correction), including an indisputable writing off the funds, if there are cases related to indisputably incorrect crediting or debiting an account.

**4.14.** The Customer is obligated:

**4.14.1.** Ensure all operations in strict accordance with the current legislation of the Republic of Uzbekistan.

**4.14.2.** If requested by the Bank, submit information and documents requested in accordance with the norms of current legislation and local acts of the Bank. The Customer is responsible for the accuracy and reliability of the information contained in the instructions and the information requested from the Customer.

**4.14.3.** Notify the Bank immediately if funds are found to have been incorrectly / excessively credited to the account and/or debited from the account.

**4.14.4.** Not to use the account for transactions related to business activities and activities that contradict the current legislation of the Republic of Uzbekistan.

**4.14.5.** Within 3 calendar days, via the communication channels specified in the GTC, inform the Bank of changes to its address and/or phone number, including mobile phone number, last name, first name or patronymic, replacement of its identity document or other documents that may affect execution of the Bank agreements.

**4.14.6.** Do not withdraw consent to the processing of personal data during the validity of any Bank agreements.

**4.14.7.** Has other obligations in accordance with the current legislation of the Republic of Uzbekistan.

**4.15.** The Customer has the right to:

**4.15.1.** Receive information about cash balances, incoming and outgoing transactions, by using SMS notifications, via mobile phone/ via RBS /through a personal account on the official website of the Bank or in any other way provided for in the GTC.

**4.15.2.** Independently dispose own funds held on the account at its discretion, including, but not limited to, using the funds of the RBS and other remote channels, except in the cases stipulated by the GTC, the bank account Agreement and the current legislation of the Republic of Uzbekistan.

**4.16.** The Bank guarantees the confidentiality of information and the information security about the Customer that constitutes a bank secret in accordance with the Law of the Republic of Uzbekistan “On bank secrecy”, the GTC and other legislative acts of the Republic of Uzbekistan.

**4.17.** Information constituting a bank secret may be provided by the Bank to the Customer or its representative based on its request (in writing or electronically).

**4.18.** Information about the Customer that constitutes a bank secret is provided to the third parties in accordance with the current legislation of the Republic of Uzbekistan.

**4.19.** The party that violates the terms of the GTC and Bank Account Agreement is responsible for non-fulfillment or improper fulfillment of the obligations assumed by the parties in accordance with the current legislation of the Republic of Uzbekistan.

**4.20.** By confirming the GTC, the Customer consents to the processing of personal data.

**4.21.** The Customer’s personal data is processed after the Customer confirms the consent to the processing of personal data and it is valid up to the Customer withdraws this Consent, except in cases where the Bank’s consent is not required to process personal data. Consent withdrawal by the Customer for processing of personal data is not the basis for the destruction of those personal data, the obligation of which is determined by the legislation of the Republic of Uzbekistan.

**4.22.** The Bank does not have the right to determine and control the form of use of the Customer's funds, as well as to set restrictions on the Customer's rights to use and dispose of funds, except in the cases stipulated by the current legislation of the Republic of Uzbekistan.

**4.23.** The relationship between the Bank and the Customer that is not provided for in the Agreement is regulated in accordance with the terms of the GTC and the requirements of the current legislation of the Republic of Uzbekistan.

**4.24.** The procedure for conducting operations on the Customer's account for the parties is established by the normative legal acts of the Central Bank of the Republic of Uzbekistan and is mandatory for both Parties.

**4.25.** The Agreement comes into force from the moment of its acceptance by the Customer, it is concluded for an indefinite period of time and is valid until its termination at the initiative of the Customer at any time, or by court at the request of the Bank, on the grounds of non-fulfillment of contractual obligations undertaken by the Customer, as well as in the cases stipulated by the current legislation of the Republic of Uzbekistan.

**4.26.** All changes and additions to this Agreement are made in accordance with the procedure provided for in the GTC. In this case, the Bank has the right to notify the Customer of these changes in accordance with Clause 4.13.3. of this Agreement.

**4.27.** The account may be closed, and the Agreement may be terminated in the prescribed procedure, in cases and order stipulated by the legislation, with repayment of all existing debt to the Bank associated with the provision of banking services.

**4.28.** Additionally, the Customer agrees and requests the Bank to close all bank accounts if any transactions/operations are not made in the mobile application of “TBC Bank” within one year from the date of conclusion of this Agreement and acceptance of the GTC, excluding the cases specified in Clause 4.10., therefore, the absence of transactions/operations in the “TBC Bank” mobile application means that the Customer agrees to the form of the application on the bank closing according to Appendix No.

I hereto, this application has the same legal force as the application submitted in paper form, signed by the Customer personally.

## **Chapter 5. Bank cards. Agreement for opening and servicing of a bank card/virtual bank card**

**5.1.** Under the terms of this Agreement for opening and servicing of a bank card/virtual bank card, based on the Application/Request or online Application/Request the Bank undertakes to open a bank card account in national currency or foreign currency (hereinafter referred to as “Account”), issue a bank card(s)/virtual bank card(s) (hereinafter referred to as “Card”) to the Customer (hereinafter referred to as “Holder”), as well as to maintain the bank card’s account (s) on the terms and in accordance with the General terms and conditions for provision of banking products and services of JSCB “TBC Bank” (hereinafter referred to as “GTC”), Application/Request (before Agreement/Application) or online Application/Request and this Agreement for opening and servicing of bank cards, as well applicable legislation of the Republic of Uzbekistan.

**5.2.** The Holder must read and accept the GTC in the RBS system or on the corporate website [www.tbcbank.uz](http://www.tbcbank.uz) to open the Card in the Holder's name and request opening of the Card.

**5.3.** After successful identification and acceptance of the Agreement in the Bank's RBS system, the account is opened to Holder no later than the next banking day (for non-residents within 15 banking days) and the Card is issued within 3 banking days.

**5.4.** After opening an Account and issuing a Card, the Card is issued to the Holder at his/her visit to the Bank or delivered by courier and handed over personally after identification.

**5.5.** The validity period of a bank card is determined by the rules established by the payment system of non-cash settlements by bank cards and the interbank payment system and is indicated on the front side of the bank card.

**5.6.** Cards/card accounts may be blocked and/or closed by the Bank or an authorized body in accordance with the procedure of the GTC, the Agreement for opening and servicing a bank card, the rules of payment systems, and the current legislation of the Republic of Uzbekistan. Additionally, cards/card accounts may be blocked or closed if no transactions have been performed on them for the past 12 (twelve) months.

**5.7.** The card can be blocked by the Customer upon his/her written request, or upon request via the communication channels provided for in the GTC or using the Bank’s RBS.

**5.8.** The suspension of Card transactions is carried out in accordance with the “Rules of internal control on countering the legalization of income derived from criminal activities, the financing of terrorism and the financing of the proliferation of weapons of mass destruction for commercial banks” and other cases provided for by the current legislation of the Republic of Uzbekistan.

### **Compromise.**

**5.9.** Upon discovering damage, theft, and/or loss of the bank card, or suspicion arising that the bank card or its details, as well as the card's PIN, access codes, authentication data, and the Holder's



electronic device may have been lost or stolen, as well as in the event of the bank card being withdrawn from the ATM and/or the name or surname being changed, the Holder must immediately notify the Bank via the Call Center and/or by other means specified in Chapter 10 of the GTC and block the bank card, as well as submit an application for the early reissuance of the bank card. The reissuance of the bank card is carried out upon payment of a commission fee in accordance with the Bank's current tariffs.

**5.10.** If the bank card, previously declared lost, is found, the Holder is obliged to return it to the Bank.

**5.11.** The Holder, when using the Card, may perform the following types of operations provided by the Bank within the framework of the Agreement for opening and servicing the bank card:

**5.11.1.** settlements in non-cash form with Enterprises for goods, work and services;

**5.11.2.** non-cash operations for transferring funds from a Card to an individual's card and crediting funds to a Card.

**5.12.** any other types of payments, transfers and operations permitted by the legislation of the Republic of Uzbekistan and available to the Holder via the Bank.

**5.13.** getting card and Account reference information.

**5.4.** The Bank is obligated to:

**5.14.1.** open an Account after conclusion of this Agreement for opening and servicing of bank card/virtual bank card with Holder.

**5.14.2.** after opening the Account, issue the Card to the Holder;

**5.14.3.** in case of loss or damage of the Holder's Card after 3 (three) banking days from the date of reception of the application/request, to issue a new Card on the basis of the application/request of the Holder, submitted by means of the remote communication channels provided for in the GTC according to the bank Tariffs, posted on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**5.14.4.** Debit the Account for the amount of all transactions, made using the Card that reduces the balance on the Account, as well as for the amount of the Bank's Commission fee for performing the specified operations by the Holder, in accordance with the Bank's Tariffs

**5.14.5.** in case of termination of the present Agreement for opening and servicing of bank card/virtual bank card, return the balance of funds to the Holder from the Account in a manner consistent with the current legislation of the Republic of Uzbekistan exclusively in non-cash form.

**5.15.** The Bank has the right to:

**5.15.1.** suspend the validity of the Card in case of violation by the Holder of the terms of the GTC, this Agreement for opening and servicing of bank card/virtual bank card and applicable legislation of the Republic of Uzbekistan

**5.15.2.** block the card at any time if the Holder has given a written request or sent it via remote communication channels. For example, if the card is lost or damaged.

**5.15.3.** not to transfer funds to Accounts and aims that are prohibited or contrary to the current legislation of the Republic of Uzbekistan.

**5.16.** The Holder is obligated:



**5.16.1.** Use the Card in accordance with this Agreement for opening and servicing of bank card/virtual bank card, the GTC, the Bank's instructions, payment systems, and legislation

**5.16.2.** pay all expenses and losses of the Bank related to the violation of this Agreement for opening and servicing of bank card/virtual bank card and/or instructions by the Holder.

**5.16.3.** No later than the next banking day after discovering the loss (loss, theft, etc.) of the Card, send an application and/or notification to the Bank through the communication channels specified in the GTC regarding the loss of the Card;

**5.16.4.** pay commission fees for all transactions performed using the Card in accordance with the Bank's current Tariffs.

**5.16.5.** within 3 calendar days, inform the Bank about cases of changes of the place of residence, passport data, telephone numbers and other essential data of the Holder via remote communication channels provided for in the GTC.

**5.16.6.** In case of Compromise, including obtaining access by the third parties, PIN card, access codes and authentication data, immediately notify the Bank to change them.

**5.17.** The Holder has the right:

**5.17.1.** top up the balance in his/her account.

**5.17.2.** get an Account statement that shows all the operations performed by him/her. At the same time, the Holder must personally request this service from the Bank via the communication channels provided in the GTC.

