

# FINANCING AGREEMENT AGAINST ASSIGNMENT OF A MONEY CLAIM (FACTORING)

Tashkent

"date" month 20\_\_\_\_\_

**ASIA ALLIANCE BANK JSCB**, hereinafter referred to as the "**Financial Agent**", represented by U.A. Abduazimov, Chairman of the Management Board, acting on the basis of the Articles, on the one hand, and \_\_\_\_\_ **LLC**, hereinafter referred to as the "**Customer**", represented by \_\_\_\_\_, Director acting on the basis of the Articles, on the other hand, together referred to as the "**Parties**", have entered into this Agreement as follows.

## 1. DEFINITIONS AND INTERPRETATIONS

**Financial Agent Remuneration (Fee, Discount)** is a Money amount payable by the Customer to the Financial Agent, determined in the manner, amount and under the terms and conditions stipulated by the Tariffs. It is calculated from the date of financing for the entire deferral period under the Agreement. In case of early repayment of the Money Claim by the Debtor, the Fee amount for the use of Financing shall not be subject to revision.

**Repayment date** is the date of fulfillment by the Debtor of the obligation to transfer the amount of the assigned Money Claim to the Financial Agent.

**Recourse date** is the end date of the Recourse Fulfillment Period.

**Debtor** is a legal entity or individual entrepreneur who has entered into a Contract with the Customer and, by virtue of such Contract, is obliged to pay the Money Claim of the Customer arising from the provision of goods (rendering services, performing work) by the Customer in favor of the Debtor, under the terms and conditions of the deferred payment established in the Contract.

**Money Claim** (debt amount) is the Debtor's obligation to the Customer, expressed in the currency of the Republic of Uzbekistan, to pay for the delivered goods (rendered services, performed work) under the terms and conditions of the Contract, confirmed in the Primary Documents.

**Customer** is a legal entity or individual entrepreneur delivering goods (providing services, performing work) to the Debtor under a Contract executed with it under deferred payment terms, having rights of claim against the Debtor arising from the provision of goods to the Debtor (providing services, performing work) on the basis of the Contract, having shown interest in factoring services or being on factoring services with the Financial Agent.

**Contract** is an agreement between the Customer and the Debtor providing for the supply/sale of goods, performance of work and provision of services under deferred payment terms – Contract No. \_\_\_\_ dated \_\_\_\_\_.

**Deferred payment under the Contract** means the maximum deferral payment of the Money Claim that may be provided for by the Contract – 180 (one hundred eighty) days.

**Recourse exercise period** is the period of time during which the Customer shall pay the Financial Agent for the previously assigned claim in the event of its failure or improper fulfillment by the Debtor. The recourse exercise period shall start on the day following the expiration of the Grace Period. The recourse exercise period is 5 calendar days.

**Financing amount** is an amount equal to 100% of the amount of the assigned Money Claim.

**Tariffs** means a document approved by the Financial Agent, determining the amount of the Financial Agent's Remuneration.

## 2. SUBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Customer shall assign money claims against the Debtor to the Financial Agent and pay for the services rendered, and the Financial Agent shall perform the following actions related to the money claims that are the subject of the assignment:

- transfer Customer's funds against money claims;
- keep records of the Customer's money claims against a third party (Debtor);
- exercise rights in respect of the Customer's money claims, including presenting money claims to the Debtor for payment, receiving payments from the Debtor and making settlements related to money claims;

- 2.2. The Financial Agent shall provide the Customer with financing in the amount of \_\_\_\_\_ (\_\_\_\_\_) UZS (hereinafter referred to as the Financing Amount), which is 100% of the amount of the assigned money claim.
- 2.3. The Customer's right to transfer money claims shall be confirmed by copies of the following documents: \_\_\_\_\_ (*invoices, delivery notes, Delivery and Acceptance Certificate for inventory items, Certificates of Conformity, Quality Certificates, Certificates of Origin, Equipment Specifications, and Performance Bond*).
- 2.4. The Customer guarantees that there are no agreements between it and the Debtor prohibiting or restricting the assignment of Money Claims to a third party.
- 2.5. In accordance with this Agreement, subsequent assignment of Money Claims by the Financial Agent is permitted.

