

**Annex to the Procedure for
Providing Retail Loan
Products to Individuals**

Full cost of the microloan
**(as of the Effective date
of the Microloan
Agreement)**

**00.0% percent per
annum
(in words)**

Microloan AGREEMENT No_____

City. Name of the city

date in figures month in words year in figures

"ASIA ALLIANCE BANK" JSCB, hereinafter referred to as the "Bank", represented by the Manager _____ of the branch, acting on the basis of a power of attorney,

Full Name

on the one hand, and a Citizen(s)(Full Name) _____),
a Citizen(s) (Full Name) _____) (being the Co-borrower),
on the other hand, hereinafter referred to as the "Borrower(s)", have entered into this agreement as follows.

1. SUBJECT OF THE AGREEMENT

1.1. The Bank provides the Borrower(s) with a microloan in the amount of UZS in figures (amount in words) UZS (principal debt) for a period of months in figures (in words), under the terms and conditions specified in this Microloan Agreement (hereinafter referred to as the Agreement).

1.2. Amount of the full cost of the microloan: (*in numbers and in words*) % per annum. The full cost of the microloan provided to the Borrower is calculated in accordance with the legislation of the Republic of Uzbekistan.

1.3. To calculate the full cost of the microloan, we used:

- tariffs of " _____ " Insurance Company as of _____._____;
- tariffs of " _____ " Appraisal Company as of _____._____;
- state duty rates for notary services established by the legislation of the Republic of Uzbekistan;
- payments in favor of third parties (guarantor, etc.)

The amount of the above payments is specified in the Information Sheet on the terms of the microloan. By signing this Agreement, the Borrower shall confirm that he has received and read the Information Sheet.

If the Borrower uses the services of another insurance company/appraisal company, the amount of the full cost of the microloan may differ from that calculated by the Bank on the day of concluding this Agreement.

1.4. The microloan is provided under the terms of repayment, payment, security, and maturity.

2. PROCEDURE FOR PROVIDING AND REPAYING A MICROLOAN

- 2.1. The microloan period is 1 (one) month from the date of signing this agreement, subject to the Borrower fulfilling the obligation to provide security in accordance with clause 4.1 hereof.

Provision of a microloan shall be carried out within the above period based on the application of the Borrower(s) by non-cash transfer from the loan account of the Borrower(s) or to the plastic card of the Borrower(s) or by issuing cash from the bank's cash desk, which the borrower indicates in statement.

- 2.2. Repayment of the principal debt on the microloan and interest will be carried out by the Borrower(s) in accordance with the repayment schedule provided for in Annex No. 1, which is an integral part of this agreement.
- 2.3. If the repayment date of the microloan principal and interest is not a bank business day, then repayment shall be postponed to the next bank business day.
- 2.4. If the Borrower(s) does not repay the principal debt on the microloan by the date of repayment of the principal debt on the microloan, the Borrower(s) shall pay interest for each day the debt to the overdue loans account at the rate in accordance with clause 3.1 hereof.
- 2.5. Funds received from the Borrower(s) or funds available on any accounts of the Borrower(s) with the Bank shall be used to repay his debt under this agreement in the following order and priority:
- proportionately overdue principal debt and overdue interest payments;
 - accrued interest for the current period and outstanding principal for the current period;
 - penalty (fine, penalty);
 - other expenses of the creditor related to debt repayment.
- 2.6. Repayment of the principal debt, interest, and/or other payments on the microloan arising from the terms of this agreement will be carried out by the Bank executing the statements of the Borrower(s), the Bank's orders and/or by writing off funds by the Bank using memorial orders from the Borrower's special account opened in Bank.
- 2.7. Repayment of the principal debt is made to the loan account on which the granted microloan is recorded, and accrued interest shall be made to the account through accrued interest on the microloan under this agreement. The date of repayment of the principal debt and accrued interest on it shall be considered the day of receipt of funds for repayment to the specified accounts.
- 2.8. The Borrower(s) shall provide funds to repay the obligations under this agreement by making payments in any form at the Borrower(s)' choice, including by transferring income from the results of its activities, pensions and other income, or by depositing funds in cash at the Bank's cash desk or by paying from a plastic card to a special account opened with the Bank in the amounts and terms provided for in this agreement.

