

Public Offer Agreement

for Issuance and Servicing of International Bank Cards for Individuals

This document shall be an official offer (Public Offer) of JSCB «ASIA ALLIANCE BANK» (hereinafter referred to as «the Bank») and determines standard terms and conditions and procedure of servicing the Bank's clients - individuals (hereinafter referred to as «the Client»), when providing them with services on issuance and servicing of international bank cards.

In accordance with Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (hereinafter referred to as the «Civil Code of the RUz»), in case of acceptance of the following clauses of the Public Offer, application to the Bank with an Application for opening of an SCA and issue of a bank card in national/foreign currency (hereinafter referred to as the «Application») and submission of necessary documents, the Client which is a natural person, who accepts this offer, becomes the Client (in accordance with Part 4 of Article 370 of the Civil Code of the RUz, acceptance of the offer is equivalent to conclusion of the agreement on the terms and conditions set forth in the offer), and the Bank and the Client together are the Parties to this Agreement.

In connection with the above, please read the text of this Public Offer carefully and familiarize yourself with the Bank's Tariffs. If you do not agree with any clause of the offer, the Bank invites you to refuse to use the services.

1. Subject Matter of the Agreement

1.1. This Agreement determines the terms and conditions of opening and maintenance of the Client's special card account with the Bank, establishes the procedure for issue, maintenance and use of international bank cards issued by the Bank, and regulates the relations arising in connection therewith between the Client and the Bank. Transactions on the Client's account shall be executed in accordance with the legislation of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, rules of Payment Systems and this Agreement.

1.2. The terms and conditions of the Agreement are defined in a standard form and may be accepted by the Client by agreeing to them when submitting the Application. Submission of the Application and submission of the required documents shall mean the Client's adherence to this Agreement as a whole.

The Agreement shall be deemed concluded from the moment of registration of the Client's Application with the Bank.

2. Definitions

Public Offer Agreement is this Agreement, which is concluded between the Bank and the Client through acceptance of the offer by the Client (hereinafter referred to as the «Agreement»).

Acceptance of the offer is full and unconditional acceptance of the offer by the Client by performing the actions specified in clause 1.2. of this offer.

The client is a natural person:

- a citizen of the Republic of Uzbekistan;
- a foreign citizen or stateless person is a resident of the Republic of Uzbekistan who has registration at the place of permanent residence in the territory of the Republic of Uzbekistan;
- a foreign citizen or stateless person is non-resident of the Republic of Uzbekistan, who has registration at the place of temporary residence in the territory of the Republic of Uzbekistan and has received a PINFL, not being an individual entrepreneur, in whose name a special card account has

been opened in accordance with the current legislation of the Republic of Uzbekistan, regulatory documents of the Central Bank of Uzbekistan for making Transactions with the Card/ Card details and an international bank card has been issued.

Cardholder is a Client in whose name the Bank has issued the Card.

Special Card Account (SCA) is a bank account opened by the Bank to the Client for making settlement Transactions in national/foreign currency, not related to entrepreneurial activity or private practice, using the Card/ Card details.

Card is a basic personalized international debit card issued to the Card account in the Client's name, an additional personalized international debit card issued to the Card account in the Client's name. The Card is an instrument for making Transactions on the SCA.

International Payment System (IPS) is the payment system «VISA Inc»/»Mastercard Inc.»/»UnionPay», which is an international association of banks and other credit organizations, which develops and implements and ensures the functioning of card programs, products and services, establishes common rules of settlements between members of the International Payment System.

TSE means a trade service enterprise, a merchant, that accepts the Card as payment for goods, works and services, located in the Republic of Uzbekistan or abroad. To accept the Card for payment, the TSE uses a point-of-sale terminal or other equipment with the help of which the TSE checks the possibility of payment with the Card.

ATM is an electronic software and hardware complex designed for cash withdrawal Transactions with the Card in self-service mode, as well as for making payments and receiving reference information on the Card. Transactions at the ATM shall be carried out with the Card and PIN code input.

PIN-code is a personal identification number, which is an analog of the Cardholder's handwritten signature. Entering the PIN-code when making a Card Transaction is a certification of the Cardholder's right to dispose of funds on the SCA. Disclosure of the PIN code to third parties is prohibited. Transactions made with the use of the PIN-code of the Card are recognized as made by the Cardholder.