**5.17.3.** Change PIN codes on his/her Cards at his/her own discretion.

**5.18.** The Holder undertakes to pay for all the Bank's services at the rates indicated on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**5.19.** Payment for services rendered by the Bank in accordance with the agreement on opening and servicing a bank card/virtual bank card is debited without acceptance and additional consent of the Holder in an indisputable manner. The Holder may also pay for services from other accounts.

**5.20.** The Bank is entitled to change the rates, the GTC and banking products of the Bank, the Bank notifies about changes of tariffs for 10 days before their entry into force, placing information about it in the RBS, the Bank's branches and on the web site of the Bank [www.tbcbank.uz](http://www.tbcbank.uz), only if such changes do not contradict the current legislation of the Republic of Uzbekistan and does not violate the rights of consumers of banking services. If the Holder does not submit any claims or objections to the changes within 10 days from the date of their publication, these changes will become effective, and the Holder confirms its rights and obligations under them.

**5.21.** The Bank shall not be held responsible for any financial losses or transactions made by any person, or for losses caused by the Holder's breach of its obligation to maintain confidential information, until the Holder provides the Bank with written notification of the Card's theft or loss, and that the Holder suspects that the PIN code of the Card is known to the third parties or anyone else.

**5.22.** The Bank is not responsible for downtime that occurs in the operation of Payment systems due to the fault of the third-party organizations (including, but not limited to: URPC, UIPC)

**5.23.** The Bank is not responsible for payments made for goods and services rendered with additional cards belonging to other banks registered by the Bank's Customer in the system of RBS of JSCB "TBC Bank".

**5.24.** The Bank is not responsible for transactions made in payment systems outside the Bank. The respective obligations and responsibilities of the parties are regulated by separate legal documents provided by the payment systems.

**5.25.** The Bank is not responsible for the refusal of third parties to service the Card.

**5.26.** The Bank is not responsible for any financial losses and transactions if the Holder does not inform / notify the Bank about the fact of the bank card being compromised. In case of notification of the Bank by the Holder orally or in writing about the case of compromise, the Bank shall only take measures to block the bank card.

**5.27.** The Holder, as well as the Bank, is responsible for ensuring the confidentiality of information under the Agreement for opening and servicing of bank card/virtual bank card.

**5.28.** If one of the parties violates the applicable legislation in the performance of this Agreement for opening and servicing of bank card/virtual bank card, the other Party is not responsible for this.

**5.29.** The liability of the parties in cases not provided for in this agreement is regulated by the GTC and the current legislation of the Republic of Uzbekistan.

**5.30.** All disputes arising during execution of this Agreement for opening and servicing of bank card/virtual bank card by Parties shall be considered by the parties through negotiations, and if the parties do not reach mutual agreement, the dispute is submitted to the civil court at the place of registration of the Bank.

**5.31.** This Agreement for opening and servicing of bank card/virtual bank card enters into force from the date of its acceptance by the Customer and it is valid until its termination by either Party or by a court decision.

**5.32.** The Agreement for opening and servicing of bank card/virtual bank card may be terminated by either party upon written notice or through remote communication channels to the other party 30 days before the intended termination of the agreement, provided that: all Cards issued to the Holder by the Bank are returned to the Bank in working condition; the Holder has fulfilled all obligations to the Bank under this Agreement; the Holder has no debt to the Bank;

**5.33.** Upon termination of the Agreement for opening and servicing of bank card/virtual bank card, the Card issuance fee, transaction processing fee and other payments according to the Bank's Tariff are not refunded to the Holder.

**5.34.** The bank card can also be used on the territory of Georgia in the network of "TBC Bank" JSC (Georgia) (ATMs and terminals), as well as the funds are automatically converted from the operation currency into UZS at the Commercial rate of the Bank.

**5.35.** Holding of funds for operations made on the territory of Georgia shall be ensured at the rate of the Central Bank of the Republic of Uzbekistan fixed on the date of transaction.

**5.36.** Withdrawal of funds from the card account for operations made on the territory of Georgia is carried out at the rate of the Central Bank of the Republic of Uzbekistan fixed on the date of mutual settlements.

**5.37.** For ensuring the Customer's funds security and preventing fraudulent transactions with bank cards, the Bank reserves the right to refuse opening a new Card for the Customer if the total aggregate number of cards (including virtual and co-badged cards) issued by all banks is equal to or exceeds 20 (twenty) units, and the number of Cards opened with the Bank is equal to or exceeds 5 (five) units. This rule does not apply to bank cards opened in foreign currencies.

## **Chapter 6. Agreement for opening and servicing of “VISA” international bank card / “VISA” virtual international bank card**

**6.1.** Under the terms of the Agreement for opening and servicing of “VISA” international bank card (hereinafter referred to as “VISA”), the Bank undertakes based on the Application/Request of the Customer to open an account in USD (hereinafter referred to as “Account”), issue an international bank card (s) (hereinafter referred to as “IBC”) to the Customer (hereinafter referred to as “Holder”), as well as to service the card account(s) on the terms and in the manner provided for by the GTC for provision of banking products and services of JSCB “TBC Bank”, the Application/Request and the Agreement for opening and servicing of “VISA” international bank card and applicable legislation of the Republic of Uzbekistan.

**6.2.** For IRB opening the Holder shall review and accept the GTC in the RBS system or corporate website [www.tbcbank.uz](http://www.tbcbank.uz) and request the opening of the IBC in the name of the Holder.

**6.3.** After successful identification and acceptance of the Agreement in the Bank's RBS system, the Account is opened to the Holder within the next banking day (for non-residents within 15 banking days) and the IBC is issued within 5 banking days.

**6.4.** If the IBC is virtual and not a physical one, the card is activated within 30 minutes after ordering through the application, provided that the Holder who ordered the card is verified.

**6.5.** After opening an Account and issuing the IBC, it shall be issued to the Holder when it visits the Bank, or the IBC is delivered by courier and handed over personally after identification.

**6.6.** The Bank shall issue IBC with a term up to 5 years from the date of issue with the prolongation possibility for a new term.

**6.7.** No interest is accrued to the Account's balance.

**6.8.** The SMS notification service is activated automatically in order to receive e-notifications about operations by using IBC.

**6.9.** IBC can be blocked and/or closed by the bank or the authorized body in the manner established by the GTC, an Agreement for opening and servicing of an international bank card and the current legislation of the Republic of Uzbekistan, as well as if operations are not performed over the past 12 (twelve) months.

**6.10.** The Holder may block the IBC at its written request, or request through the communication channels provided by the GTC or the Bank's RBS.

**6.11.** IBC operations are suspended in accordance with the “Internal Control Rules for Combating the legalization of income received from criminal activity, the financing of terrorism and the financing of the spread of weapons of mass destruction for commercial banks” and other cases provided for by the current legislation of the Republic of Uzbekistan.

**6.12.** Upon transactions in a currency other than the currency of the IBC, Holding of funds is carried out at the rate of the VISA payment system on the Date of Transaction. Funds are debited from the Account and the IBC at the Bank's Commercial Rate as of the Settlement Date.

### **Compromise.**

**6.13.** Upon detection of damage, theft and/or loss of the IBC or suspicion that the IBC or its details, as well as PIN-cards, access codes, authentication data, e-device of the Holder could be lost or stolen, as well as in the case of the IBC withdrawal at an ATM and/or in case of the Holders' name or surname changing, the Holder must immediately notify the Bank by calling to the Call Center and/or in any other way specified in Chapter 10 hereto and block the IBC, as well as submit an application for an early reissue of the IBC.

**6.14.** If the IBC which is earlier deemed to be lost is found, the Holder is obliged to return it to the Bank.

**6.15.** When the Holder uses the IBC, the Holder can perform the following types of operations provided by the Bank under the Agreement for opening and servicing an international bank card:

**6.15.1.** payment for the goods (works, services) on the Internet.

**6.15.2.** top up the card by converting funds from the Humo and Uzcard cards

**6.15.3.** receiving reference information on the IBC and the Account.

**6.15.4.** Transfers of funds between the VISA Virtual Card and cards in national currency (Humo, Uzcard) in TBC UZ mobile application are carried out using the Bank's exchange rates fixed at the time of this transfer. These exchange rates are displayed at the time of transfer to the Cardholder, and the confirmation of such a transfer constitutes the consent of the Cardholder to the displayed exchange rates. When converting funds between Humo/Uzcard cards and the Visa Virtual Card in TBC UZ application, the conversion amounts are rounded to the nearest hundredth. In this regard, in such cases, the conversion rate may differ from that specified in the application up or down.

**6.16.** The Bank shall:

**6.16.1.** open an Account after acceptance of the GTC, conclusion of an Agreement for opening and servicing an international bank card with the Holder.

**6.16.2.** In case, the IBC is a physical one, after opening the Account the Bank shall issue the IBC to the Holder.

**6.16.3.** In case, the IBC is a virtual one, the Bank shall provide an opportunity to receive full card details through the Bank's mobile application.

**6.16.4.** In case of loss, damage or expiration of the Holder's IBC upon expiration of no more than 5 (five) banking days from the date of receipt of the Application/Request, the Bank shall issue a new IBC on the basis of the Holder's Application/Request submitted via remote communication channels specified by the GTC in accordance with the banking Tariffs published on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**6.16.5.** provide services on settlement at the request of the Holder under the applicable legislation of the Republic of Uzbekistan and this Agreement.

**6.16.6.** block the IBC at the written request of the Holder or upon appropriate request via communication channels, provided that the appropriate identification of the Holder is completed.

**6.16.7.** upon termination of the Agreement for opening and servicing an international bank card, return the balance of the Account to the Holder in the order in compliance with the applicable legislation of the Republic of Uzbekistan exclusively in non-cash form.

**6.16.8.** debit the Account for the amounts of transactions made by the IBC, reducing the balance

of the Account, as well as for the amounts of the Bank's commission fee for these transactions made by the Holder according to the Bank's Tariffs.

**6.17. The Bank is entitled to:**

**6.17.1.** suspend the IBC's validity period, in case of violation by the Holder of the terms of the GTC, the Agreement for opening and servicing an international bank card and the norms of the current legislation of the Republic of Uzbekistan.

**6.17.2.** block the IBC at any time if the Holder's Application is submitted in writing or sent via remote communication channels. For example, in case of loss or damage of IBC.

**6.17.3.** not to transfer funds to Accounts and purposes prohibited or contrary to the current legislation of the Republic of Uzbekistan.

**6.17.4.** if necessary, in accordance with the procedure established by the applicable legislation, check the legitimacy of the Account transactions performed by the Holder and request the necessary supporting documents regarding provision of services.

**6.17.5.** terminate the Agreement for opening and servicing of an international bank card in case of violation by the Holder of the terms of present GTC, Agreement for opening and servicing of an international bank card and norms of the applicable legislation of the Republic of Uzbekistan in accordance with the current legislation of the Republic of Uzbekistan.