### **3. PROCEDURE AND MAIN TERMS OF FINANCING UNDER ASSIGNMENT OF MONEY CLAIMS**

- 3.1. The Money Claim shall be transferred to the Financial Agent from the date the Parties sign the Agreement, if at the date of signing the Agreement the obligation to pay for the assigned Money Claim has already occurred.
- 3.2. Simultaneously with the assignment of money claims, other rights arising from the Contract shall also be transferred to the Financial Agent, in particular, the right to apply penalties to the Debtor, the right to security provided to the Customer, the rights of the beneficiary for possible insurance claims, and others.
- 3.3. The following Money Claims of the Customer to the Debtor are not subject to assignment:
  - overdue accounts receivable;
  - payment due date which exceeds 180 (one hundred eighty) calendar days from the date of delivery;
  - in respect of which there are any disputes and disagreements with the Debtor in connection with the Debtor's claims regarding the Customer's failure to fulfill or improper fulfillment of obligations under the Contract;
  - arising from Contracts concluded by the commission agent (agent) on behalf of the principal.
- 3.4. Payment to the Customer of the money claim assigned to the Financial Agent in the value of the Financing Amount shall be made within 3 (three) banking days from the Effective date of the Agreement.
- 3.5. Payment to the Customer shall be made according to the Customer's details specified in Section 14 of this Agreement. The date of transfer of payment shall be the date of debiting funds from the current account of the Financial Agent.

### **4. PROCEDURE FOR PAYMENT OF ASSIGNED MONEY CLAIMS**

- 4.1. Payment by the Debtor/Customer of the assigned Money Claims shall be made according to the details of the Financial Agent specified in the Agreement.
- 4.2. The Debtor/Customer shall make payment within the time limits and in the amount in accordance with the terms and conditions established by the Contract and this Agreement.
- 4.3. The Debtor/Customer shall be obliged to satisfy, on a priority basis, the demands of the Financial Agent for payment of the assigned Money Claims, which it shall pay to the Financial Agent in accordance with this Agreement and the current legislation of the Republic of Uzbekistan, of which the Debtor/Customer has been notified and given its consent.
- 4.4. The following priority for repayment of the Debtor/Customer's obligations shall be established:
  - repayment of the principal debt (financing amount) under the Money Claim;
  - repayment of the debt arising in connection with the liability of the Debtor/Customer (penalties).

### **5. FINANCIAL AGENT'S REMUNERATION**

- 5.1. For the provision of Factoring Services to the Customer, the Customer shall pay the Financial Agent a Remuneration.
- 5.2. The Factoring Service Fee (Discount) is calculated from the date of financing for the entire deferral period under the Contract. In the event of early repayment of the Money Claim by the Debtor, the amount of the Fee for the use of Financing is not subject to revision.

- 5.3. The basis for calculating the Remuneration is the amount of the Money Claim assigned to the Financial Agent, specified in the Agreement.
- 5.4. The amount of the Fee for the use of Financing is determined no later than the date of provision of Financing.
- 5.5. Payment of the Fee for the use of Financing shall be made by withholding by the Financial Agent the corresponding amount from the Financing Amount for crediting to the Customer's account (Discount).