Authorization means an authorization granted by the Bank to perform a Transaction using the Card, performed in accordance with the IPS technology.

Transaction (Operation) is a payment for goods, works and services or receipt of cash made by the Cardholder with presentation of the Card or Card details (card number, expiration date, Cardholder's name, CVV2) for payment, in case, for example, when Transactions are carried out in the Internet.

CVV2 is a three-digit number on the back the Card used by the Cardholder to confirm transactions via the Internet. The Cardholder is obliged to take measures to keep the CVV2 value secret from third parties.

3D-Secure service is a technology of additional protection and confirmation of online payments made with the Card. It allows to establish the identity of the cardholder by its number and code, which the Bank sends to the Client's cell phone. The service is mandatory for Clients.

Refund payment is any cash refund due to the Cardholder's refusal from the goods, works or services purchased with the Card, approved by the Points of sales and performed by the Points of sales in the prescribed form for crediting the Client's SCA, as well as cash refund initiated by the Bank. The refund cannot be made in cash.

Security deposit is an amount of funds on the SCA, the amount of which is determined by the Bank's Tariffs, which is not available for use on the Card, i.e. is not included in the amount of the Active balance. The minimum balance shall be used by the Bank for repayment of debts resulting from Card Transactions in excess of the amount of the Active Balance. In case of using the funds of the security

deposit, it shall be restored at the expense of the funds deposited to the Client's SCA at the next SCA replenishment.

Active balance is the amount of funds accounted on the Client's SCA, within which the Cardholder can carry out Transactions with the use of the Card / Card details.

Stop List is a document containing a list of Card numbers for which Transactions are prohibited. It is maintained by the International Payment System based on information from issuing banks.

Tariffs are Tariffs for servicing clients of JSCB «ASIA ALLIANCE BANK» approved by the authorized body of Bank, including, inter alia, Tariffs for issuance and servicing of international bank cards.

3. General Provisions

3.1. In order to open an SCA and issue a Card, the Client submits the following documents to the Bank:

- application for issue of a bank card in the form established by the Bank;
- passport or other identity document in accordance with the laws of the Republic of Uzbekistan;
- a copy of the voucher (from a travel agency) or airline ticket for Travel products;
- other documents stipulated by the legislation of the Republic;

When ordering a card via the Bank's mobile application, the identified user selects the type of card and pays according to the Tariffs;

3.2. The Bank opens an SCA in national/foreign currency in the Client's name;

3.3. To issue the Card, the Client shall pay the Bank's fees set out in the Bank's current Tariffs.

3.4. The Bank shall issue the Card within 3 (three) business days and hand it over to the Client in a closed envelope upon presentation of the Client's identity document. The Client shall personally open the envelope and set the PIN code using a POS- terminal in the Bank's office.

3.5. The validity period of the Card shall be three years and shall be calculated until the last day of the month of the year indicated on the face of the Card.

3.6. The Bank may issue and keep in effect no more than five Cards with SCA in the national currency of RUZ.

3.7. On the basis of the Client's application, additional cards may be issued to the SCA with charging fees in accordance with the Tariffs.

The Client has the right to terminate the validity of an additional card ahead of schedule at any time. In this case, the Client must submit a relevant Application to the Bank with a request to terminate the validity of the additional card and return the additional card.

3.8. The Card is provided by the Bank to the Cardholder for use and is not subject to mandatory return upon expiration of its validity period

3.9. The use of the Card is not possible in the following cases:

- the validity period of the Card has expired;
- The Card is blocked at the request of the Cardholder or on the initiative of the Bank in cases provided for by the Agreement;
- The card is blocked due to entering the PIN code incorrectly three times;
- The card is damaged due to external influences.

3.10. The Bank shall charge fees for the maintenance of the Card in accordance the effective Tariffs. At the same time, in case of early termination of the Card, the fees received by the Bank for the Card maintenance and Transactions shall not be refunded.

3.11. The Bank is entitled to make amendments/additions to the Tariffs and this Agreement without concluding an additional agreement, with obligatory notification of the Client at least 10 (ten) calendar days before the amendments/additions come into force. The Client shall be notified in one of the ways chosen by the Bank:

- 1) posting information on the Bank's official website www.aab.uz;
- 2) placement of announcements on information stands in the Bank's offices;
- 3) or otherwise at the discretion of the Bank.

