

 <i>Agreement for the provision of cellular radiotelephone network services in the Postpaid system</i>				
	Agreement number	Date of conclusion of the Agreement	Account Id (Registration number)	City (place of conclusion of the Agreement)

Company - COSCOM Limited Liability Company ("Ucell" TM) is represented by Director General Vladimir Kravchenko, acting on the basis of the Charter.

Legal address: Republic of Uzbekistan, 100031, Tashkent, Yakkasaray district, st. V. Vakhidova, 118.

Bank details: Payment account: 2020800000457913001 in Operational Management at JSCB "Uzpromstroybank" Tashkent city bank, code 00440

Registration data: TIN 201788904, GCEA (general classifier of economic activity) 61200

Client:	Name of legal entity or full name of an individual (in full)		
Bank details:	Bank details of a legal entity or ID data of an individual		PIN ID (of an individual)
Legal address:	The address of the legal entity or place of permanent, temporary 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 concluded this Agreement (hereinafter referred to as the "Agreement") as follows.

1. The Subject of the Agreement

1.1. The Company provides cellular radiotelephone communication services (hereinafter referred to as the "Services") in accordance with the list and amounts (Appendix "A" to the Agreement) selected by the Client, and the Client uses them and pays.

2. Obligations of the Parties

2.1. The company undertakes:

2.1.1. Providing the Customer with a subscriber number(s) belonging to the Company for use during the term of the Agreement, and also transfer a SIM card (ICC ID SIM CARD) to the Customer. The cost of the SIM card is included in the connection cost. The subscriber number and SIM card number are indicated in Appendix "A" to the Agreement.

2.1.2. To start providing the Services to the Client within 1 (one) business day after the advance payment has been made by the Client in the manner according to Section 4 of the Agreement.

2.1.3. If there is money in the Client's personal account, provide the Client with the Services in accordance with the list chosen by the Client and the tariff plans and tariffs applicable at the Company on the current date. The initial list of Services selected by the Client is indicated in Appendix "A" to the Agreement and may be changed in the following:

2.1.3.1. for legal entities - upon written request or in other ways provided by the Company;

2.1.3.2. for individuals - by contacting sales offices directly by filling out the "Application for Amendment to Appendix A" to the established Agreement, or in other ways provided by the Company.

2.1.4. To generate invoices for the Services provided for the reporting period, provide the Client with invoices through the Soliq.uz Tax website. Provide details and invoices for payment in the manner selected by the client.

2.1.5. To notify the Client about changes in the terms of the Agreement, tariffs for the Services, the list of services provided, the procedure and conditions for the provision of Services, the terms of service, the procedure and form of payment, the currency of payment via media or in any other way chosen by the Company for at least 5 (five) days before the introduction of these changes by the Company, and in the event that these changes worsen the condition of the Client, at least 10 (ten) days in advance. If the Client is not aware of such changes for reasons beyond the control of the Company, the Company does not bear responsibility and does not accept complaints and claims in this regard.

2.1.6. Upon receipt by the Company of a message from the Client, as specified in clause 2.2.4. Agreement, temporarily suspend the provision of Services. Services provided before receiving such a message are paid by the Client.

2.2. Customer undertakes:

2.2.1. To pay for the Services provided by the Company on time.

2.2.2. To receive bills and invoices of the Company and pay them on the terms of the Agreement and/or Services.

2.2.3. To deposit at least 15% of the cost of the Services selected by the Client.

2.2.4. To notify the Company immediately in cases of loss and theft of a SIM card:

- for legal entities - in writing form;

- for individuals - in writing and/or orally form, in accordance with the procedure established by the Company, with the obligatory identification of the Client.

If the Client fails to comply with the specified conditions, he bears the obligation to pay for the Services provided by the Company received from using the lost SIM-card, up to the moment of receipt by the Company of a written/oral notification of the Client about the loss of the SIM-card and a desire to suspend the provision of the Services.

2.2.5. To indicate in the bank payment documents the Client's individual number (ACCID) assigned to the Client in the Company's settlement system (billing), the Account ID number for which payment is made while paying bills in non-cash form, and also to comply with other requirements of the legislation of the Republic of Uzbekistan on non-cash payments.

