

**FINANCING AGREEMENT No.
against Assignment of Money Claim (factoring)**

Place of the Agreement:

Date of the Agreement:

hereinafter referred to as the "**Financial Agent**"
Name of the Financial Agent

represented
by

Job title, full name of the signatory

: acting on the basis of:

name and details of the underlying document

and

hereinafter referred to as the "**Customer**"

Name of the Customer
represented
by

Job title, full name of the signatory

acting on the basis of:

Name and details of the underlying document

and

hereinafter referred to as the "**Debtor**"

Name of the Customer

represented
by

Job title, full name of the signatory

acting on the basis of:

Name and details of the underlying document

hereinafter jointly referred to as the "Parties", and individually as the "Party", have entered into this **Financing Agreement against Assignment of Money Claim (factoring) (hereinafter referred to as the Agreement)**, as follows.

1. Definitions and Interpretations

Financial Agent Remuneration (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:

- Fee for the use of financing (Discount) is calculated from the date of financing for the entire deferral period for each Contract according to the Register. 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.

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

Debtor is a legal entity or an individual entrepreneur who has entered into a Contract with the Customer and, by virtue of such Contract, shall 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 obligations to the Customer for payment for delivered goods (rendered services, performed work) under the terms and conditions of the Contract, expressed in the currency of the Republic of Uzbekistan, confirmed in the Primary Documents. The amount of the Money claim is specified in the Register.

Application – Application for Financing is an Electronic document (in the form of Annex No. 3 to this Agreement), generated by the Customer in the Information System for sending to the Financial Agent for receiving Financing.

Information system is a Digital platform "OZ PLANET" - a computer program "Digital factoring" intended for electronic interaction of participants in the market for financing against assignment of a Money claim, organization of legally significant electronic document flow, posted on the "Internet" information and telecommunications network on the website: www.go.ozplanet.uz

Customer (Supplier) is a legal entity or individual entrepreneur delivering goods (providing services, performing work) to the Debtor under a Contract concluded with him under deferred payment terms and conditions, 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.

Contract - Agreement for the supply of goods (rendering of services, performing work) is an agreement for the sale and purchase of goods, rendering of services, performing work or another agreement concluded between the Customer and the Debtor, according to which the Customer shall transfer goods, provide services or perform work to the Debtor, and the Debtor shall pay for it under deferred payment terms and conditions.

Debtor Limit – Unused portion of the Financing Limit is an amount equal to the difference between the limit and the amount of financing actually provided to the Customer, which debt has not been repaid. In this case, the debt shall be repaid by making a payment by the Debtor in payment of the assigned Money Claim and/or in the form of a return of the Financing amount by the Customer to the Financial Agent.

Primary Documents are documents whereby the validity of the assigned Money Claim can be established. The list of Primary Documents is specified in Annex No. 1 to this Agreement. The list is not final, if necessary, the Financial Agent may require the provision of documents not specified in the List.

Waiting period is a period of time that begins after the end of the deferral payment under the Contract, which additionally gives the Debtor the opportunity to pay the amount of the assigned Money Claim. The waiting period may be and shall be specified in the Register.

Offer to conclude an Agreement (offer) is a status in the Information System generated by the Financial Agent upon positive consideration of the Customer's Application to conclude an Agreement, contains the parameters of the terms and conditions of the Factoring Agreement and the documents: Agreement and Financing Terms and Conditions.

Register is an electronic document generated in the Information System containing the characteristics (identification) of the Customer, Debtor, Financial Agent, as well as the Money Claims assigned to the Financial Agent, and is simultaneously the legal registration of the Money Claim assignment and the notification of the Debtor about the Money Claim assignment to the Financial Agent. Sample forms according to which the Register may be compiled (depending on the Financing Terms and conditions) are provided in Annex No. 2 to this Agreement.

Deferral Period under the Contract is the maximum payment deferral by the Debtor of the Money Claim, stipulated in the Contract, specified in the Register.

Amount of the Money Claims assignment is the amount of the Money Claim or its corresponding part.

Amount of financing to be credited to the Customer's account is a payment made by the Financial Agent in favor of the Customer, which amount is calculated as the difference between the amount of the assigned Money Claim and the Discount.

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

Financing Terms and conditions is an integral part of this Agreement, an electronic document defining the financial relations of the Parties. The form of the Financing Terms and conditions is presented in Annex No. 4 to this Agreement.

Factoring (Factoring Services) is an operation according to which:

- a) the Financial Agent provides Financing to the Customer against assignment of Money Claims under the terms and conditions and in the manner specified by this Agreement;
- b) in order to receive Financing, the Customer assigns to the Financial Agent the Money Claims that are formed from the provision of goods by the Customer, the performance of work by him or her, or the provision of services to the Debtor under the Contract;
- c) the Debtor makes payment for the assigned Money Claims directly to the Financial Agent.

Financing is the provision of funds by the Financial Agent to the Customer against assigned Money Claims of the Customer to the Debtor. Financing is carried out in the manner and under the terms and conditions stipulated by this Agreement.

Financial Agent is "ASIA ALLIANCE BANK" JSCB providing factoring services to its Customers, purchasing from the Customer a Money Claim against the Debtor, arising from the Contract concluded

between the Supplier and the Debtor, financing the Customer against assignment of the Money Claim, and providing other services to the Customer within the framework of this Agreement.

Electronic document is information recorded in electronic form, confirmed by an EDS and having other details of an electronic document that allow its identification.