If the Client fails to object to the amendments/additions made by the Bank within 10 days, such amendments/additions shall be deemed accepted by the Client. If the Client does not agree with the changes/additions made, he/she shall be obliged to submit a written refusal, an application for closing the account and return the Card(s) to the Bank within the term specified in this clause.

3.12. In case of loss of the Card, compromise of the Card data, PIN code and/or illegal use of the Card/Card details to suspend Transactions on the SCA, the Client shall immediately block the Card via the Bank's mobile application or notify the Bank by calling the Contact Center phone number specified on the Bank's official website www.aab.uz, specifying his/her full name, series and number of the identity document.

3.13. Any oral application of the Client to the Bank about loss, theft or unauthorized use of the Card must be confirmed by a written statement (including by fax) sent to the Bank not later than 2 (two) business days after the oral application.

3.14. The Bank shall block the execution of Transactions on the Card within 48 hours after receiving a notice from the Client.

3.15. Upon receipt of a written confirmation by the Cardholder of the loss, theft or illegal use of the Card / Card details, containing a request to place the Card on the Stop List, the Bank shall place the Card on the Stop List.

3.16. Upon receipt of the Cardholder's written refutation of the loss, theft or illegal use of the Card, the Bank shall unblock the Card.

3.17. The Bank's liability for the Card Transactions made with the Authorization shall arise after 48 hours after the Bank receives a written application/confirmation of the loss, theft or illegal use of the Card/ Card details.

4. Procedure for Carrying out Transactions on a Special Card Account

4.1. The Bank shall open an SCA in the name of the Client with the following service procedure for the Client to perform Transactions, record them and make mutual settlements:

4.1.1. The SCA is maintained in the currency of the account.

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

4.1.3. The Cardholder can make Transactions on the SCA only by using the Card/ Card details and only during the validity period of the Card.

4.1.4. Accounting of all Transactions on the additional Card and mutual settlements with the Bank shall be made on the SCA.

4.1.5. Replenishment of the SCA can be carried out by the Cardholder both in cash through the cash desk of the Bank, and in non-cash form.

4.1.6. The Client at his/her own discretion disposes of funds on SCA to pay for goods, works and services in Points of sales, to receive cash at ATMs, bank branches and cash points located in the territory of the Republic of Uzbekistan abroad.

4.1.7. The Bank shall debit the Client's SCA without any additional orders of the Client:

- the amount of Transactions made with the use of the Card / Card details. When Transactions are made in other currencies, automatic conversion to the account currency is performed at the exchange rate set by the IPS on the day of mutual settlements;
- amounts of commissions charged by the Bank in accordance with the Tariffs;
- amounts of commissions charged by other banks;
- funds erroneously credited to the Client's SCA;
- the amount of losses incurred by the Bank as a result of violation by the Cardholder of the terms and conditions of the Agreement;
- the amount of expenses actually incurred by the Bank in case of illegal use of the Card, for which purpose the Client and instructs the Bank to write off the said without additional orders.

4.1.8. In order to ensure the safety of Card use, there is a restriction on entering an incorrect PIN code for the Card. The Client agrees that in case of three times entering an incorrect PIN-code, the Card may be blocked and/or withdrawn in accordance with the rules of the IPS. The Bank shall not be liable for the seizure of the Card and its destruction in cases of incorrect PIN-code entry, including by the Cardholder himself/herself.

4.1.9. The Bank issues the Card with a disabled possibility to use the card details for online payments. To activate this option, the Client shall apply to the Bank with a respective application or activate online payments in the Bank's mobile application. After activation of the online payment option, the Client is fully responsible for all online transactions and for possible and incurred losses.

4.1.10. To prevent the risk of loss of the Client's funds as a result of fraudulent actions of third parties, the Bank may block the execution of Transactions on the Card related to gambling, betting (wagering) and other high-risk activities. The Client may apply to the Bank with an application to enable such Transactions to be carried out on the Card, whereby all responsibility for possible and incurred losses shall be borne by the Client.

4.1.11. Transactions carried out by the Client through the Online Casino are not subject to dispute.

5. Rights and Obligations of the Parties

5.1. Under this Agreement, the Client shall have the right:

5.1.1. To use the Card for carrying out Transactions under this Agreement in the amount of the Active Balance subject to the requirements of the legislation of the Republic of Uzbekistan, as well as the terms and conditions of the Agreement.

