

## LOAN AGREEMENT No \_\_\_\_\_

" \_\_\_\_ " \_\_\_\_\_ 20\_\_

**InfinBank JSC**, hereinafter referred to as **"Bank"**, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one hand, and \_\_\_\_\_, hereinafter referred to as **"Borrower"**, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other hand, have concluded this agreement in accordance with Articles 744-748 of the Civil Code of the Republic of Uzbekistan, regarding the following:

### I. SUBJECT OF THE AGREEMENT

1.1. The Bank undertakes, under the terms of this Agreement, to provide the Borrower with a **loan** in national currency in the amount of \_\_\_\_\_ (\_\_\_\_\_) soums.

### II. LOAN TERMS

2.1. Loan **is provided** to the Borrower for (*underline required*):

|        |                                                                                                                                                                                                                |                          |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 2.1.1. | business development without subsequent control over the targeted use of funds, including by crediting credit funds to the Borrower's deposit account opened in the Bank in the amount of _____ (_____) soums. | <input type="checkbox"/> |
| 2.1.2. | for the repayment (buyback) of the Borrower's loan debt in another bank ( <i>targeted financing</i> ) in the amount of _____ (_____) soums.                                                                    | <input type="checkbox"/> |

2.2. The Borrower has the right to receive credit funds after fulfilling the conditions specified in clause 5.1 of this Agreement and in the absence of circumstances giving the Bank the right to refuse financing. Loan form - **without opening a credit line (one-time issuance)**.

2.3. The loan term is \_\_\_\_\_ months from the date of signing this Agreement.

2.4. The grace period for paying off the principal debt is not established.

2.5. The repayment of the principal debt on the loan is carried out in accordance with the following schedule:

| Payment order | Payment amount | Payment date |
|---------------|----------------|--------------|
|               |                |              |
|               |                |              |
| <b>TOTAL:</b> |                | <b>***</b>   |

2.6. For using the loan, the Borrower shall pay the Bank interest accrued on the actual balance of the principal debt at the following interest rates:

- a) the main interest rate is \_\_\_\_% per annum;
- b) preferential interest rate - \_\_\_\_% per annum;
- c) interest rate on overdue debt - increases 1.5 times from the date the overdue debt arises.

2.7. The amount of interest is calculated based on the actual number of days elapsed during the period of using the loan divided by the annual base period (365 days), based on the Borrower's actual debt on the loan. Repayment of interest on the loan shall be carried out in the national currency once a month on the "\_\_\_\_" day starting from the date the loan was issued. The last interest payment is made on the final date of the loan repayment.

2.8. Interest rate type (*underline necessary*):

- fixed ☐

- floating ☐

2.9. Payment method for the principal debt and interest (underline required):

- differential ☐
- annuity ☐

2.10. The preferential interest rate is applied from the date the loan is provided, provided that the Borrower voluntarily selects lending terms that provide for the servicing of their main bank account in the Bank and the execution of settlement and cash operations related to the Borrower's entrepreneurial activities on the specified account. By signing this Agreement, the Borrower confirms that he have familiarized himself with the amounts of the main and preferential interest rates, the conditions for their application and change, have voluntarily chosen lending on the terms of applying the preferential interest rate, and accept the relevant conditions.

2.11. In the event that the Borrower's primary bank account is open in another bank as of the date the loan is provided, the preferential interest rate shall be applied provided that the Borrower transfers the primary bank account for servicing to the Bank no later than 10 (ten) working days from the date the loan is provided.

2.12. The preferential interest rate is maintained throughout the loan term, provided that the Borrower's primary bank account in the Bank is serviced and there are cash receipts to the specified account in each calendar half-year. For the purposes of this Agreement, semi-annual cash receipts are understood as actual cash receipts to the Borrower's main bank account in the Bank related to the Borrower's performance of specific entrepreneurial activities (cash receipts not related to the Borrower's performance of entrepreneurial activities are not taken into account). The availability of these receipts is determined by the Bank based on operations on the Borrower's main bank account at the end of each calendar half-year.

