

Public offer contract for opening and servicing international virtual bank cards

This document is an official offer (public offer) of “ASIA ALLIANCE BANK” JSCB (hereinafter referred to as the Bank) and defines the standard terms and conditions of the Contract on the issue and servicing of international virtual bank cards of any natural person in national or foreign currency, accounts for which are to be opened for natural persons remotely using their mobile devices and the Bank's Mobile Application installed on them.

In accordance with Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC RUz), in the event of acceptance of the terms of the Public Offer set out below, the Client – any natural person accepting this offer, becomes the Customer (in accordance with Part 4 of Article 370 of the CC RUz, acceptance of the offer is equivalent to concluding the contract on the terms and conditions set out in the offer), and the Bank and the Client collectively – the Parties to this Contract.

In connection with the above matter, read carefully the text of this public offer and make aware of the Bank's Tariffs. If you do not agree with any point of the offer, the Bank offers you to refuse to use the services.

1. SUBJECT MATTER OF THE CONTRACT

1.1. The subject matter of this Contract is the interaction between the Client and the Bank in the provision of banking services for opening and servicing the Card Account, opening and servicing by the Bank of international virtual bank cards in national and foreign currency in accordance with this Contract and the applicable legislation of the Republic of Uzbekistan. Performance of transactions on the Client's account are to be carried out in accordance with the legislation of the Republic of Uzbekistan, laws and regulations of the Central Bank of the Republic of Uzbekistan, the rules of the Payment Systems and this Contract.

1.2. The terms and conditions of the Contract have been defined in the standard form and can be accepted by the Client by agreeing to therewith at the time the Client ticks the box (consent) in the field next to the text: “Acknowledged and Agreed to the terms of the public offer” in the Bank’s Mobile Application, which means the Client’s accession (acceptance) to this Agreement as a general principle.

2. TERMS AND DEFINITIONS

2.1. **Authorization hold** – permission granted by the Bank to conduct Transaction by means of Virtual Card, carried out in accordance with the IPS technology.

2.2. **Active balance** – the amount of funds recorded on the Client’s Card Account, within which the Client can perform Transactions using the details of the Virtual Card.

2.3. **Acceptance of the offer** – full and unconditional acceptance of the Offer by the Client through the actions specified in paragraph 1.2. of this offer;

2.4. **Authentication** is the procedure for the Client to confirm that he had contacted the Bank via Remote Service Channels to obtain information, conclude agreements, forward documents, perform transactions and other actions in accordance with the procedure specified by the terms and conditions of the Contract.

2.5. **Statement** – transaction report made by the Client using the details of the Virtual Card for a particular period of time. The Client can receive a statement through the Bank's Mobile Application, through the Bank's service departments.

2.6. **Chargeback** – repayment of money due to the Client's refusal of goods, works or services purchased using the card, approved by the supplier of goods and carried out by the supplier of goods in the form established by the Bank for crediting to the Client's Card Account. Chargeback cannot be made in cash.

2.7. **Settlement date** – the date writing off of amounts of from the Card Account for completed Transactions;

2.8. **Transaction date** – the date of the Transaction performed;

2.9. **Branchless banking (BLB)** – assembly banking services provided to the Client based on electronic exchanges transmitted (received) remotely using telecommunication systems.

2.10. **Offer contract** - the agreement between the Bank and the Client for the provision of services for the opening and servicing of international virtual bank cards.

2.11. **Identification** – determination by the Bank of the Client's data on the basis of the documents provided by him (upon the Client's personal application to the Bank to receive any banking services), as well as additionally confirmed information available in open sources and databases for the purpose of carrying out due diligence of the Client;

2.12. **Identified user** – a user with unlimited access to the functional capabilities of the Bank's Mobile Application, who has undergone the identification process and has personal data in the Bank's ABS;

2.13. **Card account** – bank account in national or foreign currency, the funds of which can be managed by means of International Virtual Bank Card.

2.14. **Client** – a natural person – the citizen of the Republic of Uzbekistan, foreign citizen or person without citizenship, who has the status of the Identified User of the Bank's Mobile Application, who has accepted the Offer, and therefore is the customer of the Bank's services under the concluded offer contract;

2.15. **Memorable word** – the word, numbers or alphanumeric sequence specified by the Client in the Bank's Mobile Application when opening a Virtual Card, used by the Bank to Authenticate the Client when he/she calls by phone to obtain reference information concerning the Card Account and Card Account Transactions.