Deposited funds shall be accounted for in a demand deposit account opened with the Bank until the next repayment date of the microloan.

If the amount of funds deposited by the Borrower(s) into the account to repay payments under this agreement exceeds the amount of the next payment according to the schedule provided in Annex No. 1 to this agreement, the bank shall write off only the amount of the next payment, the remaining amount shall continue be recognized on the account.

3. MICROLOAN FEE

- 3.1. The bank shall charge interest on the actual balance of the principal debt on a microloan based on annual interest in figures (in words). If the repayment date of the principal debt on the microloan, provided for in Annex No. 1 to this agreement, is violated, the interest

rate shall increase, and the Bank shall charge interest based in figures (in words) per annum on the actual balance of the overdue principal debt on the microloan.

- 3.2. Interest on the microloan balance shall be charged daily at the end of the working day based on 365 days a year and the actual number of days in each month. Accrual shall start on the day the first microloan amount is provided.
- 3.3. The borrower(s) shall pay to the Bank interest for using the microloan, accrued in accordance with clause 3.1 and 3.2 hereof, within the terms, in accordance with the repayment schedule provided for in Annex No. 1 to this agreement.
- 3.4. In case of failure to pay interest within the specified period and generation of overdue amounts on it, the Borrower(s) shall pay the Bank a penalty in the amount of 0.15% for each day of late payment, but not more than 50% of the amount of the overdue payment.

4. ENSURING MICROLOAN REPAYMENT

- 4.1. *The microloan shall be provided under this agreement on a trust basis (without collateral).*

Or

- 4.1. *The microloan provided under this agreement shall be secured:*

- 4.1.1. by pledge (mortgage) of non-residential real estate located at: _____, _____ district, _____ Street, bld. _____, owned by the right of ownership, (name of the owner), hereinafter "Subject of Pledge", at the agreed collateral value, (the amount in figures (amount in words)) UZS according to the Certificate on the subject of pledge price negotiation No. _____ dated _____, (signed by the Bank, Borrower(s) and the name of the Pledger - if the Pledger is a third party). The specific conditions of the pledge (mortgage) shall be determined by the corresponding notarized pledge (mortgage) agreement. The Borrower(s) shall insure the Collateral through an insurance company approved by the Bank and provide this insurance for the entire period of validity of this agreement. The beneficiary in the event of an insured event shall be the Bank. The corresponding properly executed insurance agreement, insurance policy and notarized pledge (mortgage) agreement for the pledged item must be submitted by the Borrower(s) to the Bank before the date of provision of the microloan under this agreement.

The Borrower shall bear the costs associated with executing a Pledge Agreement with a notary, as well as executing an insurance contract at his own expense.

- 4.1.2. by pledge of shares issued by (name of the issuer), owned by (the name of the Owner), quantity (in numbers (in words)) pcs, nominal value (amount in figures (amount in words)) UZS, hereinafter "Pledged Subject", according to the negotiated price of the pledged subject in figures (amount in words) UZS, according to the Certificate on the subject of pledge price negotiation No. _____ dated _____, (signed by the Bank, Borrower(s) and the name of the Pledger - if the Pledger is a third party). The specific terms of the pledge shall be determined by the relevant pledge agreement, which must be executed by the Borrower(s) before the date of provision of the microloan under this agreement. The Borrower shall bear the costs associated with executing a pledge agreement with a notary at his own expense.
- 4.1.3. by Guarantor (name of the guarantor), hereinafter referred to as "Guarantor". The specific conditions of the guarantee shall be stipulated in the relevant guarantee agreement entered into between the Bank, the Borrower(s) and the Guarantor, which must be executed by the Borrower(s) before the date of provision of the microloan under this agreement. The costs associated with concluding a guarantee agreement shall be borne by the Borrower at his own expense.