EDS – Electronic digital signature is a signature in an electronic document obtained as a result of special transformations of information in this electronic document using the private key of the electronic digital signature and allowing, using the public key of the electronic digital signature, to establish the absence of distortion of information in the electronic document and to identify the owner of the key of the electronic digital signature.

2. Subject of the Agreement

- 2.1. According to the Agreement, the Customer shall assign to the Financial Agent the Customer's Money Claims against the Debtor, and the Financial Agent shall provide Financing to the Customer against assignment of the said Money Claims.
- 2.2. The Agreement defines the procedure for:
 - assignment by the Customer to the Financial Agent of the Customer's Money Claims against the Debtor;
 - implementation by the Financial Agent of Financing to the Customer under the assignment of the said Money Claims;
 - payment for the services (Remuneration) of the Financial Agent;
 - implementation by the Debtor of payments to the Financial Agent for the assigned Money Claims.

3. Establishment of Limits

- 3.1. The Financial Agent shall establish Limits at its own discretion.
- 3.2. Limits shall be established in Uzbek soums.
- 3.3. Repayment of the debt on the payment made by the Financial Agent on account of the implementation of Financing under this Agreement increases the amount of the Unused Portion of the Limit within the Limit established by the Financial Agent by the amount of such repayment.
- 3.4. Establishing the Limit is not an offer and does not entail any obligations for the Parties under this Agreement.

4. Procedure and Conditions for Concluding the Agreement

- 4.1. To conclude the Agreement, the Customer shall fill an Application in the Information System for concluding a Financing Agreement against assignment of a Money claim (factoring) and send the latter for consideration to the Financial Agent.
- 4.2. Within 3 (three) business days after receiving a properly executed Application, the Financial Agent must make a decision either to conclude the Agreement or refuse to conclude the Agreement and provide Financing.
- 4.3. In case of a decision to conclude the Agreement, the Financial Agent shall send the Customer an Offer via the Information System: Financing Agreement against assignment of a Money claim (factoring) and the Financing Terms and conditions and conditions - an electronic document signed with an EDS.
- 4.4. The Customer, having received the Offer with the specified documents (Agreement and Financing Terms and conditions), shall sign it with his EDS.
- 4.5. After the Customer accept the Offer and sign the Agreement and Financing Terms and conditions, the Debtor shall receive a notification about the need to sign the Agreement (factoring), sign the Agreement, after which the Customer's Application shall be transferred to the status Agreement concluded.
- 4.6. If within 30 (thirty) calendar days from the date of receipt by the Customer of the Offer to conclude the Agreement, the Agreement is not concluded, the Financial Agent's offer will not be relevant.
- 4.7. By sending an Application to the Bank and signing (confirming the EDS in the Personal Account) the Agreement and the Financing Terms and conditions, the Customer and the Debtor shall fully agree with the terms of the Agreement, and also confirm that the terms and conditions of the Agreement are not discriminatory and/or burdensome for them, and do not deprive them of the rights usually granted under agreements of this type.

- 4.8. After signing (by EDS) the Agreement, the Financing Terms and conditions by all Parties, the Financing Agreement against assignment of a Money claim (factoring) shall be considered concluded.

5. Main Terms and Conditions of Money Claims Assignment

- 5.1. With respect to Money Claims that the Customer intends to assign to the Financial Agent in accordance with this Agreement (when the Agreement has already been concluded by the Parties), the Customer shall generate an Application for the provision of financing in the Information System (Annex No. 3 to the Agreement) and send the latter for consideration to the Financial Agent together with the Primary Documents related to the Money Claim and the Register.

The Register must be signed by the Debtor before being sent to the Financial Agent.

- 5.2. Within 3 (three) days after receiving a properly executed Application, Primary Documents and the Register, the Financial Agent must make a decision either to provide Financing or refuse to provide Financing and inform the Customer of the decision made via the Information System.

- 5.3. The Register shall be valid after signing by the Customer, the Debtor and the Financial Agent.

- 5.4. The Money Claim shall be transferred to the Financial Agent from the date the Parties sign the Register, if at the time of signing the Register the obligation to pay for the assigned Money Claim has already occurred.

- 5.5. Simultaneously with the assignment of Money Claims, other rights arising from the Contract/s and related to the Money Claim shall also be transferred to the Financial Agent, in particular: the right to apply penalties to the Debtor; rights to security provided to the Customer; rights of the beneficiary for possible insurance claims, etc.

If the assignment of other rights requires the Customer to perform additional actions (execution of documents, etc.), the Customer undertakes to perform these actions.

- 5.6. The following Money Claims of the Customer to the Debtor are not subject to assignment:

- which are overdue accounts receivable;
- the payment period for which exceeds 180 (one hundred eighty) calendar days from the date of delivery;
- in relation to which there are any disputes and disagreements with the Debtor in connection with the Debtor's claims regarding the failure to fulfill or improper fulfillment by the Customer of obligations under the Contract;
- arising from Contracts concluded by the commission agent (agent) on behalf of the principal (committee).

- 5.7. The Customer does not have the right of pledge in relation to Money Claims assigned to the Financial Agent.

6. Procedure for Financing the Customer

- 6.1. Within 3 (three) business days after the Parties sign the Register, the Financial Agent shall transfer to the Customer the Amount of financing to be credited to the Customer's account.

- 6.2. Payments to the Customer shall be made according to the Customer's details specified in the Register. The date of payment transfer shall be the date of debiting funds from the Financial Agent's current account.

7. Procedure for Payment of Assigned Money Claims by the Debtor

- 7.1. Payment by the Debtor of assigned Money Claims shall be made according to the details of the Financial Agent specified in the Register.

