



GENERAL CONDITIONS of opening, servicing and closing of demand deposits

(comes into effect on 28.08.2024)

Tashkent 2024

APPENDIX № 3

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

**GENERAL CONDITIONS
of opening, servicing and closing of demand deposits**

1. TERMS AND DEFINITIONS

Demand Account – a demand deposit account opened by the Bank for the Client in accordance with these General Terms and Conditions for the acceptance and crediting of incoming funds, as well as the execution of Client Orders to write off, transfer and issue the relevant amounts upon first demand and the execution of other operations on the demand deposit account under the terms and in the manner stipulated in the General Terms and Conditions, the Universal Agreement and the Current Legislation.

2. GENERAL TERMS AND CONDITIONS

2.1. These General Terms and Conditions establish the procedure for opening, servicing and closing Demand Accounts, regulate the relations arising in this regard between the Client and the Bank and, together with the Client's Application for opening an account (according to Form No. 1, which is an Appendix to these General Terms and Conditions), the Universal Agreement and the Bank's Tariffs, constitute the Bank Account Agreement (hereinafter referred to in the text of these General Terms and Conditions as the "Agreement").

2.2. In order to open a Demand Account by the Bank, the Client submits an Application to the Bank (Form №1).

The Bank may require from the Client additional documents necessary for opening an Account and identifying the Client in accordance with the requirements of the Bank and the legislation of the Republic of Uzbekistan.

The Agreement is considered concluded after the Bank's acceptance of the Client's Application. The Bank's acceptance is the opening of a Demand Account for the Client. The Application completed and signed by the Client, if accepted by the Bank, is an integral part of the Agreement and confirms the Client's full and unconditional consent to the General Terms and Conditions, as well as confirms that the Client has familiarized himself with the Bank's Tariffs when submitting the Application. A copy of the Application with the Bank's marks shall be handed over to the Client at his request.

2.3. The Bank opens a Demand Account for the Client and accepts orders on the account only from the Client or his authorized representative in accordance with the current legislation of the Republic of Uzbekistan. The Bank may write off funds from the Demand Account without the order and consent of the Client or his authorized representative only in cases stipulated by the Current Legislation.

2.4. Operations on the Demand Account are carried out in accordance with the requirements of the current legislation, these General Terms and Conditions and the Bank's internal regulatory documents.

2.5. Interest for the use of funds on the Customer's Demand Account is not accrued by the Bank, unless otherwise provided by the Bank's Tariffs.

2.6. Demand account is opened for an unlimited period of time.

2.7. Demand account can be closed in the following cases:

- at the request of the Client sent to the Bank;
- termination of the Universal Agreement in the manner and on the terms established in the Universal Agreement;
- in case of material violation of the terms of the Universal Agreement by the Client;
- in other cases, provided for by the current legislation and/or internal rules of the Bank.

2.8. Demand account may be closed by the court at the request of the Bank in cases provided for by Article 788 of the Civil Code of the Republic of Uzbekistan and the current legislation.

2.9. The termination and cancellation of the Universal Agreement is the basis for the closure

of the Client's Demand Account and, consequently, the termination of the Agreement.

2.10. Changes and additions to the General Terms and Conditions are made by agreement of the Parties.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The bank undertakes:

3.1.1. At the request of the Client, when he applies to the Bank, to provide the Client with a statement of the Demand Account containing his details. Statements can be provided to the Client in paper form upon a corresponding written request. At the same time, the Client hereby confirms that he is familiar with the current Tariffs for the provision of statements in hard copy.

3.1.2. To inform the Client about the execution of each transaction on the Demand Account by providing the Client with information.

3.1.3. To store the Client's funds, credit amounts received to the Demand Account, execute the Client's Orders to transfer them, and to perform other operations provided for the Demand Account by the Current Legislation, the Bank's rules established in accordance with it and the terms of the Universal Agreement, and provide the Client with the necessary information on the execution of orders given to the Bank. In this case, in the event of insufficient funds in the Demand Account, funds will not be written off.