**6.17.6.** Block card transactions without prior notice in the following cases:

**6.17.6.1.** alleged fraud as a measure of protection;

**6.17.6.2.** at the request of state bodies

**6.17.6.3.** inclusion of the Holder in the sanctions list in accordance with the sanctions of authorized international organizations, as well as in connection with the violation of international norms for issuing IBC.

**6.17.6.4.** in other cases, provided by the applicable legislation.

**6.17.7.** debit from the Account without the consent of the Holder:

**6.17.7.1.** commission fee for the Bank's services in accordance with the Bank's tariffs;

**6.17.7.2.** funds mistakenly credited to the Account if there is an appropriate justification.

**6.18. The Holder shall:**

**6.18.1.** use the IBC in accordance with the Agreement for opening and servicing an international bank card, the GTC, the instructions of the Bank and the norms of the applicable legislation.

**6.18.2.** pay all expenses and losses of the Bank related to the violation of the Agreement for opening and servicing of an international bank card by the Holder.

**6.18.3.** not later than the next banking day from the moment of the loss (theft, etc.) of the IBC, send an application and/or notification to the Bank through the communication channels specified by the GTC regarding the loss of the IBC;

**6.18.4.** pay a commission fee for all transactions performed via IBC in accordance with the current Tariffs of the Bank.

**6.18.5.** within 3 calendar days, inform the Bank about changes of the residence, passport data,

telephone numbers and other essential data of the Holder through remote communication channels specified by the GTC.

**6.18.6.** In case of Compromise, including access by the third parties, PIN cards, access codes and authentication data, immediately notify the Bank to change them.

**6.18.7.** weekly check transactions made by its card through the Transaction History available in the TBC UZ mobile application.

**6.19.** The Holder is entitled to:

**6.19.1.** top up the balance of its Account.

**6.19.2.** receive an account statement, which contains all its operations. In this case, the Holder shall personally request this service from the Bank via remote communication channels specified by the GTC.

**6.19.3.** Freely dispose own funds in the Account within the framework of the applicable legislation and the requirements of this Agreement.

**6.19.4.** block or unblock IBC by means of the RBS.

**6.19.5.** apply to reissue IBC by means of the RBS, provided that the commission is paid according to the current tariffs of the Bank.

**6.19.6.** refuse to use IBC by further closing of the Account based on the submitted application.

**6.20.** The Holder shall pay for all the Bank's services at the rates indicated on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**6.21.** Payment for the services of the Bank provided in accordance with the Agreement for opening and servicing an international bank card is debited without acceptance and additional consent of the Holder in an undisputed manner. The Holder can also pay for the services in a non-cash form from the funds of other accounts.

**6.22.** The Bank has the right to change the tariffs, the GTC and products of the Bank, as well as the Bank shall inform about the changes in tariffs within 10 days before their entry into force, publishing information on it in the RBS, the premises of the Bank's branches and in the Bank's website [www.tbcbank.uz](http://www.tbcbank.uz), only if such changes do not contradict the current legislation of the Republic of Uzbekistan and do not violate the rights of consumers of banking services. If Holder does not submit any claims or objections relating to the changes within 10 days from the date of their publication, these changes come into force and Holder confirms its rights and obligations under them.

**6.23.** The Bank is not responsible for downtime arising in the operation of the VISA system.

**6.24.** The Bank is not responsible for the transactions made in payment systems outside the Bank, the respective obligations and responsibilities of the Parties are regulated by separate legal documents provided by payment systems.

**6.25.** The Bank is not responsible for refusals to service IBC by the third parties.

**6.26.** The Holder, as well as the Bank, is responsible for ensuring the confidentiality of information under the GTC and the Agreement for opening and servicing an international bank card.

**6.27.** In case either Party violates the applicable laws when executing the Agreement for opening and servicing an international bank card, the other Party is not responsible for this.



**6.28.** The responsibility of the Parties in the cases not specified by this Agreement shall be regulated by the GTC and the applicable legislation of the Republic of Uzbekistan.

**6.29.** All disputes arising in the process of execution by the Parties of the Agreement for opening and servicing of an international bank card shall be considered by Parties through negotiations, and in case the Parties do not reach mutual agreement, the dispute is submitted to the civil court according to the location registration of the Bank.

**6.30.** The Agreement for opening and servicing of an international bank card comes into force from the date of its acceptance by the Holder and it is valid up to termination on the initiative of either Party or by a court decision.

**6.31.** The Agreement for opening and servicing an international bank card may be terminated on the initiative of either Party, based on a written notification or via remote communication channels of either Party within 30 days before the expected termination of the Agreement, provided that: all issued IBC to the Holder by the Bank are returned to the Bank in working condition; the Holder shall fulfill all obligations to the Bank under this Agreement; the Holder has no debt to the Bank;

**6.32.** Upon termination of the Agreement for opening and servicing of an international bank card, the fee for issue of IBC, the commission fee for processing Transactions and other payments according to the Bank's Tariff are not refunded to the Holder.

#### **Disputes on transactions:**

**6.33.** If the Holder is sure that the transaction on the card is not authorized by him\her, the Holder should immediately block this card through the TBC UZ mobile application or call the Bank Call Center.

**6.34.** The Bank is not responsible for any financial losses and transactions made by anyone, for the loss caused by the Holder's violation of the obligation to keep confidential information, until the Holder provides the Bank with written notification about the theft or loss of the IBC and that the Holder suspects that the PIN code of the IBC is known by the third parties or by anyone else.

**6.35.** In the event of a dispute regarding an unauthorized transaction, the Holder agrees to block own IBC.

**6.36.** Operations performed using 3D-Secure technology are not subject to dispute and are considered to be performed by the Owner itself.

**6.37.** The Bank is not responsible for the transactions:

**6.37.1.** developed using 3D Secure technology;

**6.37.2.** committed in violation of the GTC, this Agreement;

**6.37.3.** committed on the basis of the IBC before the IBC is blocked by the Holder through the IBC or another channel stipulated in the GTC and this Agreement.

**6.38.** If the Holder changes his\her mind after payment, the Bank shall no longer be able to cancel the transaction. In these cases, the Holder must contact the seller/supplier directly.

**6.39.** The Bank does not give any guarantees of the quality of goods and services and is not



responsible for the services provided by any seller or service provider. Any dispute on this subject should be decided directly with the seller or service provider.

**6.40.** The Holder has the right to appeal transactions made using IBC, if no more than 30 calendar days pass since their execution.

**6.41.** The time required to resolve a disputed transaction can vary depending on the complexity of the case and can range from 60 to approximately 120 working days.

**6.42.** If necessary, the Bank may request/require additional documents (e.g., invoice, service refusal notifications, payment receipts) that can assist in a disputed situation.

## **Chapter 7. General terms and conditions of loan products**

**7.1.** Based on the data provided by the GTC, the Customer / Bank card holder has the right to use the credit products indicated on the website [www.tbcbank.uz](http://www.tbcbank.uz).

**7.2.** Each loan product is available on the website [www.tbcbank.uz](http://www.tbcbank.uz). General provisions on the credit product are defined by this Chapter, and specific conditions are defined and regulated by a separate agreement on the respective loan product concluded by the Parties.

**7.3.** The Customer must apply to the Bank to receive a loan product, including using RBS (several products are allowed to be received based on an application made using electronic means of communication (mobile application, personal account, etc.)). The Bank reviews the Customer's application and independently decides whether to approve or reject the request for issuing a loan product.

**7.4.** After receiving the loan product, the Customer (Borrower) is obliged to return it and pay interest (possible penalties /penalties) in accordance with the terms stipulated in a separate Agreement with the Bank.

**7.5.** Interest is accrued on the Customer's outstanding obligation to the Bank and is calculated in accordance with the actual days of use of the facility based on the method of 365 days per year.

**7.6.** The Bank is entitled to write off funds from all accounts of the Customer/Borrower in an indisputable manner in the Bank and other commercial banks, demand from the Customer/Borrower, the Customer's/Borrower's legal successor full early repayment of the loan (including accrued interests), as well following court proceedings, and/or stop further issuing in the following cases:

**7.6.1.** violation and / or non-performance and / or improper performance of the obligations by the Customer / Borrower undertaken according to the Loan Agreement, the GTC;

**7.6.2.** if the Customer /Borrower submits false or incomplete information to the Bank in order to get a loan that are decisive for making a decision on granting a loan;

**7.6.3.** loss of collateral for repayment of a loan or a decrease in the value of collateral;

**7.6.4.** in case of unjustified refusal of the Customer/Borrower to accept the payment requests of the Bank;

**7.6.5.** late repayment of principal, interest and/or other payments on the loan arising from the terms of the loan agreement and the GTC;

**7.6.6.** failure to execute a pledge agreement within the period specified in the loan agreement after conclusion of the loan agreement;

**7.6.7.** deterioration in the financial condition of the Customer/Borrower, including no source of income;

**7.6.8.** if a criminal case or a court case is initiated against the Customer/Borrower, or if the Borrower's property is seized to secure debt coverage, or if there is a freezing and/or suspension of transactions with funds or other property of the Borrower;

**7.6.9.** There are suspicions that the purpose for conclusion and using the Loan Agreement is to legalize proceeds from crime, financing of terrorism or financing of the proliferation of weapons of mass destruction;

**7.6.10.** The Customer/Borrower is sued for payment of a sum and/or recovery of the Customer/Borrower's property and/or seizure by the third parties, the amount of which represent risks related to fulfillment of obligations by the Customer /Borrower under this Agreement;

**7.6.11.** erroneously credited funds to the account of the Customer/Borrower, to refund the amounts transferred by mistake and / or by violating the current legislation and / or suspicious amounts, when using the Bank's loan products;

**7.6.12.** occurrence of any factors that increase the risk of non-repayment of funds on the loan;

**7.6.13.** if any of the following cases occurred, or, in the opinion of the Bank, there is a risk of non-performance (improper performance) of obligations by the Customer/Borrower under the Agreement, in connection with any of the following cases:

**7.6.13.1.** availability or finding of information on termination of the employment relationship between the Customer/Borrower and the Employer (including future), received on the basis of a written/electronic notification of the Bank by the Borrower/Employer or information received by the Bank from other sources;

**7.6.13.2.** death or disappearance of the Customer/Borrower;

**7.6.13.3.** breach of any of its representations and warranties by the Customer/Borrower;

**7.6.13.4.** violation of the legislation of the Republic of Uzbekistan by the Customer/Borrower, which has entailed or may entail a violation of obligations to the Bank by the Customer/Borrower;

**7.6.14.** If the Borrower has falsified any kind of data for receiving a loan and making a decision by the Bank to issue a loan, or the Bank has suspicions that the data provided by the Borrower and/or received by the Bank from the databases of the third parties containing information about the Borrower do not correspond to reality.