- 4.1.4. by pledge of car/**special equipment brand** “ _____”, _____ year of manufacture, color _____, engine No. _____, body _____, state number _____, belonging to (name of the Owner), hereinafter “Subject of Pledge”, according to the list and the negotiated pledge value (amount in figures (amount in words)) UZS according to the Certificate on the subject of pledge price negotiation No.____ dated _____, (signed by the Bank, the Borrower(s) and the name of the Pledger - if the Pledger is a third party). The specific conditions of the pledge shall be determined by the corresponding notarized pledge agreement. The Borrower(s) shall insure the “Pledged Subject” through an insurance company approved by the Bank and provide this insurance for the entire period of validity of this agreement. The beneficiary in the event of an insured event shall be the Bank. The corresponding properly executed insurance agreement, insurance policy and notarized pledge agreement must be submitted by the Borrower(s) to the Bank before the date of provision of the microloan under this agreement. The Borrower shall bear the costs associated with executing a pledge agreement with a notary, as well as executing an insurance contract at his own expense.
- 4.1.5. By the pledge of property owned by right of ownership (name of the Owner) (hereinafter referred to as the Subject of the Pledge). The negotiated price of the pledge subject according to the Certificate on the subject of pledge price negotiation No.____ dated _____, (signed by the Bank, the Borrower(s) and the name of the Pledger - if the Pledger is a third party) is _____ (_____/00) UZS. The specific conditions for pledging the above-mentioned pledge subject provided as collateral for a microloan shall be determined by the collateral agreement. The Borrower(s) shall insure the “Pledged Subject” through an insurance company approved by the Bank and provide this insurance for the entire period of validity of this agreement. The beneficiary in the event of an insured event shall be the Bank. The corresponding properly executed insurance contract and insurance policy must be submitted by the Borrower(s) to the Bank before the date of provision of the microloan under this agreement. The Borrower shall bear the costs associated with executing a pledge agreement with a notary, as well as executing an insurance contract at his own expense.
- 4.1.6. By insurance of the risk of non-repayment of a microloan by an insurance company (full name of the insurance company indicating the organizational and legal form), hereinafter referred to as “Insurer”, for the amount (in figures (amount in words)) UZS. Before providing a microloan under this agreement, the Bank shall enter into an insurance agreement with the Insurer for the risk of non-repayment of the microloan in the amount in figures (amount in words) UZS and shall pay the insurance premium to the Insurer. The Borrower(s) shall reimburse the Bank for the paid amount of the insurance premium on the day the Bank pays the insurance premium.
- 4.1.7. By the target savings deposit (name of the Depositor) in the amount in figures (amount in words) UZS.
- 4.1.8. By Insurance policy (full name of the insurance organization indicating the legal form) of the insurance company, hereinafter referred to as “Insurer,” against the risk of non-repayment of the microloan in the amount (amount in words). Before providing a microloan under this Agreement, the Bank shall enter into an insurance agreement with the Insurer against the risk of non-repayment of the microloan in the amount in figures (amount in words) and pay the insurance premium in favor of the Insurer.

- 4.2. If a situation arises in which the Borrower(s) is unable to make any payment of principal, interest and/or other payments on the microloan arising from the terms of this agreement by the date established hereunder, the Bank shall receive unconditional right to security

enforcement for the microloan specified in clause 4.1 hereof, in accordance with the legislation of the Republic of Uzbekistan.

- 4.3. When enforcement is applied to the security accepted under this agreement, the Bank reserves the right to unilaterally select the priority enforcement security at its discretion. Enforcement of one of the enforcement item does not limit the Bank from enforcement of another item (items) of enforcement.
- 4.4. The Borrower(s) shall be liable for the fulfillment of its obligations under this Agreement with all its property, which may be enforced in accordance with the legislation of the Republic of Uzbekistan.