## **6. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

### **6.1. The Customer shall:**

- 6.1.1. properly perform its obligations under the Contract executed with the Debtor;
- 6.1.2. be liable to the Financial Agent:
  - for the validity of the money claim that is the subject of the assignment;
  - for the failure to fulfill or improper fulfillment by the Debtor of the money claims assigned to the Financial Agent in the manner prescribed by this Agreement;
  - in the event of assignment to the Financial Agent of claims for which the Debtor has counterclaims against the Customer for offset.
- 6.1.3. notify the Debtor in writing (via an electronic document management system (Didox or others), by mail with a delivery confirmation, or by personal delivery against signature of the Debtor's authorized representative) of the assignment of money claims against it, made by the Customer in favor of the Financial Agent in the notification form agreed upon by the Parties in Annex No. 1 to the Agreement - no later than the next business day after signing this Agreement (before the provision of financing) and provide the Financial Agent with a document confirming the fact of the Debtor notification;
- 6.1.4. transfer to the Financial Agent copies of all documents that it exchanges with the Debtor, certified by its seal, within 3 (three) business days from the date of sending or receiving such documents;
- 6.1.5. provide, at the request of the Financial Agent, additional information about the Debtor in writing, as well as other documents on the assigned money claim and on itself personally within 3 (three) business days from the date of receipt of the relevant request;
- 6.1.6. promptly notify the Financial Agent in writing of the following information that has become known to it:
  - negative circumstances that may affect the solvency of the Debtor or prevent the fulfillment of the assigned money claim;
  - cases where the Debtor, for whatever reason, disputes its payment obligations in part or in full;
  - cases where a third party right comes into force with respect to the assigned Money claim or its security or where third parties lay claim to it;
  - all changes of a legal and/or economic nature, both for itself and for the Debtor, affecting the possibility of fulfilling the obligations that are the subject of this Agreement, even in cases where these changes affect only individual obligations;
- 6.1.7. in the event of receipt from the Debtor of the payment amount for the assigned money claims to the account(s) of the Customer, ensure the transfer of these funds to the Financial Agent no later than the next business day from the date of its receipt. Payment by the Debtor of the assigned Money Claim to the Customer's account shall not constitute proper performance of the obligation for the Debtor to pay the assigned Money Claim. Until the Customer transfers funds to the Financial Agent in accordance with this clause, the latter shall retain the right to demand from the Debtor payment in favor of the Financial Agent of the assigned Money Claim, in repayment of which the Debtor transferred funds to the Customer's account;
- 6.1.8. not to make changes or additions to the terms and conditions of the Contract affecting the parameters of the assigned money claim without the written consent of the Financial Agent;
- 6.1.9. in the event of a dispute between the Financial Agent and the Debtor on issues related to the exercise by the Financial Agent of its rights under the assigned Money Claims, within 3 (Three) business days from the receipt of the corresponding request from the Financial Agent, provide the Financial Agent with all documents that it has or can receive and communicate all information that it has or can receive related to the subject of the dispute.

The Customer shall provide all necessary explanations for the Financial Agent to exercise its rights under the Money Claims assigned to it;

- 6.1.10. pay for the services of the Financial Agent stipulated by this Agreement;
- 6.1.11. in the event of failure or improper fulfillment by the Debtor of its obligations to pay the assigned claim, pay the assigned claim to the Financial Agent before the expiration of the Recourse Exercise Period;
- 6.1.12. not to assign or pledge claims arising from this Agreement;
- 6.1.13. not to pledge Money Claims arising from the Contract, the rights to the Money Claim under which are assigned to the Financial Agent.

**6.2. The Customer shall be entitled to:**

- 6.2.1. receive complete and reliable information on the procedure and terms of Factoring Services in accordance with this Agreement;
- 6.2.2. fulfill the Debtor's obligations to pay the assigned money claim;
- 6.2.3. require the Financial Agent to provide information on the current status of the assigned money claim, as well as other information according to which the Financial Agent maintains records within the framework of this Agreement.

