

**APPROVED**

**by order of CRPT TURON LLC**

**No. 10 dated June 16, 2025**

**MEMORANDUM**

**about cooperation and interaction**

Tashkent city

Limited Liability Company “CRPT TURON” (hereinafter referred to **as the Operator**), on the one hand, and persons providing (developing, implementing) technical solutions, software and hardware (hereinafter referred to **as Solutions**) for their use by Participants of the turnover of goods subject to mandatory marking by means of digital identification (hereinafter referred to **as Turnover participants**), in the process of marking goods and/or interaction of the Decisions of the Participants of the Circulation with the National Information System for Monitoring, Marking and Tracking of Goods "ASL BELGISI" (hereinafter - **NIS "ASL BELGISI"**), or servicing the Decisions of the Turnover Participants, having joined this Memorandum (hereinafter referred to **as the Memorandum**) as a partner of the Operator (hereinafter - **the Partner**), on the other hand, jointly referred to as the Parties, in connection with the introduction of mandatory marking of goods with digital identification means, prohibition of retail sale of goods, subject to mandatory marking by means of digital identification, on the basis of information contained in **the NIS "ASL BELGISI"**, or the absence in **the NIS "ASL BELGISI"** of the necessary information about such products, have come to an agreement on the following:

1. The Parties shall carry out the actions provided for in the Memorandum in order to support for turnover participants in the field of product marking using digital identification means.

The Parties undertake to ensure the confidentiality of the information received by them from each other within the framework of the Memorandum.

The Parties agree that the Memorandum is not a preliminary agreement and does not impose any legal obligations on the Parties regarding the conclusion of the future of any agreements.

2. The following persons may join the Memorandum as Partners:

- integrators of software and hardware solutions;
- electronic document management operators;
- manufacturers of cash register equipment;
- cash register software developers;
- developers of inventory control software;
- developers of enterprise resource planning systems (ERP systems);
- manufacturers, importers of 2D scanners;

- manufacturers, importers of data collection terminals (DCT);
- manufacturers, importers of label/receipt printers;
- manufacturers, importers of markers, applicators, equipment, providing detection, automatic control and analysis of digital identification means (machine vision), or other production equipment, designed for applying and reading digital identification means;
- authorized service centers, technical service centers cash register equipment.

To join the Memorandum as Partners, authorized service providers centers, centers for technical maintenance of cash register equipment are required to:

(a) ensure that at least 50% of the engineering staff of its employees are trained materials on working with the ban on retail sale of goods subject to mandatory marking with digital identification means provided by the Operator for preparation of such materials by organizations.

Confirmation of execution by authorized service centers, centers technical maintenance of cash register equipment, the specified responsibility will be the receipt by the Operator of confirmation from the organization involved by Operator for preparation of materials.

(b) ensure the availability of information on its website in the information and telecommunications network "Internet" section on marking goods using digital identification means.

3. The person planning to join the Memorandum (hereinafter referred to as the Applicant), sends to the Operator an application for entry into the Memorandum in the form of Appendix No. 1 to Memorandum (hereinafter referred to as **the Application**), as well as a declaration drawn up in accordance with paragraph 11 of this Memorandum. Subject to a positive result of the verification of the specified documents, the Operator includes information about the Applicant in the register of the Operator's Partners, published on the official website of the Operator in the information and telecommunications network "Internet" (hereinafter referred to as **the Operator's website**), and also posts on the declaration sent by the Applicant on the Operator's website.

4. If the information provided by the Applicant is insufficient for verification Solutions, the Operator has the right to request additional information, as well as conduct inspection of a sample of the Solution and/or the conditions of its production by visiting production site or through telecommunications means.

5. Verification of information about Solutions is carried out in order to determine:

- compliance of the Solutions with mandatory requirements in the field of marking goods with digital identification means;
- technical (technological) compatibility of Solutions with the NIS "ASL BELGISI";
- applicability of the Solutions taking into account the technical (technological) specifics of the relevant groups of goods for which mandatory marking by means of digital identification has been introduced, and/or the specifics of the production of these goods;
- compliance of the Solution declared by the Applicant with the functional purpose of the Solution and/or the possibility of its use when working with marked products.

