

Universal Agreement for servicing individuals in JSCMB "Ipoteka-Bank"

(comes into effect on 28.08.2024)

to the Universal Agreement for Servicing Individuals in JSCMB "Ipoteka-Bank"

GENERAL TERMS AND CONDITIONS

of opening, servicing and closing term/savings deposits for individuals

1. TERMS AND DEFINITIONS

These General Terms and Conditions for Opening, Servicing and Closing Term/Savings Deposits for Individuals are part of the Universal Agreement, are standard for all Clients and define the provisions of the term/savings deposit agreement concluded between the Client and the Bank.

Deposit – funds in national or foreign currency placed by an individual in the Bank, including additional deposits during the term of the Term/Savings Deposit Agreement and capitalized (accrued) interest on the amount of the Deposit in accordance with the Term/Savings Deposit Agreement.

Depositor – a Client, who has entered into a term/savings deposit agreement with the Bank
 Term/savings deposit agreement – the procedure for opening a term/savings bank deposit,
 in accordance with these Deposit Terms.

Additional Deposit – the amount of money paid by the Depositor to the Deposit after depositing the initial amount of the Deposit when opening it in accordance with the terms and conditions of the Term/Savings Deposit Agreement, the Deposit Terms and Conditions and the Bank's Tariffs.

Early closure of the deposit – closing the deposit earlier than the term specified in the term/savings deposit agreement with the client.

Bank rate – the Bank rate used to carry out conversion transactions on the date of the conversion transaction, established by the Bank's order

Interest capitalization – accrued interest is added to the principal amount of the deposit, if it is provided for by the Deposit Terms and Conditions.

Minimum deposit amount - the minimum amount of funds required to place (open) in a particular type of deposit in accordance with the current Deposit Terms and Conditions or the amount required to make an additional deposit(s).

Minimum balance - the minimum amount of funds that the Client undertakes to provide in the deposit during the entire Deposit Term.

Deposit terms – individual bank deposit conditions/deposit passport, which reflect the following conditions (including, but not limited to,):

- Deposit amount;
- Deposit currency;
- Deposit term;
- Possibility and conditions of deposit replenishment;
- Possibility of making a deposit in one currency and receiving the deposit amount and/or interest in another currency at the Bank's Rate;
 - Frequency of payment of interest on the deposit;
 - presence/absence of interest capitalization;
 - terms of prolongation of the Bank Deposit Agreement;
 - conditions for early termination of the Term/Savings Deposit Agreement;
 - Other conditions.

Prolongation - extension of the Deposit for the same or another term (if on the date of the end of the Deposit Term, the deposit is not claimed by the Depositor) under the Deposit Terms in effect in the Bank for this type of deposit on the date of the new deposit attraction, if this is provided for by the Deposit Terms.

Savings Deposit – funds in the national currency of the Republic of Uzbekistan or foreign currency, attracted in cash, through the Bank office or by transferring from the Client's

Account/Card/Wallet to the Deposit Account using the Bank's RBS, accumulated on the basis of certain conditions and directed for certain purposes, with the right to deposit additional funds to the amount of the initial deposit if it is provided for by the Deposit Conditions, including accrued interest on the deposit amount on the terms and in the manner provided for by the Deposit Terms.

Deposit term - certain period of time established by the Bank, for which funds are placed in the Deposit (can be expressed in days, months, years).

Term deposit - funds in the national currency of the Republic of Uzbekistan or foreign currency attracted in cash, through the Bank's office or by transfer from the Client's Account/Card/Wallet to the Deposit Account using the Bank's RBS, with the condition of return after the end of the term established in the term/savings deposit agreement, including additional funds deposited by the Client, during the term of the term/savings deposit agreement, if this is provided for by the Deposit Terms, including accrued interest on the Deposit amount under the terms and in the manner provided for by the Deposit Terms.

Parties – the Bank and the Depositor.

Deposit Account – an account opened within the framework of the Term/Savings Deposit Agreement for the purpose of accounting for the amount of the Deposit.

Partial withdrawal – return of a part of the Deposit to the Depositor during the validity period of the Term/Savings Deposit Agreement, if it is provided for by the Deposit Terms and Conditions.