**6.3. The Financial Agent shall:**

- 6.3.1. finance the Customer (transfer to the Customer the Financing Amounts for the assigned Money claim) in the manner, amounts and within the timeframes established by this Agreement;
- 6.3.2. no later than the business day following the day of payment by the Debtor/Customer of the money claim, send to the Customer a Report on the movement of funds for assigned claims;
- 6.3.3. in the event of receipt of funds from the Debtor to the Financial Agent's account in payment of a money claim that was not assigned by the Customer, within 1 (one) business day from the date of receipt of the funds, send to the Customer and the Debtor a corresponding written notice;
- 6.3.4. in the event of receipt of funds from the Debtor to the Financial Agent's account in payment of a money claim, after payment of this money claim by the Customer in the manner provided for in clause 8.2 of this Agreement, within 1 (one) business day from the date of receipt of the said funds, send the Customer and the Debtor a corresponding written notice;
- 6.3.5. in the event of failure by the Debtor to pay the assigned Money Claim on time, immediately notify the Customer thereof by sending him a corresponding message by fax, via an electronic document management system (Didox or others), e-mail, by personal delivery against the signature of the authorized representative of the Debtor, etc.

**6.4. The Financial Agent shall be entitled to:**

- 6.4.1. notify the Debtor of the need to pay for the assigned money claims in the form provided in Annex No. 1 before the start of the Recourse Exercise Period;
- 6.4.2. make a subsequent assignment of the money claim against the Debtor to third parties, with mandatory written notification of the Customer;
- 6.4.3. after the expiration of the Recourse Exercise Period, apply any measures that do not contradict the law, which it considers appropriate to receive payment for the assigned money claims from the Debtor or from the Customer;
- 6.4.4. if the Customer fails to transfer in a timely manner the amounts payable to the Financial Agent in accordance with this Agreement (clause 8.2. of the Agreement), write off these amounts without acceptance from all existing or future accounts of the Customer in any bank, to which the Customer expresses its consent by entering into this Agreement.

If the Customer's main account is in another bank, the Customer shall provide the Financial Agent with a copy of the agreement executed with the bank servicing its main account on the direct debiting of funds prior to financing under this Agreement;

- 6.4.5. demand that the Customer return funds in the amount of the Financing provided, in the following cases:
  - the Customer has unfulfilled obligations to the Financial Agent under this Agreement, other agreements, as well as failure to fulfill obligations under the Contract;

- if the information and/or documents provided to the Financial Agent by the Customer turned out to be inaccurate, and the Customer did not provide new reliable information;
- expiration of the payment term for the Money Claim;
- the Financial Agent has identified circumstances indicating, in the opinion of the Financial Agent, that the obligations of the Customer or the Debtor will not be fulfilled or the relevant Money Claim is invalid or may be recognized as invalid.