**7.6.15.** Also, the Bank has the right to demand from the Customer/Borrower, the Customer's/Borrower's legal successor, early repayment of the loan product (including accrued interest), if the Customer/Borrower is suspected of committing suspicious actions, or it is revealed that the loan product was received in order to commit illegal actions, or it will be revealed that the loan product was received/transferred in whole or in part to persons qualified by the Bank as persons making suspicious/illegal transactions.

**7.7.** The Customer agrees and authorizes the Bank to process the Customer's data presented in these GU, concluded agreements, as well as in the Bank's database and / or stored in the databases of "credit Bureau "Credit Information Analytical Center" LLC (hereinafter referred to as the Bureau) and the State Register of Credit Information (Collateral register), or in any other organizations, providing

information, including financial institutions, mobile operators, etc. This information is processed for the purpose of assessing creditworthiness and will be available to the credit institution (s) that have subscribed to the Bureau and / or the State Register of Credit Information, as well as to the information provider and recipient in accordance with the current legislation of the Republic of Uzbekistan;

**7.8.** The Customer is aware of the rights provided for by the legislation of the Republic of Uzbekistan, according to which, at the request of the Borrower, the Bank as a data processor is obliged to correct, update, add, block, delete or destroy data if it is incomplete, inaccurate, outdated or obtained and processed illegally. The Customer is also aware and agrees that the Bank will process all credit/non-credit and other relevant information related to the Customer, which includes providing and receiving information to / from the Bureau in accordance with the terms and conditions established by the legislation of the Republic of Uzbekistan;

**7.9.** To make a decision regarding the Customer's application for a loan product and/or fulfill the Customer's obligations to the Bank (including repayment of debts), the Bank has the right to request and receive any private information about the Customer through third parties and government entities;

**7.10.** If the Customer violates any obligation under the agreement or if this is necessary to protect the Bank's business reputation and / or its legitimate interests, the Bank has the right to file a lawsuit at the place of registration of the Bank.

**7.11.** The Bank has the right to withdraw amounts from any Customer's account at any time without the Customer's subsequent approval (without notice) in order to fulfill any obligation to the Bank and after such obligation has arisen.

**7.12.** In accordance with the requirements of the current legislation the Bank may assign all or part of its claims for loan products to a third party. The Bank may disclose to such third party and its agents and other authorized persons by him required to make such assignment information on the terms of the loan product and the concluded Agreement and the other agreements, and to provide such persons with relevant documents.

**7.13.** By submitting an application for a loan product, the Customer agrees that the improvement of the terms of the agreement for the Customer, in particular, is:

**7.13.1.** provision of deferred payment for debt repayment;

**7.13.2.** reducing the amount of commission rates, interest, etc., stipulated in the Agreement for the provision of a loan product and other commissions;

**7.13.3.** increasing the credit limit;

**7.13.4.** provision of a grace period, preferential period, promo period;

**7.13.5.** granting a new or additional credit limit;

**7.14.** Customers can obtain credit products from the Bank from the age of majority (legal capacity).

**7.15.** Customer can follow the link [www.tbcbank.uz](http://www.tbcbank.uz) or contact Bank by phone or other communication channels specified on the Bank's website for reading and understanding the terms of agreements for loan products (which is an integral part of the GTC).

**7.16.** If there are any discrepancies between the texts of loan product Agreements and the GTC, the loan product Agreements shall prevail in the relations between Parties.

## **Chapter 8. Procedure for providing loan products**

**8.1.** In order to receive loan products, the Borrower must read and accept the GTC in the RBS system and request provision of a loan product.

**8.2.** After receiving the application based on the results of internal studies and analysis the Bank informs the Borrower in the RBS system interface about the amount of possible financing, or about the inability to provide a loan product.

**8.3.** The amount of possible financing of the Borrower is determined based on the information available to the Bank about the Borrower by assessing the Borrower's creditworthiness. The method of assessing the Borrower's creditworthiness is a commercial secret of the Bank and is considered confidential.

**8.4.** When submitting an application, the Borrower specifies and adds / binds to the RBS one or more of his active Bank cards, on which the SMS informing service provided by the servicing payment system is connected and also grants the Bank the right and consent to auto-debit funds from them in the amount of overdue indebtedness on account of repayment of such overdue debt / early collection of all indebtedness on the loan product (in cases provided for in the State Administration and current legislation) in an indisputable manner. During the validity period of agreements for credit products, the Borrower undertakes not to remove previously linked bank cards from the RBS and not to disconnect the SMS notification service from the payment system.

**8.5.** The Borrower has the right to apply in the amount not exceeding the maximum amount of possible financing with indication the desired date of the month of repayment, or to refuse to receive the loan product if does not agree with the amount offered for financing by the Bank.

**8.6.** Not excluding other means for receiving information about the Borrower, the Bank applies for information about the credit history of the Borrower to the Credit Bureau for scoring of the Borrower.

**8.7.** If the Bank approves a loan (microloan/microcredit) to the Borrower, the Bank has the right to re-apply to the Credit Bureau before issuing to analyze the Borrower's debt burden at the time of issuing the loan (microloan/microcredit) within the permissible limits. If, by the time the loan (microloan/microcredit) is issued, the Borrower has an increased debt burden (the amount of other available loans/credit applications to other banks) and/or overdue debt, the Bank has the right to refuse the Customer to issue a loan (micro-loan/microcredit). In this case, the Customer has the right to re-apply to the Bank for a loan (micro-loan/microcredit) after the debt burden has been reduced and/or overdue debt has been repaid.

**8.8.** If a decision is made to allocate a loan (microloan/microcredit), the Bank shall send an SMS message and a Push notification to the Borrower through the TBC UZ mobile application or other applications where the possibility of applying for a loan is provided.

**8.9.** The Customer has the right to cancel the loan application before making a decision on the allocation of a loan (microloan) and receiving notification thereof.

**8.10.** If the Borrower agrees to receive a loan (microloan/microcredit), the Bank, after transferring funds to the Borrower's accounts, has the right to restrict the use of the loan funds for 48 hours for the following operations:

**8.10.1.** P2P transactions;

**8.10.2.** Transfers to accounts and electronic wallets of individuals;

**8.10.3.** Topping up mobile phone balances through cellular operators that have enabled account replenishment via P2P transactions;

**8.10.4.** Foreign payments and transfers and online currency exchange transactions

**8.11.** The Bank informs the Borrower about the restrictions imposed through available communication channels. To have these restrictions lifted, the Borrower must undergo additional identity verification by means of a telephone conversation with a Bank representative.

**8.12.** If, after a telephone conversation with the Borrower, the Bank can reliably determine that the Borrower obtained the loan (microloan/microcredit) without any third-party influence, the Bank may remove the restrictions on the use of funds as specified in Clause 8.10.

**8.13.** If during the period of operational restrictions, the Bank determines that the loan application is drawn up under the influence of the third parties, unreliable information and/or deception, or the Borrower does not make a call for additional verification after 48 hours, the Bank has the right to terminate the Online microloan/microcredit Agreement and return the funds to the Bank by notifying the Customer.

**8.14.** From the moment of obtaining consent from the Borrower to obtain a loan product through RBS on the terms offered by the Bank, the terms of the loan product are considered agreed by the Parties and confirmed by the Borrower.

**8.15.** The Customer may not transfer (assign) his/her rights and obligations under the agreements provided for by the GTC to the third parties without the prior written consent of the Bank.

**8.16.** If the Bank files a claim with the courts for loan debt collection on the grounds provided for in the GTC, the Bank has the right to charge the Borrower a fine of 1 (one) BCA (base calculation amount) in effect on the day of filing the claim.

## **Chapter 9. Services for Business Entities**

**9.1.** A customer who is an individual entrepreneur and/or an official of a legal entity may use the product for settlement services for business entities and self-employed individuals (hereinafter referred to as the Enterprise).

**9.2.** The categories of enterprises that can be serviced by the Bank and the list of available banking services for enterprises may be changed or restricted at the Bank's discretion. The list of available services can be found at: [tcbusiness.uz](http://tcbusiness.uz) and [tcbank.uz](http://tcbank.uz). The Bank reserves the right to unilaterally expand or reduce the list of available banking services and categories of legal entities and individual entrepreneurs that can be serviced by the Bank, without notifying the Customer.

**9.3.** The Customer must visit the website: [tcbusiness.uz](http://tcbusiness.uz) and complete the registration and identification process to obtain banking services for legal entities and individual entrepreneurs.

**9.4.** The terms and conditions for servicing enterprises are established by the General Terms of Comprehensive Banking Services for Legal Entities and Individual Entrepreneurs at JSCB "TBC Bank" (hereinafter referred to as CBS) and the Tariffs for Legal Entities and Individual Entrepreneurs (hereinafter referred to as CBS Tariffs). The CBS and CBS Tariffs can be viewed at the following links: [tcbank.uz](http://tcbank.uz) and [tcbusiness.uz](http://tcbusiness.uz).

**9.5.** After registration and identification on the [tcbusiness.uz](http://tcbusiness.uz) website, the Customer must agree

to the terms of the CBS for further account opening and registration in the CBS system as an Enterprise.

**9.6.** Refusal to use and termination of the Bank's services for servicing legal entities and individual entrepreneurs is carried out in accordance with the procedure stipulated by the CBS.

## **Chapter 10. Communication**

**10.1.** Communication between the Bank and the Customer can be carried out verbally, in writing, electronically, or through the Call Center.

**10.2.** The written message must be transmitted to the other Party using the contact information specified in the Application and/or Agreements, in person, by courier (including registered mail), e-mail, mobile communication (short message service), Internet banking, mobile banking and/or other means of communication, which are subsequently determined by the Bank, provided that:

**10.2.1.** A notification sent by the Customer to the Bank in person or by courier is considered delivered on the day of registration of the notification in the Bank's office, however, if the notification is sent by e-mail, it is considered delivered on the day when the Bank sends a response to the Customer as confirmation of receipt of such notification;

**10.2.2.** A notification sent by the Bank to the Customer by courier (including registered mail) is considered delivered on the day when the notification was transmitted to the Customer, but if there is no confirmation of delivery, the notification is considered delivered on the next calendar day when the notification was transmitted to any person at the specified official address of the Customer;

**10.2.3.** A notification sent by the Bank to the Customer by e-mail is considered delivered on the day when the official confirmation of delivery is received from the Customer's e-mail server. If there is no such confirmation, it is considered delivered on the next calendar day after sending;

**10.2.4.** A notification sent by the Bank to the Customer via mobile communication (short message service), remote banking services, mobile banking, or any other means of communication subsequently determined by the Bank, shall be considered delivered on the next calendar day following the submission of such a notification;

**10.3.** The Bank can record or track phone calls between the Parties, notifying the Customer in advance of the recording of the conversation to make sure that the Bank meets its service standards.