- 7.2. The Debtor 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.

- 7.3. The Debtor shall satisfy, on a priority basis, the demands of the Financial Agent for payment of the assigned Money Claims, which it is obliged to pay to the Financial Agent in accordance with this Agreement and the current legislation of the Republic of Uzbekistan, of which the Customer has been notified and given its consent.

- 7.4. The following priority of repayment of the Debtor's obligations shall be established:

- repayment of the principal debt on the Money Claim;
- repayment of the debt arising in connection with the Debtor's liability (penalties).

8. Financial Agent Remuneration

- 8.1. The Financial Agent Remuneration for Factoring Services shall be determined in the manner, amount and under the terms and conditions stipulated by the Tariffs included in the Financing Terms and conditions (Annex No. 1 to the Financing Terms and conditions).
- 8.2. The basis for calculating the Remuneration is the amount of the Money Claim assigned to the Financial Agent, specified in the Register.
- 8.3. Payment of the Fee for the use of Financing shall be made by the Financial Agent by withholding the corresponding amount from the Financing Amount for crediting to the Customer's account (Discount).
- 8.4. The amount of the Fee for the use of Financing shall be determined no later than the date of provision of Financing and is not subject to revision in the event of early repayment of the Money Claims by the Debtor.

9. Rights and Obligations of the Customer

9.1. The Customer shall:

- 9.1.1. Assign valid Money Claims for which, at the time of assignment:
 - The Customer and the Debtor have signed Primary Documents confirming the emergence of the assigned Money Claim;
 - there are no disputes and/or disagreements with the Debtor in connection with the Debtor's claims regarding the Customer's failure or improper fulfillment of its obligations under the Contract;
 - there have been no return shipments (returns) of goods by the Debtor, offsets of the Debtor's counterclaims to the Customer, or other lawful reductions in the amount of the Money Claim, and at the time of assignment, no grounds for such offsets and reductions have arisen;
 - there are no encumbrances by third party rights, liens, disputes and/or arrests.
- 9.1.2. At the time of formation of the Register, transfer to the Financial Agent Primary Documents and other documents related to the assigned Money Claims certified with an EDS, for which the Money Claim Maturity Date has not occurred. The provision by the Customer of Primary Documents for an amount less than the amount of the assigned Money Claim shall have the same legal consequences as the failure by the Customer to provide Primary Documents confirming the assigned Money Claim.
- 9.1.3. In the event of receipt of payment from the Debtor for the Money Claim assigned to the Financial Agent to the Customer's account, transfer the received funds to the Financial Agent within 2 (two) business days from the date of receipt of funds to the Customer's account. Payment by the Debtor of the assigned Money Claim to the Customer's account shall not constitute proper fulfillment 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.

In the event of failure and/or improper fulfillment by the Customer of the obligations stipulated by this clause, the Financial Agent shall also have the right to demand from the Customer 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.

- 9.1.4. Ensure the exact and strict fulfillment of its obligations under the Contract to the Debtor.
- 9.1.5. Not to make changes or additions to the terms of the Contract and settlement documents under it without the written consent of the Financial Agent, which in the future, directly or indirectly, may affect the parameters and conditions of the already assigned Money Claim, including the amount of the Money Claim.

In the event of non-fulfillment by the Customer of the obligations stipulated by this clause, the Financial Agent shall have the right to terminate this Agreement and demand the return of the Financing amount from the Customer.

- 9.1.6. Without delay (no later than the next working day after the day on which this information became known to the Customer) notify the Financial Agent in writing of information that has become known to the Customer about:
 - negative circumstances regarding the solvency of the Debtor or circumstances that may entail non-payment of the assigned Money Claim;
 - cases when the Debtor, for whatever reason, disputes its Money obligations in part or in full;
 - cases when a third party right comes into force with respect to the assigned Money Claim or its security;

- cases when one of the Customer's suppliers revokes or changes the powers granted to the Customer for the further alienation of the goods with the ensuing consequences;
- all its changes of a legal and/or economic nature that affect the content of this Agreement and/or the possibility of fulfilling the obligations that are the subject of this Agreement, even in cases where these changes affect only individual obligations under this Agreement.

The said information shall be communicated by the Customer to the Financial Agent orally by telephone immediately, and in writing no later than the next business day following the day when this information became known to the Customer.

- 9.1.7. In the event of a dispute between the Financial Agent and the Debtor on issues related to the Financial Agent's exercise of its rights under the assigned Money Claims, within 3 (Three) business days from the date of 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 essence of the dispute.

The Customer shall provide all necessary explanations for the Financial Agent to exercise its rights under the assigned Money Claims. The Customer shall be obliged to provide the Financial Agent with copies of all documents that it exchanges with the Debtor within 3 (Three) business days from the date of sending or receiving such documents.

- 9.1.8. Satisfy, on a priority basis, the demands of the Financial Agent for payment of fines or other payments that it is obliged to pay to the Financial Agent in accordance with this Agreement and the current legislation of the Republic of Uzbekistan.
- 9.1.9. Pay the Financial Agent's Remuneration for Factoring Services.
- 9.1.10. Not assign or pledge claims arising from this Agreement.
- 9.1.11. Not pledge Money Claims arising from the Contract, the rights to the Money Claim from which are assigned to the Financial Agent.

9.2. The Customer shall be entitled to:

- 9.2.1. Receive complete and reliable information on the procedure and conditions of Factoring Services in accordance with this Agreement.
- 9.2.2. At any time during the term of this Agreement, send the Financial Agent inquiries about the current state of its relations with the Debtor and demand the provision of copies of documents arising in the process of correspondence between the Financial Agent and the Debtor, if they do not contain information constituting a banking or commercial secret.
- 9.2.3. At any time during the validity of this Agreement, contact the Financial Agent with a request to increase or decrease its financing limit.