2.16. **Call center** - the Bank unit that, after Client Authentication using the Memorable Word, provides Clients with information on the status of the Card Account, information on completed transactions, blocks the Virtual Card, provides advice on the application of the Virtual Card and other Branchless banking via telephone communication.

2.17. **International virtual bank card (hereinafter referred to as the Virtual Card)** is a bank card in the electronic form linked to a Card Account in national or foreign currency, which is payment instrument containing the mandatory bank card details required to make payments.

2.18. **International Payment System (IPS)** – International Payment System, which is the international association of banks and other credit institutions, developing and implementing, and ensuring the functioning of card programs, products and services, establishing uniform rules for settlements between participants of the International Payment System.

2.19. **The Bank's mobile application** is the software product installed on the operating system of any mobile device, by means of which the Client interacts with the Mobile Banking System.

2.20. **Minimum balance (Security deposit)** – the amount of funds on the Card account,

the amount of which is to be determined by the Bank's Tariffs, which is not available for use on the Virtual Card, i.e., is not included in the amount of the Active Balance. The Minimum balance is to be used by the Bank to pay off the debt resulting from the performance of Transactions on the Virtual Card in excess of the amount of the Active Balance. In the event that the minimum balance funds are used, it is recovered by means of funds deposited into the Card Account by the Client during the next Cash deposit.

2.21. **An offer** is a proposal addressed to one or more particular persons that is sufficiently definite and expresses the intention of the person making the offer to consider himself as having entered into the agreement with the addressee who will accept the offer. In this case, the offer is this Public Offer Contract, which is concluded between the Bank and the Client, through the acceptance of the offer by the Client (hereinafter referred to as the "Contract");

2.22. **Overdue payment** is the Client's bank debt, which arose when using the details of the Virtual Card and which was not repaid by him within 30 days from the date of occurrence of this debt.

2.23. **The Mobile Banking System** (hereinafter referred to as the System) is a banking application designed for remote receipt of banking services by Clients – natural persons, via mobile phones and an Internet browser in which the Client registers.

2.24. **Exception file** - the list of Card numbers, transactions on which are prohibited by the Bank after official request to the Bank from the Clients in connection with the compromise of the Virtual Card data. The Client submits application for placing the Virtual Card on the exception file list in accordance with the rules established by the Bank.

2.25. **Overdraft facility** – the amount of Transactions performed by means of the Card Account that exceed the Payment Limit. Overdraft facility occurs as a result of unauthorized payments, exchange rate differences when converting foreign currency, commission fees and other conditions.

2.26. **Tariffs** – Tariffs for servicing clients of "ASIA ALLIANCE BANK" JSCB approved by the authorized body of the Bank, including Tariffs for issuing and servicing bank plastic cards.

2.27. **Transaction (Operation)** – payment for goods, works and services made by the Client using the Card details (card number, its expiration date, CVC2/CVV2).

2.28. **RBE** – retail business establishment that accepts Virtual Card as payment for goods, works and services, located in the Republic of Uzbekistan or abroad, selling goods, works and services using Internet site.

2.29. **Electronic notification** – short message forwarded by the Bank to Clients in a standard form via the Internet and/or by means of mobile communications (SMS, PUSH) and/or to the Client's email.

2.30. **CVC2/CVV2** – three-digit number, which is specified in the "Details" subsection of "My Cards" section of the Bank's Mobile Application, used by the Client to confirm transactions performed by means of the Virtual Card via Internet. The Client is obliged to take measures to keep CVC2/CVV2 value of the Virtual Card secret from third parties.

3. GENERAL TERMS AND CONDITIONS

3.1. After the Client accepts the offer, the Bank opens the Card Account, Virtual Card in real time and places its details in the Bank's Mobile Application.

3.2. The Bank opens the Card Account in foreign currency in the name of the Client.

3.3. The Virtual Card is valid for three years and is to be calculated until the last day of the month of the year indicated on the front side of the Card view in the Bank's Mobile Application. Upon expiration of the Virtual Card, the Client must contact the Bank using the appropriate menu in the Bank's Mobile Application to reissue the Card.

