Appendix to the Procedure of **Submission Retail Credit Products for Individuals** 

Total credit cost (on the date of conclusion of the Credit Agreement)

00,0 % per cent per annum (transcript in words)

# **CREDIT AGREEMENT** For Granting Buyer's Credit №

Name of city

Date in numbers, month in words, year in numbers

«ASIA ALLIANCE BANK» JSC	<b>B</b> , hereinafter referred to as the "Bank", represented
by the branch Manager	, full name, acting on the basis of the power of
attorney, on the one hand, and	
Citizen(s) (full name), hereinafter i	referred to as the "Borrower", on the other hand, have

entered into this Agreement on the following.

1. SUBJECT OF THE AGREEMENT

- 1.1. The Bank provides the Borrower with a financial buyer's credit (hereinafter referred to as the Credit) in the amount in figures (amount in words) Soums (principal debt) for the period of ......months *in figures (in words*) for the purpose of purchasing (paying for) indicate the name of the product/service (car brand) produced in Republic of Uzbekistan, name of the manufacturer/executor (hereinafter referred to as the Enterprise), on the terms determined by this Credit Agreement (hereinafter referred to as the Agreement).
- 1.2. **Amount of the total cost of credit**: (in numbers and in words) % per annum. The full cost of the credit provided to the Borrower is calculated in accordance with the legislation of the Republic of Uzbekistan.

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

- tariffs of the insurance company "\_\_\_\_\_ " as of \_\_. \_\_;
  tariffs of the 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 indicated in the Information Sheet on the terms of the microloan. By signing this Agreement, the Borrower confirms 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.
- 1.3. The credit is provided on the terms of repayment, serviceability, security, urgency, and intended use.
- 1.4. Basic concepts:
- 1.4.1. **Financial buyer's credit** is a loan provided to the Borrower under the terms of this Agreement.
- 1.4.2. **Date of granting of credit** the date the Bank transfers funds from the Borrower's loan account to the bank account of a manufacturing enterprise or organization selling consumer goods/services.
- 1.4.3. **The object of a buyer's credit** is the name of a product/produced or marketed/sold service, name of the producing/selling organization/full name of the seller, intended for the consumer needs of the borrower.

## 2. PROCEDURE OF CREDIT GRANDING AND REPAYMENT

- 2.1. The credit is provided on the basis of the Borrower's application by transferring loan funds from the Borrower's credit account in full or part of the credit amount to the bank account of the manufacturer/retailer or seller, subject to the Borrower fulfilling the obligations stipulated in sub-clause 4.1 of this Agreement.
- 2.2. Repayment of the loan principal and interest will be carried out by the Borrower in accordance with the repayment schedule provided for in Appendix No.1, which is an integral part of this agreement.
- 2.3. If the date of repayment of the loan principal and interest is not a bank business day, then repayment is postponed to the next bank business day. If the last date of repayment of the indebtedness under credit and the date of payment of interest is not a bank business day, then repayment is postponed to the previous banking business day.
- 2.4. If the Borrower does not repay the principal debt on the credit by the date of repayment of the principal debt on the credit, the Borrower pays interest for each day the debt is in the overdue loans account at the rate in accordance with sub-clause 3.1. of the present agreement.
- 2.5. Funds received from the Borrower or funds available in any of the Borrower's accounts with the Bank are 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);
- 2.6. other expenses of the lender associated with repayment. Repayment of the principal debt, interest, and/or other payments under the credit arising from the terms of this Agreement will be carried out by the Bank executing the Borrower's statements, Bank orders and/or by the Bank independently writing off funds from the special account using memorial orders from the Borrower's account opened in the Bank.
- 2.7. Repayment of the principal debt is made to the credit account on which the granted credit is recorded, and accrued interest is made to the account for accrued interest on credit under this Agreement. The date of repayment of the principal debt and accrued interest on it is considered the day of receipt of funds for repayment to the specified accounts.
- 2.8. The Borrower is obliged to provide funds to repay obligations under this Agreement by making payments in any form at the choice of the Borrower(s), including by transferring income from the results of its activities, pensions and other income, or by depositing funds in cash at the bank cash desk or payment from a plastic card to a special account opened in the Bank, in the amounts and terms stipulated in this Agreement.

