

 <i>The Agreement for the provision of cellular radiotelephone communication services in the Postpaid system</i>				
	Number of Agreement	Date of conclusion	Personal account (ACCID)	City (the place of conclusion)

**Company** –Limited Liability Company "COSCOM" (TM "Ucell") represented by the General Director Andrey Shishkovsky, acting pursuant to the Charter.

**Registered address:** Republic of Uzbekistan, 100031, Tashkent, Yakkasaray district, 118 V. Vakhidov str.

**Bank details:** Account: 2020800000457913001 in Operation Department at JSCB "Uzsanoatqurilishbank" Tashkent, bank code 00440

**Registration details:** TAX ID 201788904, OKED 61200

<b>Client:</b>	Name of the legal entity or full name of the individual (in full)		
<b>Bank details:</b>	Bank details of the legal entity or details of the document certifying the identity of an individual		Individual Personal Identification Number
<b>Registered address:</b>	Address of the legal entity or place of permanent or temporary residence registration of an individual		

The Company on the one hand and the Client on the other hand, individually referred to as the "Party" and collectively referred to as the "Parties", have entered into this Agreement (hereinafter as the "Agreement") on the following.

### 1. Scope of contract

1.1 The Company provides cellular radiotelephone communication services (hereinafter as the "Services") in accordance with the list and volumes (Appendix "A" to the Agreement) selected by the Client, and the Client shall use them and pay for them.

### 2. Obligations of the Parties

#### 2.1. The Company undertakes to:

2.1.1. Provide the Client with a subscriber number(s) belonging to the Company for the period of validity of the Agreement, as well as provide the Client with a SIM card (ICC ID SIM CARD). The cost of the SIM card is included in the connection fee. Subscriber number and SIM-card number are specified in the Appendix "A" to the Agreement.

2.1.2. Start providing the Services to the Client within 1 (one) business day after the Client has made the prepayment in accordance with Section 4 of the Agreement.

2.1.3. In the presence of funds on the Client's personal account, provide the Client with Services in accordance with the list selected by the Client and the Company's current tariff plans and rates for the current date. The initial list of Services chosen by the Client is specified in Appendix "A" to the Agreement and may be changed later:

2.1.3.1. for legal entities - upon written application or by other means provided by the Company;

2.1.3.2. for individuals - by direct application to the sales offices, on the basis of the signed "Application for amendment of Appendix "A" to the Agreement" in the prescribed form, or by other means provided by the Company.

2.1.4. Generate invoices for the provided Services within the reporting period, provide invoices to the Client through Soliq.uz website. Provide details and invoices for payment via the method chosen by the Client.

2.1.5. Notify the Client of changes in the terms of the Agreement, tariffs for Services, the list of provided Services, the order and conditions of provision of Services, service conditions, payment procedure and form, currency of payment, through the media or in another way chosen by the Company not less than 5 (five) days before the introduction of these changes by the Company, and if these changes worsen the situation of the Client, not less than 10 (ten) days in advance. If the Client is not informed of such changes for reasons beyond the Company's control, the Company shall not be liable and shall not accept any complaints or claims in this regard.

2.1.6. If the Company receives a message from the Client, as specified in clause 2.2.4. of the Agreement, the provision of Services shall be temporarily suspended. Services provided prior to receipt of such message shall be paid for by the Client.

#### 2.2. The Client undertakes to:

2.2.1. Pay for the Services provided by the Company on time.

2.2.2. Receive invoices of the Company and pay them under the terms of the Agreement and/or the Services.

2.2.3. To make an advance payment of not less than 15% of the cost of the Services chosen by the Client.

2.2.4. In case of loss, damage, theft, missing SIM-card, immediately notify the Company:

- for legal entities - in writing;

- for individuals - in writing and/or verbally, according to the procedure established in the Company, with the mandatory identification of the Client.

If the Client fails to comply with these conditions, he/she undertakes to pay for the Services provided by the Company and received via the misplaced/lost SIM-card until the Company receives written/verbal notification (Notice) of the loss of the SIM-card and the will to suspend the provision of the Services.

2.2.5. At payment of bills in non-cash form, specify in the bank payment documents the Client's Personal Account (ACCID), assigned to the Client in the Company settlement system (billing), on which the payment is made, as well as comply with other requirements of the legislation of the Republic of Uzbekistan on non-cash settlements.

2.2.6. In case of changes in any details of the Client specified in the Agreement, within 5 (five) days from the date of their official registration, notify the Company in writing of such changes.

2.2.7. Not to transfer and not to alienate the rights and obligations under the Agreement to third parties without the written consent of the Company.

2.2.8. Undertake full responsibility and assume the risks associated with the use of materials, information, services and products: a) on the Internet; b) content providers, access to which is provided by the Company.