2.2.6. To notify the Company in writing form within 5 (five) days in case of changing any details of the Client specified in the Agreement from the date of its official registration.

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

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

2.2.9. To get acquainted with the official information of the Company independently, including information on changing the list of services provided, tariffs, the procedure and conditions for the provision of Services in the media, including on the official website of the Company: www.ucell.uz.

2.2.10. To check the status of the personal account, the amount of the disconnection threshold, the remaining available minutes/megabytes traffic, the number of SMS messages before starting to use the Services, in order to avoid unforeseen expenses. At the same time, the Company has the right not to recalculate for the services provided.

3. Rights of the Parties

3.1. The company has the right:

3.1.1. To amend the terms of the Agreement unilaterally, as well as tariffs, terms of service, procedure and forms of payment for the Services.

3.1.2. To limit or suspend the provision of the Services for all subscriber numbers of the Client in the following cases:

a) non-fulfillment by the Client of clause 2.2.6. of the Agreement;

b) reducing the amount of the Client's personal balance to a level below the amount of the termination threshold established by the Company;

c) untimely repayment of debt;

d) violation by the Client of other terms of the Agreement, as well as in cases of violation of the rules for using the tariff plans and Services of the Company;

e) damage by the Client to the Company, as well as to other clients and/or third parties, using the Services of the Company through the implementation of repeated attempts to activate non-existent payment cards, as well as without a written agreement with the Company, using a subscriber number to conduct lotteries, polls, contests, advertising, surveys, mass mailings;

f) installation of gateways for access to the fixed-line network and IP-telephony, manufacturing for the purpose of marketing or marketing and distribution of special software or hardware to obtain illegal (unauthorized) access to a secure computer system, and to telecommunication networks, and also illegal (unauthorized) access to the telecommunications network with the aim of using it and passing international traffic bypassing installed protection systems, as well as storing and creating conditions for the functioning of special software or hardware designed for these purposes and other measures that lead to equipment malfunction or Company communication devices;

g) transfer by the Client (other than legal entities) of his subscriber numbers for use to a third parties and the revealing of such a transfer by the Company;

h) in other cases established by the legislation of the Republic of Uzbekistan and the rules for the provision of Services published on the official website of the Company.

Suspension means the termination of the provision of the Services until the Client pays/fulfills his unfulfilled obligations under the Agreement and the elimination of the reasons that caused the suspension of the provision of the Services.

3.1.3. To terminate a subscriber number(s) specified in Appendix "A" to the Agreement unilaterally:

a) after 30 days after the arrears of the Client's debt for non-payment of the provided Services;

b) if the Client does not use the Services under the Agreement after the expiration of the period specified in the current Price Lists and/or in the information materials of the Company, including the official website of the Company, as well as with a positive balance of the Client;

c) in case of violation of subparagraphs "f" and "g" of paragraph 3.1.2 of the Agreement.

3.1.4. To change the subscriber number in cases of production need after prior notification of the Client at least 10 (ten) days before the change of a subscriber number(s).

3.1.5. In the process of providing 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 agreement and sending a request to connect to additional content services provided through the Company's network, the Client agrees to the transfer by the Company of the Client's personal data to third parties that provide additional content services (to content providers, payment agents, etc.). The Client's disconnection from additional content services is the Client's withdrawal of his consent to use and process his personal data. Previously transmitted data can be stored in appropriate systems, based on the technical characteristics of the equipment. At the same time, 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 providing the Services. Their safety and confidentiality is guaranteed by the Company in accordance with the legislation of the Republic of Uzbekistan.

3.1.6. In case of technical malfunctions in the system of accounting, billing and scheduled/unscheduled work in the system, the Company reserves the right to continue the provision of Services without tariffing and to charge the services rendered after troubleshooting.

3.1.7. To deny partial or full provision of the Services, in the absence of the relevant technical capabilities of the Company.

3.2. The client has the right:

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

3.2.2. To submit claims to the Company on the execution of the Agreement in accordance with the legislation of the Republic of Uzbekistan.

3.2.3. To renew the subscriber number(s)/Agreement in the manner established by the Company, if there is no debt to the Company.