5.1.2. To apply to the Bank with an application for issuance of an additional Card in your name.

5.1.3. To replenish the SCA in the account currency in cash through the Bank's cash desk or by cashless transfer subject to the requirements of the legislation, as well as the terms and conditions of the Agreement.

5.1.4. To receive information in writing and orally about the status of the Account, statement the Account, about the Card (including additional Card) upon personal application to the Bank with the document certifying his/her identity, as well as by phone, provided that the Code word is indicated.

5.1.5. To apply to the Bank with an application for the possibility to carry out Transactions with high fraud risk described in clause 4.1.9. of the Agreement.

5.1.6. To apply to the Bank with an application for investigation of the Transaction made with the Card, with which he/she disagrees, as well as for the return of the amount of this Transaction. The Client undertakes to reimburse the Bank for all expenses related to the investigation and refund of the Transaction amount.

5.1.7. Upon expiry of the Card validity term, in case of loss/theft of the Card, mechanical damage to the Card or in connection with a change of surname, first name, patronymic, apply to the Bank with a written application for its re-issuance. The re-issued Cards shall be returned to the Bank (except in case of their loss) and blocked.

5.1.8. To cancel the Agreement by submitting a respective application to the Bank not later than 30 calendar days prior to the date of the forthcoming termination, provided that all Cards (except in case of their loss) issued under the Agreement are returned to the Bank and mutual settlements with the Bank are made. The Bank shall block the Card from the moment of receipt of the said application.

5.1.9. To apply to the Bank with an application for performance of operations described in clauses 4.1.9, 4.1.10 of this Agreement. 4.1.9., 4.1.10. of this Agreement.

5.2. Under this Agreement, the Bank shall be entitled:

5.2.1. To verify the accuracy and completeness of the information provided by the Client in the documents submitted upon receipt of the Card and performance of the Agreement. In case of discrepancies and unreliable information, to refuse to issue the Card to the Client or to satisfy the Client's claims.

5.2.2. To write off funds from the Client's SCA without acceptance (without obtaining additional consent of the Client) in accordance with clause 4.1.7. hereof.

In case of detection of an erroneous record on crediting to the SCA and/or debiting funds from the SCA, to make a corresponding correction by crediting to the SCA and/or debiting funds from the SCA in accordance with the established procedure without obtaining the Client's written consent.

5.2.3. To destroy the Card not claimed by the Cardholder within three months from the date of its manufacture.

5.2.4. Without prior notice to the Client, the Bank shall suspend (block) or terminate the validity of the Card and take necessary measures for this purpose in the following cases:

- in case of violation by the Cardholder of the terms of the Agreement, requirements of international payment systems and legislation of the Republic of Uzbekistan, as well as the assurances given by him according to the Compliance clause (Appendix No. 1 to this Agreement);
- in case the Client submits incomplete and/or unreliable information to the Bank;
- making a third attempt to enter an incorrect PIN code. In this case, the Bank shall block the Card and send an electronic notification to the member bank of the IPS, where the Transaction is performed, on the necessity to withdraw (detain) the Card;
- in case of suspicion of misuse of the Card, at detection of Transactions contrary to the current legislation, at receipt of information from the International Payment System about possible unauthorized use of the Card, as well as in the presence of other grounds that may cause damage to the Bank and/or the Cardholder;
- in cases specified in clause 5.2.5. hereof;
- in case of receipt by Bank of requirements of state authorities in accordance the current legislation.

5.2.5. In order to reduce the risk of losses incurred by the Bank, the Client and third parties, as well as the risk of fraud by third parties, to unilaterally change the list and composition of types of Transactions available on the Card, to set restrictions on transactions and transaction schemes

recognized by the Bank as suspicious, to block the possibility to carry out Transactions, transaction schemes in certain (types of) Points of sales or organizations engaged in questionable activities, to suspend or refuse to conduct transactions on the SCA in cases provided for by the anti-money laundering and anti-terrorism financing legislation.

5.2.6. To refuse to issue a Card and open an SCA (in the national currency RUZ) if the Bank has already issued 5 (five) Cards in the Client's name, which have not expired by this moment.