3.4. It is impossible to use the data of the Virtual Card in the following cases:

- the Virtual Card has expired;
- the Virtual Card has been blocked at the request of the Client or at the discretion of the Bank where provided for in this Contract;
- the Virtual Card has been blocked due to three wrong entries of the CVC2/CVV2 code.

3.5. The Bank charges fees for servicing the Virtual Card and for carrying out Operations on the Virtual Card in accordance with the current Tariffs. In the event of early termination of the Virtual Card, the fees received by the Bank for servicing the Virtual Card and for carrying out Operations are not refunded.

3.6. The Tariffs and terms and conditions of this Contract may be changed, supplemented by the Bank unilaterally with notification of the Client at least ten (10) calendar days before the changes and additions come into force. If within ten (10) days the Client does not refuse or object to the changes and additions made to the Tariffs and terms and conditions of the Contract, such changes are considered accepted by the Client. Notification of the Client about changes and additions to the Tariffs and the Contract is to be performed in the following order:

- by publication of information on the official website of the Bank at the Internet address www.aab.uz;
- by publication of information on information boards in the Bank's offices;
- by other means at the discretion of the Bank.

In the event of the Client's disagreement with the changes or additions made to the Tariffs and this Contract, the Client has the right to terminate the Contract in accordance with the procedure specified in this Agreement before such changes/additions come into force.

3.7. In cases of compromise of the Virtual Card data, CVC2/CVV2 code and/or illegal use of the Virtual Card details to suspend transactions on the Card Account, the Client must immediately notify the Bank by phone: (998 71) 231-60-00, indicating the memorable word on business days from 9-00 to 18-00 Tashkent time, or block the card independently using the corresponding menu of the Bank's Mobile Application.

3.8. Any speech request from the Client to the Bank regarding the illegal use of the Virtual Card details must be confirmed by written statement (including by fax) forwarded to the Bank no later than two (2) business days after the speech request.

3.9. The Bank blocks performance of Transactions on the Virtual Card within 48 hours from the moment of receiving the message from the Client.

3.10. Upon receipt of written confirmation from the Client of illegal use of the details of the Virtual Card, containing the requirement to place the Virtual Card on the exception file, the Bank places the Virtual Card on the exception file.

3.11. Upon receipt of written rejection from the Client of the illegal use of the Virtual Card details, the Bank will unblock the Virtual Card.

3.12. The Bank's liability for the Transactions with the Virtual Card performed with the Authorization shall commence 48 hours after the Bank receives written statement/confirmation of the illegal use of the Virtual Card details.

3.15. Transactions carried out by the Client through the Online Casino are not subject to contestation.

4. PROCEDURE FOR CONDUCTING TRANSACTIONS ON A CARD ACCOUNT

4.1. In order for the Client to perform Transactions using the details of the Virtual Card, to record them and conduct mutual settlements, the Bank opens Card Account in the Client's name with the following servicing procedure:

4.1.1. The Card Account is to be maintained in the account currency.

4.1.2. The Bank does not charge interest on the actual balance of funds on the Client's Card Account.

4.1.3. The Client may perform Transactions on the Card Account only by using the details of the Virtual Card and only during its validity period.

4.1.4. To perform any Transaction using a Virtual Card, the Client must deposit the Card Account in the amount exceeding the Minimum Balance.

4.1.5. The Client can deposit the Card Account either in cash through the Bank's cash desk or on a non-cash basis: transfer from other accounts, online conversion, etc.

4.1.6. The Client may conduct conversion transactions using the Virtual Card, as well as transfers from the Virtual Card to other cards.

4.1.7. The Client, at his own discretion, manages the funds on the Card Account to pay for goods, works and services in retail business establishment that sell goods, works and services through Internet sites.

4.2. The Bank, without any additional instructions from the Client, debits from the Client's Card Account:

- amounts of Transactions performed by means of the details of the Virtual Card. When performing Transactions in other currencies, automatic conversion is to be performed at the rate set by the IPS on the day of the settlement;
- amounts of commissions charged by the Bank in accordance with the Tariffs;
- amounts of commissions charged by other banks;
- funds incorrectly credited to the Client's Card Account;
- the amount of losses incurred by the Bank as a result of the Client's violation of the terms and conditions of the Contract;
- the amount of costs actually incurred by the Bank in the event of illegal use of the details of the Virtual Card, for which the Client grants the right and instructs the Bank to write off the specified amounts without additional instructions.