10. Rights and Obligations of the Financial Agent

10.1. The Financial Agent shall:

- 10.1.1. Finance the Customer in the manner, amounts and within the timeframes established by this Agreement.
- 10.1.2. Provide the Customer with information on the status of the assigned Money Claims, as well as other information according to which the Financial Agent keeps records within the framework of this Agreement.
- 10.1.3. Present demands to the Debtor for payment and take other appropriate legal measures on the assigned Money Claims. The necessity of certain legal measures in each specific situation shall be determined by the Financial Agent.
- 10.1.4. At the request of the Customer, send to the latter all information and documents available to the Financial Agent (except for those constituting a banking and commercial secret), according to which the Customer can monitor the status of its commercial relations with the Financial Agent and the Debtor.
- 10.1.5. Immediately inform the Customer about the suspension of Financing.

10.2. The Financial Agent shall be entitled to:

- 10.2.1. Independently establish and change the Limits, determine the date of entry into force of the Limits.
- 10.2.2. Apply any measures permitted by the current legislation of the Republic of Uzbekistan, enter into agreements with the Debtor that it considers appropriate to receive payment under the Contract.
- 10.2.3. If the Debtor fails to transfer in a timely manner the amounts payable to the Financial Agent in accordance with this Agreement (Section 7 of the Agreement), write off these amounts without

acceptance from all existing or future accounts of the Debtor in any bank, to which the Debtor expresses its consent by concluding this Agreement.

If the Debtor's main account is in another bank, the Debtor shall provide (directly personally to the Bank or through the Information System, confirming the EDS) to the Financial Agent a copy of the agreement concluded with the bank servicing its main account on the direct debiting of funds before financing under this Agreement.

- 10.2.4. Request the provision of accounting and other documents of the Customer related to the assigned Money Claim.
- 10.2.5. If the Customer fails to transfer in a timely manner the amounts payable to the Financial Agent in accordance with this Agreement (clause 9.1.3. of the Agreement), write off these amounts without acceptance from all existing or future accounts of the Customer, to which the Customer expresses its consent by concluding this Agreement.
- 10.2.6. Unilaterally suspend Financing, do not provide Financing and/or demand that the Customer return funds in the amount of Financing provided, in the following cases:
 - presence of unfulfilled obligations of the Customer 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;
 - presence of overdue obligations of the Debtor;
 - expiration of the term for payment of the Money Claim;
 - 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.

11. Rights and Obligations of the Debtor

11.1. The Debtor shall:

- 11.1.1. Properly fulfill its obligations to pay the amount of the assigned Money claim in accordance with the terms and conditions of this Agreement.
- 11.1.2. Not to make any changes or amendments to the terms and conditions of the Contract without the written consent of the Financial Agent that may in the future, directly or indirectly, affect the parameters and conditions of the already assigned Money Claim, including the amount of the Money Claim.
- 11.1.3. Promptly notify the Financial Agent of any information that has become known to it about negative circumstances regarding its solvency or circumstances that may result in non-payment of the assigned Money Claim.
- 11.1.4. Ensure the accurate and strict fulfillment of its obligations under the Contract and this Agreement.
- 11.1.5. At the request of the Financial Agent, send it all information and documents available to it, by which the Financial Agent can monitor the state of its commercial relations with the Customer and the Debtor.
- 11.1.6. Quarterly transfer to the Financial Agent (directly by personal delivery to the Bank or through the Information System, confirming with an EDS) copies of the balance sheet, profit and loss statement, as well as other financial statements as agreed by the Parties within 3 (three) business days from the end of this period or receipt of a corresponding request from the Financial Agent.

11.2. The Debtor shall be entitled to:

- 11.2.1. Conclude Contracts without the participation of the Financial Agent.

12. Customer's Liability

- 12.1. The Customer shall be responsible for the validity of all Money Claims assigned in accordance with this Agreement, the possibility of its transfer and the absence of objections to it.
- 12.2. In the event that the Money Claim assigned by the Customer to the Financial Agent is recognized as invalid, or the Contract on it is recognized as invalid / not concluded, and the consequences of an invalid transaction are applied to it, the Customer shall reimburse the Financial Agent for the amount of Financing and the Financial Agent's remuneration within 5 (five) business days from the date of recognition of the assigned Money Claim as invalid and / or recognition of the Contract as invalid / not concluded.

In the event of failure and / or improper fulfillment by the Customer of the obligations stipulated by this clause, the Financial Agent shall also have the right to demand payment of a penalty for each

day of delay in the amount of 0.1% of the amount, which payment is overdue, but not more than 50% of the overdue amount.

- 12.3. 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, the return (return) of goods, or other reduction in the amount of the assigned Money Claim are unlawful, and the Financial Agent has the right to challenge their legitimacy in the established manner. In the event of non-fulfillment and/or improper fulfillment by the Customer of the obligations stipulated by this clause, the Financial Agent shall have 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.
- 12.4. In the presence of any disputes and 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 shall 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 occurrence of such claims by the Debtor.
- 12.5. 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 arrest of the assigned Money Claim 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 arrest is revealed, within 2 (two) business days from the date of receipt of the corresponding demand of the Financial Agent.
- 12.6. The Customer instructs the Financial Agent to fulfill the obligations stipulated in this section by withholding by the Financial Agent the relevant amounts from any amounts due to the Customer, in the event of the Customer's failure to fulfill the said obligations.
- 12.7. The assignment of Money Claims in accordance with this Agreement is carried out without the right of the Financial Agent to present recourse claims against the Customer.