5. RIGHTS OF THE BANK

- 5.1. During the financing process, the Bank has the right to check the financial condition of the Borrower(s). The frequency of such inspections shall be established by the Bank.
- 5.2. When the principal debt, interest and/or other payments on the microloan are due to be repaid, arising from the terms of this agreement, the Bank receives the irrevocable and unconditional right to write off funds without acceptance and indisputably from any accounts of the Borrower(s) opened with the Bank, and if their absence - from any other accounts, incl. in other banks, to repay the principal debt, interest and/or other payments on the microloan arising from the terms of this agreement.
- 5.3. In the case of:
 - violation and/or non-fulfillment and/or improper fulfillment by the Borrower(s) of the obligations assumed under this agreement;
 - deterioration in the financial condition of the Borrower(s);
 - destruction, reduction in value, partial or complete loss of the item(s) of the pledge and/or its (their) part;
 - deterioration of the Guarantor's financial condition;
 - the Bank has established that the Borrower(s) provided false information;
 - evasion of the Borrower(s) from banking control;
 - late repayment of principal, interest and/or other payments on a microloan;
 - emergence of any factors that increase the risk of non-repayment of the microloan,

The bank has the right to:

- unilaterally terminate this agreement ahead of schedule and/or submit the microloan for early collection, incl. by enforcement of security and/or part of the collateral and/or filing a claim against the Guarantor and/or the Insurer. The Borrower/Guarantor shall return the received microloan to the Bank, pay accrued interest for its use within 5 (Five) calendar days from the date of receipt of the relevant notification (claim);
 - stop issuing new amounts under this agreement and/or new loans;
 - write off funds without acceptance and indisputably from any account of the Borrower(s) opened with the Bank, directing them to repay the principal debt, interest and/or other payments on the microloan arising from the terms of this agreement, and in its absence - from any other accounts, incl. in other banks.
- 5.4. The Bank has the right to fully or partially assign its rights and obligations under this agreement to another person only with the consent of the Borrower(s).
 - 5.5. The Bank has the right to notify the Borrower in advance of the next payment date according to the microloan repayment schedule.
 - 5.6. The Bank has the right to unilaterally terminate this agreement if the Borrower(s) do not use the microloan within one month from the date of signing this agreement, by notifying the Borrower(s) in writing.
 - 5.7. The Bank, at its discretion, may apply or not apply any of the rights/requirements specified in this agreement. Failure to exercise or partial application of these

rights/requirements will not constitute a waiver of these rights/requirements, and they may be applied at any time during the term of this agreement.

6. OBLIGATIONS OF THE BANK

6.1. The Bank shall:

- 6.1.1. Provide the Borrower(s) with a microloan under the terms and conditions of this agreement;
- 6.1.2. Charge interest in accordance with clause 3.1 and 3.2 hereof;
- 6.1.3. Notify the Borrower about the status, terms, amount, composition and consequences of failure to fulfill obligations to repay the overdue debt under the microloan agreement.
- 6.1.4. In the event of a complete or partial refusal of the Bank to provide the Borrower(s) with a microloan provided for in this agreement, the bank shall notify the Borrower in writing or remotely by sending a notification via communication channels no later than the next business day from the date of the decision to suspend the payment of funds for this microloan, as well as the reasons for termination of the loan.
- 6.1.5. If, after drawing up a microloan repayment schedule, the start of microloan financing periods or a change in the floating interest rate stipulated by the agreement, revision of the terms of the microloan agreement between the parties (including during microloan restructuring), due to partial early repayment of the microloan by the Borrower, the dates and conditions of implementation change or the amount of interim payments on the microloan, the Bank draws up a new microloan repayment schedule and presents it to the Borrower. In this case, when updating the loan (debt) repayment schedule, the previous loan repayment schedule becomes invalid.
- 6.1.6. Under this agreement, the Bank shall repay the Borrower's debt on the microloan no later than 3 (three) business days from the date of full repayment of this microloan:
 - release of pledged property from the bank;
 - removal of a record of the bank's rights to property pledged from the register of pledges.

7. RIGHTS OF THE BORROWER

- 7.1. The borrower(s) have the right to repay the microloan ahead of the deadlines established by this agreement. Before repayment of the principal debt, the Borrower(s) shall pay the interest accrued on that date.
- 7.2. The Borrower(s) have the right to refuse to receive a microloan after executing this Agreement during the period until the Borrower receives funds from the Bank.
- 7.3. The borrower(s) have the right to repay the microloan and pay interest ahead of schedule in full or in part, subject to the order established in clause 2.5 hereof.