2.2.9. Independently get acquainted with the official information of the Company, including information about changes in the list of provided Services, tariffs, order and conditions of provision of the Services in mass media, including the official website of the Company: www.ucell.uz.

2.2.10. Prior to the use of the Services, check the status of the personal account, the amount of the disconnection threshold, the balance of available traffic minutes/megabytes, the number of SMS, to avoid unexpected costs. In this case, the Company has the right not to recalculate for the provided Services.

#### 2.3. The parties state that:

-The Parties, their affiliated (interrelated) persons and employees, in the course of performance of their obligations under this Agreement, shall not commit acts/omissions entailing violation of the requirements of the current legislative documents of the Republic of Uzbekistan in the field of combating corruption and/or having corruptive nature, including (but not limited to) giving or promising a bribe, bribery, extortion, direct or indirect consent to bribery.

-The Parties, their affiliated (interrelated) persons and employees shall refuse to motivate in any way the employees or authorized representatives of the other Party, including by providing money, gifts, gratuitous services or work aimed at ensuring that such employee or authorized representative performs any actions/omissions for the benefit of the motivating Party.

2.4. If a Party suspects that there has been or may be a violation of the provisions of paragraph 2.3. of this Agreement, the relevant Party undertakes to notify the other Party, and if there is irrefutable evidence of a violation of the norms of the legislation of the Republic of Uzbekistan in the field of combating corruption

- also the authorized bodies in accordance with the procedure prescribed by applicable law.

### 3. Rights of the Parties

#### 3.1. Company rights:

3.1.1. Change unilaterally the terms of the Agreement, tariffs, terms of service, procedure and form of payment for the Services.

3.1.2. Limit or suspend the provision of Services to all subscriber numbers of the Client in cases where:

- a) Client's failure to comply with paragraph 2.2.6. of the Agreement;
- b) reduction of the amount of the Client's personal account to a level below the disconnection threshold set by the Company;
- c) the untimely repayment of debts;
- d) the Client's violation of other terms of the Agreement, as well as in cases of violation of the rules of using the Company's tariff plans and Services;
- e) the Client causing damage to the Company, as well as other clients and/or third parties by using the Company Services by repeated attempts to activate non-existent payment cards, as well as without written consent of the Company to use the subscriber number for lotteries, voting, contests, advertising, surveys, mass mailings;
- f) installation of access gateways to the fixed communications network and IP-telephony, manufacturing with the purpose of marketing or marketing and distribution of special software or hardware for illegal (unauthorized) access to the protected computer system, and to telecommunications networks, as well as illegal (unauthorized) access to the telecommunications network for its use and passage of international traffic bypassing the established protection systems, as well as storage and creation of conditions for the functioning of special software or hardware designed for these purposes, and other activities that lead to a breakdown in the performance of the Company's equipment or communications devices;
- g) the Client (except for legal entities) transfer its subscriber numbers for use by third parties and the Company discovers such transfer;
- h) in other cases, established by the legislation of the Republic of Uzbekistan and the rules of provision of the Services, published on the official website of the Company.

Suspension means termination of the Services until the repayment/fulfillment of the Client's outstanding obligations under the Agreement and elimination of the reasons that caused the suspension of the Services.

3.1.3. Unilaterally termination of subscriber number(s) specified in Appendix "A" to the Agreement:

- a) on the expiry of 30 days after the Client's debt for non-payment for the Services provided;
- b) If the Client does not use the Services under the Agreement after the deadline specified in the current Price lists and/or in the information materials of the Company, including the official website of the Company, including the positive balance of the Client;
- c) in case of violation of sub-clauses "f" and "g" of clause 3.1.2 of the Agreement.

3.1.4. In cases of operational necessity to change the subscriber number after prior notice to the Client at least 10 (ten) days prior to changing the subscriber number(s).

3.1.5. In the process of provision of the Services, part of the Client's personal data may be transferred to third parties to ensure the continuity and correctness of the provision of the Service. By signing this contract and sending a request for connection to additional content services provided through the Company's network, the Client gives his/her consent to the transfer of the Client's personal data by the Company to third parties which provide additional content services (content providers, payment agents, etc.). Disconnecting the Client from additional content services is a withdrawal of the Client's consent to the use and processing of his/her personal data. Previously transmitted data can be stored in the appropriate systems based on the specifications of the equipment. In this case, personal data, including but not limited to traffic data and financial information, is collected, used and processed by the Company solely for the purpose of provision of the Services. Their safety and confidentiality are guaranteed by the Company in accordance with the legislation of the Republic of Uzbekistan.

3.1.6. In case of technical failures in the billing, tariffing system and scheduled/unscheduled works in the system, the Company reserves the right to continue to provide services without tariffing and to tariff the provided Services after the elimination of failures.