When determining the presence of semi-annual cash receipts, only receipts to the Borrower's main bank account related to the actual implementation of their entrepreneurial activities are taken into account. Cash receipts not related to the performance of the Borrower's entrepreneurial activities are not taken into account when determining compliance with the specified condition.

2.13. Based on the results of each calendar half-year, the Bank verifies the Borrower's compliance with the conditions for applying and maintaining the preferential interest rate.

In the event that, based on the results of the relevant calendar half-year, a fact is established that the Borrower has not transferred the main bank account for servicing to InFinBank JSC within the established period, or has transferred the main bank account from InFinBank JSC for servicing to another bank, the Bank has the right to decide to terminate the application of the preferential interest rate and switch to the main interest rate for the entire remaining loan term.

In the absence of cash receipts from the Borrower's main bank account during the corresponding calendar half-year related to the actual performance of their entrepreneurial activities, the preferential interest rate shall be replaced by the main interest rate for the entire remaining term of the loan.

In these cases, the main interest rate is applied from the date of the next payment according to the loan repayment schedule, which falls on the month following the end of the corresponding calendar half-year.

2.14. In the event that, based on the results of the corresponding calendar half-year, the Bank has not exercised its right to transition from the preferential interest rate to the main interest rate on grounds related to the Borrower's failure to transfer the main bank account to InFinBank JSC within the established period or the transfer of the main bank account from InFinBank JSC to another bank, the preferential interest rate shall continue to apply.

At the same time, the Bank's failure to make a decision to switch to the main interest rate based on the results of the corresponding calendar half-year is not considered a refusal by the Bank to exercise this right and does not prevent its realization based on the results of subsequent calendar half-years, provided that the circumstances that served as the basis for the emergence of such a right remain.

2.15. Changes to the interest rate are made exclusively in respect of interest accrued on the actual balance of the main debt, starting from the date the main interest rate is applied, without recalculating interest for previous periods.

2.16. The transition from the preferential interest rate to the main one is carried out in accordance with the terms of this Agreement previously agreed upon by the Parties and does not constitute the application of a penalty sanction to the Borrower. The Bank shall notify the Borrower of the occurrence of the relevant circumstances, the date of application of the main interest rate, and the amount of changed payments in the manner prescribed by Section XIV of this Agreement.

2.17. After switching to the main interest rate in cases provided for by this agreement, the re-application of the preferential interest rate is not permitted, including if the Borrower subsequently eliminates the circumstances that served as the basis for such a transition.

### **III. BANK UNDERTAKES**

3.1. To provide the Borrower with a loan in national currency on the terms determined by Sections I and II of this Agreement. The Bank undertakes to provide the Borrower with a loan in the amount and on the terms stipulated in this agreement within 5 (five) working days from the moment the Borrower fulfills all conditions necessary to open financing.

3.2. Maintain records of loan utilization and repayment, accrued and paid interest, and penalties.

3.3. The Bank's obligation to provide credit enters into force after the Borrower fulfills the obligations provided for in this Agreement for execution before the start of financing.

3.4. In the event that the Bank refuses to provide credit to the Borrower in full or in part, the Bank is obliged to notify the Borrower in writing, stating the reasons for refusal, no later than one day from the date such a decision was made.

3.5. In the event of a change in the date and terms of credit payments or a change in the interim loan payment amount due to: a change in the start date of financing or the floating rate, a revision of the loan agreement terms by the parties (including credit restructuring), or the early partial repayment of the loan by the Borrower, the Bank shall draw up an updated loan repayment schedule and provide this schedule to the Borrower.

Due to the updating of the loan repayment schedule, the previous loan repayment schedule under this agreement loses its force.

3.6. Changes to the interest rate based on the grounds provided for in Section 2 of this Agreement are also grounds for the Bank to form an updated payment schedule and transfer this schedule to the Borrower.