Early repayment of the microloan shall be made by the Borrower(s) based on the application of the Borrower(s).

In case of partial early repayment of the microloan, the monthly interest payment after recalculation shall be accrued in a new amount, starting from the interest period in which the early partial repayment occurred, and shall be subject to payment in the new amount within the time limits established by the Agreement.

- 7.4. The borrower has the right to use his deposits secured by a loan (debt) at any time during the term of the loan (debt) agreement, regardless of the validity period of the deposit (collateral), to repay this loan (debt). In this case, if the Borrower wishes to use the funds from his fixed-term deposit (deposit), pledged against a loan (debt), to repay the loan

(debt) before the expiration of the deposit (deposit) specified in the agreement, he must inform the bank about this as at least 1 (one) month.

8. OBLIGATIONS OF THE BORROWER

8.1. The Borrower(s) shall:

- 8.1.1. in the process of using a microloan, observe the following basic principles: maturity, repayment, payment, security;
- 8.1.2. within the terms established by this agreement, repay the principal debt, interest, and/or other payments on the microloan arising from the terms and conditions of this agreement;
- 8.1.3. not to undertake any obligations and measures that may lead to a deterioration in the financial condition of the Borrower(s) and the threat of non-fulfillment and/or improper fulfillment by the Borrower(s) of obligations to the Bank under this agreement;
- 8.1.4. implement the Bank's control functions:
 - provide the opportunity for Bank employees to check and double-check, using any sources, the information specified in the documents submitted to receive a microloan, incl. by visiting their place of residence, work, etc.;
 - analyze the current solvency of the Borrower(s), once a year provide documents confirming the income of the Borrower(s);
 - do not interfere with and create all conditions for the Bank to check the availability and storage conditions of the Collateral Subject, provide all information required by the Bank on the Collateral Subject within 5 (five) calendar days from the date the Borrower(s) receive the relevant request;
 - promptly sign inspection reports of the Pledged Subject and monitoring of the microloan provided under this agreement;
 - provide individual information, personal, biographical data or other information upon a written request from the Bank within 5 calendar days from the date of receipt of this request;
- 8.1.5. conclude/sign/execute the relevant agreements/documents in accordance with and within the time limits specified in clause 4.1 hereof;
- 8.1.6. at the request of the Bank, provide additional security for the repayment of the microloan in the event of:
 - deterioration in the financial condition of the Borrower(s);
 - deterioration of the Guarantor's financial condition;
 - destruction, reduction in value, partial or complete loss of the item(s) of the pledge and/or its (their) part;
 - emergence of other factors that increase the risk of non-repayment of the microloan;
- 8.1.7. at the request of the Bank, reimburse it for all expenses and losses incurred by the Bank, including in connection with taking measures for forced and/or early collection of microloan debt (principal, interest and other payments);
- 8.1.8. notify the Bank of changes in the information specified in the documents for obtaining a microloan, incl. about changes in passport data, registration, registration, actual place of residence, place of work, last name, first name, patronymic, home, work or mobile phone numbers, as well as the occurrence of other circumstances that could affect the fulfillment by the Borrower(s) of obligations under this agreement, within 5 (five) calendar days from the date of occurrence of such changes, circumstances, and sign, if necessary, additional agreements with the Bank to the loan documentation. The Bank is not responsible for the Borrower's failure to receive notifications or receipt of

notifications by another person due to the Borrower's failure to fulfill the obligations specified in this paragraph.

- 8.1.9. not to interfere with the Bank in exercising any of the Bank's rights provided for by this agreement and the current legislation of the Republic of Uzbekistan;
- 8.1.10. The Borrower(s) does not have the right to fully or partially assign its rights and obligations under this agreement to another person without the written consent of the Bank.
- 8.1.11. The Borrower(s) hereby grants the Bank the unaccepted, unconditional and irrevocable right to indisputably write off funds from any account of the Borrower(s) with the Bank upon the maturity of the principal, interest and/or other payments on the microloan arising from terms of this agreement, as well as from the accounts of the Borrower(s) in other banks.