5.2.7. To terminate this Agreement unilaterally in the cases specified in clause 7.5. hereof.

5.2.8. To block the Card and SCA in case of absence of transactions on the SCA within 12 months if there is a balance on the SCA. In the future, if the Client applies to return the funds on the blocked SCA, the Bank shall, upon receipt of a relevant written application, issue them to the Client in cash or transfer them to another account upon the Client's instruction within seven days.

5.2.9. To refuse to accept the Client's application to challenge transactions (opening a dispute) conducted through the Online Casino.

5.2.10. To make amendments and additions to the Tariffs and this Agreement in the order established by clause 3.11 of this Agreement. 3.11. of this Agreement.

5.2.11. To interact with the Cardholder, including by means of telephone conversations on the phone number available in the Bank, in order to receive from the Cardholder confirmation of the legality of the Transactions made on the Card.

5.2.12. During the whole term of validity of the Agreement to demand from the Cardholder to present to the Bank the documents specified in the Application and necessary for its identification, and also the documents necessary for consideration of applications on disputable Transactions and acceptance on them of reasonable decisions, and to take copies from them.

- In order to obtain objective data on the disputed Transaction, to apply to the IPS with a request to provide supporting documents from the acquiring bank. In case the acquiring bank documents confirms the validity of the disputable Transaction, the expenses for obtaining supporting documents will be charged to the Client's account.

5.2.13. If the Client provides an incomplete or missing cell phone number, to connect the 3D-Secure service to the Card to the number +998712316000. In this case the Client will not be able to make an online payment. To make it, the Client will need to apply to the Bank with an application and provide a full cell phone number.

5.2.14. To terminate this Agreement unilaterally in the cases stipulated in clause 7.5. of the Agreement.

5.3. In the performance of this Agreement, the Client undertakes the following obligations:

5.3.1. To comply with the legislation, intrabank rules established in accordance therewith, IPS rules, requirements of the Agreement and the assurances given to them according to the Compliance clause (Appendix No. 1 to this Agreement).

5.3.2. In order to open an SCA and issue a Card, to visit the Bank in person and submit the documents specified in clause 3.1. hereof.

5.3.3. When contacting the Bank to issue or re-issue the Card, provide the full cell phone number to activate the 3D-Secure service.

5.3.4. To immediately notify the Bank of any changes to the Agreement, changes in the Client's name, patronymic, surname, address of residence (domicile), passport data required for Client identification, as well as changes in telephone numbers. Immediately submit to the Bank documents confirming the above changes.

- 5.3.5. To perform timely payment/reimbursement of:
- 5.3.6. commissions, other amounts stipulated by the Bank's Tariffs;
- 5.3.7. amounts of Transactions made with the Card or using the Card details;
- 5.3.8. the amount of arisen over-expenditure of funds in accordance with Clause 5.3.7. of the Agreement;
- 5.3.9. amounts erroneously credited by the Bank to the SCA;
- 5.3.10. amounts of Transactions made in violation of this Agreement, amounts related to prevention and investigation of illegal use of the Card, as well as violation of the Agreement and enforcement of the Client's debt collection in accordance with the actual expenses.
- 5.3.11. Not to transfer the Card, Card details and not to disclose the PIN and Code word to third parties. To ensure the safety of the Card, take all measures to prevent damage, loss or misuse of the Card.
- 5.3.12. To be responsible for all Transactions made with the use of the Card, including Transactions made by third parties with or without the knowledge of the Cardholder, as well as for Transactions that, in accordance with the rules of the IPS, can be made without Authorization.
- 5.3.13. To make Card Transactions within the Active Balance, to control the occurrence of overlimit debts and prevent their occurrence. In case of arrears, i.e. in case of Card Transactions for the amount exceeding the total balance on the SCA (overspending), (including in the case when the Transaction was performed without Authorization), to repay the entire amount of the debt within 30 (thirty) calendar days from the date of its formation.
- 5.3.14. To notify the Bank in writing about the funds not belonging to the Client erroneously credited to the SCA within 10 (ten) calendar days from the moment of detection of this fact, and to ensure in such cases that the funds on the SCA are sufficient for the Bank to perform an acceptance-free write-off of the erroneously credited funds.
- 5.3.15. Not to make Transactions using the details of the Card after it has been handed over to the Bank or after its expiration date, as well as using the Card declared lost.
- 5.3.16. In cases of loss, theft and/or illegal use of the Card/Card details to suspend the Transactions on the SCA, immediately notify the Bank thereof. In case the notification was made orally, to confirm the oral notification with a written statement within 2 (two) business days (clause 3.13. of the Agreement).
- 5.3.17. Upon discovery of a Card previously declared as lost, the Client shall immediately notify the Bank thereof and return the Card to the Bank for further unblocking or its destruction.
- 5.3.18. To return the Card to the Bank within 3 (three) calendar days after expiration of its validity term and/or receipt of the Bank's written request to return the Card (except in case of their loss).
- 5.3.19. In case of returning the purchase paid for by the Card to the point of sale, do not request the point of sale to refund the purchase price in cash. The said refund can only be made to the SCA by cashless transfer.
- 5.3.20. To re-issue the Card upon expiry of its validity term, submit an application to the Bank by the last working day of the calendar month following the month of expiry of the Card.
- 5.3.21. Immediately submit to the Bank upon its request the documents specified in clause 5.2.13. of the Agreement.

