

AGREEMENT – PUBLIC OFFER
**to open and maintain a Demand Deposit Account by an individual in national/foreign
currency**

1. GENERAL

- 1.1. This document is an official proposal (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) to enter into an agreement with an individual to open and maintain a Demand Deposit Account in national/foreign currency (hereinafter referred to as the Agreement) under the terms and conditions specified below.

At the same time, only individuals who have previously passed the identification procedure at the Bank can execute an Agreement through the Alliance Mobile Banking System (hereinafter referred to as the System), that is, remotely.

- 1.2. In accordance with paragraph 2, Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), if the terms and conditions set out below are accepted and:

- performing all the required actions in the System necessary to open a Demand Deposit Account,
- contacting the Bank with an application to open a Demand Deposit Account (in case of opening an account by directly contacting the Bank),

an individual who accepts this offer shall become the Customer (in accordance with Part 4, Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer shall be equal to executing an agreement under the terms and conditions set out in the offer), and the Bank and the Customer jointly shall become the Parties to this Agreement.

- 1.3. An application submitted by the Customer to the Bank/generated by the System for opening a Demand Deposit Account shall be an integral part of this Agreement.

- 1.4. The agreement shall be considered executed between the Bank and the Customer:

- from the date the Bank registers the Customer's application to open a Demand Deposit Account;
- from the date the Bank receives acceptance of the public offer in the System.

- 1.5. Acceptance of the offer - full and unconditional acceptance (consent with the terms and conditions) of this Public Offer by the Customer (signing to confirm consent with the terms and conditions of the Public Offer in the application when contacting the Bank or placing a mark of consent with the terms and conditions of the Public Offer in the System).

- 1.6. If a Demand Deposit Account is opened through the System, the Customer shall receive confirmation of the Deposit opening in the System, as well as an SMS message to the mobile phone number registered in the System.

2. Subject of the Agreement

- 2.1. The Bank shall open a Demand Deposit Account to the Customer and shall accept and credit funds received to the Account, carry out the Customer's instructions to write off, transfer and disburse corresponding amounts from the Account and perform other operations on the Account.

3. Account Opening and Maintaining Procedure

- 3.1. To open an Account, when contacting the Bank, the Customer shall submit the following documents:

- application for opening an account;
- identification document of the Customer, as well as other documents in accordance with the law.

- 3.2. When opening an Account by the Customer directly contacting to the Bank, a savings book may be issued at its request.
- 3.3. The list of transactions on the Account, forms of settlements and services provided by the Bank shall be determined by law.
- 3.4. Payments from the Customer's account shall be made within the limits of the funds balance on the Account.
- 3.5. The Bank shall set an interest rate on the balance of funds on the Customer's Account according to the Tariffs. In this case, the Bank has the right to set an interest rate of 0%.
- 3.6. Service to the Customer shall be carried out by the Bank in accordance with the operating practice with Customers established by the Bank.

4. Rights and Obligations of the Bank

- 4.1. The Bank shall:
 - 4.1.1. Open an Account for the Customer after the Customer submits the documents specified in the Agreement.
 - 4.1.2. Advise the Customer on issues directly related to Account maintenance.
 - 4.1.3. Accept funds received by the Bank in cash and non-cash form from the Customer and in the name of the Customer from third parties in accordance with the law.
 - 4.1.4. Credit funds received to the Customer's account no later than the next business day from the date of receipt by the Bank.
 - 4.1.5. Execute the Customer's instructions to carry out transactions on the account within the time limits established by law. Without the Customer's order, the funds on the account may be debited by the Bank in cases established by law, as well as by this Agreement.
 - 4.1.6. Provide, upon request of the Customer or his representatives acting based on a Power of Attorney, an extract and certificate from the Account.
 - 4.1.7. Issue funds at the first request of the Customer or his representatives.
 - 4.1.8. Send an SMS notification to the Customer about completed transactions to the phone number specified by the Customer when opening the Account.
 - 4.1.9. Provide, upon the Customer's request, information about current Tariffs and terms of service.
 - 4.1.10. Ensure the confidentiality of information about the account, transactions on the account and about the Customer, which constitute a banking secret. This information can only be provided to the Customer, his representative, as well as third parties in accordance with the law.
 - 4.1.11. The Bank guarantees the safety and integrity of funds on the Account. Seizure of funds on the Account or suspension of operations on the Account may only take place in cases provided for by law.
- 4.2. **The Bank shall be entitled to:**
 - 4.2.1. Refuse to carry out settlement and cash transactions if there are facts indicating that the Customer has violated the law.
 - 4.2.2. Debit funds from the Account without acceptance and/or by uncontested procedure:
 - when collecting amounts due to the Bank in accordance with clause 4.2.2 hereof;
 - in accordance with other agreements executed between the Bank and the Customer, which provide for the uncontested procedure for debiting funds from the Account;