9. LIABILITIES OF THE PARTIES

- 9.1. In case of failure or improper fulfillment of contractual obligations by one of the parties, this party shall compensate for the losses caused to the other party, and shall also bear responsibility in the manner established by the legislation of the Republic of Uzbekistan.
- 9.2. In cases of failure to pay accrued interest within the specified period and if there is a delay, the Borrower shall pay the Bank a penalty in the amount of 0.15%, but not more than 50% of the amount of the overdue payment, for each day of delay.
- 9.3. For late payment of loan funds within the specified period, the Bank shall pay the Borrower a penalty in the amount of 0.10%, but not more than 50% of the amount of the overdue loan for each day of delay.

10. FORCE MAJEURE

- 10.1. The occurrence of force majeure circumstances (force majeure): natural disasters, epidemics, floods, other events beyond the control of the Parties to this agreement, relieves the Parties from liability for failure to fulfill or untimely fulfillment of obligations under this agreement. If a Party whose fulfillment of obligations is prevented by force majeure circumstances does not notify the other Party of the occurrence of such circumstances within 10 days, such Party loses the right to refer to these circumstances as force majeure. The obligation to prove force majeure circumstances lies with the Party that has failed to fulfill its obligations.

11. OTHER CONDITIONS

- 11.1. This agreement shall come into force from the date of signing by the parties and shall be valid until the Bank and the Borrower(s) fully fulfill all obligations assumed under this agreement.
- 11.2. Any change in the terms of this agreement shall be made by mutual agreement of the parties and shall be documented in a written agreement. Any additional agreements to this agreement have no legal force if they are executed without the participation of the Bank and there are no signatures and seals of the Bank on these agreements.
- 11.3. In the event of a dispute, bank records will be preponderant evidence of the obligations of both parties hereunder.
- 11.4. Notifications (notices, letters and other documents) of the Parties to each other shall be considered to have been properly sent if they are made in writing, signed by the Borrower/Bank and sent by registered mail or delivered by the Borrower/Bank to the addresses of the Bank/Borrower specified in this Agreement and delivered against signature, or sent via Remote Service Channels¹, or by fax.

¹ **Remote service channels** are methods of transmitting information, including sending notifications by the Parties to each other, namely: Internet banking and/or the My Alliance mobile application and/or email and/or the Personal Account service and/or telephone communication channels (including SMS messages).

The notice is considered sent from the date stamped by the post office on the postal receipt, from the date of receipt of the notice by the courier specified in the notice (if delivered by courier), or from the date the notice is sent by fax or from the date the notice is sent via Remote Service Channels. If cases not provided for in this Agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan.

Any notice or request of the Bank shall be considered delivered, and correspondence shall be considered received by the Borrower(s) on the third calendar day from the date of its sending.

11.5. If cases are not provided for in this agreement arise, both parties shall be guided by the current legislation of the Republic of Uzbekistan.

11.6. All disputes, disagreements and claims arising from this agreement or in connection with it, including those related to its conclusion, modification, execution, violation, termination and invalidity shall be resolved by submitting a claim by the Parties in the manner provided for in clause 10.4 hereof.

The party to whom the claim is presented shall respond to it within 15 days (except for the case of sending a notification (claim) specified in 5.3 hereof) from the date of receipt of the claim.

11.7. If a party receives a refusal (partial refusal) or does not receive a response to the claim within the prescribed period, it has the right to file a claim in the _____ civil court.

11.8. The Borrower(s) hereby gives its consent to the Bank providing the State Register of Credit Information, the Credit Bureau, the State Unitary Enterprise Pledge Register with information regarding the terms of concluding this agreement, the security provided and the fulfillment of obligations under this agreement for the formation of a credit history.

11.9. This agreement has been executed in two/three copies having equal legal force, one for each of the parties.

12. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

Note. In clause 11.7 of a Microloan Agreement, the name of the court shall be specified by OPERU/MBHO independently, depending on the location of OPERU/MBHO.