3.1.4. At the first request of the Client, to execute his payment order no later than the day following the day of receipt by the bank of the relevant Client's order. In this case, if the Client's Order is received after the end of the Operating Day or on a weekend or holiday (non-working day), the operations are carried out on the first Operating Day after the weekend or holiday (non-working) day.

3.2. The bank has the right:

3.2.1. To refuse to open a Demand Account in cases provided for by the Current legislation and the Universal Agreement.

3.2.2. To refuse to carry out transactions to the Client/restrict its execution on the demand account, if:

- the Bank has not received the document required for the transaction and issued in accordance with the established requirements;
- the Bank has doubts that the Order was received from the Client or the Client's representative;
- the transaction is contrary to the requirements of the legislation of the Republic of Uzbekistan or these General Terms and Conditions;
- the Bank has suspicions that the transaction is related to the conduct of an illegal transaction by the Client/the Client's representative;
- the Client's rights to dispose of funds on the demand account are limited in the manner and in cases provided for by the Current legislation;
- in case of the Client's failure to fulfill the obligations provided for by the Universal Agreement and these General Conditions, including in case of the Client's failure to provide information/documents/explanations within the time limits established by the Universal Agreement and/or the Bank's request;
- the Bank has identified transactions that meet the signs of transferring funds without the Client's consent;
- in other cases, established by the Bank's Internal Control Rules for Combating Money Laundering, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction.

3.2.3. If there are doubts about the details of payment documents, not to credit to the Client's account.

3.2.4. Not to credit to the Client's Account the amounts received on the Bank's correspondent account in case of inconsistencies in the details of SWIFT message.

3.2.5. To refuse to carry out the Operation in case of failure to provide supporting documents, or provision of documents that are not properly executed.

3.2.6. To write off funds from the Demand Account without acceptance, without any additional orders from the Client (acceptance given in advance), in order for the Client to fulfill his obligations to the Bank arising from the following transactions:

- the Agreement concluded in accordance with the Universal Agreement, including commissions established by the Bank's Tariffs;
- the loan/microloan agreement concluded between the Bank and the Client, including the principal debt, interest, penalties, fines, reimbursements and other payments provided for by the loan/microloan agreement;
- a surety agreement concluded with the Bank, in which the Client acts as a guarantor;
- other agreements concluded between the Bank and the Client.

3.2.7. In case of erroneous crediting of funds by the Bank to the Demand Account, as well as in case of erroneous transfer of funds by the Pension Fund of the Republic of Uzbekistan or its branch, including after the occurrence of circumstances entailing the termination of payments in accordance with the norms of the Current legislation, the Client grants the Bank the right and agrees (acceptance given in advance) to write off funds from the Demand Account, without additional orders of the Client, in the amount of erroneously credited to the Client's Demand Account, including at the request of the Pension Fund of the Republic of Uzbekistan or its branch that paid the funds. Partial debiting of funds from the Demand Account in the above cases is allowed.

3.2.8. To credit funds to the Demand Account using the account number belonging to the Client.

3.2.9. To refuse to accept a payment document in cases of improper execution or if the operations entrusted to the Bank contradict the Current Legislation.

3.2.10. In order to counteract money laundering, terrorist financing and financing of the proliferation of weapons of mass destruction, to require the Customer to provide information and documents that allow identifying the Customer and confirming the legality of transactions made on the Demand Account.

3.3. The Client undertakes to:

3.3.1. Perform Transactions on the Demand Account that are not related to business activities and do not contradict the Current legislation.

3.3.2. Pay the cost of the Bank's services when performing Transactions on the Demand Account in accordance with the Bank's Tariffs.

3.3.3. Conduct transactions on the Demand Account in strict accordance with the Current Legislation and local regulations of the Bank. The Client is responsible for the accuracy of the documents and data submitted for opening the Demand Account and conducting transactions on it.

3.3.4. In case of detection of funds erroneously credited to the Demand Account and/or debited from it, inform the Bank immediately.

3.3.5. Respond to notifications, requests, and other information messages from the Bank.

3.4. The client has the right to:

3.4.1. Receive information about deposit transactions when contacting the bank's office.

3.4.2. Make payments provided for by the current legislation and the terms of the Universal Agreement. Transfer of funds is carried out on the basis of the Client's Order.