4.3. For the purposes of security of using the details of the Virtual Card, there is a restriction on entering the wrong CVC2/CVV2 code of the Card. The Client agrees that in case of entering the wrong CVC2/CVV2 code three times, the Virtual Card may be blocked in accordance with the rules of IPS.

4.4. To prevent the risk of loss of the Client's funds as a result of fraudulent acts by third parties, the Bank blocks the performance of Transactions on the Virtual Card related to gambling, bets (gaming) and other high-risk types of activity. The Client has the right to apply to the Bank

with a request to provide the opportunity to conduct such Transactions using the Virtual Card, while all responsibility for possible and incurred losses is to be assigned to the Client.

4.5. The Client has the right to terminate the Virtual Card early at any time by closing it using the relevant menu of the Bank's Mobile Application or by contacting the Bank with a relevant application. After the Client closes the Virtual Card, this Contract shall be deemed terminated.

5. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

5.1. The Client has the right to:

5.1.1. Use the Virtual Card to conduct Transactions in accordance with this Contract, within the Active Balance, taking into account applicable legal requirements of the Republic of Uzbekistan, as well as the terms and conditions of the Contract, the rules of the IPS and the assurances given by them in accordance with the Compliance Clause (Appendix No. 1 to this Contract).

5.1.2. Replenish the Card Account in cash through the Bank's cash desk or by bank transfer, taking into account applicable legal requirements and the terms and conditions of the contract.

5.1.3. Receive written and oral information on the status of the Card Account, the statement of the Card Account upon personal application to the Bank with personal identification document, as well as by telephone, provided that the Memorable Word is to be indicated. As well as receive information concerning the operation of the Card Account using the corresponding menu of the Bank's Mobile Application.

5.1.4. Apply to the Bank with a request to provide the opportunity to conduct Transactions with a high risk of fraud, described in paragraph 4.4. of the Contract.

5.1.5. Contact the Bank with a request to conduct investigation regarding the Transaction performed by means of the Virtual Card with which he does not agree, as well as to return the amount of this Transaction. In this case, the Client undertakes to reimburse the Bank for all expenses related to conducting this investigation and returning the amount of the Transaction.

5.1.6. The Client has the right to terminate the Virtual Card early at any time, to terminate this Contract in accordance with paragraphs 7.2. and 7.3. of this Contract, by closing the Virtual Card using the corresponding menu of the Bank's Mobile Application or by contacting the Bank with a corresponding statement.

5.2. The Bank has the right to:

5.2.1. Verify accurate and complete information provided for identification. In the event of discrepancies or inaccurate information being discovered, refuse to open/reissue the Virtual Card to the Client.

5.2.2. Without further acceptance (without obtaining additional consent from the Client), write off funds from the Client's Card Account in accordance with paragraph 4.2. of this Contract.

In the event of detection of any faulty entry regarding the crediting of funds to the Card Account and/or the debiting of funds from the Card Account, make the appropriate correction without obtaining the Client's written consent by crediting funds to the Card Account and/or debiting funds from the Card Account according to the established procedure.

5.2.3. Without prior notice to the Client, suspend (block) or terminate the Virtual Card and take the necessary measures for this purpose on the occurrence of any of the following:

- in the event of the Client's violation of the terms and conditions of the Contract, the

requirements of international payment systems and the legislation of the Republic of Uzbekistan, and the assurances given by him in accordance with the Compliance Clause (Appendix No. 1 to this Contract);

- if the Client provides the Bank with incomplete and/or false information;
- makes a third attempt to enter the wrong CVC2/CVV2 code. In this case, the Bank blocks the Virtual Card;
- in the event of rise of suspicions of unauthorized use of the Virtual Card details, upon detection of Transactions that contradict current legislation, upon receipt of information from the International Payment System concerning possible unauthorized use of the Virtual Card details, as well as in the presence of other grounds that may result in damage to the Bank and/or the Client;
- in the event that the Bank receives requests from government bodies in accordance with current legislation.

5.2.4. During the entire term of the Contract require the Client to submit to the Bank documents necessary for its identification, as well as documents required for applications processing for questioned Transactions and making informed decisions on them, and make copies of them.