5.4. Upon execution of this Agreement, the Bank undertakes the following obligations:

- 5.4.1. To provide the Client with a POS-terminal in the Bank's office to set the PIN code on the Card in accordance with Clause 3.4 of the Agreement.

- 5.4.2. To familiarize the Client with the Bank's Tariffs.
- 5.4.3. To debit the Client's SCA for the amounts of all Transactions reducing the balance of funds on the SCA.
- 5.4.4. To issue a statement on the SCA upon the Client's written request.
- 5.4.5. To credit the Client's SCA when depositing funds to replenish the SCA, as well as in case of Card payment return.
- 5.4.6. To notify the Client about changes in the Tariffs in the manner provided by this Agreement.
- 5.4.7. Upon receipt of a message from the Cardholder about the loss, theft or illegal use of the Card / Card details, to block the Card within 48 hours from the moment of receipt of the message.
- 5.4.8. Upon receipt of written confirmation by the Cardholder of the loss, theft or illegal use of the Card / card details, containing a request to put the Card on the Stop List, to put the Card on the Stop List. Upon receipt of written refutation of the Cardholder of the loss, theft or illegal use of the Card, to unblock the Card.
- 5.4.9. To reissue the Card within 10 (ten) banking days from the date of the Client submits a written application for the Card reissue to the Bank.
- 5.4.10. On the basis of the Client's application, and in accordance with the IPS rules, to investigate (in particular, to obtain from the acquiring bank copies of checks and, if possible, details of the Transaction) the Transaction that is not recognized by the Client. The Bank shall take all reasonable and available measures to refund the amount of the Transaction that is not recognized by the Client.
- 5.4.11. In case of termination of the Agreement, to return to the Client the balance of funds (including the minimum balance amount) placed on the SCA in cash or by wire transfer to the Client's account in accordance with the Client's written instructions in accordance with the procedure set forth in clause 7.4 of the Agreement. After that, to close the SCA.

6. Responsibilities of the Parties

- 6.1. For non-fulfillment or improper fulfillment of obligations under the Agreement the parties shall be liable in accordance with the legislation of the Republic of Uzbekistan.
- 6.2. The Client shall be responsible for the accuracy of all information provided to the Bank.
- 6.3. The Client shall be liable for improper fulfillment of its obligations under the Agreement.
- 6.4. The Client shall be responsible for all Transactions made with the Card from the moment of its receipt at the Bank. The Client confirms and guarantees that he/she shall be familiarized with the currency legislation of the Republic of Uzbekistan and undertakes to ensure its observance when making Transactions with the Card. The Client shall be liable for violation of the currency legislation of the Republic of Uzbekistan.
- 6.5. The Bank shall be liable for untimely blocking of the Card.
- 6.6. The Bank shall be responsible for keeping bank secrecy about the Transactions on SCA. The Bank may disclose information about the SCA and Transactions to third parties only in cases when such disclosure shall be the Bank's obligation under the legislation of the Republic of Uzbekistan, or in other cases with the Client's consent.
- 6.7. The Bank shall not be liable for performance by the Client of Transactions contrary to the legislation of the Republic of Uzbekistan.
- 6.8. The Bank shall not be liable for the delay in issuance and re-issuance of the Card, as well as for the delay in crediting funds to the Client's SCA in cases where the Client has not submitted the required documents to the Bank and/or there are inaccuracies and errors in the documents.