13. Debtor's Liability

- 13.1. In the event of non-fulfillment and/or improper fulfillment by the Debtor of obligations to pay the amount of the assigned Money Claim in the manner and amount stipulated by the terms of this Agreement, the Financial Agent shall have the right to demand payment of a penalty for each day of delay in the amount of 0.1% of the amount, which payment is overdue, but not more than 50% of the overdue amount.

14. Confidentiality

- 14.1. This Agreement, all information related to its conclusion and execution, are confidential information for each of the Parties.
- 14.2. Any information regarding the financial or commercial position of the Parties or information that is directly designated by the Parties as confidential is considered confidential. The Parties shall not disclose confidential information, and shall not use information received within the framework of the execution of this Agreement to the detriment of each other, both during the validity and after the completion or termination of this Agreement.
- 14.3. In the event of disclosure of the received confidential information, the Parties shall compensate each other for the damage caused, including lost profits.
- 14.4. If a Party, in the performance of its obligation under this Agreement, received from the other Party information that may be considered a commercial secret, as well as information on new solutions and technical knowledge, including those not protected by law, the Party that received such information shall not have the right to disclose it to third parties without the consent of the other Party. However, the criterion of "Confidentiality of Information" is the corresponding mark on such a document, such as secret, confidential, for internal use or compliance of such information with the requirements of the Law of the Republic of Uzbekistan "Regarding Commercial Secrets".

- 14.5. Without the written consent of the other Party, Confidential Information may be transferred to judicial, investigative, tax and other authorities that, by virtue of the legislation of the Republic of Uzbekistan, have the right to receive such information.

15. Force Majeure

- 15.1. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under this Agreement if such failure is caused by extraordinary and unavoidable circumstances under the given conditions (force majeure). Such circumstances shall include flood, fire, earthquake and other natural disasters, as well as war, military actions, government acts and actions of authorities directly affecting the interests of the Parties, as well as other circumstances beyond the control of the Parties.
- 15.2. Upon the occurrence of the circumstances specified in clause 15.1, the Party shall notify the other Party of them in writing no later than 3 (three) business days. The notification must contain information on the nature of the circumstances, an assessment of their impact on the fulfillment of obligations under this Agreement and be confirmed by a competent government organization.
- 15.3. Upon the occurrence of force majeure circumstances, the fulfillment of obligations under the Agreement shall be postponed in proportion to the duration of the above circumstances, unless the Parties have agreed otherwise.
- 15.4. In case of untimely notification of the above circumstances, the Party affected by them cannot refer to them, unless the circumstance itself prevents sending such a message.

16. Validity and Procedure for Termination of the Agreement

- 16.1. This Agreement is executed in the form of an Electronic Document and shall come into force from the date of signing by the parties by EDS in the Information System.
- 16.2. This Agreement is executed for an indefinite period.
- 16.3. This Agreement may be terminated by mutual consent of the Parties.
- 16.4. Any Party has the right to refuse to perform this Agreement unilaterally, having previously, no later than 5 (five) business days, notified the other Party in writing. In this case, if on the date of refusal by one of the Parties to perform this Agreement, the assigned Money Claims have not been paid in full, this Agreement shall remain in effect with respect to these Money Claims until they are paid in full.

17. Dispute Resolution

- 17.1. Disputes arising between the Parties in connection with the amendment, termination, non-fulfillment or improper fulfillment of this Agreement shall be resolved through negotiations between the Parties.
- 17.2. If it is impossible to peacefully resolve the dispute, all disputes, disagreements and claims arising from this Agreement or in connection with it, including those related to its conclusion, amendment, execution, violation, termination, cancellation and validity, at the discretion of the Claimant, shall be considered in the Permanent Court of Arbitration at DS Legal Centre LLC or in the Tashkent Interdistrict Economic Court.

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

18. Warranties and Representations of the Parties

- 18.1. The Parties confirm and guarantee that:
- they have all the necessary corporate permits and permissions/approvals/agreements for the conclusion of this Agreement, obtained in compliance with the procedures for permission/approval/agreement and the statutory competence of the bodies, and also have all the rights and powers to conclude it without the need to obtain any additional permissions/approvals/agreements, and they have also obtained all the necessary permissions from authorized/competent bodies/organizations;
 - are duly registered and have the right to carry out commercial activities in accordance with the governing legislation;
 - 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;

- are not in the process of liquidation, are not a party to criminal or administrative proceedings that prevent the conclusion of this Agreement;
 - there are no prohibitions, liens, encumbrances, and/or rights of third parties that prevent the proper fulfillment 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.
- 18.2. Based on the agreement, the Parties have the right to request and shall provide each other (at the request of either Party) duly certified or scanned copies of the state registration certificate, confirmation of authority to sign this Agreement, licenses, certificates, and other permits, if such are required for the proper execution of this Agreement.
- 18.3. The Parties confirm that the guarantees and representations set forth in this chapter are valid. Violation of them may entail liability in accordance with the established procedure.
- 18.4. The Parties guarantee not to interfere with any activity of the other Party, to put forward demands related to interference in the activity of the other Party, and to prohibit the other Party from carrying out business activity.