5.2.5. In order to obtain objective data on the questioned transaction, contact IPS with a request to provide supporting documents from the acquiring bank. If the acquiring bank provides documentary evidence of the validity of the questioned transaction, the costs of obtaining supporting documents will be charged to the Client.

5.2.6. Provide notifications (requirements) to the Client by sending SMS to the phone number or email specified by the Client.

5.2.7. Set a limit on transactions on the Virtual Card.

5.2.8. Conduct cashback projects, special promotions and rewards programs that are to be conducted in accordance with the Bank's decisions.

5.2.9. Interact with the Client, including by means of telephone conversations on the telephone number available to the Bank, in order to obtain confirmation from the Client of the legality of the Transactions performed with the Card.

5.2.10. Block the Card and the Card Account in the absence of transactions on the Card Account for 12 months, provided there is a balance on the Card Account. Further on, when the Client applies for repayment of money on the blocked Card Account, the Bank, after receiving the relevant written application, issues them to the Client in cash or, at his instruction, transfers them to another account no later than seven days;

5.2.11. Terminate this Agreement unilaterally according to the procedure established by paragraphs 7.4. -7.6. of this Contract.

5.2.12. Reject to accept the Client's application to chargeback (open a dispute) conducted through the Online Casino.

5.3. The Client undertakes to:

5.3.1. Comply with the legislation, the internal bank regulations established in accordance with it, the rules of payment systems, the requirements of the Contract and the assurances given by it in accordance with the Compliance Clause (Appendix No. 1 to this Contract).

5.3.2. When performing the identification procedure, provide the Bank with documents and information that are genuine and valid on the date of submission.

5.3.3. Notify the Bank immediately of all changes related to the Contract, changes in the first name, patronymic, last name, residential address (registration), passport data required to identify the Client, as well as changes in telephone numbers. Immediately submit to the Bank documents confirming the above changes.

In case of a change of surname, first name or patronymic, contact the Bank with written application for reissue of the Virtual Card.

5.3.4. Pay/reimburse by the due date:

- commission fees, other amounts stipulated by the Bank's Tariffs;
- amounts of Transactions performed using the details of the Virtual Card;
- the amount of the arisen overspending in accordance with paragraph 5.3.7.

of the Contract;

- amounts incorrectly credited by the Bank to the Card Account;

- amounts of Transactions performed in violation of this Contract, amounts related to the prevention and investigation of illegal use of the Virtual Card details, as well as violation of the terms and conditions of this Contract and enforced collection of the Client's debt in accordance with actual expenses.

5.3.5. Do not transfer the details of the Virtual Card and do not let know the CVC2/CVV2 code and Memorable Word to third parties. Take all measures to prevent the unauthorized use of the details of the Virtual Card.

5.3.6. Be responsible for all transactions performed using the Virtual Card, including transactions performed by third parties with or without the knowledge of the Client, as well as for transactions that, in accordance with the rules of IPS, may be performed without Authorization.

5.3.7. Perform transactions on the Virtual Card within the Active Balance, monitor the occurrence of excess debt and prevent its occurrence. In the event of debt creation, i.e. when performing transactions on the Virtual Card for the amount exceeding the total balance on the Card Account (overspending of funds), (including in the case where the transaction has been carried out without Authorization), pay off the entire amount of the debt within thirty (30) calendar days from the date of its creation.

5.3.8. Notify the Bank in writing of funds incorrectly credited to the Card Account that do not belong to the Client within ten (10) calendar days from the moment this fact discovered, and ensure in such cases that there are sufficient funds in the Card Account for the Bank to debit the incorrectly credited funds without acceptance.

5.3.9. Do not perform transactions using the Card details after its expiration date.

5.3.10. In cases of illegal use of the Virtual Card details to suspend Transactions on the Card Account, immediately notify the Bank. If the notification was made orally, confirm your oral notification with written statement no later than two (2) business days (clause 3.8. of the Contract).

5.3.11. In the event of return to the merchant of a purchase paid for using Virtual Card, do not demand that the merchant return the purchase price in cash. The above-mentioned reimbursement can only be made to the Card Account by bank transfer.

5.3.12. To reissue Virtual Card upon expiration of its validity period, use the appropriate menu of the Bank's Mobile Application to contact the Bank to reissue the Card.