**10.4.** A Customer notification sent electronically is subject to the Bank's security procedures for authenticating such notifications.

**10.5.** If the Customer does not notify the Bank in advance of any changes in contractual data (including contact details contained in the Application), and / or any contact person refuses to accept the notification sent by the Bank, any such notification sent by the Bank is considered delivered on the day following the sending of such a notification.

**10.6.** Communication between the Parties is carried out in Uzbek/Russian, but the Bank may also communicate with the Customer in another language acceptable to the Customer.

**10.7.** The Bank may communicate with the Customer for various reasons, so notifications (whether oral, written or electronic) to the Customer may be (i) informational/transactional; (ii) related



to the GTC of use; (iii) for marketing purposes and/or (iv) for other reasons, in accordance with the current legislation of the Republic of Uzbekistan.

**10.8.** If any of the agreements and / or documents (appendices, forms, applications, requests, etc.) provided to the Bank by the Customer does not contain the Customer's contact information, the Bank has the right to send a notification to the last known contact information specified by the Customer, the information sent to this address is considered accepted on the next calendar day after sending.

**10.9.** Notifications sent by the Bank to the Customer are not considered an offer to use any services, unless the Bank's notification clearly indicates such an offer.

**10.10.** The Customer confirms that he/she has been duly informed and assumes the potential risk of disclosure of Confidential Information to the third parties that may arise when sending notices or any other information by e-mail or other means of communication.

**10.11.** The Customer is personally responsible for the result that may be caused by a violation of confidentiality when using the Customer's contact information. If the Customer wishes that the Bank does not use certain contact information of the Customer, the Customer notifies the Bank of this desire in writing or via remote communication channels.

**10.12.** All applications, correspondences, confirmations made by the Customer incoming through the Call-Center, which express the Customer's wish, have equal legal force in compliance with the hard copies signed by the Customer personally.

## **Chapter 11. Identification/ remote (digital) identification of the Customer**

**11.1.** The Bank, when providing services, and the Customer, when using the Bank's services, shall have to follow the procedure for confirming the Customer's identity established in the GTC, current legislation of the Republic of Uzbekistan of and/or any other agreements concluded between the Parties.

**11.2.** Identification/online identification of the Customer by the Bank is carried out on the basis of an identity document (passport or a substitute document) and/or biometric data (if possible). In this case, the Bank upon identification/online identification of the Customer:

**11.2.1.** on the basis of an identity document (passport or substitute document), must read the original document;

**11.2.2.** on the basis of biometric data (if possible) must verify such data with the information system of the state bodies of the Republic of Uzbekistan.

**11.3.** Remote (digital) identification is carried out by entering information contained in the identity document and recording a video of the Customer's face using the video camera of the Customer's mobile device in accordance with the requirements of the current legislation of the Republic of Uzbekistan.

**11.4.** The Bank after initial identification, made in accordance with the requirements of the current legislation, can identify the Customer through electronic channels using the Customer identification tool, as well as the Customer's identification data specified in the application and/or in any document available to the Bank.



**11.5.** Repeated and each repeated identification of the Customer can be carried out in cases of doubt in the reliability of the information received from the Customer.

**11.6.** Also, for identification purposes, the Call Center has the right to ask specific questions, as well as to request the Customer to confirm to disclosure of the codes sent by the Bank.

**11.7.** The Bank may not provide its services if the Customer's identification is not successful.

**11.8.** Bank and its employees have a right to take photos personally of the Customer for identification and verification of the Customer's personality. In case the Customer refuses from taking photos at the stage of identification and verification, the bank is entitled to refuse the Customer to provide bank services.

## **Chapter 12. Representations and Warranties**

**12.1.** By signing/accepting the application and / or using any of the services of the Bank, the Customer hereby declares and guarantees that:

**12.1.1.** is a fully capable person and is authorized to sign/accept the application, fulfill the terms of Contracts and the GTC.

**12.1.2.** The information provided to the Bank is valid, true, reliable and accurate, and all documents provided are complete and up-to-date;

**12.1.3.** The conclusion of the GTC is not the result of forcing, deception and / or threat from the Bank and / or a third party against the Customer and/or his / her related parties, and the Bank has not fraudulently used its influence on the execution of the GTC and/or any relevant agreement concluded with the Customer;

**12.1.4.** The Customer does not engage in any illegal activity (including, but not limited to, money laundering, arms trafficking, drug trafficking, and/or terrorism) directly or indirectly, contrary to the laws of any jurisdiction;

**12.1.5.** All information provided by the Bank to the Customer is clear and understandable;

**12.1.6.** Electronic consent, provided by means of acceptable communication channels, and consent expressed by applying to the Call-Center which clearly expresses the Customer's will, has equal legal force with paper documents signed by the Customer;

**12.1.7.** The Bank provided the Customer with detailed information about all payments that will be charged to the Customer for the relevant product and / or service;

**12.1.8.** Confirmation and acceptance of this document is the Customer's acceptance of debiting funds from any accounts opened with any Banks in the amount of the debt owed to the Bank as a result of using banking products, and the Customer instructs the Bank to make such debiting without further approval from the Customer.

**12.2.** These representations and warranties are valid until the Parties fully fulfill all their obligations.

**12.3.** The Customer must immediately notify the Bank of any circumstances that may lead to a breach of any contractual obligations and / or representations and guarantees.

**12.4.** The parties acknowledge and agree that the Bank enters into the GTC and/or any other related agreement based on the above statements, guarantees and obligations, and treat them as terms

and conditions of the GTC. Therefore, any violation of statements, guarantees and obligations is sufficient grounds for the Bank to unilaterally terminate the GTC and/or any other related agreement without any prior notice to the Customer (including, but not limited to, suspension/termination of credit and other products and services provided by the Bank).

**12.5.** The Customer must inform the Bank in writing or through the agreed communication channels of any event that may arise or become known to him/her after the effective date of the GTC, which is or may be a violation, non-compliance or may lead to inaccurate or misleading any of the terms of Banking agreements.

**12.6.** The Customer is prohibited from using any Banking services for illegal purposes, including for the purchase of goods or services prohibited by the legislation of the Republic of Uzbekistan.

**12.7.** The Customer hereby declares and guarantees that he agrees to receive advertising from the Bank through mobile networks, social networks and through other possible digital channels.

## **Chapter 13. Additional rights and obligations of the Parties**

**13.1.** The Customer is obligated to:

**13.1.1.** Inform the Bank about changes in personal data (full name, address, identity documents, TIN, home phone number, work phone number, place of work (source of income), as well as notify the Bank via remote communication channels about changes in persons who have the right to manage accounts or receive information from accounts and attach the relevant documents to the notification. Until the notification of changes and attached documents is received, the Bank performs operations based on documents and signature samples previously provided to the Bank.

**13.1.2.** Upon request of the Bank, immediately provide the Bank with all documents and information related to banking operations without exception.

**13.1.3.** Comply with the terms and procedures of the GTC and contracts concluded with Bank.

**13.1.4.** Pay for the Bank's services (commissions) in full and on time.

**13.1.5.** Provide the Bank with valid, reliable, complete, authentic and non-misleading information, documents, statements and guarantees.

**13.1.6.** If the Customer receives and uses certain Bank products that provide for mandatory connection and use of auto-signature services from accounts and Bank cards, the Customer hereby undertakes not to evade the connection and use of such services, not to interfere with the implementation of such functionality and strictly follow the terms of agreements for the relevant banking products.

**13.1.7.** When accepting the GTC immediately notify the Bank if he / she (in the present or in the future) has PEP status in accordance with Clause 2.2.42. of these GTC, by e-mail [contact@tbcbank.uz](mailto:contact@tbcbank.uz).

**13.1.8.** Inform the Bank by any communication channels specified in the GTC on the dates and terms fixed for leaving the Republic of Uzbekistan, but not later than 5 calendar days prior to the date of supposed leaving.

**13.1.9.** In case the money means are transferred mistakenly because of technical failure to any accounts of the Customer in the Bank, the Customer shall not use these money means for own needs or other purposes and immediately communicate to the Bank on this fact by calling the Call-Center of the Bank within the day when such a situation occurred.

**13.1.10.** Independently ensure information security of used mobile device, not to make modifications in the mobile device on the level of operation system (including security breach), as well use only factory operation system of the mobile device.

**13.1.11.** Independently and regularly visit, follow, and read the terms of bank services, changes made in the terms published on the website of the Bank [www.tbcbank.uz](http://www.tbcbank.uz).

**13.1.12.** Ensure that the mobile device is currently supported by the manufacturer and the device continues to receive operating system (OS) updates.

**13.1.13.** Submit the necessary information on the status of a tax resident in the event of opening a deposit (demand deposit account with accrual of interest or a term deposit account) by a non-resident of the Republic of Uzbekistan.

**13.2.** The Bank is obligated to:

**13.2.1.** Provide the Customer with information about the status of the Customer's account upon request.

**13.2.2.** Follow the Customer's instructions in accordance with the GTC, as well as agreements concluded within the GTC and the relevant legislation of the Republic of Uzbekistan.

**13.3.** The Customer has the right to:

**13.3.1.** refuse to receive loan products free of charge after the conclusion of the contract in the period before receiving funds from the Bank to accounts/cards;

**13.3.2.** pay off debt on credit products early at any time without incurring penalties.

**13.4.** The Bank has the right to:

**13.4.1.** suspend the Customer's accounts in accordance with the legislation of the Republic of Uzbekistan;

**13.4.2.** conduct due diligence in accordance with the internal control Rules on countering the legalization of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction in commercial banks;

**13.4.3.** suspend operations and operations of the Customer's accounts, if the Customer provides false information, as well as in other cases stipulated by the current legislation of the Republic of Uzbekistan, and the GTC, this suspension is valid up to submission of a written explanation by the Customer;

**13.4.4.** Provide information constituting banking secrecy to third parties providing services to the Bank in accordance with the Law of the Republic of Uzbekistan "On Bank Secrecy".

**13.4.5.** Suspend usage of the Bank mobile application, in case the Customer doesn't perform undertaken obligations in accordance with the Sub Clause 13.1.10. hereto up to the moment of resetting factory operation system of the Customer mobile device.

**13.4.6.** Suspend the Customer's ability to use the Bank's mobile application on an outdated mobile device that is no longer supported by the manufacturer and has stopped receiving operating system (OS) updates from the manufacturer, as well as in the event of the Customer's violation of the obligations specified in Sub Clause 13.1.12. hereto.