If the verification results show that the Decision does not comply mandatory requirements in the field of marking goods with digital identification means or technically (technologically) incompatible with the NIS "ASL BELGISI", or not applicable with taking into account the

technical (technological) specifics of the relevant groups of goods and/or features of the production of these goods, or does not correspond to the declared the functional purpose of the Solution, or the information contained in the Application is not true, the Operator rejects the Application.

6. In case of a negative result of the verification of the documents submitted by the Applicant documents (clauses 3, 4 of the Memorandum) the Operator notifies the Applicant of this, indicating reasons that led to an inspection negative result.

7. If the Partner starts developing/implementing the Solution after its accession to the Memorandum, the Partner provides the Operator with information about this Solution in the form of a declaration drawn up in accordance with paragraph 11 of the Memorandum. The Operator carries out an inspection of the said Solution in the manner prescribed by paragraphs 3 and 4 Memorandum.

8. The Partner expresses its consent to the Operator's use of the branded name, logo, trademark of the Partner when posted on the Operator's website information about the Partner, as well as information contained in the Declaration and other materials, provided to the Operator in accordance with the Memorandum.

9. The operator has the right to:

9.1. Receive information from Partners, including:

- on plans for the implementation of the Solutions, including the timeframes for their implementation;
- on marketing activities aimed at promoting the Solution.

9.2. Verify the information provided by Applicants/Partners.

9.3. Inspect the sample of the Solution and/or the conditions of its production by visits to the production site or via telecommunications means of communication.

9.4. Conduct thematic working groups with Partners.

9.5. Receive information on the activities of the Partners' counterparties who have attitude towards Partners' Solutions.

9.6. Receive from Partners operating as authorized service centers, centers for technical maintenance of control and cash register equipment (hereinafter referred to as CTM CCE), information on the implemented, supported, the Solutions they serve.

9.7. Conduct reconciliations with Partners operating as operators of electronic document management, in regarding the information transmitted by them to the NIS "ASL BELGISI" on behalf of and by on behalf of the Participants of the turnover.

9.8. Receive recommendations from Partners regarding possible improvements functionality of the research and information system "ASL BELGISI".

9.9. Attract Partners who perform the functions of software integrators and hardware solutions, with their consent to the experiments conducted on product marking digital identification means.

9.10. Involve the Partners of the CTM CCE in events to attract persons for connection to NIS "ASL BELGISI".

9.11. Conduct reconciliations with the CTM CCE Partners on the clients served.

9.12. Involve the Partners of the CTM CCE in resolving incidents that arise with the Participants of the turnover when working with cash register equipment, if the Participants of the turnover gave the Operator consent to provide information about incidents corresponding to the CTM CCE.

9.13. Publish on the Operator's website the register of Partners, as well as the declaration, drawn up in accordance with paragraph 11 of the Memorandum, provided by Partners.

9.14. If the Partner systematically (more than 2 times) provides the Operator with information that is not true, does not provide information or documents at the request of the Operator, refuses the Operator to conduct an inspection, provided for by the terms of the Memorandum, does not perform or does not fulfill its obligations properly under contracts with Participants of the turnover and (or) refuses to be liable to the Participants of the turnover, including not compensating the turnover participants the losses incurred by the latter due to circumstances for which the Partner is responsible under the terms of the agreements concluded with the participants of the turnover, which is confirmed by a court decision that has entered into legal force, the Operator has the right to exclude the Partner from register of Partners and remove information about the Partner and its Solution from the Operator's website.

10. By joining this Memorandum, the Partner guarantees that it will accept all necessary measures to ensure high quality the Solution developed / implemented/maintained by it, as well as the technical support for turnover participants during the operation of the Solution.

The Partner guarantees the proper fulfillment of the obligations assumed agreements concluded with the participants of the turnover, including in terms of obligations under terms of rendering services/executing works. In case of failure to fulfill or improper fulfillment of obligations under contracts the participants of the turnover, the Partner shall be liable to the participants of the turnover in accordance with the terms of the concluded contract, including for payment of damages.