Other terms and definitions used in these General Conditions shall have the same meaning as in the Universal Agreement.

2. GENERAL PROVISIONS

- **2.1.** The documents that constitute the Term/Savings Deposit Agreement are:
- Universal agreement;
- Tariffs of the Bank;
- Client's application for opening a term/savings deposit (Form No1 to these General Terms and Conditions);
- **2.2.** The term/savings deposit agreement is concluded between the Bank and the Depositor by the Depositor's acceptance of the term/savings deposit agreement or by the Client's submission of an application to open a term/savings deposit and the opening of a Deposit Account for the Depositor (subject to the Bank receiving the necessary documents for its opening) and the crediting of the Depositor's funds to it.
- **2.3.** The terms of the Term/Savings Deposit Agreement are established by these General Terms and Conditions, as well as the Deposit Terms.
- **2.4.** The Depositor deposits, and the Bank accepts the Deposit, funds in the amount, currency and for the period of placement specified in the Deposit Terms and Conditions.
- **2.5.** To conclude a term/savings deposit agreement, the Client shall submit to the Bank an Application during the Operating Day via RBS or a Bank division, filled out according to the Bank's form, containing the Deposit Terms in effect at the time of the Application (Form No. 1 to these General Terms and Conditions). If necessary, the Client shall send along with the Application the documents required for concluding the Agreement in accordance with the requirements established by the Current Legislation and the Bank. The Agreement shall be deemed concluded after the Bank accepts the Client's Application. The Bank's acceptance shall be deemed to be the opening of a deposit account and the crediting of the full amount of the Deposit to the term/savings deposit account.
- **2.6.** In case of conclusion of the Deposit Agreement, the Application filled in and signed (accepted in RBS) by the Client shall be an integral part of the Agreement and shall confirm the Client's full and unconditional consent to the general terms and conditions of the Agreement set forth in these General Terms and Conditions, as well as confirm that the Client has read and agreed to the Deposit Terms and Conditions when submitting the Application.
- **2.7.** Additional Depositing, Partial Withdrawal or Early Closure of the Deposit in the Bank's branches is carried out in accordance with the Client's order to credit/debit funds to/from the Deposit and other data, if it is stipulated by the Deposit Terms and Conditions.

- **2.8.** A copy of the Applications with the Bank's marks is transferred to the Client at his request to the Bank's division.
- **2.9.** Based on the Client's Application, the Bank opens a Deposit Account in the Client's name and credits the transferred funds to the Deposit Account. Opening of a Term/Savings Deposit Account is carried out in the Bank's divisions or in RBS.
- **2.10.** The Term/Savings Deposit Account is opened in the currency in which the funds are deposited into the Term/Savings Deposit Account when the Deposit is opened.
- **2.11.** The Bank accepts funds from the Client under the Deposit Terms specified by the Client when submitting the Application, and undertakes to return the Deposit amount and pay interest under the terms and in the manner stipulated by the Agreement.
- **2.12.** In accordance with Article 764 of the Civil Code of the Republic of Uzbekistan, Interest on the deposit amount is accrued from the day following the day of receipt of funds by the Bank to the day preceding the return of funds to the Client or their debiting from the Client's account on other grounds.

Interest is accrued on the balance of funds recorded in the Deposit Account at the beginning of each day. When calculating interest, the actual number of calendar days in a year (365 or 366 days, respectively) is taken as the basis).

If the date of interest payment falls on a non-working day, the interest on the Deposit shall be paid on the next banking business day. If the date of interest payment falls on a month in which there is no corresponding date, then the payment of interest on the Deposit is made on the previous last banking working day of such month included in the accounting period.