3.1.7. Refuse partial or full provision of the Services, in the absence of appropriate technical capabilities of the Company.

#### 3.2. Client's rights:

3.2.1. Change the selected list of Services in accordance with the procedure established by the Company.

3.2.2. Present claims to the Company on the execution of the Agreement in accordance with the laws of the Republic of Uzbekistan.

3.2.3. In the absence of debts to the Company, reissue the subscriber number(s)/Agreement in the order established by the Company.

### 4. Settlement procedure

4.1. Services under the Agreement shall be paid for by the Client in accordance with the Company's current tariffs.

4.2. The parties have agreed that all tariffs for the Services shall be specified and calculated in the national currency of the Republic of Uzbekistan, unless otherwise provided by the legislation of the Republic of Uzbekistan.

4.3. Provision of Services to the Client shall be made on the terms of prepayment, in accordance with clauses 2.2.2. and 2.2.3. of the Agreement. Pre-payment is made for each subscriber number of the Client in accordance with the selected list of Services and the current tariffs of the Company.

4.4. Payment for the Company's Services is possible to be made by the Client in one of the following ways:

4.4.1. For individuals:

4.4.1.1. by activating the Universal Payment Card in accordance with the rules on the Universal Payment Card;

4.4.1.2. by cash payment in the Company's own/dealer offices;

4.4.1.3. with a bank card of an individual;

4.4.1.4. through payment systems and agent networks, etc.

4.4.2. For legal entities:

4.4.2.1. by bank transfer (bank payment or the Client's corporate bank card).

4.4.3. Payment is considered to be completed from the moment the funds are credited to the Client's personal account.

4.5. The Reporting Period shall be one calendar month (the first day of the month is the beginning of the Reporting Period, the last day of the month is the end of the Reporting Period).

4.6. Invoices will be prepared in accordance with clause 2.1.4. Currency of payment and form of payment for used Services for Clients who are not residents of the Republic of Uzbekistan will be determined by the legislation of the Republic of Uzbekistan.

4.7. Invoices for the Services provided shall be issued by the Company after the end of the reporting period until the 10th day of the month following the reporting period in electronic form through Soliq.uz tax website and shall be paid by the Client within the time frame set by the Company. Failure to receive or late receipt by the Client of an invoice or notice of payment is not a reason for the Client to refuse to pay for the Services. Details and the invoice for payment can be requested by the Client additionally and received at his address by e-mail or in printed form in the Company's office. The Company has the right to issue payment requests to the bank account of the Client (legal entity) in acceptance and non-acceptance order, in accordance with the Regulation on non-cash payments in the Republic of Uzbekistan, at the end of each reporting period.

4.8. If the Company and the Client have several Agreements, the Company has the right to send (set off) the payments received from the Client under one of such Agreements to repay the arisen debt of the Client under the other Agreement.

4.9. Settlements for the provided Services in roaming shall be made as soon as the Company receives information about the provided Services from the roaming partner Operators.

### 5. Liability of the Parties

- 5.1. The Company shall only be liable for direct and proven losses caused to the Client. Indirect losses, moral damages, lost profits, etc., are not compensable.
- 5.2. For failure to perform or improper performance of their obligations, the Parties shall be liable as provided by the laws of the Republic of Uzbekistan and this Agreement.
- 5.3. In case of debts, temporarily, until its repayment, the provision of the Services may be suspended. If the Client fails to repay the debt, the Company has the right to charge a penalty at the rate of 0.4% of the outstanding amount for each day of delay, however, the amount of the penalty must not exceed 50% of the outstanding amount. The accrual of penalties begins from the moment the debt is incurred. If the Client fails to pay the debt after 30 (thirty) days of its formation, the Services may be terminated and the Company reserves the right to terminate the subscriber number(s) and/or terminate the Agreement unilaterally. Termination of the Agreement shall not relieve the Parties from liability for partial or full failure to perform their obligations hereunder.
- 5.4. The Parties shall be released from liability for failure to perform or improper performance of their obligations under the Agreement if such failure is the result of force majeure circumstances that arose after the conclusion of the Agreement. Force Majeure means extraordinary events or circumstances which could not have been anticipated or prevented by the Parties by the means available to them. Such "extraordinary events or circumstances" include, but are not limited to: fires, natural disasters (floods, earthquakes, etc.), military actions, acts or regulations of the authorized governing bodies of the Republic of Uzbekistan, and any other circumstances beyond the reasonable control of the Parties, the emergency nature of which the Parties could neither foresee nor prevent.
- 5.5. The Company is not responsible for inability to provide the Services, if it is caused by the actions of third parties, improper operation of the subscriber device, as well as in cases of using the subscriber device, which does not have a certificate of compliance of the Republic of Uzbekistan and/or does not meet the established requirements of the standards of the Republic of Uzbekistan.
- 5.6. The Client shall be liable for violation of the legislation in the field of telecommunications, in accordance with the current legislation of the Republic of Uzbekistan.