**13.4.7.** The Customer also grants the right to the Bank for an indisputable writing off (without agreement with the Customer), as well as for an indisputable writing off by auto-debiting from all accounts opened in the Bank, as well as in any other banks of the Republic of Uzbekistan, the amount of erroneously credited funds to the Customer's account, to return the amounts, transferred by mistake and / or by violating the current legislation and / or suspicious amounts, commission expenses for services rendered, debts on overdue loan products, interest on them, penalties, fines and other debts for / when using banking products, according to current tariffs.

**13.4.8.** Refuse to open a bank account or perform operations for the Customer if there is a risk of imposing financial/economic sanctions on the Bank.

**13.4.9.** In accordance with the requirements of the tax legislation of the Republic of Uzbekistan, the Bank shall withhold tax from depositors - non-residents of the Republic of Uzbekistan who do not have tax resident status at the source of payment from the amount of interest (income) paid on the deposit in an unaccepted manner from any accounts with subsequent transfer to the budget.

**13.4.10.** For the purpose of examining the Customer's operations the Bank has the right to request additional information, limit the amount of transactions, restrict (decline) operations, and unilaterally terminate the GTC, as well as other agreements for provision of banking services, if there is a risk of the Customer paying for goods and services, selling or providing services that are prohibited by the legislation of the Republic of Uzbekistan.

**13.4.11.** The Bank is entitled to recover from the Customer any expenses for receiving and executing a court decision related to the Customer's failure to fulfill its obligations, including state duties, postal expenses, and any other expenses related to the consideration of the case in court.

**13.5.** The Customer is prohibited from using any Bank services for illegal purposes, including purchasing goods or services prohibited by the legislation of the Republic of Uzbekistan.

**13.6.** Send SMS messages of informational, advertising, marketing, or other kind of information.

## **Chapter 14. Responsibility of Parties**

**14.1.** The Party that violated the terms of the GTC and agreements concluded between the Bank and the Customer is liable for non-fulfillment or improper fulfillment of the obligations assumed by the Parties in accordance with the procedure established by the current legislation of the Republic of Uzbekistan.

**14.2.** The Bank has the right to demand refunding of outstanding funds for the bank products, payment of all accrued interests and other additional requirements, as well as compensation by the Customer for all losses and damage caused to the Bank by the Customer.

**14.3.** Payment of the penalty does not release the Customer from fulfilling the obligations imposed on him/her or eliminating violations.

**14.4.** The Customer hereby acknowledges and agrees that the Bank may, at its sole discretion, write off any and/or all of the Customer's accounts without his/her additional acceptance and direction of these funds for full repayment and / or reducing any and/or all payment obligations (including, without limitation, damages and / or losses) of the Customer;

**14.5.** In case of non-performance and/or improper performance by the Customer of its obligations, the Bank may, at its sole discretion, combine all amounts with any other amounts remaining unpaid to

the Bank. The Customer hereby agrees that after combining all amounts due to the Bank, the Bank has the right to use any legal means to recover such amount.

**14.6.** The responsibility of the Customer and the Bank that is not provided for in the GTC is reflected in separate agreements on banking products between the Customer and the Bank.

**14.7.** Measures of responsibility of the Parties not provided for in the GTC and separately concluded agreements are applied in accordance with the legislation of the Republic of Uzbekistan.

### **The Bank is not responsible**

**14.8.** for cases of non-fulfillment or improper fulfillment of obligations under the GTC, the Application/Request (before Agreement/Application) or online Application/Request and agreements concluded under the GTC, if this is the result of force majeure, including: power outages, damage to communication lines, fires and other circumstances beyond the control of the Bank. The Bank fulfills its obligations under agreements concluded with the Customer immediately after the termination of the above circumstances and their consequences.

**14.9.** for possible losses and other negative consequences caused by the Bank's disclosure of Bank secret information via the Call Center, if for reasons beyond the Bank's control, the Customer's PIN and/or access Code become available to the third parties.

**14.10.** in situations arising from causes beyond the Bank's control, including failure to accept credit card transactions, and any accidents, malfunctions or interruptions of service, software and/or hardware.

**14.11.** in case of debiting money from the Customer's accounts by the third party. A payment made using a Card is considered authorized if, at the time of the transaction, the Card is not blocked, its validity period is not expired, and the Card is used by its holder to make a payment in accordance with the agreements concluded between the participants of the payment card system in which the payment is made.

**14.12.** for use of the Bank's mobile application by the Customer outside the Republic of Uzbekistan, as well as for any damage or loss caused by violation of the legislation of other countries when using the Bank's mobile application outside the Republic of Uzbekistan.

**14.13.** for any actions available after giving own telephone number/mobile device by the Customer to the third persons.

**14.14.** for non-fulfillment by the Customer of the conditions specified in Clauses 5.9. – 5.11. hereto.

## **Chapter 15. Force majeure**

**15.1.** The Bank and the Customer are released from responsibility for partial or complete non-fulfillment of obligations under the GTC if this non-fulfillment is caused by force majeure circumstances (force majeure) - it's extraordinary, unavoidable and unforeseen under these conditions caused by natural phenomena (earthquakes, landslides, hurricanes, droughts, etc.) or socio-economic circumstances (war, blockades, bans on import and exports in the public interest, etc.), epidemics, pandemics and other

circumstances which are considered force majeure under the current legislation of the Republic of Uzbekistan, independent of the will and actions of the Bank and the Customer, in connection with which they are not able to meet its obligations under the GTC.

**15.2.** In the event of force majeure, the deadlines for fulfillment of the obligations shall be postponed for the period during which the force majeure is continued.

**15.3.** A Party that is unable to fulfill its obligations due to force majeure must notify the other party in writing of the occurrence and termination of the above circumstances no later than 5 (five) calendar days from the date of their occurrence and termination.

## **Chapter 16. Customer data and Confidentiality**

**16.1.** The Customer hereby gives consent to the processing of any personal data of the Customer, including special personal information (“Personal information”), for the purposes of the GTC, namely, for monitoring and forecasting the current and future performance of the Bank and the Customer obligations under the GTC, audits of the financial and property status of the Customer, the relationship of the Customer with third parties in part related to the GTC, as well as for the statistical and/or marketing and/or informing customers about new products/services of the Bank and Bank partners.

**16.2.** The processing of personal data includes the implementation by the bank, affiliated persons related to the Bank, and other organizations authorized by the bank, both on the territory of the Republic of Uzbekistan, and abroad, on automated, as well as without the use of automation tools for the processing of Customer's personal data, namely the collection from any sources, recording, systematization, accumulation, storage, clarification (updating, modification, addition), extraction, systematization, usage, provision, distribution, transfer (including to foreign countries, both those ensuring and not ensuring adequate protection of personal data subjects' rights), placement on public resources of the Internet of the Bank's sites, depersonalization, and destruction of personal data.

**16.3.** The Customer agrees that he/she gives the Bank the right to request any information concerning the Customer (including personal data) from any source in any quantities at any time at the discretion of the Bank within the framework of the legislation of the Republic of Uzbekistan. This information shall be requested for review, comparison, verification, analysis, preservation, transfer (on the territory of the Republic of Uzbekistan and abroad), transfer to the third parties, including to the territory of foreign states, both those ensuring and not ensuring adequate protection of personal data entities' rights, fulfillment of legal and/or contractual obligations.

**16.4.** The Customer agrees that the processing of Personal data may be carried out by the Bank, related/affiliated persons, legal successors of the Bank or other organizations authorized by the Bank, both on the territory of the Republic of Uzbekistan and abroad, including using automated personal data processing tools, to fulfill the purposes specified in clause 16.14 hereto.

**16.5.** For execution of the GTC, the Customer agrees to use their contact information to maintain contact with them in any way, including phone calls, sending SMS messages and / or emails, and undertakes not to disable the SMS notification service received from the Bank, including via a mobile operator from their mobile device.



**16.6.** By accepting the GTC, the Customer agrees to record their telephone conversations with the Bank for the Bank to evaluate the work of the Bank's employees, as well as in case of disputes, in this case, the Bank notifies about the recording of the conversation before talking to the Customer.

**16.7.** The Customer agrees that the Bank receives, including, but not limited to, personal information and / or data on the Customer's account, calls, transactions, mobile wallets and/or other activities received from mobile operators and/or other third parties, and agrees with the mobile operator and/or other third party providing such information and / or data to the Bank for marketing, credit underwriting and/or other commercial purposes considered in accordance with these terms.

**16.8.** The Bank shall take necessary measures to ensure the safety of Customer's personal data, which is in its possession in accordance with the current legislation.

**16.9.** The Bank and/or its affiliated persons and/or persons belonging to a single group of companies with the Bank and/or related to the Bank persons and/or other organizations authorized by the Bank both in the territory of the Republic of Uzbekistan and abroad may process (collect, record, systematize, accumulate, store, clarify (update, change, supplement), extract, use, transfer to third parties, including - to the territory of foreign states, both ensuring and not ensuring adequate protection of the rights of subjects of personal data, provide, distribute, place on publicly available resources of the Internet - on the pages of the Bank's websites, depersonalize and destroy) the following (but not limited to) data of the Customer automatically, as well as without using automatic means:

**16.9.1.** Customer's full name;

**16.9.2.** Details of the Customer's passport or a document replacing it: the document series and number, the date of issue of the document, the name of the issuing authority;

**16.9.3.** Place of permanent and/or temporary residence, date and place of birth, citizenship, taxpayer identification number, personal identification number (PIN);

**16.9.4.** home (if available) and/or mobile (cell) phone number;

**16.9.5.** email;

**16.9.6.** the Customer's Credit history and insolvency (both positive and negative, including current and / or past debt, data on loans and their repayment);

**16.9.7.** Details of the Customer's movable and immovable property, income information;

**16.9.8.** Information about the Customer's employer and working conditions (place of work, salary, work schedule, etc.), information about education and acquired specialty;

**16.9.9.** Any information concerning the Customer's accounts and cards in the Bank and in any other Bank and / or financial institution and transactions conducted on such accounts;

**16.9.10.** Any information of the Customer available in electronic channels and/or the Internet system, in other open sources, data collected during communication with the Customer (via email, telephone, chat, social networks or other communication channels);

**16.9.11.** Information about family members, relatives or other persons living with the Customer, contact details of these persons;

**16.9.12.** Biometric data, customer information that the Bank needs to identify the customer based on psychological, economic, cultural, or social characteristics.

**16.9.13.** Insurance contributions, tax arrears, accumulative pension contributions;

**16.9.14.** Audio/video recordings;



**16.9.15.** Data generated by the Bank (or at the request of the Bank) as a result of the analysis of data about the Customer (for example, data on the Customer's behavior, preferences, risk rating, etc.);

**16.9.16.** Data stored on a mobile device and used by the mobile application as part of the implementation of certain functions, services, products/services, including information transferred through cookies and access provision, other data automatically transferred to the Bank when using the mobile application, or transferred after consent at the operating system level;

**16.9.17.** Other personal data necessary for use of services/products;

**16.9.18.** Data subject to processing in accordance with the legislation of the Republic of Uzbekistan.

**16.10.** If the Customer provides the Bank with information about a third person (s), the Bank is not responsible for processing the data of such third person (s), and the Customer must obtain any necessary permission to use information about the third person (s).