The deposited funds are accounted for in a special account opened in the Bank until the next credit repayment date.

If the amount of funds deposited by the Borrower into the account to repay payments under this Agreement exceeds the amount of the next payment according to the schedule provided in Appendix No. 1 to this Agreement, the bank writes off only the amount of the next payment, the remaining amount continues to be accounted for in the account.

#### 3. LOAN CHARGE

- 3.1. The bank charges interest on the actual balance of the principal debt under the credit based on annual interest <u>in figures (in words</u>). If the repayment date of the principal debt under the credit, stipulated in Appendix No.1 to this Agreement, is violated, the interest rate increases, and the Bank accrues interest at the rate of interest <u>in figures (in words)</u> per annum on the actual balance of the overdue principal debt on the loan.
- 3.2. Interest on the loan balance is accrued daily at the end of the business day based on 365 days a year and the actual number of days in each month. Accrual begins on the day the first credit amount is provided.
- 3.3. The Borrower pays the Bank interest for using the Credit, accrued in accordance with subclause 3.1. and 3.2. of this Agreement, within the terms, in accordance with the repayment schedule stipulated in Appendix No.1 to this Agreement.
- 3.4. In case of failure to pay interest within the specified period and formation of overdue amounts on them, the Borrower shall pay the Bank a penalty in the amount of 0.15% for each day of delay in payment, but not more than 50% of the amount of the overdue payment.

## 4. ENSURING REPAYMENT OF CREDIT

4.1. The credit provided under this Agreement is secured by:
4.1.1. Pledge (mortgage) of real estate located at the address:, district, st.
, house, owned by the right of ownership, the name of the owner, hereinafter
"Subject of the pledge", at the agreed collateral value, amount in figures (amount in words)
sum according to the act of agreeing on the value of the collateral subject No dated
, signed by the Bank and the Borrower ( <u>name of the Pledgor</u> - if the mortgagor is
a third party). The specific conditions of the pledge (mortgage) are determined by the
corresponding notarized pledge (mortgage) agreement. The Borrower undertakes to insure the
Collateral through an insurance company approved by the Bank and to provide this insurance
for the entire period of validity of this Agreement. The beneficiary in the event of an insured
event is 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 to the Bank before the date of granting of credit under this Agreement.
The Domestica the costs accoming desired with drawing up a plades accomment with a nature of

The Borrower bears the costs associated with drawing up a pledge agreement with a notary, as well as drawing up an insurance contract at his own expense;

- 4.1.2. Pledge of shares, <u>name of the issuer</u>, owned by the <u>name of the Owner</u>, in quantity in <u>numbers (in words</u>) pcs. Of nominal value <u>amount in figures (amount in words</u>) Soums, hereinafter "Subject of the pledge", according to the agreed collateral value amount in <u>figures (amount in words)</u> Soums, according to the act of agreeing on the value of the pledged item No.\_\_ dated \_\_\_\_\_\_, signed by the Bank and the Borrower (<u>name Pledgor if the mortgagor is a third party</u>). The specific terms of the pledge are determined by the relevant pledge agreement, which must be executed by the Borrower before the date of provision of the credit under this Agreement. The Borrower bears the costs associated with drawing up a pledge agreement with a notary at his own expense.
- 4.1.3. Guarantee <u>name of the guarantor</u>, hereinafter referred to as "Guarantor". The specific terms of the guarantee are stipulated in the relevant guarantee agreement concluded between the Bank, Borrower and Guarantor, which must be executed by the Borrower before the date of