- on the basis of executive documents, as well as in other cases provided for by law.
- 4.2.3. If a faulty entry is detected on crediting or debiting the Account, the Bank has the right to make a correction by debiting or crediting the Account without additional approval from the Customer.
- 4.2.4. Use the Customer's funds available on the Account as a source of financial resources, ensuring its availability when claims are made against the Account and the right of its owner to freely dispose of these funds within the limits of the account amounts.
- 4.2.5. Unilaterally change the amount of fees established by the Bank's Tariffs, make changes/amendments to the Tariffs and this Agreement without executing an additional agreement, with mandatory notification of this to the Customer at least 10 (ten) calendar days before the changes/amendments come into force. The Customer shall be notified in one of the following ways, at the Bank's choice:
 - 1) posting information on the official website of the Bank www.aab.uz;
 - 2) placement of advertisements on information stands in the Bank's offices;
 - 3) or in another way at the discretion of the Bank.

If the Customer does not give any objections to the changes/amendments made by the Bank within 10 days, these changes/amendments shall be considered accepted by the Customer. If the Customer does not agree with the changes/amendments made, he shall provide the Bank with a written refusal and an application to close the account within the period specified in this clause.

- 4.2.6. Require the Customer to provide additional documents necessary for his identification, request from the Customer additional information on transactions performed on the account, in accordance with the requirements of the legislation on combating legalization of proceeds from crime and financing of terrorism.
- 4.2.7. Suspend the Customer's transactions on the Account and refuse to execute the Customer's orders to carry out transactions on the Account (except for transactions for crediting funds) in cases provided for by the legislation on combating legalization of proceeds from crime and financing of terrorism.

5. Rights and Obligations of the Customer

5.1. The Customer shall:

- 5.1.1. Submit to the Bank the documents required by law to open an Account and carry out transactions on the Account;
- 5.1.2. Comply with operating hours established by the Bank, procedure for preparing and submitting documents, comply with the requirements of regulations governing banking activities, as well as with the representations given by it in accordance with the Compliance clause (Annex No. 1 to this Agreement).
- 5.1.3. Notify the Bank of changes in the data specified in the agreement, changes in telephone number, passport data (of its own and of authorized representatives), cancellation of powers of attorney and other changes that may affect the fulfillment of the Parties' obligations under this Agreement. After the change of its address, telephone number and passport data, notify the Bank about this within 5 (five) calendar days after such change. If the passport data is changed, the Customer shall present a new identification document to the Bank. Otherwise, the Bank is not liable to the Customer for possible adverse consequences associated with the absence of the above information in the Bank.
- 5.1.4. Immediately notify the Bank if funds incorrectly credited to the Account and/or debited from the Account are discovered.

- 5.1.5. Pay for services provided by the Bank in accordance with the Bank's Tariffs. By signing this Agreement, the Customer agrees to the direct debiting of funds from the Account in payment for the Bank's services in accordance with Article 783 of the Civil Code of the Republic of Uzbekistan.
- 5.1.6. Ensure the availability of funds in the Account sufficient to pay fees for the Bank's services.
- 5.1.7. Not use the Account to carry out transactions related to business activities.
- 5.1.8. At the request of the Bank, immediately provide documents and information relating to transactions on the Account necessary to verify compliance of transactions carried out on the Account with legal norms.
- 5.1.9. Upon receipt of an SMS notification from the Bank confirming the balance of funds in the deposit, send a response to the Bank in the requested form.