At the same time, a change in the interest rate does not in itself entail a change in the deadlines and amounts established by the schedule for repaying the principal debt. Only the amounts of interest accrued on the remainder of the principal debt from the date the amended interest rate is applied shall be subject to recalculation. Due to the renewal of the loan repayment schedule, the previous loan repayment schedule under this agreement loses its force.

### **IV. BORROWER UNDERTAKES**

4.1. To use the loan in accordance with clause 2.1 of this agreement.

4.2. To formalize and provide the Bank with the security provided for in clause 5.1 of this Agreement in accordance with the procedure established by law and this Agreement.

4.3. In the process of using the loan, adhere to the main principles of lending: timeliness, repayment, payment, security, and targeted nature (*clause 2.1.2. of the agreement*).

4.4. To repay all amounts due to the Bank under this Agreement in the currency of the loan.

4.5. Amounts due to the Bank in accordance with this Agreement shall be considered paid when received by the Bank.

If the amount of payment made by the Borrower is insufficient to fulfill credit obligations, the Borrower's debt shall be settled in the following order:

- 1) proportionate overdue debt on the principal debt and overdue interest payments;
- 2) accrued interest for the current period and the principal debt for the current period;
- 3) penalties (fine, penalty);
- 4) other expenses of the Bank related to debt repayment.

4.6. To repay the loan (main debt, interest on the loan, commissions, penalties, and other payments on the loan) within the timeframes and on the terms specified in Section II of this Agreement.

4.7. To grant the Bank the irrevocable and unconditional right to write off funds from demand deposit accounts, as well as from other accounts of the Borrower, if any exist or will be opened in the future, to settle debt on the loan, including the principal debt, interest, and penalties due for payment.

4.8. To formalize and provide term credit obligations in accordance with the terms of this agreement.

4.9. The Borrower, who has voluntarily chosen lending terms using a preferential interest rate, undertakes to ensure the servicing of their primary bank account in InFinBank JSC and the execution of settlement and cash operations related to their entrepreneurial activities on said account in accordance with the terms of Section 2 of this Agreement.

4.10. To inform the Bank in advance about the upcoming organizational-legal or other reorganization of the Borrower.

4.11. Not to carry out any types of economic and legal operations that may in any way have a negative impact on the Borrower's economic activities, as well as operations that contradict the Borrower's charter and the Borrower's creditworthiness before the Bank.

4.12. In the event that either party ceases its activities as an independent legal entity or undergoes changes in its legal status, the legal successor of the reorganized (changed) party shall be responsible for fulfilling all obligations under this Agreement. Upon the liquidation of the Borrower, the latter undertakes to immediately settle the debt on the loan and interest.

4.13. To monitor the financial and economic activities of the Borrower, as well as the condition of the collateral provided for the loan as provided for in Section V of this Agreement, to submit, upon the Bank's request, accounting, statistical, and any other reporting in the form established by law, and information that the Bank considers reasonable to request during the period of this Agreement's validity. In addition, upon the Bank's request, to provide the opportunity to freely visit production, warehouse, administrative premises, storage areas for collateral, equipment participating in the production process, as well as collateral, including third parties, for visual inspection.

4.14. Notify the Bank 2 (two) months before the proposed start date of the voluntary liquidation procedure or bankruptcy procedure.

4.15. To settle all debts to the Bank under this agreement before the start of the voluntary liquidation procedure.

4.16. The Borrower undertakes to provide the Bank with any information and documents regarding the loan, the Borrower, and the Pledgor within the timeframe specified by the Bank until the date of full repayment of the loan debts.

**4.17. The borrower must:**

a) use credit funds in accordance with financial, banking, and administrative norms and practices;  
b) to receive and renew all necessary permits and licenses for carrying out their activities and fulfilling the terms of this agreement in a timely manner.