6.9. The Bank shall not be liable in cases of the Cardholder's failure to fulfill the terms and conditions of this Agreement, as well as in situations beyond the Bank's control.

6.10. The Bank shall not be liable for the Client's losses resulting from technical faults on the side of the IPS or other participants thereof.

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

6.12. The Parties shall not be liable for non-fulfillment of their obligations under this Agreement if such non-fulfillment or partial non-fulfillment was caused by acts (restrictive measures) adopted by public authorities 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, which occurred through no fault of theirs. The Parties shall immediately notify each in writing of the beginning and end of such circumstances.

6.13. Force majeure circumstances will be considered force majeure when confirmed by authorized authorities.

7. Entry into Force of the Agreement. Termination of the Agreement

7.1. This Agreement shall be deemed concluded from the moment of registration of the Client's Application and shall be valid for an indefinite period of time.

7.2. The Agreement may be unilaterally terminated by the Client on the basis of a written application for termination of the Agreement and closure of the SCA, provided that all issued Cards are returned to the Bank, as well as the Bank completes mutual settlements with the IPS and the Client on the Transactions made earlier.

7.3. Upon receipt of the Application termination of the Agreement, the Bank shall terminate all Cards (block the Cards) issued the name of the Client under the Agreement and destroy the Cards.

7.4. Return of the balance of funds accounted on the SCA shall be carried out in the following order:

- the amount of funds exceeding the Minimum Balance shall be returned to the Client on the day when the Client submits an application for closing the Account and returns the Card to the Bank;
- the amount of the Minimum Balance shall be returned to the Client after 30 (thirty) calendar days after returning the Card to the Bank and submitting an application for closing the Account. If the Client has not made any Card transactions within 30 (thirty) calendar days prior to submitting an application for account closure, the Minimum Balance shall be returned on the day of application submission;
- If the Card is not returned to the Bank on the day of the Client's application for closing the Account, the Bank shall block the Card and the Minimum balance of funds on the Account shall be returned to the Client after 30 (thirty) calendar days after the Client's application for closing the Account. If the Client has not made any Card transactions within 30 (thirty) calendar days prior to submitting an application for account closure, the Minimum balance shall be returned on the day of application submission;

7.5. The Agreement may be unilaterally terminated by the Bank and the SCA closed in the following cases:

- destruction by the Bank of all Cards issued under this Agreement in accordance with clause 5.2.3. of the Agreement;
- all Cards have been surrendered to the Bank or the validity term of the Cards that have not

been surrendered has expired and new Cards have not been issued, provided that there are no outstanding liabilities of the Client as of the date of termination of the Agreement;

- violation by the Cardholder of the terms and conditions of the Agreement, IPS rules, requirements of the legislation of the Republic of Uzbekistan, as well as the assurances given by him according to the Compliance clause (Appendix No.1 to the present Agreement), provided that there are no outstanding obligations of the Client as of the date of termination of the Agreement;

- in case of absence of transactions on SCA within 12 months, if there is no balance on SCA and the Client does not have any obligations to the Bank under this Agreement

7.6. The Bank's notice of intention to terminate the Agreement on the above grounds shall be sent to the Client within 10 calendar days after the occurrence of the circumstances specified in Clause 7.5 of the Agreement.

7.7. Termination of the Agreement, closing of the SCA shall be performed after 30 (thirty) calendar days shall be:

- from the date of expiry of all Cards issued under the Agreement;
- from the date of termination or suspension of all Cards issued under the Agreement. Upon expiration of the term specified in clause 7.4. of the Agreement. Upon expiry of the term specified in clause 7.4 of the Agreement, the balance of funds on the SCA shall be issued to the Client or transferred to another account upon the Client's instruction.

7.8. The termination/termination of the Agreement shall be the basis for closing the SCA.

8. Other Terms and Conditions

8.1. By entering into this Agreement, the Client confirms that he/she shall be familiarized with the Bank's Tariffs.

8.2. The parties agreed to resolve all disputes between the parties related to the Agreement, through negotiations, and in case of failure to reach an agreement to submit for consideration and resolution on the merits in court.

8.3. Any notice of the Bank shall be deemed given and correspondence shall be deemed received by the Client on the third working day from the date of sending it to the Client's last known location. The date of sending the notice shall be determined by the postmark of the post office.

8.4. Issues not regulated by the Agreement shall be regulated 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.