5.2. The Customer shall be entitled to:

- 5.2.1. Customers who opened an Account by directly contacting the Bank have the right to manage the Account remotely (carry out all available operations, close the Account) through the System use.
- 5.2.2. Independently manage the funds in his account, as well as through a representative acting based on a power of attorney, executed in accordance with the law.
- 5.2.3. Deposit funds into its Account by bank transfer, in cash or in other forms provided by law.
- 5.2.4. Receive from the Bank the necessary information and consulting services on banking issues and the necessary documents confirming transactions execution.
- 5.2.5. Reclaim the amount of funds available on the Account, in whole or in part.

6. Amount and Procedure for Payment of Bank Services

- 6.1. For services provided to the Customer under this Agreement, fees shall be charged in accordance with the Tariffs approved by the Bank.
- 6.2. The fees for services provided by the Bank in accordance with this Agreement shall be charged by the Bank as soon as transactions are carried out on the account by directly debiting funds from the Account or paid by the Customer by depositing cash into the Bank's cash desk.

7. Liabilities of the Parties

- 7.1. The Customer shall be liable for the accuracy of information specified in the documents provided to the Bank and for the legality of placing funds and conducting transactions on the Account.
- 7.2. For untimely or incorrect crediting by the Bank of funds due to the Customer, the Bank shall be liable in accordance with the law.
- 7.3. In other cases, the parties shall be liable in the manner prescribed by law.
- 7.4. In cases of untimely/incomplete written notification of the Bank about circumstances relevant to the execution of the Agreement, as well as about funds incorrectly credited to the Account, changes in information previously reported to the Bank, or termination of the powers of a representative, liability for possible negative consequences shall rest entirely with the Customer.
- 7.5. The Bank shall be released from paying penalties for failure or improper fulfillment of its obligations under this agreement when the Customer submits to the Bank documents that do not comply with the requirements of the law, as well as in the event of suspension of operations on the accounts of the Bank or the Customer in the manner prescribed by law.

- 7.6. Any of the Parties shall be released from liability for failure (improper fulfillment) of obligations under the Agreement if fulfillment turned out to be impossible due to the occurrence of force majeure circumstances (force majeure) confirmed by the competent authorities and organizations of the Republic of Uzbekistan, which include: military actions, natural and other actions/ phenomena officially recognized as such; possible failure of the interbank electronic payment system; acts of state and executive authorities that make it impossible to fulfill the terms of the Agreement.

8. Duration and Procedure for Termination of the Contract

- 8.1. This agreement shall come into force from the date specified in clause 1.4. hereof and shall be valid for an indefinite period of time.
- 8.2. The Agreement may be terminated and the Account may be closed at any time upon application by the Customer.
- 8.3. When closing an account opened by the Customer directly contacting the Bank, the balance of funds in the account shall be disbursed to the Customer or, at his direction, transferred to another account no later than the day following receipt of the Customer's corresponding written application, provided that there is no debt to the Bank.

An account opened for the Customer through the System shall be closed by the Customer by transferring funds to the account specified by him in the System.

- 8.4. Return of the deposit shall be guaranteed by the Bank's assets.

In accordance with Decree of the President of the Republic of Uzbekistan No.UP-4057 dated November 28, 2008 "Regarding additional measures to ensure guarantees for the protection of citizens' deposits in commercial banks of the Republic of Uzbekistan," payment of compensation for citizens' deposits from deposit accounts in commercial banks shall be guaranteed in full, regardless of deposits size.

- 8.5. Termination of the Bank Account Agreement shall be the basis for closing the Customer's Account.
- 8.6. This Agreement may be terminated at the request of the Bank by the court in cases provided for by law.

9. Other Provisions

- 9.1. Mutual claims regarding the Customer's settlements with other persons shall be considered by them without participation of the Bank.
- 9.2. All disputes and disagreements in connection with the execution, termination, performance of this Agreement, as well as any disputes that may arise in the future, the Parties shall resolve through negotiations. If no agreement is reached, the dispute shall be resolved by the court.
- 9.3. In everything that is not regulated by the agreement, the Parties shall be guided by law.
- 9.4. The Customer has read and agrees with the Bank's Tariffs.