19. ANTI-CORRUPTION PROVISIONS

- 19.1. In fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or permit the payment of any money or valuables, directly or indirectly, to any persons in order to influence the actions or decisions of these persons in order to obtain any undue advantages or to achieve other undue goals.
- 19.2. In fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not carry out actions classified by the legislation applicable for the purposes of the Agreement as giving/receiving a bribe, commercial bribery, as well as other actions that violate the requirements of the applicable legislation, including international acts on combating corruption.
- 19.3. Each Party to the Agreement shall refrain from stimulating the employees of the other Party in any way, including by providing cash, gifts, gratuitous performance of work (services) for them, and other methods not specified in this clause that place the employee in a certain dependence and are aimed at ensuring that this employee performs any actions in favor of the Party stimulating him.
- 19.4. In the event that a Party suspects that a violation of any anti-corruption provisions has occurred or may occur, the relevant 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 grounds to assume that a violation of any provisions of these terms and conditions by the Party, its affiliates, employees or intermediaries has occurred or may occur, 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 law and international acts on combating money laundering.
- 19.5. The Parties shall provide mutual assistance to each other in order to prevent corruption. At the same time, the Parties shall ensure the implementation of procedures for conducting inspections in order to prevent the risks of the Parties' involvement in corrupt activities.
- 19.6. The Parties guarantee the implementation of a proper investigation of issues and circumstances of a corrupt nature arising during the execution of the Agreement in compliance with the principles of confidentiality, as well as the application of effective measures to eliminate negative consequences and prevent possible conflict situations.
- 19.7. The Parties guarantee complete confidentiality regarding the implementation of the anti-corruption provisions of the Agreement, as well as the absence of negative consequences for the employees of the Party who reported the fact of violations.

20. Other Provisions

- 20.1. Termination of the Contract between the Customer and the Debtor does not release the Parties from the proper performance of obligations and liability under this Agreement.
- 20.2. Notifications, messages and other documents of the Parties provided for in this Agreement shall be made in writing and transmitted via the Information System or by mail, e-mail, in accordance with the details of the Parties, or by delivery to authorized employees of the Parties.
- 20.3. The Financial Agent has the right to assign to third parties the Money Claims assigned to it by the Customer in accordance with this Agreement.
- 20.4. The Parties shall use EDS to sign this Agreement in the Information System.

- 20.5. All amendments and changes to this Agreement shall be made only in writing and signed by the Parties.
- 20.6. If one or more provisions (conditions) of this Agreement become invalid by law or court decision, this cannot serve as a reason for termination of other provisions (conditions) of this Agreement.
- 20.7. All Annexes mentioned in the text of this Agreement shall form its integral part.
- 20.8. The Parties shall not be liable for each other's obligations.
- 20.9. In all other respects not provided for by this Agreement, the Parties shall be guided by the legislation of the Republic of Uzbekistan.

21. Details of the Parties

Financial Agent:

Address:
TIN
OKED
Account No:
Bank Name:
Phone:
E-mail:
By:

Customer:

Address:
TIN
OKED
Account No:
Bank Name:
Phone:
E-mail:
By:

Debtor:

Address:
TIN
OKED
Account No:
Bank Name:
Phone:
E-mail:
By:

Приложение № 1

*к Договору об осуществлении финансирования под уступку
денежного требования (факторинга)*

№ _____ от «___» _____ 202_____ года

Список первичных документов

1. Заверенная ЭЦП Клиента (его уполномоченного лица) копия Контракта Клиента с Дебитором со всеми приложениями, дополнительными соглашениями и другими документами, являющимися неотъемлемой частью соответствующего Контракта, Денежное требование по которому уступается Финансовому агенту.

Контракт должен соответствовать следующим требованиям:

– должен содержать все необходимые реквизиты: дату и место заключения, присвоенный номер, подписи уполномоченных лиц с расшифровкой подписи и указанием должности, а также оттиски печатей Клиента и Дебитора.

– к Контракту должны быть приложены все документы, в нем указанные (приложения, спецификации), а также дополнительные соглашения. Прилагаемые документы должны содержать ссылку на Контракт (номер, дата заключения).

– Контракт должен содержать условие об отсрочке платежа.

– срок действия Контракта не должен быть истекшим.

2. Документы, подтверждающие исполнение Клиентом своих обязательств перед Дебитором по Контракту, оформленные в соответствии с действующим законодательством:

а) счета-фактуры;

б) первичная документация, подтверждающая исполнение Клиентом своих обязательств перед Дебитором (товарные накладные, товарно-транспортные накладные, акты приема-передачи товара, акты выполненных работ/оказанных услуг, иные документы) должна содержать ссылку на Контракт, соответствовать его условиям и действующему законодательству, иметь все необходимые реквизиты.

3. Иные документы, удостоверяющие право на получение денежных средств, в соответствии с Контрактом.

Приложение № 2

к Договору об осуществлении финансирования под уступку денежного требования (факторинга)
№ _____ от «___» _____ 202__ года

г. Ташкент

«___» _____ 202__

**РЕЕСТР №
денежных требований Клиента, уступленных Финансовому агенту
(форма при вознаграждении Финансового агента в виде Дисконта)**

В соответствии с Договором об осуществлении финансирования под уступку денежного требования (факторинга) от «___» _____ 202__ № _____ Клиент передает Финансовому агенту денежные требования к Дебитору, в соответствии с Контрактом от «___» _____ 202__ № _____

п/п	Подтверждающий документ			Сумма Денежного требования согласно подтверждающему документу (сум)	Сумма уступки Денежных требований	Сумма Финансирования к зачислению на счет Клиента	Срок отсрочки по Контракту (дней)	Период ожидания	Дата погашения Наименование (тип)
	Наименование (тип)	№	Дата						
Итого:									

Подписывая настоящий Реестр, Дебитор подтверждает, что уведомлен об уступке Клиентом Финансовому агенту Денежных требований, указанных в настоящем Реестре, в полном объеме, включая все виды неустойки, а также иные требования, вытекающие для Клиента в связи с указанными Денежными требованиями, в частности, право на обеспечение, предоставленное Дебитором, и права выгодоприобретателя по всем возможным страховым требованиям относительно передаваемых Денежных требований.