**4.18.** During the term of this agreement, the Borrower **shall not** without the Bank's prior consent:

a) attract third-party loans, the terms of which may have a priority right of claim compared to the Borrower's obligations under this agreement;

b) enter into any agreements with a third party, the execution of which may contradict the terms of this agreement or threaten the proper fulfillment of obligations by the Borrower under this agreement;

c) enter into agreements under which all or a significant portion of the Borrower's activities or property will be managed by a third party;

d) carry out reorganization or liquidation of its activities;

d) reduce one's capital or buy back one's shares;

e) to make significant changes and allow any significant changes to be made to its constituent documents, including but not limited to changes in the composition of founders/shareholders and ownership shares.

i) pay dividends or distribute profits in any form;

k) to enter into transactions with affiliated persons on non-market terms;

l) to transfer their property free of charge or alienate their assets without equivalent counter-provision;

m) forgive accounts receivable or waive claims against third parties;

n) to perform any other actions, regardless of their legal form, that may lead to a reduction in the Borrower's net assets, a decrease in equity, or a deterioration of their financial condition.

The Borrower's violation of the provisions of this clause is considered a material breach of contract and grants the Bank the right to demand early repayment of the loan.

4.19 To ensure that Bank representatives, upon the Bank's preliminary request, have the opportunity to verify the targeted use of the loan (*clause 2.1.2. of the Agreement*).

4.20. When the Bank provides a loan to repay (buy back) the Borrower's credit debt in another bank (targeted financing), the Borrower who voluntarily opts for lending conditions using a preferential interest rate undertakes to transfer their main account in InFinbank JSC within 10 (ten) working days from the day following the opening of financing (*in the event that the Borrower's main account is in another bank*).

4.21. Notify each relevant bank where the Borrower's account is opened of the pledge of the specified property rights (claim rights) in favor of InFinBank JSC and, upon the Bank's request, provide documents confirming the sending and receipt of such a notification by the relevant bank. If new bank accounts are opened in other banks during the term of the Agreement, the Borrower is obliged to notify the relevant bank of the completed pledge within 3 (three) working days from the date of opening such account and provide InFinBank JSC with confirmation of such notification.

The Borrower is also obliged, at the request of InFinBank JSC, to perform other actions necessary to ensure the validity of the pledged property rights and the possibility of foreclosure on them in accordance with the legislation of the Republic of Uzbekistan and the Agreement.

## V. PROVISION

5.1. The following shall be accepted as collateral for the loan:

5.1.1. \_\_\_\_\_.

5.1.2. \_\_\_\_\_.

5.2. In agreement with the Bank, other liquid collateral may be accepted in a form that satisfies the Bank.

5.3. The processing and registration of collateral, as well as the insurance of the collateral object for the entire term of the loan (in the case of transferring collateral as collateral for the loan), must be completed before the loan is issued.

5.4. The total amount of collateral must not be less than 125% (130% for persons related to the Bank) of the loan balance.

In the event that:

- The Borrower becomes a related person to the Bank after issuing the loan and
- The available loan security will be less than 130% of the loan balance,

The Borrower must provide additional collateral that satisfies the Bank, which, together with other (existing) collateral for the loan, will ensure at least 130% of the loan balance or ensure the early repayment of the unsecured loan amount.

Additional security must be provided by the Borrower within 30 (thirty) banking days from the moment the Bank submits the relevant request.

5.5. To ensure the proper fulfillment of all obligations of the Borrower under the Agreement, the Borrower (Pledgee) transfers to the Bank (Pledgee) as collateral the property rights (claim rights) belonging to the Borrower to the Bank and other banks where the Borrower's accounts are opened, in respect of funds available at the time of concluding the Agreement and which will subsequently be credited to all bank accounts of the Borrower opened in InFinBank JSC and other banks during the term of the Agreement (hereinafter referred to as the "Pledge Subject").

5.6. The valuation of the Pledge Subject is established by agreement of the Parties in the amount of 75% of the loan amount.