## **7. LIABILITIES OF THE PARTIES**

- 7.1. In the event of failure or improper fulfillment by the Financial Agent of its obligations to pay the Customer funds in the manner and amount stipulated by the terms and conditions of this Agreement, the Financial Agent shall pay the Customer a penalty in the amount of 0.1% (zero point one percent) of the amount of funds not paid on time for each day of delay in payment, but not more than 50% of the overdue amount.
- 7.2. The Customer is responsible for the validity of the money claim that is the subject of the assignment and for the accuracy of documents transferred in accordance with this Agreement.
- 7.3. If the money claim assigned by the Customer to the Financial Agent is recognized as invalid, or the Contract is recognized as invalid, not concluded and the consequences of an invalid transaction are applied to it, the Customer shall transfer to the Financial Agent the amount of financing actually received by it under this Agreement and pay the amounts due to the Financial Agent in accordance with clause 8.2 hereof, within 3 (three) business days from the date of receipt of the corresponding demand of the Financial Agent.
- 7.4. If, as a result of the offset of counterclaims by the Debtor, the return (return) of goods by the Debtor, the loss/damage of goods before the transfer of the risk of accidental loss or accidental damage of goods from the Customer to the Debtor, or other reduction in the amount of the assigned Money Claim, the amount of the assigned Money Claim becomes less than the amount specified in the relevant Register, the Customer shall transfer to the Financial Agent the amount by which the assigned Money Claim has decreased within 5 (five) business days from the date of such reduction. The provisions of this clause under no circumstances grant the Customer and the Debtor the right to the offset of counterclaims by the Debtor, the return (return) of goods, or other reduction in the amount of the assigned Money Claim. The said offset of counterclaims, return (return) of goods, or other reduction in the amount of the assigned Money Claim shall be unlawful, and the Financial Agent has the right to challenge its legitimacy in the established manner.
- 7.5. In the event of any disputes or disagreements with the Debtor in connection with the Debtor's submission of written claims regarding the Customer's failure or improper fulfillment of obligations under the Contract, including the quality of the goods delivered/work performed by the Customer or services rendered, the Customer is obliged to transfer to the Financial Agent an amount equal to the amount of the relevant assigned Money Claims, in respect of which there are claims by the Debtor, within 5 (five) business days from the date of the occurrence of such claims by the Debtor.
- 7.6. In the event that a fact of pledge of the assigned Money Claim, encumbrance of the assigned Money Claim by the rights of third parties, or the assigned Money Claim being under arrest is revealed, the Customer shall transfer to the Financial Agent an amount equal to the amount of the corresponding assigned Money Claim in respect of which the fact of pledge, encumbrance by the rights of third parties and/or being under arrest is revealed, within 2 (two) business days from the date of receipt of the corresponding demand from the Financial Agent.
- 7.7. In the event of failure and/or improper fulfillment by the Customer of the obligations stipulated by clauses 7.3., 7.4., 7.5., 7.6 hereof, the Financial Agent has the right to demand payment of a penalty for each day of delay in the amount of 0.1% of the amount, the payment of which is overdue, but not more than 50% of the overdue amount.
- 7.8. The Customer shall be liable for the failure or improper fulfillment by the Debtor of the Money claims assigned to the Financial Agent in accordance with the terms and conditions of this Agreement, in the manner and under the terms and conditions provided for in Section 8 of this Agreement.
- 7.9. The Parties shall also be liable in other cases stipulated by law.

## **8. CUSTOMER'S LIABILITY FOR FAILURE OR IMPROPER FULFILLMENT BY DEBTORS OF ASSIGNED MONEY CLAIMS**

- 8.1. In the event of full or partial non-payment by the Debtor of a Money claim assigned to the Financial Agent, the Financial Agent shall notify the Customer thereof in writing no later than the business day following the day of expiration of the deferral period under the Contract.

- 8.2. During the Recourse Exercise Period, the Customer shall transfer to the Financial Agent the difference between the amount of the assigned Money claim and the amount of payments actually received by the Financial Agent from the Debtor in payment of this Money claim.

In the event of failure or improper fulfillment by the Financial Agent of the obligation stipulated by this clause, the Customer shall pay the Financial Agent a penalty in the amount of 0.1% (zero point one percent) of the amount of unpaid funds for each day of delay in payment, but not more than 50% of the overdue amount.

- 8.3. In the event that the Customer fulfills the obligation stipulated by clause 8.2 hereof, the Money Claim in the part not fulfilled by the Debtor shall be transferred to the Customer. Within 5 (five) business days from the date the Customer fulfills the obligation stipulated by clause 8.2 hereof, the Financial Agent, at the request of the Customer, shall transfer to him the previously received documents confirming the existence of Money Claim transferred to the Customer in accordance with this clause. The documents shall be transferred to the Customer in a manner that allows for subsequent confirmation of delivery of the said documents to the Customer. The Financial Agent shall notify the Debtor of the transferred Money Claim upon the Customer's written request.