provision of the credit under this agreement. The costs associated with concluding a guarantee agreement are borne by the Borrower at his own expense; 4.1.4. Pledge of a car/special equipment brand " manufacture, color , engine No. , body , state number , belonging to *name of the Owner*, hereinafter "Subject of the Pledge", according to the list and the agreed collateral value amount in figures (amount in words) Soums according to the Act of cost coordination of the subject of the pledge No.\_\_\_ dated \_\_\_\_\_, signed by the Bank and Borrower (signed by the Bank, Borrower and name of the Pledgor - if the mortgagor is a third party). The specific conditions of the pledge are determined by the corresponding notarized pledge agreement. The Borrower undertakes to insure the "Subject of the Pledge" through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this agreement. The beneficiary in case of an insured event is the Bank. The corresponding duly executed insurance contract, insurance policy and notarized pledge agreement must be submitted by the Borrower to the Bank before the date of granting the credit under this agreement/no later than 20 (twenty) calendar days after registration of the car with the State Traffic Safety Inspectorate. The Borrower bears the costs associated with drawing up a pledge agreement with a notary, as well as drawing up an insurance contract at his own expense; 4.1.5. Pledge of property owned by the right of ownership to - name of the Owner (hereinafter referred to as the Subject of Pledge). The agreed collateral value of the Subject of the pledge according to the act of agreeing on the value of the Subject of the pledge No. dated \_\_\_\_\_, signed by the Bank and Borrower (name of the Pledgor - if the mortgagor is a third party) is /00) Soums. The specific conditions for pledging the above-mentioned collateral provided as credit support are determined by the collateral agreement. The Borrower undertakes to insure the "Subject of the pledge" through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this agreement. The beneficiary in case of an insured event is the Bank. The corresponding properly executed insurance contract and insurance policy must be submitted by the Borrower to the Bank before the date of provision of the credit under this Aagreement. The Borrower bears the costs associated with drawing up a pledge agreement with a notary, as well as drawing up an insurance contract at his own expense; 4.1.6. Insurance of the risk of credit non-repayment by an insurance company (full name of the insurance company indicating its organizational and legal form), hereinafter referred to as "Insurer", for the amount indicate in figures (amount in words) Soums. Before granting a credit under this Agreement, the Bank enters into an insurance agreement with the Insurer for the risk of non-repayment of the credit in the amount indicate in figures (amount in words) Soums and pays the insurance premium to the Insurer. The Borrower reimburses the Bank for the paid amount of the insurance premium on the day the Bank pays the insurance premium (if this condition is provided for in the credit product passport); 4.1.7. Target savings mortgage deposit name of the Depositor in the amount indicate in figures (amount in words) Soums; 4.1.8. A car of " " model, hereinafter referred to as the "Subject to mortgage", purchased on credit, secured by a vehicle owned by (full name of the Owner), to the Bank and the Borrower(s) (if the mortgagor is a third party, (Bank, Borrower(s)) and (name of the mortgagor) - if a mortgagor is a third party) in the amount of the collateral agreed upon in accordance with document № on agreeing on the value of the Subject of the pledge. The exact terms of the pledge are determined by the pledge agreement, duly certified by a notary or bank. The Borrower(s) undertakes to insure the Collateral through an insurance company approved by the Bank and provide insurance for the entire term of this agreement. In case of an insured event, the beneficiary is the bank. An insurance contract, insurance policy, pledge agreement, independently certified by a notary or a bank, must be submitted by the Borrower(s) to the Bank no later than 20 (twenty) calendar days from the date of registration of the subject of the pledge

by the State Traffic Safety Inspectorate authorities in accordance with this Agreement. The Borrower pays the costs associated with drawing up a mortgage agreement with a notary (in the case of notarization), as well as with drawing up an insurance contract.