5.3.13. Immediately provide the Bank, upon its request, with the documents specified in paragraph 5.2.10. of this Contract.

5.3.14. Not to transfer Mobile Devices for use by third parties and ensure the safety of the information contained in the Mobile Device;

5.4. The Bank undertakes to:

5.4.1. Open the Card Account and Virtual Card in the Client's name in accordance with the terms and conditions of this Contract.

5.4.2. Make aware the Client of the Bank's Tariffs and notify the Client of changes to the Tariffs in accordance with the procedure specified in this Contract.

5.4.3. Debit the Client's Card Account for the amounts of transactions that reduce the balance of funds on the Card Account, as well as for the amounts of the Bank's commission fee for performing the specified Transactions.

5.4.4. Conduct crediting of the Client's Card Account when depositing funds for the purpose of replenishing the Card Account, as well as in the event of refund of payment on the Virtual Card.

5.4.5. Provide, on the basis of the Client's application, account statement in accordance with the current Tariffs of the Bank.

5.4.6. Upon receipt of written confirmation by the Client of illegal use of the Virtual Card details, containing the requirement for filing the Virtual Card on the exception file, put the Virtual Card on the exception file. Upon receipt of written contestation by the Client of illegal use of the Virtual Card, unblock it.

5.4.7. Reissue the Virtual Card in the event of its expiration and the Client's application to the Bank using the relevant menu of the Bank's Mobile Application.

5.4.8. Based on the Client's application and in accordance with the regulations of IPS, conduct investigation (in particular, obtain copies of receipts from the acquiring bank and, if possible, details of the completed transaction) on the Transaction that is not recognized by the Client. The Bank shall take all reasonable and available measures to return the amount of the Transaction that is not recognized by the Client.

5.4.9. Provide the Client with consultations on the use of the Virtual Card and the payment technology stipulated by the Bank's Tariffs.

5.4.10. In the event of termination of the Contract, return to the Client cash balance (including the amount of the Minimum Balance) placed on the Account by bank transfer to the Client's account opened with the Bank or cash in hand at the discretion of the Client.

6. LIABILITY OF THE PARTIES.

6.1. The parties shall be liable for failure to perform or improper performance of obligations under this Contract in accordance with the legislation of the Republic of Uzbekistan.

6.2. The Client shall be liable for the accuracy of all information provided to the Bank.

6.3. The Client shall be liable for improper performance of his obligations under this Contract.

6.4. The Client shall be liable for all Transactions performed using the details of the Currency Card from the moment it is opened by the Bank. The Client confirms and guarantees that he is familiar with the currency legislation of the Republic of Uzbekistan and undertakes to ensure compliance with it when performing Transactions using the Currency Card. The Client shall be liable for violation of the currency legislation of the Republic of Uzbekistan.

6.5. Damage caused to the Bank as a result of nonperformance or improper performance of the Contract by the Client shall be subject to unconditional reimbursement by the Client.

6.6. The Bank shall be liable for delayed blocking of the Card.

6.7. The Bank shall be responsible for maintaining banking secrecy regarding Card Account Transactions. Information concerning the Card Account and Transactions may be disclosed by the Bank to third parties only in cases where such disclosure is the Bank's obligation under the legislation of the Republic of Uzbekistan, or in other cases with the consent of the Client.

6.8. The Bank shall not be liable for the Client's performance of Transactions that are contrary to the legislation of the Republic of Uzbekistan.

6.9. The Bank shall not be liable in cases of failure by the Client to comply with the terms and conditions of this Contract, as well as in situations beyond the Bank's control.

6.10. The Bank shall not be liable for the Client's losses arising as a result of technical malfunctions on the part of IPS or its other participants.

6.11. The Bank shall not be liable for any service failures related to equipment, power supply systems and/or communication lines or networks that are provided, operated and/or maintained by third parties.

6.12. The Parties shall not be liable for failure to perform their obligations under this Contract if such non-fulfillment or partial non-fulfillment was the result of the adoption by state authorities and administration of acts (suppressive measures) or force majeure circumstances, which include: war, earthquake, fire, strike or other disasters, as well as failures of software, power supply and data transmission systems being no through their fault. The Parties are obliged to immediately notify each other in writing of the beginning and end of such circumstances.

Circumstances of insuperable force will be considered force majeure if confirmed by the competent public authorities.