**16.11.** Data processing by the Bank via electronic channels also includes recording the Customer's activity on such an electronic channel and using the collected data at the Bank's discretion.

**16.12.** If the legislation requires the Customer's consent to the processing of their data, any consent given by the Customer in electronic and / or material terms is considered duly agreed by the Customer and is binding upon the Parties.

**16.13.** The Customer's data and other information about the Customer received by the Bank is used and can also be used for:

**16.13.1.** conclusion and execution of contracts to which the Customer is a party, beneficiary or interested person;

**16.13.2.** ensuring the proper implementation of the rights and obligations of the Customer;

**16.13.3.** verification of information, including for the purpose of preventing fraudulent transactions;

**16.13.4.** bringing to the attention of the Customer information related to the execution of contracts, information and information of the third parties participating in joint programs of third parties (loyalty programs);

**16.13.5.** transfers to insurance, postal organizations, communications organizations;

**16.13.6.** conducting by the Bank statistical and / or marketing research and / or informing the Customer about new products / services of the Bank and the Bank's partners;

**16.13.7.** transfer to other state organizations for collection of overdue Debt.

**16.14.** The Customer acknowledges and agrees that the processing of data may be carried out by the Bank and/or its affiliated persons and/or persons belonging to the Bank in a single group of companies, and/or by persons affiliated with the Bank and/or other organizations authorized by the Bank for the purpose of (including without restrictions):

**16.14.1.** Ensuring compliance with the legislation of the Republic of Uzbekistan and internal regulatory acts;

**16.14.2.** Taking measures to conclude and fulfill contracts, the party to which is the Customer, including for monitoring and forecasting the current and future fulfillment of obligations under contracts;

**16.14.3.** Verification of the Customer's financial and property status, their relationships with the third parties, receipt of the credit report, credit information about the Customer;

**16.14.4.** Requesting any information regarding the Customer from any source in any quantity at any time in accordance with the legislation of the Republic of Uzbekistan;

**16.14.5.** Communication with the Customer, including sending notifications, requests, and information regarding the terms of banking products/services and their use, as well as processing requests and applications from Customers, including with subsequent transfer of such requests and applications for execution to the Bank's counterparties;

**16.14.6.** Prepare various reports, research, and / or presentations;

**16.14.7.** Improvement of the quality / products of the Bank's services, convenience of their use, development of new services / products of the Bank, offering the Customer personalized banking services, development of new ways of cooperation and development of the Bank's business;

**16.14.8.** Conducting by the Bank and/or its affiliated persons and/or persons affiliated with the Bank and/or persons included in the Bank's single group of companies and/or organizations authorized by the Bank, statistical and/or marketing and other research, analysis of credit and/or transaction history, analysis of payments/transfers, income, purchasing behavior, and other data of its and/or common clients, and/or all clients; For the purposes of Clause 16.14.8 hereto, an organization authorized by the Bank is a legal entity that, within the conditions defined by the Bank, provides its clients/users with the opportunity to use the Bank's service/product on its mobile or web application;

**16.14.9.** Receipt by the Bank of legal, accounting, auditing, informational (including data storage and processing, creation of information technologies), and consulting services;

**16.14.10.** Conducting by the Bank, including jointly with its affiliated entities and/or parties related to the Bank and/or other organizations, promotions, surveys, inquiries and/or informing about new products/services;

**16.14.11.** Preventing actions performed using the Application that contradict the requirements of legislation or agreements;

**16.14.12.** Protection of the Bank's legitimate interests and/or legal rights.

**16.15.** For the purposes of clauses 16.9 and 16.14 hereto, the following are the persons included with the Bank in a single group of companies: (1) Legal entities in whose authorized capital the Bank directly or indirectly (through other persons, including through a nominal holder of securities) owns (individually or jointly with any other person) a share (whether it has the right to vote or not) in any amount or exercises control (individually or jointly with other persons influences the policy, business decisions or appointment of a member of management bodies, committees) through trust management or an agreement with shareholders/participants or participation in the management bodies/committees of this person; (2) Legal entities in whose authorized capital the Bank's shareholder directly or indirectly (through other persons, including through the nominal holder of securities) owns (individually or jointly with any other person) a share (whether it has the right to vote or not) in any amount.

**16.16.** For ensuring security and protecting property and Confidential Information, as well as for quality control of services, the Bank's premises are under video and audio surveillance. Additionally, video monitoring is also conducted through ATMs, and audio recording takes place during telephone communications with the Bank.

**16.17.** The Customer recognizes the importance of video surveillance and audio recording and therefore gives unconditional consent to the Bank to process any data, including audio recordings during

calls to/from the Call Center, for the purpose of ensuring the Customer's safety and proper service without their additional notification.

**16.18.** Each Party undertakes not to disclose and/or otherwise provide third parties with the confidential information of the other Party that it has access to or may obtain as a result of and/or during cooperation, without the prior written consent of the other Party, except for the cases provided for in Clause 16.19 hereto.

**16.19.** The term "confidential information" in the GTC includes, without limitation, bank, technical, financial, and other information that became available to the Parties during the implementation of contractual relations and is not publicly available.

**16.20.** The Parties shall save Confidential Information and shall not disclose and/or transfer such Confidential Information to any third party, except in cases stipulated in the GTC and/or, if required by the Law, throughout the entire term of the GTC, as well as after their expiration.

**16.21.** The Customer's personal and confidential information shall be stored in the Bank throughout the entire term of the GTC and/or any other agreement with the Bank, and in case of expiration/termination of such agreements, within the timeframes established by applicable banking legislation.

**16.22.** The Bank guarantees the confidentiality of information and the safekeeping of Customer data that constitutes banking secrecy, in accordance with the Law of the Republic of Uzbekistan "On Banking Secrecy" and other legislative acts of the Republic of Uzbekistan.

**16.23.** Information constituting bank secrecy may be provided by the Bank to the Customer or their legal representative based on their request (in writing or electronically).

**16.24.** Information about the Customer, constituting a banking secret, is provided to the third parties in the manner prescribed by the current legislation of the Republic of Uzbekistan.

**16.25.** The Customer grants the Bank the right to disclose and provide information constituting bank secrecy to the bodies of inquiry and preliminary investigation, in cases where, in the Bank's opinion, the Customer's actions contain signs of a crime, in the manner prescribed by the legislation of the Republic of Uzbekistan, as well as in cases specified in the Customer's written consent:

**16.26.** Unless otherwise provided by law, the Customer may not require the Bank to delete the Customer's personal information that exists in the Bank.

**16.27.** With the acceptance of these Guidelines, the Customer confirms and agrees to the Bank's processing of a loan application to "Credit Information Analytical Center" Credit Bureau LLC and the provision of a loan report on themselves to the Bank unlimited number of times, as needed by the Bank. This information is processed to assess creditworthiness and the Bank's personal credit product offers.

**16.28.** For the purposes specified in Clause 16.28 hereto, the Customer authorizes and gives consent to the Bank to submit a loan application to the "Credit Information and Analytical Center" Credit Bureau LLC to receive personal offers for credit products from the Bank, and also agrees that the date of acceptance of consent for the provision of a loan report is the day the Bank submits a loan application to the "Credit Information and Analytical Center" Credit Bureau LLC. The Customer confirms that the Bank's actions specified in this paragraph are clear to them as well as agrees and guarantees that these actions of the Bank shall not be the subject of dispute between the parties.

## **Chapter 17. Anti-corruption measures**

**17.1.** The Parties under the GTC undertake to comply with the requirements of the anti-corruption legislation and not to take any actions that may violate the anti-corruption legislation in connection with their rights or obligations, including (but not limited to) not to offer, authorize, promise or make illegal payments, including (but not limited to) bribes in cash or any other form, to any individuals or legal entities, including (but not limited to) commercial organizations, authorities and self-government bodies, government employees, private companies and their representatives. If either Party violates the obligations, the other party has the right to unilaterally and out of court refuse to fulfill obligations under existing banking agreements.

**17.2.** The Parties represent and warrant that:

**17.2.1.** Each of the Parties shall conduct honestly and lawfully as well as comply with high standards of ethics. The parties have a zero-tolerance policy towards corruption, tax fraud, facilitating any form of tax evasion and any other criminal activity and keep the above issues under constant review.

**17.2.2.** Parties, as well as related persons: authorized persons, representatives must not participate in any activity that may contribute (directly or indirectly) to corruption, tax fraud and tax evasion in any form.

## **Chapter 18. Amendments and additions, early termination, rejection of contracts concluded in accordance with the GTC**

**18.1.** The Customer may at any time delete his/her account in the mobile application of JSCB “TBC Bank”, provided that the Customer pays all commission fees to the Bank and other debts on loan and other products of the Bank, transfers all available funds from open bank accounts, including from demand deposit accounts, term deposit accounts to the bank accounts opened in other banks.

**18.2.** By deleting their account in the “TBC Bank” mobile application, the Customer expresses their consent to the cessation of using any or all banking products, termination of the GTC, closure of all bank accounts and services, and also agrees that this action is equivalent to an application submitted personally (in person) by the Customer (according to Appendix No. 2 hereto) and has the same legal force as a paper application signed by the Customer.

**18.3.** The GTC may be terminated at any time based on the agreement of the parties or in other cases stipulated by the legislation of the Republic of Uzbekistan. Termination of the GTC does not release the Customer from the full fulfillment of their obligations to the Bank.

**18.4.** The Bank has the right to make changes to the GTC by posting relevant information on the Bank's website at [www.tbcbank.uz](http://www.tbcbank.uz) and / or in the premises of branches or banking service centers that will not worsen the Customer's conditions and do not contradict the current legislation of the Republic of Uzbekistan. If the Customer does not submit any claims or objections to changes in the GTC within 10 days from the date of publication of changes in the GTC and continues to use banking services, these changes shall enter into legal force and are considered accepted by the Customer.

**18.5.** The Bank has the right to unilaterally amend any Contracts and the GTC if amendments are made to the legislation which make it impossible to fulfill obligations under contracts concluded with the Customer.

**18.6.** Any issues not regulated by the GTC must be resolved in accordance with the current legislation of the Republic of Uzbekistan.

**18.7.** All disputes arising between the Parties from contracts or in connection with them, the Parties shall resolve through negotiations. If the Parties do not reach an agreement during negotiations, the dispute shall be considered in court at the Bank's registered location in accordance with the current legislation of the Republic of Uzbekistan.

**18.8.** If any provision of this Agreement becomes invalid, such occurrence shall not affect other provisions and shall not provide grounds for the Customer to fully or partially withdraw from existing obligations.