- 4.1.9. Insurance policy (full name of the insurance organization indicating the organizational and legal form) of the insurance organization, hereinafter referred to as the "Insurer," against the risk of non-repayment of the credit in the amount (<u>amount in words</u>). Under this Agreement, the Bank will enter into an insurance agreement with the Insured against the risk of credit non-repayment in the amount (<u>amount in words</u>) and will pay the insurance premium to the Insurer. The collateral is the vehicle "\_\_\_\_\_\_" purchased on the Credit Account. The Borrower(s) shall reimburse the Bank for the amount of the insurance premium paid on the payment date.
- 4.2. If a situation arises in which the Borrower is unable to make any payments to repay the principal, interest and/or other loan payments arising from the terms of this Agreement by the date established hereunder, the Bank receives the unconditional right to exercise security for the credit specified in sub-clause 4.1. of this Agreement, in accordance with the legislation of the Republic of Uzbekistan.
- 4.3. When exercising security is applied to the collateral accepted under this Agreement, the Bank reserves the right to unilaterally select the priority object of foreclosure at its discretion. Foreclosure of one of the objects of foreclosure does not limit the Bank from foreclosure of another object (objects) of foreclosure.
- 4.4. The Borrower is responsible for fulfillment of its obligations under this Agreement with all its property, which may be foreclosed on in accordance with the legislation of the Republic of Uzbekistan.

### 5. THE BANK'S RIGHTS

- 5.1. During the lending process, the Bank has the right to check the financial condition of the Borrower, intended use of the credit, availability and condition of the collateral, and ensuring repayment of the credit. The frequency of such inspections is established by the Bank.
- 5.2. When the principal, interest and/or other credit payments become due, arising based on 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 opened in the Bank, and in their absence, from any other accounts, including in other banks, to repay the principal, interest and/or other credit payments arising from the terms of this Agreement.
- 5.3. In the following cases:
  - violation and/or non-fulfillment and/or improper fulfillment by the Borrower of its obligations under this Agreement;
  - deterioration of the Borrower's financial condition;
  - 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;
  - when the Bank has established that the Borrower has provided false information;
  - Borrower's evasion of banking control;
  - when the Bank has established facts of misuse of the credit;
  - late repayment of principal, interest and/or other credit payments;
  - failure to provide, within the period established by this Agreement, to confirm the intended use of documents confirming sale of goods/provision of services invoices, acts of provision of services, receipts or other documents confirming the fact of transfer of goods/provision of services within 1 month from the date of issuance of the loan;
  - emergence of any factors that increase the risk of credit non-repayment

### The Bank is entitled to:

- unilaterally terminate this agreement ahead of schedule and/or submit the Credit for early collection, including by foreclosure on the collateral and/or part of the collateral and/or filing a claim against the Guarantor and/or the Insurer. The Borrower/Guarantor is obliged to return the received loan to the Bank and 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 opened with the Bank, directing them to repay the principal debt, interest and/or other payments under the Credit arising from the terms of this Agreement, and in their absence
   from any other accounts, including in other banks.
- 5.1. 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.
- 5.5. The Bank has the right to notify the Borrower in advance of the next payment date according to the credit repayment schedule.
- 5.6. The funds received to the Borrower's account from the Seller in connection with return of goods paid for using credit funds are sent by the Bank independently to repay the principal debt on the credit.
- 5.7. The Bank has the right to unilaterally terminate this Agreement if the Borrower fails to use the credit during the loan period by notifying the Borrower in writing.
- 5.8. 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 undertakes to:
- 6.1.1. Provide the Borrower with credit funds on the terms of this Agreement;
- 6.1.2. Accrue interest in accordance with sub-clause 3.1. and 3.2. of this Agreement.
- 6.1.3. Notify the Borrower about the status, timing, amount, composition and consequences of failure to fulfill obligations to repay the overdue debt under the Credit Agreement.
- 6.1.4. In the event of a complete or partial refusal of the Bank to provide a credit under this Agreement, the bank is obliged to notify the Borrower in writing about termination of credit and its reasons by sending a notification via remote communication channels no later than the next business day from the date of the decision to suspend granting funds for this buyer's credit. 6.1.5. If, after drawing up a repayment schedule for a buyer's credit, the conditions for starting financing of a buyer's credit or the floating interest rate provided for in the agreement change, the terms of the buyer's credit agreement are revised between the parties (including during restructuring of a buyer's credit), the buyer's credit is partially terminated early by the Borrower due to changes in terms and conditions of repayment of a buyer's credit or amounts of interim payments on a buyer's credit, re-registration of the Bank's consumer credit repayment schedule and submission of it to the Borrower.
- 6.1.6. Under this Agreement, the Bank is obliged to repay the Borrower's debt on a buyer's credit no later than 3 (three) business days from the date of full repayment of this buyer's credit: release of pledged property from the ban;
- exclusion from the register of pledges of an entry on the bank's rights to the property pledged.