4. Order of calculations

- 4.1. Services under the Agreement are paid by the Client in accordance with the applicable tariffs of the Company.
- 4.2. The parties agreed that all tariffs for the Services are indicated and calculated in the national currency of the Republic of Uzbekistan, unless otherwise provided by the legislation of the Republic of Uzbekistan.
- 4.3. The provision of Services to the Client is made on the basis of advance payment, in accordance with clause 2.2.2. and 2.2.3. of the Agreement. Advance payment is made for each subscriber number of the Client in accordance with the selected list of Services and current tariffs of the Company.
- 4.4. Payment for the Company's Services can be made by the Client in one of the following ways:
- 4.4.1 For individuals by:
- 4.4.1.1. activating the Single Payment Card in accordance with the rules given on Payment Cards;
- 4.4.1.2. cash payment at the Company offices/dealers sales points;
- 4.4.1.3. bank plastic card of an individual;
- 4.4.1.4. payment systems and agent networks, etc.
- 4.4.2. For legal entities:
- 4.4.2.1. by bank transfer (bank payment or corporate plastic card of the Client).
- 4.4.3. Payment is considered made from the moment the funds are credited to the Client's personal account.
- 4.5. When calculating the Parties, the reporting period is taken to 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 are generated in accordance with clause 2.1.4. The currency of payment and the form of payment for the used Services for Clients who are not residents of the Republic of Uzbekistan is determined by the legislation of the Republic of Uzbekistan.
- 4.7. Invoices for provided Services are issued by the Company after the end of the reporting period until the 10th day of the month following the reporting electronically through the Soliq.uz Tax website and are paid by the Client within the time period established by the Company. Failure to receive or untimely receipt by the Client of an invoice or notification of the need to make payment is not a reason for the Client to refuse to pay for the Services. The Client may request additional details and an invoice for payment and receive it at his address by e-mail or in printed form at the office of the Company. The company has the right to submit payment requirements to the bank account of the Client (legal entity) in an acceptance and without acceptance order in accordance with the Regulation on cashless payments in the Republic of Uzbekistan at the end of each reporting period. The Company has the right to submit payment requirements to the bank account of the Client (legal entity) in an acceptance and without 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 several Agreements are concluded between the Company and the Client, the Company has the right to send (set off) the payments received from the Client under one of these Agreements to repay the Client's debt arising under another Agreement.
- 4.9. Payments for the provided roaming Services are made upon receipt of information on the provided Services from the Operators of roaming partners.

5. Responsibility of the Parties

- 5.1. The Company is liable only for direct and proven losses incurred by the Client. Indirect losses, moral damages, lost profits, etc., are not subject to compensation.
- 5.2. For failure to fulfill or improper fulfillment of their obligations, the Parties shall be liable under the laws of the Republic of Uzbekistan and this Agreement.
- 5.3. If a debt arises temporarily, until its repayment, the provision of the Services may be suspended. In case of non-repayment of the debt by the Client, the Company has the right to charge a penalty in the amount of 0.4% of the debt's full sum for each day of delay, however, the amount of the penalty should not exceed 50% of the debt's full sum. Accrual of penalties starts from the moment of debt formation. In case of non-payment by the Client of the debt after 30 (thirty) days after its formation, a complete cessation of the Services may follow, and the Company reserves the right to terminate the subscriber's number(s) and/or terminate the Agreement unilaterally. Termination of the Agreement does not relieve the Parties from liability for partial or full failure to fulfill obligations under it.
- 5.4. The Parties shall be exempted from liability for non-fulfillment or improper fulfillment of their obligations under the Agreement if such non-fulfillment was the result of force majeure circumstances arising after the conclusion of the Agreement. Force majeure events mean extraordinary events or circumstances that could not be foreseen or prevented by the Parties by means available to them. Such "extraordinary events or circumstances" include, but are not limited to: fires, natural disasters (floods, earthquakes, etc.), military operations, actions or normative acts of the authorized governing bodies of the Republic of Uzbekistan, as well as any other circumstances beyond the reasonable control of the Parties, the extreme nature of which the Parties could neither have foreseen nor prevented.
- 5.5. The Company is not responsible for the impossibility of providing the Services, if this is due to the actions of third parties, improper operation of the subscriber device by the subscriber, as well as in cases of using the subscriber device that 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 is responsible for violation of telecommunication legislation 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 form at least 10 (ten) days before the expected date of termination.
- 6.2. The Company may terminate the Agreement after 30 (thirty) days after the suspension of the provision of the Services in accordance with clauses 3.1.2. and 3.1.3. Agreement without any notice to the Client about it.
- 6.3. In case of termination of this Agreement, the Parties must fulfill all their obligations. The residual amount in the personal account of the Client, in case of termination of the Agreement, may be returned to the Client within the limitations period established by the legislation of the Republic of Uzbekistan. The residual funds shall be refunded in the national currency of the Republic of Uzbekistan to the Client's bank account, and in case the Client is an individual on the Client's plastic card.
- 6.4. Refunds are made by the Company only in non-cash form by transferring funds to the Client's bank account.
- 6.5. The currency and procedure for the return 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. Other provisions