Дебитор подтверждает, что с даты подписания настоящего Реестра будет перечислять денежные средства в оплату Денежных требований, указанных в настоящем Реестре, по реквизитам Финансового агента, указанным в Реестре.

Подписывая настоящий Реестр, Клиент и Дебитор подтверждают, что Денежные требования, указанные в настоящем Реестре, являются действительными, не оплачены, не уступлены третьим лицам, не являются предметом спора или притязаний со стороны третьих лиц.

Подписывая настоящий Реестр, Дебитор подтверждает, что на дату подписания настоящего Реестра у Дебитора отсутствуют встречные требования к Клиенту, основанные на заключенном с Клиентом Контрактом, которые могут быть предъявлены Дебитором к зачету.

Финансовый агент:

Адрес:
ИНН
ОКЭД
р/с
в
МФО
Телефон:
E-mail:

Клиент

Адрес:
ИНН
ОКЭД
р/с
в
МФО
Телефон:
E-mail:

Дебитор

Адрес:
ИНН
ОКЭД
р/с
в
МФО
Телефон:
E-mail:

ДОКУМЕНТ ПОДПИСАН ЭЦП ФИНАНСОВОГО АГЕНТА, КЛИЕНТА, ДЕБИТОРА

Приложение № 3

к Договору об осуществлении финансирования под
уступку денежного требования (факторинга)
№ _____ от « ____ » _____ 202__ года

№ _____
от « ____ » _____ 202__

*Наименование Финансового
агента*

ЗАЯВЛЕНИЕ

на предоставление финансирования под уступку денежного требования (факторинг)

Наименование Клиента в лице *Должность, Ф.И.О. уполномоченного лица Клиента*, действующего на основании *Наименование и реквизиты документа-основания*, просит предоставить нашей организации финансирование под уступку денежных требований (факторинга)

на сумму _____
сумма цифрами

по Договору об осуществлении финансирования под уступку денежного требования (факторинга) от « ____ » _____ 202__ № _____

ДОКУМЕНТ ПОДПИСАН ЭЦП КЛИЕНТА

Приложение № 4

к Договору об осуществлении финансирования под уступку денежного требования (факторинга)

№ _____ от «___» _____ 202__ года

Место заключения

г. Ташкент

Дата заключения

**Условия финансирования № _____
(форма при вознаграждении Финансового агента в виде Дисконта)**

именуемое в дальнейшем «**Финансовый агент**»

наименование Финансового агента

в лице _____

наименование должности, Ф.И.О. подписанта

действующего на основании: _____

наименование и реквизиты документа-основания

и

именуемое в дальнейшем «**Клиент**»

наименование Клиента

в лице _____

наименование должности, Ф.И.О. подписанта

действующего на основании: _____

наименование и реквизиты документа-основания

заключили настоящие Условия финансирования в соответствии с параметрами, указанными в таблице.

Настоящие Условия финансирования являются неотъемлемой частью Договора от «___» _____ 202__ № _____ об осуществлении финансирования под уступку денежного требования (факторинга) (далее – Договор)

Все термины и определения, поименованные в настоящих Условиях, соответствуют терминам и определениям в Договоре.

Изменение и (или) дополнение Условий финансирования совершаются в виде дополнительных соглашений, являющихся неотъемлемой частью Договора и настоящих Условий финансирования.

Параметры финансирования:

Дебитор

Наименование _____
ИНН _____

Лимит Финансирования Клиента

Не более суммы Лимита, установленного на Дебитора

Максимальный срок Финансирования

из карточки фактора

Валюта Финансирования

Узбекский сум

Сумма Финансирования

Сумма уступки денежного требования-Дисконт

Факторинговая комиссия в соответствии с Тарифами

1. Комиссия за перечисление финансирования
2. Дисконт

Порядок уплаты комиссии за перечисление Финансирования

Уплачивается до предоставления Финансирования

Приложение № 1 к Условиям финансирования

(Приложению № 4 к Договору об осуществлении
финансирования под уступку денежного требования
(факторинга)

№ _____ от «___» _____ 202___ года)

Тарифы
(Дисконт, % от суммы финансирования)

Дисконт:

Сумма Финансирования	до 30 дней включительно	от 31 до 60 дней включительно	от 61 до 90 дней включительно
	2,8%	5,3%	7,8%
	от 91 до 120 дней включительно	от 121 до 150 дней включительно	от 151 до 180 дней включительно
	10,3%	12,8%	15,3%

Appendix No. 1

to the Agreement on the implementation of financing under the assignment of a monetary claim
(factoring)

No. _____ dated "___" _____ 202___

List of primary documents

1. A copy of the Client's Contract with the Debtor, certified by the Client's (its authorized representative's) digital signature, with all appendices, additional agreements and other documents that are an integral part of the relevant Contract, the Monetary Claim under which is assigned to the Financial Agent.

The Contract must meet the following requirements:

must contain all necessary details: date and place of conclusion, assigned number, signatures of authorized persons with signature decoding and indication of position, as well as seal impressions of the Client and the Debtor.

all documents specified in it (appendices, specifications), as well as additional agreements, must be attached to the Contract. The attached documents must contain a reference to the Contract (number, date of conclusion).