- **2.13.** The Depositor increases the deposit amount by depositing funds in the currency of the Deposit in an unlimited amount, unless otherwise provided for in the Deposit Conditions, while interest is accrued on the actual amount of the Deposit balance on the term/savings deposit account 20606/20406 from the day following the day of crediting the funds to the Deposit Account with the Bank.
- **2.14.** In case of seizure of the Deposit Account / funds in accordance with the procedure established by law, the accrual of interest on the deposit is suspended until the seizure is lifted.
- **2.15.** In the event that the Depositor does not demand the return of the Deposit amount at the end of the Deposit Term, the Deposit amount is transferred from the Depositor's account 20606/20406 "Term/Savings Deposits of Individuals" to the Client's account 20206 "Demand Deposits of Individuals" or to 22618 "Liabilities on Plastic Cards of Individuals" or to 22616 "Funds on Bank Accounts of Individuals Managed through Remote Service Systems" in accordance with the Agreement.
- **2.16.** Account 20606/20406 opened for the Client in connection with the Agreement shall be closed upon the expiry of the Deposit Term and/or termination of the Agreement.
- **2.17.** The return of funds accepted as deposits by the Bank is guaranteed by the Deposit Guarantee Fund of the Republic of Uzbekistan, in accordance with the Law of the Republic of Uzbekistan "On guarantees for the protection of citizens' deposits in banks".
 - **2.18.** The term/savings deposit agreement will be considered terminated in the event of:
- reduction (withdrawal, collection, etc.) of the deposit amount or its part by judicial or state bodies in accordance with the procedure established by law;
- the Depositor's enforcement of a part of the deposit amount before the expiration of the
 Deposit Agreement, unless otherwise provided by the Deposit Terms.

In this case, interest is paid in accordance with the procedure and on the terms of early withdrawal of the Deposit.

- **2.19.** At the request of the Client, upon the Client's application to the Bank's divisions or using the Authentication Data, through the Bank's RBS, the Bank shall provide the Client with a statement from the Deposit Account confirming the placement of the Deposit.
- **2.20.** The Deposit may be provided by the Client to the Bank as collateral for credits/loans received from the Bank.
- **2.21.** In case of erroneous crediting of funds by the Bank to the Deposit Account opened in accordance with these General Terms and Conditions, as well as in case of erroneous transfer of

funds, the Depositor grants the Bank the right and gives his/her consent (acceptance given in advance) to debit funds from the Deposit Account in the amount of the erroneously credited amounts without any additional instructions from the Depositor. Partial debiting of funds from the Deposit Account in the above cases is allowed.

2.22. In case of reduction of the basic refinancing rate by the Central Bank of the Republic of Uzbekistan, in case of non-fulfillment by the Bank of economic standards established by the Central Bank of the Republic of Uzbekistan, or occurrence of other circumstances, during the term of this Agreement, the Bank has the right to apply to the Depositor with a proposal to reduce the interest rate on the deposit.

If the Bank receives the Depositor's refusal to reduce the interest rate on the deposit or does not receive a response within fifteen days from the date of sending the written offer, the Bank has the right to terminate the Term/Savings Deposit Agreement out of court by sending the Depositor a notice of termination of the Agreement. The Agreement will be deemed terminated seven days after the date of sending a written notice of termination of the Term/Savings Deposit Agreement.

At the same time, in case of termination of the Agreement, according to this clause of the Agreement, the accrual of interest on the deposit will be carried out in accordance with the terms of the deposit.

- **2.23.** The Depositor chooses independently the type of Deposit offered by the Bank, which he can open in the Bank's branch or through RBS.
- **2.24.** The Depositor can familiarize himself with the terms and conditions of all valid Deposits in the Bank, which are posted in a public place or on the Bank's website www.ipotekabank.uz

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. The bank is obliged to:

- provide the Client with the Deposit Terms and Conditions through RBS and the Bank's branches;
- explain in detail to the Client the terms and conditions of the term/savings deposit;
- accept from the Client and credit funds in the amount specified in the Application for opening a deposit (Form №1) to his deposit account 20606/20406 "Term/Savings Deposits of Individuals";
 - accrue and pay interest in accordance with the Deposit Terms and Conditions;
- at the end of the Deposit Term, return the amount of the Deposit in accordance with the Deposit Conditions.