- 7.1. Services provided to the Client due to the natural conditions of propagation of radio waves can deteriorate, interrupt or be accompanied by interference, and due to design features depend on the quality of telephone communications of other mobile and fixed communication network operators that are outside the competence of the Company.
- 7.2. The company renders Services taking into account its technical capabilities and service area. The Client is acquainted with the information on the Company's service area and agrees with the characteristics of the communication provided regarding its quality, reliability, rules and conditions for the provision of Company Services.
- 7.3. The Company reserves the right to carry out work on the implementation of decisions of state bodies of the Republic of Uzbekistan, as well as related to production needs (carrying out preventive, repair work, etc.), which may cause a temporary deterioration in the quality and interruption of the provision of Services. The Client agrees that the Company is not liable for this if the deterioration and interruptions do not exceed 24 hours continuously.
- 7.4. The Client absolutely agrees that in the future the form for concluding the Agreement and its conditions may be changed by the Company unilaterally and replace this Agreement. From the moment the new terms of the Agreement are published on the official website of the Company in a different form (new agreement), the conditions for the provision of Services to Clients are determined in accordance with the terms of the new agreement. In this case, 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 form about refusal to accept the terms of the new agreement within 30 days from the date of publication of the new agreement on the official website of the Company. Failure to receive the Client's application to the Company within a specified period of time to refuse to accept the terms of the new agreement, equally, the fulfillment or continuation by the Client of actions (actual use of the Services) means unconditional and full acceptance by the Client of the terms of the new agreement instead of this Agreement. In this case, the requirements of clause 7.9 of the Agreement will not apply.
- 7.5. The parties agreed that upon signing the Agreement and other documents related to the conclusion, execution, amendment and termination of the Agreement, facsimile reproduction of the analogue of the handwritten signature of an authorized person of the Company is allowed.
- 7.6. The parties make every effort to resolve the differences arising exclusively through negotiations. If it is impossible to resolve the differences through negotiations, the Parties apply to the judicial authorities of the Republic of Uzbekistan in accordance with the legislation of the Republic of Uzbekistan.
- 7.7. In matters not resolved in this Agreement, the Parties are guided by the Rules for the provision of mobile communication services and other regulatory legal acts of the Republic of Uzbekistan, as well as internal documents of the Company, the conditions and rules for the provision of Services published on the official website of the Company.
- 7.8. All changes and additions to the Agreement are its integral part if they are set forth in writing form and signed by both Parties, taking into account the requirements of clause 2.1.3 of the Agreement.
- 7.9. The Agreement shall enter into force from the moment of its signing by the Parties and shall be of unlimited duration until one of the Parties has expressed its desire to terminate it.
- 7.10. The Agreement is drawn up in 2 copies in English. Both copies have equal legal force.
- 7.11. This Agreement printed in Uzbek, English and Russian languages, having equal legal force. In case of discrepancy, the Uzbek language shall prevail.
- 7.12. With the signing of the Agreement, the previous correspondence and negotiations between the Parties become null and void.

8. Signatures of the Parties

Client:

Company:

Signature: _____

Limited Liability Company
"COSCOM" ("Ucell" TM)

Signature: _____

Date: « ____ » _____ 20__.

S.P.

Date: « ____ » _____ 20__.

S.P.