**18.9.** In any exceptional circumstances, including suspicion of using any Account for or in connection with any criminal, fraudulent and/or illegal actions or transactions, the Bank may close, suspend, or freeze any Account without prior notice to the Customer.

**18.10.** The Bank has the right to unilaterally terminate the GTC if the Customer is included in the sanctions list or if the Customer violates the “Internal control rules for combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction for commercial banks”.

## **Chapter 19. Other provisions**

**19.1.** All issues that are not directly regulated by the GTC and other internal regulations of the Bank are regulated in accordance with the legislation of the Republic of Uzbekistan.

**19.2.** If any provision of the GTC is found to be invalid, illegal, or unenforceable under applicable law, all other provisions of the GTC shall remain in full force and effect. In such a case, the parties are obliged to replace the invalid, illegal, or impossible provision with a mutually acceptable, lawful, legal, and legally binding provision.

**19.3.** In case of discrepancies between the texts of the GTC in Uzbek, Russian and English, the text in Russian prevails. At the same time, if the Customer chooses English in the RBS and the Customer accepts the version of the GTC and the banking agreement in English, then the Customer confirms and agrees that the Russian version of the GTC is used as the main version and regulate the relationship between the parties in case of disputes.

**19.4.** By activating the bank card and entering the last four figures of the bank card's external number in the Bank's mobile application, the Customer confirms that he / she has personally (with his/her own hand) received the bank card from the Bank's employee.

## **Chapter 20. Features of regulating relations between the Bank and the Customer who is a non-resident of the Republic of Uzbekistan**

**20.1.** For the purposes of this Clause, residents of the Republic of Uzbekistan are understood to be citizens of the Republic of Uzbekistan, including those abroad, foreign citizens who have a residence permit in the Republic of Uzbekistan, stateless persons who have a residence permit in the Republic of Uzbekistan. Non-residents or individuals - non-residents of the Republic of Uzbekistan are understood to be all persons not falling under the concept of a resident of the Republic of Uzbekistan, as indicated above.

**20.2.** The provisions of this Clause apply exclusively to individuals - non-residents and have priority in cases of any contradictions between the norms of this Clause and other provisions of this GTC.

**20.3.** The action and provisions of Clauses 4, 5 and 6 of the GTC apply to individuals - non - residents of the Republic of Uzbekistan solely after their proper identification and verification of the documents submitted in accordance with the GTC and the requirements of the legislation of the Republic of Uzbekistan. The provisions of Clauses 7, 8 and 9 of hereto on individuals - non-residents of the Republic of Uzbekistan do not apply.

**20.4.** In case of contradictions between the GTC and the texts specified in Clauses 4, 5 and 6 hereto, the provisions of the relevant agreements have a priority in relations between the Bank and non-residents.

**20.5.** For opening primary bank accounts (including bank cards) in national and foreign currency, non-residents must personally submit the following additional data / documents to the Bank:

**20.5.1.** a document proving the stay (accommodation) of an individual - non-resident in the Republic of Uzbekistan;

**20.5.2.** a valid certificate of permanent or temporary registration in the Republic of Uzbekistan with a validity period of at least 3 months, which must remain valid for at least 15 business days from the date of submission of the relevant application;

**20.5.3.** documents confirming work or training, as well as sources of income;

**20.5.4.** Personal Identification Number of an Individual (PINI);

**20.5.5.** telephone number registered with a licensed communication operator of the Republic of Uzbekistan.

**20.6.** Further bank accounts opened for a non-resident individual may be opened remotely by undergoing identity verification procedures, as well as if the documents/data specified in Clause 20.5 are relevant.

**20.7.** For fulfillment of the requirements of the legislation of the Republic of Uzbekistan the Bank has the right, at its discretion, to request additional documents from non-resident individuals not specified in Clause 20.5. hereto, including the documents confirming the source of the individuals - non-residents' funds.

**20.8.** If there are changes in the data/documents specified in Clause 20.5. hereto or additionally requested by the Bank in accordance with Clause 20.7. hereto during the validity period of any contracts or provision of services between the Bank and the Customer, the Customer shall notify the Bank no later



than the next business day about such changes with the provision of documents confirming these changes.

**20.9.** The Bank has the right, at its discretion, to suspend the validity and/or provision of any current contracts and/or services during the period of studying the amendments and relevant documents. The maximum period for reviewing the submitted documents on changes is 15 working days, provided that the necessary data/confirmations are received from the government databases of the Republic of Uzbekistan in a timely manner, in cases where interaction with such databases is provided for by legislation. Contracts and/or services shall be resumed no later than the next business day after the completion of review and verification of the documents provided by the Customer. If any deficiencies are identified or other circumstances arise that prevent the renewal of contracts and services, the Bank reserves the right to suspend contracts and/or services until such deficiencies and circumstances are fully resolved.

**20.10.** Funds may be credited to foreign currency accounts of non-resident individuals:

**20.10.1.** non-trade transfers;

**20.10.2.** funds acquired in the local foreign exchange market;

**20.10.3.** funds received on the basis of documents confirming their legality.

**20.11.** Funds in foreign currency accounts of non-resident individuals may be used at the disposal of the account holder:

**20.11.1.** for non-trade transfers;

**20.11.2.** for sale on the local foreign currency market;

**20.11.3.** for cash withdrawal in foreign currency using ATMs and cash desks of banks of the Republic of Uzbekistan;

**20.11.4.** for transfer to own accounts opened in foreign banks.

**20.12.** The foreign currency is sold to non-residents - individuals on the basis of submitted documents confirming their receipt of national currency funds within the territory of the Republic from legal sources. The transaction amount should not exceed the sum specified in the submitted documents.

**20.13.** In addition to the rights specified by the GTC, the Bank has the following additional rights when interacting with individuals - non-residents:

**20.13.1.** refuse to open accounts and/or financial transactions on non-residents accounts, as well as suspend/block current accounts/transactions in the cases where:

- the Bank does not consider the results of studying data and documents submitted by an individual - non-resident, to be satisfactory;

- there is a risk of economic sanctions in relation to the Bank;

- operations are suspicious in accordance with the legislation on combating the legalization

of proceeds from criminal activity, financing of terrorism and financing of the proliferation of weapons of mass destruction for commercial banks and in other cases stipulated by the current legislation of the Republic of Uzbekistan;

- there are reasons to believe that the funds credited to the account are received illegally;
- there are requirements or regulations of authorized bodies of the Republic of Uzbekistan or competent authorities of foreign states, including courts;
- the non-resident is outside the territory of the Republic of Uzbekistan, if the provision of a certain service is possible only in the territory of the Republic of Uzbekistan by virtue of the requirements of the legislation and/or competent third parties;
- documents specified in Clauses 20.5. and 20.7. lost their relevance;
- the need for refusal, suspension or blocking is due to internal documents of the Bank.

**20.13.2.** temporarily limit or fully block access to the account of an individual - non-resident, as well as suspend cross-border transfer of funds in the following cases:

- inclusion of a client and/or its counterparties, beneficiaries, a bank - account holder and other banks participating in the payment chain, in the sanctions lists of OFAC, FATF, EU (EC), the UN (UN), the French Sanctions List (Ministry of Economics and Finance), as well as the Great Britain Sanctions Lists;
- obtaining an official request from the competent authorities of foreign states, if this does not contradict the legislation of the Republic of Uzbekistan;
- identifying the inconsistency of the documents provided or information by the actual data.

**20.13.3.** terminate the banking service agreement with an individual - non-resident and close/block its accounts/card in the cases specified by the legislation, internal documents of the Bank or international standards of compliance control;

**20.13.4.** apply restrictions on the use of certain banking products and services (including remote banking services) in relation to individuals - non-residents in order to comply with the law, protect the interests of the Bank and prevent possible risks;

**20.13.5.** unilaterally make amendments and additions to the concluded contracts with individuals - non-residents if there are amendments of the legislation relating to the procedure for opening and using of the accounts by the non-residents in the banks of the Republic of Uzbekistan, as well as the rules and conditions provided for by international payment systems;

**20.13.6.** request the documents from an individual - non-resident which confirm the sources of the origin of funds, when making incoming payments and/or currency exchange operations for an amount exceeding 10,000 US dollars for the period of 30 days;

**20.13.7.** request additional information to study the operation, limit the amount of the operation, set restrictions or refuse to ensure it, and terminate the service and unilaterally terminate

contracts with a non-resident in the following cases:

- if a non-resident or its operation falls under the action of sanctions or there is a risk of their applying;
- if the operation performed by a non-resident does not correspond to its profile according to the questionnaire (in case of applicability);
- If the non-resident did not submit all the documents to the Bank necessary for the operation, including confirming sources of the origin of money means.

**20.14.** In addition to the obligations specified by the GTC, individuals-non-residents have the following additional obligations when interacting with the Bank:

**20.14.1.** comply with the legislation of the Republic of Uzbekistan, as well as provide the Bank with reliable information and documents necessary for identification, confirmation of income sources and other procedures specified by the regulatory acts.

**20.14.2.** within at least 5 working days, notify the Bank of its departure from the Republic of Uzbekistan for a period of more than 1 month and on its return no later than the next business day after returning. The Bank has the right to establish restrictions on conducting operations on the account with a long absence of a client in the territory of the Republic of Uzbekistan.

**20.14.3.** timely notify the Bank of a change in the citizenship, personal data, documents confirming the right to stay in the Republic of Uzbekistan, sources of income, as well as other information affecting the service in the Bank.

**20.14.4.** use accounts exclusively for personal, non-commercial purposes, except for cases stipulated by the legislation.

Appendix No. 1  
to the General Terms and Conditions  
for provision of banking products and services of  
JSCB “TBC Bank”

**Chairman of the Management Board of  
JSCB “TBC Bank”  
Tetrashvili S.**

Full name:

Tel.:

PINI:

.....  
Series and number of the identity document

Date of issue:

Issued by:

**APPLICATION**

Hereby I kindly request You to terminate the bank account agreement concluded with me and close all existing accounts opened in the Bank at my own request.



General Terms and Conditions for provision of banking products and services of  
JSCB “TBC Bank”

Appendix No. 2  
to the General Terms and Conditions  
for provision of banking products and services of  
JSCB “TBC Bank”

**Chairman of the Management Board of  
JSCB “TBC Bank”  
Tetrashvili S.**

Full name:

Tel.:

PINI:

.....  
Series and number of identity document:

Date of issue:

Issued by:

**APPLICATION**

Hereby I kindly request You to delete my account in the mobile application of “TBC Bank” and close all existing accounts opened in the Bank associated with my account at my own request.

I have read and agree to the terms of account deletion and closing of existing accounts. I shall pay all commission fees and other debts to the Bank on loan and other products of the Bank related to my account.