5.7. The collateral provided for in this clause ensures the fulfillment of all monetary obligations of the Borrower under the Agreement, including obligations to return the loan amount, pay interest, penalties, commissions, fines, and Bank expenses related to debt recovery, as well as other payments provided for in the Agreement.

5.8. By concluding this agreement, the Borrower confirms their consent to conclude a contract for the pledge of property rights under the terms provided for in this section of the Agreement, without the need to sign a separate document on paper.

5.9. The Borrower confirms the ownership of the property rights that are the subject of the pledge and guarantees that, as of the date of concluding the Agreement, the specified rights are not pledged,

transferred, seized, or encumbered by the rights of third parties, unless otherwise expressly provided by the Agreement.

5.10. During the term of the Agreement, the Borrower is not entitled to perform actions aimed at terminating pledged property rights or reducing their value, including closing bank accounts for which the rights of claim are the subject of the pledge, without the Bank's prior written consent.

5.11. The closure of the relevant bank account or other termination of the pledged property right does not exempt the Borrower from fulfilling obligations under the Agreement and constitutes grounds for the Bank to demand the provision of other equivalent security.

5.12. Funds received by the Borrower's bank accounts, the claim rights to which are the subject of the pledge, shall be included in the composition of the subject of the pledge in accordance with this Agreement without the need to conclude an additional agreement or formalize a separate document, provided that the relevant bank account and the pledged property right are preserved.

5.13. The Borrower provides the Bank with irrevocable consent for the Bank to account for and control the pledged property rights, as well as to perform the actions provided for by legislation and the Agreement necessary to ensure the validity and realization of the pledge.

5.14. In the event that the Borrower fails to fulfill or improperly fulfills their obligations under the Agreement, the Bank has the right to foreclose on the collateral in accordance with the procedure established by the legislation of the Republic of Uzbekistan and the Agreement. In this case, the Bank is entitled to use the methods provided by law for the realization of pledged property rights, including directing the funds received as a result of the realization or execution of the pledged right toward the repayment of the Borrower's debt under the Agreement.

5.15. In the event of termination, invalidity, decrease in value, or other deterioration of the condition of any of the provided types of collateral, as well as in the event that the Borrower performs actions resulting in the termination of pledged property rights or a decrease in their value, the Borrower is obliged, upon the Bank's request, to provide the Bank with additional or other equivalent collateral acceptable to the Bank within no later than 30 (thirty) banking days. Failure to comply with this requirement within the established timeframe constitutes a violation of the Borrower's obligations and entails consequences provided for by the Agreement and the legislation of the Republic of Uzbekistan.

5.16. The Parties have reached an agreement that in the event of non-performance or improper performance by the Borrower of obligations under the Agreement (default), the foreclosure on the Pledge Subject shall be carried out in a non-judicial manner in cases and according to the procedure permitted by the legislation of the Republic of Uzbekistan.

5.17. When the Bank acquires the right to foreclose on the Pledge Subject, the realization of pledged property rights is carried out as follows:

a) regarding the Borrower's property rights (rights of claim) to InFinBank JSC through the Borrower's bank accounts - in the manner prescribed by the legislation of the Republic of Uzbekistan and this Agreement, with the allocation of funds due to the Borrower through the relevant bank accounts to repay the Borrower's debt to the Bank within the amount of such debt;

b) in respect of the Borrower's property rights (claim rights) to other banks regarding the Borrower's bank accounts - through the assignment of relevant claim rights by the Borrower (Pledgee) to the Bank (Pledge holder) in accordance with Article 30 of the Law of the Republic of Uzbekistan "On Pledge".

In the case provided for in subparagraph "b" of this paragraph, the Borrower is obliged, upon the Bank's first request, to ensure the conclusion of a contract for the assignment of relevant claim rights to another bank and to perform all necessary actions for the transfer of such rights to the Bank, including signing the necessary documents and sending a notification to the relevant bank regarding the assignment of claim rights.