## **9. CONFIDENTIALITY CLAUSE**

- 9.1. Within the framework of this Agreement, the Parties acknowledge that official and commercial secrets include: all financial terms and conditions of this Agreement, including the amount of the Fee, all information transferred by the Parties to each other under the terms and conditions of this Agreement, including information on the financial position of the Parties and the Customer's Debtor, as well as information contained in documents transferred by the Parties within the framework of this Agreement, including Primary Documents and other information that may have actual or potential commercial value, with the exception of information that, by law, cannot constitute an official or commercial secret, as well as information related to third parties, for the dissemination of which their written consent has been received.
- 9.2. The information specified in Clause 9.1 hereof may be transferred to third parties only with the written consent of the other Party, and without the written consent of the other Party may be transferred only to judicial, investigative and other bodies that, by virtue of the legislation of the Republic of Uzbekistan, have the right to receive such information.
- 9.3. In the event of a subsequent assignment of a Money claim against the Debtor to third parties, the Financial Agent has the right to transfer to the said third parties all information and documents received by it within the framework of this Agreement without the written consent of the Customer.
- 9.4. The Parties shall be liable for the unauthorized transfer (including leakage) of the information specified in clause 9.1 hereof in accordance with the current legislation of the Republic of Uzbekistan.

## **10. GUARANTEES AND REPRESENTATIONS OF THE PARTIES**

- 10.1. The Parties confirm and guarantee that:
- they have all the necessary corporate permits and permits/approvals/agreements for entering into this Agreement, obtained in compliance with the permit/approval/agreement procedures and the statutory competence of the bodies, and also have all the rights and powers to enter into it without the need to obtain any additional permits/approvals/agreements, and have also obtained all the necessary permits from authorized/competent bodies/organizations;
  - they are duly registered and have the right to carry out commercial activities in accordance with the governing legislation;
  - they are registered as taxpayers, have a positive business reputation in the market, their financial position is stable and their assets are sufficient for the proper fulfillment of their obligations under this Agreement;
  - they are not in the process of liquidation, are not a party to criminal or administrative proceedings that impede the conclusion of this Agreement;
  - there are no prohibitions, liens, encumbrances, and/or rights of third parties that prevent the proper execution of this Agreement;
  - this Agreement has been signed by persons authorized to sign it in accordance with the constituent documents, there are no grounds for recognizing this Agreement as invalid due to lack of authority;

- this Agreement is not fictitious/sham and the terms of this Agreement correspond to its actual economic content.
- 10.2. Based on the agreement, the Parties have the right to request and are obliged to provide each other (at the request of any of the Parties) duly certified or scanned copies of the state registration certificate, confirmation of authority to sign this Agreement, licenses, certificates, other permits, if such are required for the proper execution of this Agreement.
- 10.3. The Parties confirm that the warranties and representations set forth in this chapter are valid. Their violation may entail liability in the established manner.
- 10.4. The Parties guarantee not to interfere in any activity of the other Party, to make demands related to interference in the activity of the other Party, and to prohibit the other Party from carrying out business activity.

## **11. ANTI-CORRUPTION PROVISIONS**

- 11.1. When fulfilling their obligations under the agreement, their affiliated persons, employees or intermediaries shall not pay, shall not offer to pay and shall not allow the payment of any money or values, directly or indirectly, to any persons to influence the actions or decisions of these persons for the purpose to get any unlawful advantages or to achieve other unlawful goals.
- 11.2. When fulfilling their obligations under the Agreement the Parties, their affiliated persons, employees or intermediaries shall not carry out actions qualified by law applicable for the purpose of the contract as a giving/receiving a bribe, commercial bribery, as well as other actions that violate the requirements of the applicable legislation, including international acts of about Countering corruption.
- 11.3. Each of the parties to the Agreement shall refuse to stimulate employees of the other party in any way, including by providing money, gifts, gratuitous execution of work (services) and other methods that are not named in this clause, which puts the employee in a certain dependence and aimed at ensuring the performance of this employee of any action in favor of the Party stimulating him.
- 11.4. If the Party has suspicions that there was a violation of any anti-corruption provisions, the corresponding party shall notify the other Party in writing. In a written notification, the party shall refer to facts or provide materials that reliably confirm or give reason to assume that there was a violation of any provisions of these provisions by the Party, its affiliated persons, employees or intermediaries expressed in actions qualified by applicable law, as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on countering money laundering.
- 11.5. The parties shall provide mutual assistance to each other in order to prevent corruption. At the same time, the parties ensure the implementation of inspection procedures in order to prevent the risks of involving the parties in corruption.
- 11.6. The parties guarantee the implementation of proper proceedings on the issues that arise during the execution of the Agreement and circumstances of the corruption nature in compliance with the principles of confidentiality, as well as the application of effective measures to eliminate the negative consequences and prevent possible conflict situations.
- 11.7. The parties guarantee complete confidentiality on the implementation of the anti-corruption provisions of the Agreement, as well as the absence of negative consequences for employees of the parties who reported the fact of violations.