### 7. THE BORROWER'S RIGHTS

7.1. The Borrower has the right to repay the credit ahead of the deadlines established by this Agreement. Before the principal debt is repaid, the Borrower is obliged to pay the interest accrued on that date.

- 7.2. The Borrower has the right to refuse to receive a credit after concluding this Agreement during the period until the Borrower receives funds from the Bank.
- 7.3. The Borrower has the right to repay the credit and pay interest ahead of schedule in full or in part, subject to the order established in sub-clause 2.5. of this Agreement.

Early repayment of the credit is made by the Borrower based on the Borrower's application.

- In the event of partial early repayment of the credit, the monthly interest payment after recalculation is accrued in a new amount, starting from the interest period in which the early partial repayment occurred, and is subject to payment in the new amount within the terms established by the Agreement.
- 7.4. The Borrower has the right to use the funds from his contribution (deposit), secured by a credit, at any time during the term of the Credit Agreement, regardless of the validity period of the contribution (deposit), to repay this credit. Moreover, if the Borrower wishes to use the funds of his time deposit pledged against the credit to repay the credit before the expiration of the deposit specified in the Agreement, he must notify the bank about this no later than 1 (one) month before the date on which he plans to return the deposit.

### 8. OBLIGATIONS OF THE BORROWER

- 8.1. The Borrower undertakes to:
- 8.1.1. Use the credit only for its intended purpose in accordance with sub-clause 1.1. of this Agreement and provide to the Bank, for confirming the intended use, the documents confirming sale of goods/provision of services invoices, acts of provision of services, receipts or other documents confirming the fact of transfer of goods/provision of services within 1 month from the date of granting the credit, and also a technical passport if a Car is purchased using a credit; 8.1.2. In the process of using a credit, observe the basic principles of lending: urgency, repayment, targeted nature, serviceability, security;
- 8.1.3. Within the terms established by this Agreement, repay the principal debt, interest, and/or other payments under the credit arising from the terms of this Agreement;
- 8.1.4. Not to undertake any obligations and measures that may lead to deterioration in the financial condition of the Borrower and threat of non-fulfillment and/or improper fulfillment by the Borrower of its obligations to the Bank under this Agreement;
- 8.1.5 To implement the control functions of the Bank:
- provide Bank employees with the opportunity to check and double-check, using any sources, the information specified in the documents submitted to obtain a loan, including by visiting their place of residence, work, etc.;
- analyze the Borrower's current solvency, provide documents confirming the Borrower's income once a year;
- do not interfere with and create all conditions for the Bank to check availability and storage conditions of the Subject of the pledge, provide all information required by the Bank on the Subject of the pledge within 5 (five) calendar days from the date the Borrower receives the relevant request;
  - timely sign inspection reports of the Pledged Subject;
- 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;
- 8.1.6. Ensure return of funds paid for a product/service using a credit to the appropriate account in the event that the Borrower returns the goods/service paid for using a credit;
- 8.1.7. Conclude/sign/execute the relevant agreements/documents in accordance with and within the time limits specified in sub-clause 4.1. of this Agreement;
- 8.1.8. At the Bank's request, provide additional security for credit repayment in the event of:
- deterioration of the Borrower's financial condition;
- 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 credit.
- 8.1.9. 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 indebtedness under credit (principal, interest and other payments);
- 8.1.10. Notify the Bank of changes in the information specified in the documents for obtaining a credit, including about changes in passport data, registration, residence permit, actual place of residence, place of work, last name, first name, patronymic; home, work or mobile phone numbers, as well as occurrence of other circumstances that could affect the Borrower's fulfillment 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.
- 8.1.11. Not to interfere with the Bank in implementation of any rights of the Bank provided for by this Agreement and the current legislation of the Republic of Uzbekistan;
- 8.1.12. Pre-notify the Company in writing about receiving a financial buyer's credit.
- 8.2. The Borrower has no right to fully or partially assign its rights and obligations under this Agreement to another person without the written consent of the Bank.
- 8.3. The Borrower hereby grants the Bank the unaccepted, unconditional and irrevocable right to indisputably write off funds from any account of the Borrower in the Bank upon the maturity of the principal debt, interest and/or other payments on the loan arising from the terms of this Agreement, as well as from the Borrower's accounts in other banks.