3.2. The depositor has the right to:

- administer the Deposit in accordance with the Current legislation;
- receive confirmation in accordance with the established procedure after crediting funds to the Deposit;
- receive information about Deposit transactions via SMS and/or RBS (the Bank's mobile application, and a personal account posted on the Bank's official website- www.ipotekabank.uz);
- administer the Deposit personally or grant the right to administer the Deposit to third parties, in accordance with the legislation of the Republic of Uzbekistan;
- in accordance with Article 762 of the Civil Code of the Republic of Uzbekistan, the
 Depositor has the right to demand early return of the Deposit or part thereof.

3.3. The depositor is obliged to:

- familiarize himself with Deposit Terms and Conditions and these General Terms and Conditions:
- on the day of signing the Term/Savings Deposit Agreement, deposit/transfer funds to the term/savings deposit in the amount specified in the Deposit Application, subject to the conditions for depositing/transferring funds to the Bank.

4. LIABILITY OF THE PARTIES

4.1. For non-fulfillment or improper fulfillment of the obligations by the parties under the

Agreement, the party that has violated the terms of the Agreement shall be liable in accordance with the procedure established in the Universal Agreement and the Current Legislation.

4.2. The parties are released from liability for full or partial failure to fulfill obligations under the agreement if proper fulfillment was impossible due to force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions, due to natural conditions, due to a delay in the fulfillment of obligations (moratorium) based on a decision of state bodies of the Republic of Uzbekistan, due to the suspension of the law or another act regulating the relevant relations.

5. OTHER PROVISIONS

- **5.1.** All disputes, disagreements, demands or claims that may arise or have arisen out of or in connection with this Agreement, including those relating to its conclusion, modification, performance, violation, termination, cancellation or non-conclusion (in whole and/or in part), shall be resolved in accordance with the procedure established in the Universal Agreement.
- **5.2.** Addition and/or amendment of the terms of the Agreement shall be carried out by agreement of the Parties by submitting an appropriate Application, except for clause 5.3. of this Agreement.
- **5.3.** In case that the Bank changes its legal or postal address, bank details and company name, the Bank notifies the Depositor by placing a corresponding announcement on the Bank's website through the media and/or by any other means at the Bank's discretion.
- **5.4.** In all matters not provided for in these General Terms and Conditions, the parties shall be guided by the provisions of the Universal Agreement and the Current Legislation.
- **5.5.** The Depositor hereby confirms that he/she has read and agrees with these General Terms and Conditions, the Deposit Terms, and the Bank Tariffs at the time of concluding the Term/Savings Deposit Agreement.

Form №1 to Appendix №4

"General conditions for opening, servicing and closing term/savings deposits of individuals"



Date

TASHKENT CITY BRANCH

Shakhrisabz Street, 30, Yunusabad district, Tashkent city. Index: 100000 https://ipotekabank.uz ipotekabank Shakhrisabz Street, 30, Yunusabad district, Tashkent city. Index: 100000 From citizen _ Living at the address_ Passport data_ **APPLICATION** ____currency deposit: I ask you to open in to obtain information about all I also ask you to install SMS notification service on the number (+998) transactions with the funds of this deposit account. I give my consent to open a deposit account and credit funds. ACCOUNT INFORMATION **Account number:** From _____ to ____ **Deposit opening amount: Equivalent in soums: DEPOSIT INFORMATION Deposit** Deposit term Interest **Interest payment procedure** Monthly Minimum amount Depending on the deposit settings Replenishment of the deposit Depending on the deposit settings Conditions for early closure Depending on the deposit settings SERVICE INFORMATION Accrue interest on e-wallet Operator-cashier (signature) To make a deposit in JSCMB "Ipoteka bank" I agree and have read the terms of the Universal Agreement and accepted them. By signing this document, I confirm that I have read and fully agree to the terms of the Universal Agreement. The full text of the Universal Agreement is available by QR or by following the link https://ipotekabank.uz

(Signature of the account holder)

CUSTOMER SERVICE

INFORMATION +998 (78) 150-11-22, info@ipotekabank.uz

INFORMATION ON DEPOSIT OPERATIONS

	Casl	h-desk-№	Name of the depositor			Account	
	Name of the branch			Date of birth		Currency type	
Name of the deposit			Annual interest		_	Term	
№	Da te	Tranaction type	Debit	Credit	Balance	Interest	