## **12. DISPUTES RESOLUTION**

- 12.1. Disputes arising between the parties, in connection with the change, termination, failure or improper fulfillment of this Agreement shall be resolved by negotiations between the parties.
- 12.2. If it is impossible to resolve the dispute, all disputes, disagreements and requirements arising from this agreement or in connection with it, including those related to its conclusion, change, execution, violation, termination and validity, at the discretion of the plaintiff, shall be subject to consideration in the Permanent Court of Arbitration at "DS Legal Center" LLC or in the Tashkent inter-district economic court.

When considering a case in Permanent Court of Arbitration at DS Legal Center LLC, the case shall be considered in accordance with the Regulations of the Permanent Court of Arbitration at LLC DS Legal Center. The decision of the arbitration court shall be considered final and not subject to revision.

**13. OTHER PROVISIONS**

- 13.1. This Agreement shall come into force from the date of its signing by both parties and shall be valid until all obligations of the debtor/client to the Bank under this Agreement are fully fulfilled.
- 13.2. In the event that any of the parties stops its activities as a legal entity, or undergo other changes in its legal status, it must fulfill its obligations under this Agreement to the other party until the termination of its activity (changes), with the exception of the case when fulfillment of these obligations lie with the successor of the liquidated (underwent change) Party.
- 13.3. Termination of the contract between the Customer and the Debtor does not exempt the parties from the proper fulfillment of obligations and liability under this Agreement.
- 13.4. Notifications, messages and other documents of the parties provided for by this Agreement shall be made in writing and transmitted by mail, e -mail, fax, in accordance with the details of the parties, or by presenting the parties to the authorized employees of the parties.
- 13.5. The parties agree that all documents that, in accordance with the current legislation and (or) this Agreement, must be executed in writing, can be signed by exchanging the relevant documents on fax communication.
- 13.6. The parties agree that all the documents that must be transferred under this Agreement can be transferred using facsimile communication. The parties shall provide each other with the originals of documents transferred using fax communication within 3 (three) business days from the date of receipt of the requirements for the provision of relevant documents from the concerned party.
- 13.7. All amendments and changes to this Agreement shall be made only in writing and signed by the parties.
- 13.8. If one or more provisions (conditions) of this Agreement become invalid due to the law or court decision, then this cannot serve as the reason for the termination of other provisions (conditions) of this Agreement.
- 13.9. This Agreement is made in 2 (two) copies that have the same legal force, one for each Party.
- 13.10. All applications mentioned in the text of this Agreement shall be its integral parts.
- 13.11. In all other matters not provided for by this agreement, the parties shall be guided by the legislation of the **Russian Federation**.

**14. LOCATION, POSTAL ADDRESSES AND OTHER DETAILS OF THE PARTIES**

- 14.1. Financial agent: name, location, details. Fax number, to which messages and documents shall be sent: \_\_\_\_\_
- 14.2. Customer: name, location, details. Fax number to which messages shall be sent: \_\_\_\_\_

**Signatures of the Parties:**

Financial Agent:

Customer:

Manager:

Manager:

\_\_\_\_\_  
“ ”

\_\_\_\_\_  
“ ”

Seal

Chief accountant:

Seal