11. The Declaration on the Solution is drawn up in free written form, with indicating in it:

- type of activity of the Applicant/Partner (in accordance with paragraph 2 of the Memorandum);
- the name of the Solution, its purpose, description of functional properties and technical parameters (the requirement does not apply to the Partners of the CTM CCE);
- expected cost characteristics of the Solution, taking into account the costs of its implementation (installation, commissioning, etc.) (the requirement does not apply to Partners of the CTM CCE);
- information on the timeframe for the readiness of the Solution for implementation and/or introduction (the requirement does not apply to the Partners of the CTM CCE).

Responsibility for the completeness and accuracy of the information and documents provided is borne by the Applicant/Partner.

12. The Applicant/Partner represents and warrants to the Operator that:

12.1. The information contained in the declaration, as well as other information transferred to the Operator within the framework of the Memorandum, is not attributed on the date of its provision and within the period during which the Partner is a party to the Memorandum will not be attributed to confidential information.

12.2. Transfer by the Applicant/Partner to the Operator of information contained in declarations, as well as other information within the framework of the Memorandum, the publication of such information on the Operator's website will not violate the legally protected rights of third parties persons, if the information provided contains results of intellectual property activities or information about such results. The Applicant/Partner guarantees the presence of all necessary consents from third parties (including authors, copyright holders and others) interested parties) that the Operator, without additional agreement with the Applicant/Partner or other persons during the entire period of validity (legal protection) of exclusive rights to such results of intellectual activity, have the right publish (disclose) such information on the Operator's website without specifying name/pseudonym of the authors (anonymous) and confirms that such publication is carried out in the interests of the Applicant/Partner, without any payment on the part of Operator.

12.3. Violation by the Applicant/Partner of the conditions provided for in paragraph 12 of the Memorandum, is a material breach of this Memorandum. In this case, the Operator has the right to take the measures provided for in paragraph 9.14 of the Memorandum.

13. The Partner undertakes to provide information and/or documents at the Operator's request, and also, at the Operator's request, to provide the opportunity to conduct an inspection as provided for in paragraph 9.3 of the Memorandum.

14. Partners operating as software integrators and hardware Solutions, provide the Operator with documents and information:

- on the fact of contacting the Partner by the turnover participant - the manufacturer for consultation or with a request to prepare a Solution, as well as the consent of this turnover participant to provide the specified information to the Operator;
- the technical and economic proposal of the Partner to the turnover participant, as well as the consent of the turnover participant to provide it to the Operator, which must contain the following information:
  - detailed description of the Solution;
  - equipment specification;
  - description of processes at all integration levels L1-L4;
  - technical requirements for the operation of the implemented Solution;
  - total cost of the Solution;
  - cost for each item of the specification;
  - description of the required (recommended) service work with an indication of the costs for each person/hour;
  - the present value of the Solution per unit of consumer packaging;
- - on the performance of work in the process of integrating software and hardware Solutions;
- - on the completion of integration work by the Partner.

14.1. Partners with their own software solutions implementing integration interaction with the public API of the marking system, undertake to:

- register integration products for their own software solutions in their personal account in the Operator's Partners registry;
- submit an application for an integration product to conduct:
  - initial testing after the Partner is included in the register of the Operator's Partners;
  - re-testing upon expiration of the integration product registration key issued by the Operator;
  - additional testing in the event of the implementation of a new product group in the integrated product no later than 1 (one) month before the start of mandatory marking of this product group or within 1 (one) month from the moment of implementation of this product group in the integrated product;
- obtain the status of an integration product "Approved for industrial use" based on the results of testing conducted in accordance with the approved Methodology for checking commissioning works, posted in the Partners' register in the "Knowledge Base" section.

In case of failure to fulfill any of the obligations specified in this paragraph, the Operator has the right to exclude the Partner from the register of Partners and remove it from the Operator's website information about the Partner and its Solution.