10. LEGAL ADDRESS AND BANK DETAILS

"ASIA ALLIANCE BANK" JSCB

Address: Tashkent, Yashnabad district,

Mahtumkuly Str., 2a

INN: 207018693 OKED: 64190

OKPO: 22921172

Bank details: Account No.2980200000001095001

MFO: 01095

Tel.: 71-231-60-00

Signature: _____

Seal

*to the Agreement – Public Offer to open
and maintain a Demand Deposit
Account by an individual in
national/foreign currency*

**COMPLIANCE CLAUSE
to the AGREEMENT– PUBLIC OFFER
to open and maintain a Demand Deposit Account by an individual in national/foreign
currency
(hereinafter referred to as the “Agreement”)**

1. Objective and definitions

1.1. Objective 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 Laundering of Proceeds from Crime, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction” (hereinafter referred to as “**AML/CFT/FPWMD**”), “Anti-Bribery and Corruption” (hereinafter referred to as “**ABC**”), “Sanctions and Export Control Measures” (hereinafter referred to as “**Sanctions**”).

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

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

Corruption is illegal use by a person (bank employees) of its title or office in personal interests or the interests of other persons to obtain material or intangible benefits, as well as illegal presentation of such benefits.

Bribery means giving, promise or permission, receipt or transfer of value with the purpose of influencing the recipient to act unlawfully, or a situation where the recipient's acceptance of the benefit is unlawful.

Sanctions means economic or financial restrictions or trade embargoes imposed, prescribed or enforced by government authorities 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 similar nature applicable and enforced by government authorities.

Sanctions risks are the likelihood that American, European sanctions or other sanctions adopted by states and international jurisdictions will be imposed on the subject of banking transaction services, its founder, beneficiary or controlling person.

Sanctioned Individual means any person (a) whose property or rights to property are blocked by any sanctions, (b) who is designated as the subject of an assets freeze under the Sanctions, (c) with whom transactions are prohibited under relevant sanctions or export controls, or (d) owned or controlled by any such person.

Financial fraud means commitment of illegal actions in the sphere of money circulation through 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 which this Compliance Clause shall 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 operations on behalf of the Bank based on 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. Local requirements shall include the following documents:

- Criminal Code of the Republic of Uzbekistan.
- Law “Regarding Combating Corruption”.
- Law “Regarding combating legalization of proceeds from crime and financing of terrorism.”
- “Internal control rules for combating money laundering, terrorist financing and financing the proliferation of weapons of mass destruction in commercial banks” No. 2886 dated 05.23.2017.
- Bank procedures in the areas of AML/CFT/ FPWMD, ABC and Sanctions.

2.3. International standards shall include the following documents:

- 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 others officially announced lists of sectoral sanctions and/or export controls.
- Requirements of the Bank's correspondent banks in the field of AML/CFT/ FPWMD, ABC, Sanctions.

3. Customer representations

3.1. The Customer represents the Bank that it will comply with the Legislative documents specified in clause 2.2, as well as the international standards specified in article 2.3. of this Clause, in particular the Customer:

- does not carry out money laundering and terrorist financing within the framework of contractual relations with the Bank;
- does not participate in financial fraud within the framework of contractual relations with the Bank;
- does not offer or provide a bribe to a Bank employee, does not take a bribe from a Bank employee;
- does not offer or provide bribes to third parties on behalf of the Bank;
- does not enter into agreements or carry out banking transactions with a party that is on the sanctions lists within the framework of contractual relations with the Bank;
- does not enter into agreements or carry out banking transactions with a party whose affiliate is on the sanctions lists within the framework of contractual relations with the Bank;

¹ <https://www.fatf-gafi.org/>

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

³ G7 countries are France, USA, UK, Germany, Japan, Italy and Canada.

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

4. Rights of the Bank

- 4.1. If the Customer violates the requirements of article 3 of this Clause, the Bank has the right to unilaterally terminate the contractual relationship with the Customer.