6.13. The Bank shall not be liable for any transactions related to gambling, bets (gaming) and other high-risk activities, as well as for losses incurred as a result of such transactions.

7. CONTRACT TERM AND TERMINATION

7.1. This Contract shall be deemed concluded from the moment of acceptance of the offer by the Client and shall remain in full force and effect for an indefinite period.

7.2. The Client may at any time unilaterally terminate this Contract and terminate the Virtual Card early by closing it using the relevant menu of the Bank's Mobile Application or by contacting the Bank with corresponding application. After the Client closes the Virtual Card and receives cash balance from the Card Account, this Contract shall be deemed terminated.

7.3. The return of cash balance of recorded on the Card Account, at the Client's request, is to be carried out in the following order:

- the amount of funds available on the Card Account is to be returned to the Client by transferring it by the Bank to another card account opened with the Bank;
- given cash advances through the Bank's cash desk.

The Client selects the method for returning cash balance using the corresponding menu of the Bank's Mobile Application.

7.4. The Contract may be terminated by the Bank unilaterally and the Card Account closed

in the following cases:

- the Client's refusal to accept the changes and additions made by the Bank to the Tariffs and this Contract (clause 3.6. of this Contract);
- the Client's violation of the terms and conditions of this Contract, the regulations of IPS, the requirements of the legislation of the Republic of Uzbekistan and the assurances given by him in accordance with the Compliance Clause (Appendix No. 1 to this Contract), provided that there are no outstanding obligations of the Client on the date of termination of the Contract;
- if there are no transactions on the Card Account for 12 months, if there is no balance on the Card Account and the Client has no obligations to the Bank under this Contract.

The Bank's notice of intention to terminate the Contract on the above-mentioned grounds shall be forwarded to the Client within 10 calendar days after the occurrence of the circumstances specified in paragraph 7.4. of this Contract.

7.5. Cash balance on the Card Account is to be transferred and given to the Client in cash through the Bank's cash desk.

7.6. Termination of this Contract constitutes ground for closing the Card Account.

8. DISPUTE SETTLEMENT

8.1. All disputes and disagreements arising during the execution of this Contract shall, if applicable, be resolved through negotiations between the Parties.

8.2. Disputes for which the agreement has not been reached shall be resolved in the civil court under the current statutory procedure of the Republic of Uzbekistan.

9. FINAL REGULATIONS

9.1. By entering this Contract, the Client confirms that he/she aware of the Bank's Tariffs.

9.2. Any notice from the Bank shall be deemed to have been submitted and correspondence shall be deemed to have been received by the Client on the third working day from the date of its dispatch to the Client's last known registered address. The date of dispatch of the notice shall be determined by the postmark.

9.3. Outstanding matters by the Contract shall be governed by the legislation of the Republic of Uzbekistan.

COMPLIANCE CLAUSE

1. Aim and definitions

- 1.1. The aim of this Compliance Clause (hereinafter referred to as the “**Clause**”) is to minimize compliance risks for the parties to the Agreement arising in the areas of “Combating money laundering, financing of terrorism and financing of the proliferation of weapons of mass destruction” (hereinafter referred to as “**AML/CFT/CFM**”), “Corruption and bribery control” (hereinafter referred to as “**CBC**”), “Sanctions and export control measures” (hereinafter referred to as “**Sanctions**”).

Money laundering is the process of giving a legal appearance to the possession, use or disposal of funds or other property obtained as a result of committing a crime.

Terrorism financing is the provision of funds or financial support to terrorists and terrorist activities.

Corruption is the illegal use by a person (bank employees) of their position or official position for personal or other persons' benefit, or the illegal presentation of such benefit.

Bribery is the giving, promising, permitting, receiving or transferring of something of value with the purpose of influencing the recipient and causing them to take illegal actions, or a situation where the recipient's acceptance of the benefit is illegal.

Sanctions are economic or financial restrictions, or trade embargoes, imposed, prescribed or put into effect by government bodies of the relevant jurisdiction.

Sanctions list is a register of individuals and/or legal entities, territories, countries, goods and services subject to sanctions.

Export Control means laws or regulations relating to the regulation of the import, export, re-export, transfer, release, shipment, transfer or any presentation or receipt of goods, technology, technical data, software or services, and any laws or regulations of a similar nature applicable and enforced by governmental authorities.