## 9. RESPONSIBILITY OF THE PARTIES FOR CREDITS

- 9.1. In case of non-fulfillment 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 case of failure to pay accrued interest on time, as well as in cases of delay, the Borrower shall pay the Bank a penalty for each day of delay in the amount of 0.15%, but not more than 50% of the amount of the overdue payment.
- 9.3 For late payment of credit funds within the specified period, the Bank pays the Borrower a penalty in the amount of 0.10% of the amount of the overdue credit for each day of delay, but not more than 50% of the amount of the overdue payment.

### 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. RESPONSIBILITY OF THE PARTIES

11.1. If it is established that the Borrower has misused the credit funds, the Bank has the right to collect from it a fine in the amount of 50 (fifty) percent of the amount of misuse of the credit.

Payment of the fine does not relieve the Borrower from fulfilling its obligations under this Agreement.

- 11.2. The Bank does not control and is not responsible for the Borrower's failure to fulfill the obligation provided for in sub-clause 8.1.12. of this Agreement.
- 11.3. 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.

## 12. MISCELLANEOUS

- 12.1. This Agreement comes into force from the date of signing by the parties and is valid until the Bank and the Borrower fully fulfill all obligations assumed under this Agreement.
- 12.2. Any change in the terms of this Agreement is made by mutual agreement of the parties and is documented in a written agreement. Any additional agreements to this Agreement have no legal force if they are drawn up without participation of the Bank and there are no signatures and seals of the Bank on these agreements.
- 12.3. In the event of any dispute, bank records will be the predominant evidence of the obligations of both parties under this Agreement.
- 12.4. Notifications (notices, letters and other documents) of the Parties to each other are considered to be sent properly 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, handed over against signature, or sent via Remote Service Channels<sup>1</sup>, or by fax.

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 stipulated in this Agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan.

Any notice or request of the Bank is considered submitted, and correspondence is considered received by the Borrower on the third calendar day from the date of its sending.

- 12.5 If cases not provided for in this Agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan.
- 12.6. All disputes, disagreements and claims arising from this Agreement or in connection with it, including those related to its conclusion, modification, execution, violation, termination, dissolution and invalidity shall be resolved by submitting a claim by the Parties in the manner provided for in sub-clause 11.4. of this Agreement.
- 12.7. The party to whom the claim is presented is obliged to respond to it within 15 days (except for the case of sending a notification (claim) specified in sub-clause 5.3. of this Agreement) from the date of receipt of the claim.

1 Remote service channels – 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 channels communications (including SMS messages).

- 12.8. 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. \* 12.9. The Borrower hereby gives his consent to the Bank to provide the State Register of Credit Information, Credit Bureau, State Unitary Enterprise Pledge Register with information regarding the terms of concluding this Agreement, security provided and fulfillment of obligations under this Agreement for formation of a credit history. 12.10. This Agreement has been drawn up in two/three copies having equal legal force, one for
  - 13. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

## \*NOTE.

each of the parties.

1) In clause 12.8. of the Credit Agreement, the name of the court is indicated by Operations Department/branches independently depending on the location of Operations Department/branches.