The assignment agreement must be concluded by the Borrower no later than 3 (three) working days from the date of receipt of the Bank's request, unless another period is specified in the Bank's request.

5.18. The Borrower undertakes, in the event of a deterioration or decrease in the value of the collateral, or in other cases where the provided collateral no longer meets the Bank's requirements, to provide collateral that meets the Bank's requirements within 30 (thirty) banking days from the moment the Bank's request is made.

5.19. The replacement of collateral is carried out with the Bank's consent. In the event of replacement of collateral at the initiative of the Borrower/Pledgee, the Borrower undertakes to pay a commission for the replacement of collateral in the amount established by the Bank at the time of replacement.

## **VI. THE BANK HAS THE RIGHT**

6.1. In the event that the Borrower violates the terms of this Agreement, the Bank has the right to write off funds from any of the Borrower's accounts without acceptance to settle all existing debt on the principal debt, accrued interest, and other payments on the loan.

6.2. In the event that the Borrower violates the terms of this Agreement or discovers facts of providing unreliable information, the Bank has the right to refuse credit issuance until the violations are rectified, or to suspend the opening of financing until the Borrower rectifies the identified violations.

6.3. Assuming that at any time and for any reason, any insurance contract that must be maintained in accordance with this Agreement will be void due to the Borrower's failure to pay insurance premiums, the Bank has the right (but does not have such obligations) to pay such a premium on its own behalf for the Borrower and take all such steps to minimize the damage as the Bank may consider it appropriate or necessary. In this case, the Bank has the right to recover the paid amount from the Borrower in an indisputable manner.

6.4. The Bank has the right to provide and receive information regarding the terms of conclusion, the provision of security, and the fulfillment of obligations by the Borrower under this Agreement to the State Register of Credit Information, “Credit Information Analytical Center” Credit Bureau” LLC, and other credit bureaus, as well as the “Pledge Registry” State Unitary Enterprise.

6.5. In the event that the Borrower violates the obligations provided for in this Agreement (*except for obligations for which liability is directly regulated by other provisions of this Agreement*), the Bank has the right to recover a fine from the Borrower in the amount of 0.1% of the loan debt balance for each violation.

## **VII. BORROWER HAS THE RIGHT:**

7.1. To receive funds under this agreement on the terms and in the amounts specified in this Agreement.

7.2. To repay the principal amount of the loan early, taking into account accrued but unpaid interest as of the date of early repayment for the period of actual use of the loan, as well as other payments on the loan.

7.3. To release property from the credit collateral in agreement with the Bank.

7.4. To refuse to receive a loan on a gratuitous basis after concluding this agreement and until the Borrower receives the loan under this agreement.

7.5. To repay the loan early at any time without paying any penalties for early repayment of the loan.

7.6. To impose a fine on the Bank in the amount of 1 BCA in the event of non-provision or late provision of credit due to the Bank's fault.

## **VIII. EARLY COLLECTION OF CREDIT**

8.1. The Bank has the right to demand from the Borrower the immediate, early repayment of the loan amount and other due payments, as well as to apply to court with a relevant claim for early recovery, in the event that any of the following events occurs and continues:

a) The borrower has lost the ability to repay or fails to repay their debts within the loan repayment period, and this event continues for 60 calendar days from the moment the repayment period is violated;

b) The Borrower fails to fulfill their obligations under this Agreement (including non-payment according to the payment schedule) and/or under any other agreement, including a pledge agreement, suretyship, and other agreements, and if this continues within 5 (five) working days after the Bank notifies the Borrower of the non-fulfillment;

c) if there is a failure to fulfill obligations regarding any debt of the Borrower (except for the Loan) or under any agreement under which there is an outstanding debt of the Borrower within the established period;

d) the credit security or any part of the security loses its legal force in relation to the obligations under this Agreement;

d) any state body confiscates, nationalizes, or otherwise expropriates all or any significant part of the Borrower's property or other assets, or its authorized capital, or takes over the storage or control of the Borrower's property or other assets, or its business, operations, or authorized capital, or takes any action to dissolve or terminate the Borrower's existence, or any action that would impede the Borrower or their employees from continuing all or a significant part of the business or operations;

e) claims or proceedings have been initiated against the Borrower or third parties in any way related to the Borrower, as a result of which any property of the Borrower may be distributed among its creditors.