Sanctions Risk is the possibility that a Bank Transaction Services Entity, its founder, beneficiary or controlling person will be subject to US, EU or other sanctions adopted by states and international jurisdictions.

Blocked Person means any person (a) whose property or right to property is blocked by any Sanctions, (b) who is designated as an asset freeze subject to Sanctions, (c) who is prohibited from dealing under relevant Sanctions or export controls, or (d) who is owned or controlled by any such person.

Financial fraud is the commission of illegal actions in the sphere of monetary circulation by means of deception, abuse of trust and other manipulations for the purpose of illegal enrichment.

Customer means a party, legal entity or individual, specified in the Agreement with “ASIA ALLIANCE BANK” JSCB (hereinafter referred to as the “**Bank**”), to whom this Compliance Clause apply.

Affiliate is an individual or legal entity capable of influencing the customer's activities.

Correspondent bank is a bank that has a business relationship with “ASIA ALLIANCE BANK” JSCB and carries out payments, settlements and other transactions on behalf of the Bank based on a correspondent agreement.

2. Legal basis.

2.1. Within the framework of this Clause, the Bank shall comply with the Legislation of the Republic of Uzbekistan and adhere to international standards.

2.2. The following documents are related to local requirements:

- Criminal Code of the Republic of Uzbekistan.
- Law “On Combating Corruption”.
- Law “On Combating Money Laundering and Financing of Terrorism”.
- “Internal Regulations Concerning Combating Money Laundering, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction in Commercial Banks” No. 2886 dated 23.05.2017.
- Bank Procedures in the Spheres of AML/CFT/CFMD, CBC and Sanctions.

2.3. The following documents are related to international standards:

- Recommendations¹ of the Financial Action Task Force on Money Laundering (FATF).
- ISO 37001:2016 is an international standard² containing an international model for building an effective anti-corruption system in an organization.
- Sanctions lists of the UN, OFAC (Office of Foreign Assets Control of the US Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, Great Britain and Northern Ireland) and authorized bodies of other foreign states³ and international organizations, as well as other officially announced lists of sectoral sanctions and/or export controls.
- Requirements of the Bank's correspondent banks in the field of AML/CFT/CFMD, CBC, Sanctions.

3. Customer's Representations

3.1. When entering into contractual relations with the Bank, the Customer represents the Bank that it will comply with the Legislative documents specified in paragraph 2.2., as well as the international standards specified in paragraph 2.3. of this Clause, in particular, the Customer:

- shall not launder money or finance terrorism within the framework of contractual relations with the Bank;
- shall not participate in financial fraud within the framework of contractual relations with the Bank;
- shall not offer or provide a bribe to an employee of the Bank, does not take a bribe from an employee of the Bank;
- shall not offer or provide a bribe to third parties on behalf of the Bank;

¹ <https://www.fatf-gafi.org/>

² <https://www.iso.org/ru/iso-37001-anti-bribery-management.html>

³ The G7 countries are France, the USA, Great Britain, Germany, Japan, Italy and Canada.

- shall not enter into agreements, does not carry out banking operations with a party that is on the sanctions lists within the framework of contractual relations with the Bank;
- shall not enter into agreements, does not carry out banking operations with a party whose affiliate is on the sanctions lists within the framework of contractual relations with the Bank;
- shall not enter into agreements, does not carry out banking operations with third parties on goods and services subject to export control;
- shall not carry out banking operations through banks that (including affiliates of which) are on sanctions lists;
- shall ensure full and transparent provision of documents and information on transactions, contracts, participants in transactions, goods and services, and movement of funds within the framework of contractual relations with the Bank;
- shall not intend to carry out any illegal operations that contradict the Legislation of the Republic of Uzbekistan and international standards;
- shall release the Bank from liability to compensate for damages, costs, losses, obligations, fines, penalties and / or expenses (including attorney's fees and fees) arising from the Customer's failure to comply with this Disclaimer.

4. Rights of the Bank.

- 4.1. If the Customer violates the requirements of paragraph 3 of this Clause, the Bank has the right to unilaterally terminate the contractual relationship with the Customer.
- 4.2. In the event of risks of sanctions or other restrictive measures being applied against the Bank by correspondent banks, the Bank has the right to refuse to open an account and carry out banking operations.