## 6. Termination of the Agreement

- 6.1. The Client may terminate the Agreement by notifying the Company in writing at least ten (10) days prior to the proposed date of termination.
- 6.2. The Company may terminate the Agreement upon expiration of 30 (thirty) days after the suspension of Services in accordance with clauses 3.1.2. and 3.1.3. of the Agreement without any notice to the Client.
- 6.3. Upon termination of this Agreement, the Parties shall make mutual settlements of all their obligations. The balance of funds on the Client's personal account after all mutual settlements can be claimed by the Client within the limitation period established by the legislation of the Republic of Uzbekistan in the order established by the Company. The balance of funds shall be returned in the national currency of the Republic of Uzbekistan to the Client's current account, and if the Client is an individual - to the Client's bank card.
- 6.4. Refunds are made by the Company only in non-cash form by transferring funds to the bank account of the Client.
- 6.5. Currency and procedure for refund of funds to Clients who are not residents of the Republic of Uzbekistan are determined by the current legislation of the Republic of Uzbekistan.

## 7. Miscellaneous

- 7.1. Due to natural conditions of radio-wave transmission, the Services provided to the Client may deteriorate, be interrupted or accompanied by interference, and due to their design features depend on the quality of telephone communications of other Operators of mobile and fixed networks, which are beyond the competence of the Company.
- 7.2. The Company provides the Services based on its technical capabilities and service area. The Client is familiar with the information about the Company's service area and agrees with the characteristics of the provided communication regarding its quality, reliability, rules and conditions of the Company's Services.
- 7.3. The Company reserves the right to carry out works to comply with the decisions of state authorities of the Republic of Uzbekistan, as well as those associated with industrial necessity (preventive maintenance, repair work, etc.), which may cause temporary deterioration of quality and interruption of the Services. The Client agrees that the Company shall not be liable to him if the impairments and interruptions do not exceed 24 hours continuously.
- 7.4. The Client unconditionally agrees that in the future the form of the Agreement and its terms can be changed by the Company unilaterally and replace this Agreement. From the moment of publication on the Company's official website of the new terms of the Agreement in another form (new agreement), the terms of provision of Services to Clients will be determined in accordance with the terms of the new agreement. The signing or re-signing of this Agreement is not required. In case of disagreement with the terms of the new agreement, the Client has the right to inform the Company in writing within 30 days from the date of publication of the new agreement on the official website of the Company about the refusal to accept the terms of the new agreement. Failure to submit to the Company the Client's application for refusal to accept the terms of the new agreement within the specified period, as well as the Client's performance or continuation of actions (actual use of the Services) means the unconditional and full acceptance of the terms of the new agreement by the Client instead of this Agreement. In this case, the requirement of clause 7.9 of the Agreement will not be valid.
- 7.5. The Parties have agreed that when signing the Agreement and other documents related to the conclusion, execution, amendment and termination of the Agreement, a facsimile reproduction of the handwritten signature of an authorized representative of the Company is allowed.
- 7.6. The parties shall make every effort to resolve any disagreements exclusively by negotiation. If it is impossible to eliminate the disagreements through negotiations, the Parties shall apply to the court of the Republic of Uzbekistan in accordance with the laws of the Republic of Uzbekistan.
- 7.7. In matters not regulated in this Agreement, the Parties shall be guided by the Rules of mobile communication services and other normative legal acts of legislation of the Republic of Uzbekistan, as well as internal documents of the Company, conditions and rules of the Services, published on the official website of the Company.
- 7.8. All amendments and additions to the Agreement are an integral part hereof, if they are made in writing and signed by both Parties, subject to the requirements of clause 2.1.3 of the Agreement.
- 7.9. The Agreement shall enter into force from the time of its signing by the Parties and shall be of an indefinite duration until one of the Parties expresses its desire to terminate it.
- 7.10. The Agreement is prepared in two copies in the Russian language. Both copies have the same legal effect.
- 7.11. This Agreement is published on the official website of the Company [www.ucell.uz](http://www.ucell.uz) in Uzbek, English and Russian languages having equal legal force. In case of a discrepancy, the text in the Uzbek language shall prevail.
- 7.12. Previous correspondence and negotiations between the Parties shall be no longer valid with the signing of the Agreement.

## 8. Signature of the Parties

**Client:**

**Company:**

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«COSCOM» LLC (TM «Ucell»)

Signature:

\_\_\_\_\_

Signature:

Date: « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_.

STAMP

Date:  
STAMP