yo) failure to fulfill the obligations specified in Sections 4 and 5 within the timeframes specified in these Sections;

g) the Borrower's property is subject to foreclosure or seizure;

h) events have occurred that, in the Bank's opinion, may significantly affect the fulfillment of the Borrower's payment obligations to the Bank;

i) without prior written notification to the Bank, capital reduction, reorganization, merger, transfer of property, division, or liquidation of the Borrower are carried out;

k) the Borrower's financial condition has deteriorated according to the Bank's and/or audit companies' opinion;

l) legislative or regulatory provisions have been introduced that affect the Borrower's ability to fulfill any obligations under this agreement;

m) any permits, licenses, registration, certificates, etc., necessary for the proper fulfillment of the Borrower's obligations under this agreement have lost their force;

n) The Borrower has become unable to fulfill their payment obligations, or a bankruptcy case has been initiated against them, or the Borrower has been declared bankrupt;

o) The Borrower has not fulfilled any other obligation under this agreement;

p) any competent authority has taken any actions to dissolve or terminate the Borrower's existence, or to suspend its operations, or has performed any other action of similar significance for the Borrower.

r) in the event that the Borrower's confirmations specified in clause 13.1 of this agreement are false.

## **IX. APPLICABLE LEGISLATION AND DISPUTE RESOLUTION PROCEDURE**

9.1. The provisions of this Agreement are regulated exclusively by the norms of the current legislation of the Republic of Uzbekistan.

9.2. In the event of disputes arising under this agreement, the parties shall exert every effort to resolve the disputes through negotiations. In the event that a mutually acceptable and satisfactory solution is not reached, the dispute between them shall be resolved:

- or in court at the Bank's location (at the address specified in the "LEGAL ADDRESSES OF THE PARTIES" Section of this Agreement);
- or in the arbitration court under the Chamber of Commerce and Industry of the Republic of Uzbekistan and its territorial departments;
- or in the arbitration court under the Association of Arbitration Courts of Uzbekistan and its territorial branches.

9.3. In any legal proceedings arising in connection with this Agreement, the Bank's documents regarding any amount due to the Bank in accordance with this Agreement shall be considered primary evidence that such amount is due and payable to the Bank.

9.4. In cases provided for by law, the Borrower agrees to the possibility of the Bank recovering the loan debt based on the notary's executive endorsement. This agreement and its obligations are recognized by the parties as sufficient grounds for the execution of the notary's writ of execution.

## **X. FORCE MAJEURE CIRCUMSTANCES (FMC)**

10.1. Neither party shall be liable for the full or partial non-fulfillment of its obligations under this agreement, if it was caused by force majeure obligations (flood, fire, earthquake, and other natural disasters) that arose after the conclusion of the agreement and could not have been foreseen or prevented by reasonable measures.

10.2. The parties for whom FMC actions have occurred are obliged to immediately notify the other party of this. The deadlines for fulfilling obligations under this agreement shall be postponed in proportion to the duration of force majeure circumstances (FMC) confirmed by the competent authorities in each case.

## **XI. SPECIAL CONDITIONS**

11.1. \_\_\_\_\_.

11.2. \_\_\_\_\_.

## **XII. OTHER TERMS**

12.1. The Parties hereby undertake to ensure the strict confidentiality of this Agreement and not to disclose it to third parties without mutual consent, except in cases provided for by the legislation of the Republic of Uzbekistan.

12.2. This Loan Agreement shall remain in effect from the moment of its signing until the Borrower has fully fulfilled all obligations to the Bank.