The Contract must contain a payment deferment clause.

the Contract must not have expired.

2. Documents confirming the Client's fulfillment of its obligations to the Debtor under the Contract, executed in accordance with applicable law:

a) invoices;

b) primary documentation confirming the Client's fulfillment of its obligations to the Debtor (consignment notes, consignment notes, acceptance certificates for goods, certificates of work performed/services rendered, and other documents) must contain a reference to the Contract, comply with its terms and applicable law, and have all the necessary details.

3. Other documents certifying the right to receive funds in accordance with the Contract.

Appendix No. 2

to the Agreement on the implementation of financing under the assignment of a monetary claim
(factoring)

No. _____ dated «___» _____ 202___

Tashkent «___» _____ 202___

REGISTER No.

of monetary claims of the Client assigned to the Financial Agent
(form when remunerating the Financial Agent in the form of a Discount)

In accordance with the Agreement on the implementation of financing under the assignment of a monetary claim (factoring) dated «___» _____ 202___ No. _____, the Client transfers to the Financial Agent monetary claims to the Debtor, in accordance with the Contract dated «___» _____ 202___ No. _____

Item Supporting document Amount of the Monetary claim according to the supporting document (sums)
Amount of assignment of Monetary claims Amount of Financing to be credited to the Client's account
Deferral period under the Contract (days) Waiting period Date repayment
Name (type)
Name (type) No. Date

Total:

By signing this Register, the Debtor confirms that it has been notified of the assignment by the Client to the Financial Agent of the Monetary Claims specified in this Register in full, including all types of penalties, as well as other claims arising for the Client in connection with the specified Monetary Claims, in particular, the right to security provided by the Debtor, and the rights of the beneficiary for all possible insurance claims regarding the transferred Monetary Claims.

The Debtor confirms that from the date of signing this Register it will transfer funds in payment of the Monetary Claims specified in this Register, according to the details of the Financial Agent specified in the Register.

By signing this Register, the Client and the Debtor confirm that the Monetary Claims specified in this Register are valid, have not been paid, have not been assigned to third parties, and are not the subject of a dispute or claims by third parties.

By signing this Register, the Debtor confirms that, as of the date of signing this Register, the Debtor has no counterclaims against the Client based on the Contract concluded with the Client that may be presented by the Debtor for offset.

Financial agent:

Client
Debtor
Address:
INN
OKED
current account
in
MFO
Phone:
E-mail: Address:
INN
OKED
current account
in
MFO
Phone:
E-mail: Address:
INN
OKED
current account
in
MFO
Phone:
E-mail:

DOCUMENT SIGNED BY THE ELECTRONIC SIGNATURE OF THE FINANCIAL AGENT, CLIENT,
DEBTOR

Appendix No. 3

to the Agreement on the implementation of financing under the assignment of a monetary claim (factoring)

No. _____ dated « ____ » _____ 202____

No. _____

dated « ____ » _____ 202____

Name of the Financial Agent

APPLICATION

for the provision of financing under the assignment of a monetary claim (factoring)

Name of the Client represented by Position, full name of the authorized person of the Client, acting on the basis of the Name and details of the supporting document, requests that our organization be provided with financing for the assignment of monetary claims (factoring)

for the amount of
amount in figures

under the Agreement on the implementation of financing for the assignment of monetary claims (factoring) dated " ____ " _____ 202____ No. _____

DOCUMENT SIGNED WITH THE CLIENT'S EDUCATIONAL SIGNATURE

Appendix No. 4

to the Agreement on the implementation of financing under the assignment of a monetary claim (factoring)

No. _____ dated " ____ " _____ 202____

Place of conclusion Date of conclusion

Tashkent

Terms of financing No. _____

(form when remunerating the Financial Agent in the form of a Discount)

hereinafter referred to as the "Financial Agent"

name of the Financial Agent

represented by

job title, full name of the signatory

acting on the basis of:

name and details of the underlying document
and

hereinafter referred to as the "Client"

name of the Client

represented by

job title, full name of the signatory

acting on the basis of:

name and details of the underlying document

have concluded these Financing Terms in accordance with the parameters specified in the table.

These Financing Terms are an integral part of the Agreement dated " ____ " _____ 202____ No. _____ on the implementation of financing under the assignment of a monetary claim (factoring) (hereinafter referred to as the Agreement)

All terms and definitions named in these Terms correspond to the terms and definitions in the Agreement.

A change and (or) addition to the Financing Terms are made in the form of additional agreements that are an integral part of the Agreement and these Financing Terms.

Financing parameters:

Debtor Name _____

TIN _____

Client Financing Limit No more than the Limit amount set for the Debtor

Maximum Financing period from the factor card

Financing currency Uzbek sum

Financing amount

Amount of assignment of monetary claim - Discount

Factoring commission in accordance with Tariffs 1. Commission for transfer of financing

2. Discount

Procedure for payment of commission for transfer of Financing Paid before provision of Financing

Appendix No. 1 to the Financing Terms

(Appendix No. 4 to the Agreement on the implementation of financing under the assignment of monetary claim (factoring)

No. _____ dated "___" _____ 202____)

Tariffs

(Discount, % of the financing amount)

Discount:

Financing amount up to 30 days inclusive from 31 up to 60 days inclusive from 61 to 90 days inclusive

2.8% 5.3% 7.8%

from 91 to 120 days inclusive from 121 to 150 days inclusive from 151 to 180 days inclusive

10.3% 12.8% 15.3%