15. The Applicant becomes a Partner if the following conditions are met:

- the presence of an Application sent to the Operator with a declaration attached to it (clause 11 of the Memorandum);
- successful completion of verification of the information specified in the Application and declaration, as well as additional information requested by the Operator in accordance with paragraph 4 of the Memorandum;
- the Operator places information about the Partner in the register of the Operator's Partners, indicating the date of inclusion of the Partner in the said register;
- For Applicants of authorized service centers, centers for technical maintenance of cash register equipment, it is mandatory to comply with the requirements provided for in paragraph 2 of the Memorandum.

The Applicant becomes a Party to the Memorandum from the date of posting information about Partner in the register of the Operator's Partners, published on the Operator's website.

16. The application may be sent to the Operator via electronic document management <sup>1</sup>. The application must be signed with an electronic digital signature of the authorized representative of the Applicant.

17. If the Partner decides to implement another Solution or to change the characteristics of the Solution, information about which was previously provided to the Operator, the Partner is obliged to inform the Operator about this no later than 2 days from the date of acceptance of such Solution, and also to assist the Operator in the implementation by the Operator of the verification of the Solution specified in this paragraph, in the manner prescribed by paragraphs 3 and 4 of the Memorandum.

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<sup>1</sup>The terms of electronic document management are clarified with the Operator in the working order.

18. Persons providing (developing, implementing) Solutions who are not a party to the Memorandum are not limited in their ability to interact with the NIS “ASL BELGISI” and the Operator, and have access on a general basis to all information published by the Operator.

19. The operator has the right to unilaterally make changes/additions to terms of the Memorandum. The operator publishes a new version of the Memorandum on the website of Operator. All changes (additions) made to the Memorandum shall enter into force and become binding on the Parties from the date of their publication.

Partners who do not agree to continue to participate in this Memorandum, including in connection with the unacceptability for them of such changes/additions to the Memorandum, has the right to refuse to participate in the Memorandum by sending a notice to the Operator on refusal in the manner provided for in paragraph 16 of the Memorandum.

20. The Memorandum is an invitation for persons carrying out the types of activities provided for in paragraph 2 of the Memorandum to send Applications to the Operator with attached documents and information provided for in the Memorandum.

Publication date: June 18, 2025

*In the event of any inconsistencies or discrepancies between the translations of this Agreement, the Russian text shall be deemed authoritative and shall prevail.*

to the Memorandum of Cooperation and Interaction

**FORM**

To OOO "CRPT-TURON"

Tashkent, st. A. Kodiriy , 78

Application

on entering into the Memorandum of Cooperation and Interaction

Name of the legal entity: \_\_\_\_\_ (hereinafter referred to as the Applicant)

Applicant's Taxpayer Identification Number: \_\_\_\_\_

Address (location): \_\_\_\_\_

Applicant's contact details: \_\_\_\_\_

1. The Applicant hereby expresses its intention to consider itself a Partner - a party to the Memorandum (hereinafter referred to as the Memorandum), and proposes that CRPT TURON LLC accept the Applicant's proposal to join the Memorandum as a Partner. The Applicant confirms that the content and terms of the Memorandum are clear to it, and the Applicant undertakes to comply with the said terms in full.
2. The Applicant requests that the information on the Solution contained in the declaration attached to this application be reviewed and undertakes to assist the Operator in carrying out the verification by the Operator provided for in paragraphs 3 and 4 of the Memorandum.
3. The applicant reports that it carries out the following types of activities from the list provided for in paragraph 2 of the Memorandum:  
\_\_\_\_\_  
\_\_\_\_\_.
4. The declaration regarding the Solution proposed/developed by the Applicant, drawn up in accordance with paragraph 11 of the Memorandum, is attached.
5. The Applicant expresses consent to the posting on the website of CRPT TURON LLC in the information and telecommunications network "Internet" of information that the Applicant is a Partner within the framework of the Memorandum, as well as the declaration attached to this application.
6. The Applicant has entered into a non-disclosure agreement with the Operator regarding information constituting a commercial secret No. \_\_\_\_\_ dated "\_\_\_" \_\_\_\_\_202\_\_.

On behalf of the Applicant:

\_\_\_\_\_

Position

\_\_\_\_\_

Signature

\_\_\_\_\_

Full name

acting on behalf of

\_\_\_\_\_.