12.3. This Agreement is drawn up in two copies, each of which has legal force and is kept in one copy by each of the parties.

12.4. Changes to the terms of the Agreement shall be made by additional written agreement of the parties, which shall constitute an integral part of this Agreement. The application of the main interest rate on the grounds and in the manner previously provided for in Section 2 of this Agreement shall be carried out without the conclusion of an additional agreement between the Parties, as the relevant procedure and conditions for applying interest rates were agreed upon by the Parties during the conclusion of this Agreement.

12.5. The Borrower hereby gives their consent to provide and receive information regarding the terms of conclusion, the provision of security, and the fulfillment of obligations by the Borrower under this Agreement to the National Credit Information Institute, ““Credit Information Analytical Center” Credit Bureau” LLC, and other credit bureaus, and also, based on Article 10 of the Law of the Republic of Uzbekistan “On the Pledge Registry”, gives their consent to include information about property provided as security for the loan being received in the register.

12.6. In the event of disputes, bank entries in the Borrower's personal accounts shall be the primary evidence of the Borrower's obligations and their amounts.

## **XIII. BORROWER'S CONFIRMATION**

13.1. The Borrower hereby confirms that:

a) it is a duly established and registered legal entity under the legislation of the Republic of Uzbekistan, possessing all necessary special permits (licenses) for the right to carry out its activities;

b) he has the right of ownership or other property rights to the property and other assets belonging to him;

c) the persons who signed the agreement are duly authorized to do so in accordance with the Borrower's constituent and other documents, and the Borrower has the right to fulfill the obligations provided for in this agreement, and these obligations are valid and applicable to them in accordance with current legislation;

d) the signing of this agreement and its execution do not contradict the legislation of the Republic of Uzbekistan, the Charter documents of the Borrower, or any other agreements with third parties in which the Borrower is a party;

d) all necessary permits, licenses, powers, exceptions, registration, notarization, and other actions necessary to give the Borrower's obligations legal force have been obtained and entered into force;

e) no administrative or judicial actions have been initiated against the Borrower, and there are no unfulfilled obligations to third parties that could significantly affect the Borrower's activities or the fulfillment of their obligations under this agreement.

## **XIV. NOTICE, APPOINTED REPRESENTATIVES, AND CHANGES**

14.1. Notifications, requests, messages, and other information within the framework of the Agreement (hereinafter referred to as Notifications) may be sent by the Parties in writing, including in

electronic form through the Mobile Application (*the Bank's software that allows the Borrower to conduct banking operations and interact with the Bank remotely*) and/or other remote banking service channels (RBS).

14.2. Bank notifications sent to the Borrower via the Mobile Application, SMS messages, email, push notifications, or other electronic communication channels specified by the Borrower and/or used within the framework of RBS, are considered properly sent and received by the Borrower from the moment they are displayed in the Mobile Application or sent to the Borrower's address, regardless of whether the Borrower has actually familiarized themselves with such Notification, unless otherwise established by the legislation of the Republic of Uzbekistan.

14.3. The Borrower undertakes to ensure the relevance of their address and to immediately notify the Bank of its change. The risk of not receiving Notifications caused by providing inaccurate or outdated contact information shall be borne by the Borrower.

14.4. The Bank provides the Borrower with the opportunity to communicate with the Bank on matters related to the conclusion and execution of the Agreement through feedback tools, including (but not limited to): contact center phone, email, and the Bank's Mobile Application, and ensures the functioning of these tools and the consideration of the Borrower's appeals.

*TO CERTIFY AND CONFIRM THIS*, the parties to this agreement, acting through duly authorized representatives, signed this agreement in the city of \_\_\_\_\_ in two (2) copies in Russian, each of which is considered the original, on the day and year specified above.

#### **XV. LEGAL ADDRESSES OF THE PARTIES**

**“Bank”:**

**“Borrower”:**

**InfinBank JSC**

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