3.4.3. Grant the Representative the right to dispose of the funds on his/her Demand Account.

3.4.4. Refuse to join these General Terms and Conditions at any time. In this case, the Client is obliged to submit the relevant application to the Bank.

4. LIABILITY OF THE PARTIES

4.1. The Bank shall not be liable if the details of the recipient of funds are indicated incorrectly in the payment documents submitted by the Client, which led to erroneous crediting of amounts, as well as for the legality of the suspension of transactions, seizures and write-offs of funds based on decisions (orders, etc.) of judicial and other bodies on the Client's Demand Account and the correctness of the indication in them of the grounds for the collection of funds.

4.2. In cases of untimely crediting of funds received by the Client to the Demand Account, or their unjustified debiting by the Bank from the Client's Demand Account, the Bank is liable in accordance with Article 327 of the Civil Code of the Republic of Uzbekistan, but not more than five percent of the amount of untimely credited/debited funds.

4.3. For an unreasonable delay in opening an account or evasion of opening an account after submitting all the necessary documents provided for by the acts of the Central Bank of the Republic of Uzbekistan, current legislation and the terms of the Universal Agreement, the Client has the right to collect from the Bank a penalty in the amount of half of the amount of the basic estimated value established in the Republic of Uzbekistan on the date of delay/evasion.

4.4. The Bank shall not be liable for the consequences of the execution of orders on the Demand Account issued by unauthorized persons, if the fact of the issuing order by an unauthorized person could not be found out by the Bank using the procedures provided for in these general terms and conditions and the Universal Agreement.

4.5. Responsibility for the correctness of the information contained in the Client's orders rests with the Client. At the request of the Bank, the Client undertakes to provide information and documents requested in accordance with the concluded Universal Agreement.

4.6. The Client is responsible for the accuracy of the information contained in the documents submitted to the Bank to open an account, as well as in the process of bank servicing of the account.

5. OTHER PROVISIONS

5.1. Disputes and disagreements arising from the General Terms and Conditions shall be resolved in accordance with the procedure provided for in the Universal Agreement.

5.2. The return of funds accepted to the Demand Account 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".

5.3. The Bank guarantees the secrecy of the Demand Account and transactions on it, as well as information about the Client. Information constituting bank secrecy may be provided only to the Client, his representative, as well as to third parties in the manner prescribed by the current legislation and the Universal Agreement.

5.4. The bank guarantees the safety and inviolability of funds on the deposit. Seizure of funds on the deposit or suspension of deposit operations may take place only in cases provided for by the current legislation.

5.5. If no transactions have been carried out on the Demand Account for 1 (one) year, the Demand Account is recognized as a deposit without movement. The procedure for maintaining a deposit without movement is regulated by the current legislation of the Republic of Uzbekistan.

5.6. In cases not provided for by these General Conditions, the Parties shall be guided by the provisions of the Universal Agreement.





Form №1 to Appendix №3

General Terms and Conditions for Opening, Servicing and Closing Demand Deposits



_____ BRANCH
Shakhrisabz Street, 30, Yunusabad district, Tashkent city.
Index: 100000

CUSTOMER SERVICE INFORMATION

-  +998 (78) 150-11-22,
-  info@ipotekabank.uz
-  <https://ipotekabank.uz>
-  [Shakhrisabz Street, 30,
Yunusabad district,
Tashkent city. Index:
100000](#)

From citizen _____
Living at the address _____
Passport data _____

APPLICATION

I ask you to open in _____ currency Demand deposit: _____.

I also ask you to install SMS notification service on the number (+998) _____ to obtain information about all transactions with funds of this deposit account. I give my consent to open a deposit account and credit funds.

ACCOUNT INFORMATION

Account number: _____
Deposit opening amount: _____
Equivalent in soums: _____

DEPOSIT INFORMATION

Deposit _____

Deposit term _____

Interest _____ 0% per annum

Interest payment procedure _____ No

Minimum amount _____

Replenishment of the deposit _____

Conditions for early closure _____

SERVICE INFORMATION

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>

Date _____

(signature of the account holder)

