

## **Public Offer Agreement for issue and maintenance of international plastic cards for individuals**

This document is 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 plastic 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 RUz"), in case of acceptance of the following paragraphs 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 Customer - a natural person, who accepts this offer, becomes the Customer (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 Customer together - 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 of the contract**

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 of issue, maintenance and use of international plastic 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 Customer's Application with the Bank.

### **2. Definitions**

**Public offer agreement** means this Agreement, which is concluded between the Bank and the Customer through acceptance of the offer by the Customer (hereinafter referred to as the "Agreement").

**Acceptance of the offer** means full and unconditional acceptance of the offer by the Client by performing the actions specified in paragraph 1.2. of this offer.

**The client** is a natural person:

- citizen of the Republic of Uzbekistan;
- a foreign citizen or stateless person - 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 - 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.

a person who is not an individual entrepreneur, in whose name, in accordance with the current legislation of the Republic of Uzbekistan, regulatory documents of the Central Bank of Uzbekistan, a special card account has been opened for making Transactions with the use of the Card / Card details and an international plastic card has been issued.

**Cardholder** - a Customer in whose name the Bank has issued the Card.

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

**Card** means a basic personalized international bank debit card issued to the Card account in the Client's name, an additional personalized international bank 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)** means payment system "VISA International"/"MasterCard International Incorporated"/"UnionPay", which is an international association of banks and other credit organizations, which develops and implements and ensures functioning of card programs, products and services, establishes common rules of settlements between members of the International Payment System.

**TSP** means a merchant that accepts the Card as payment for goods, works and services, located in the Republic of Uzbekistan or abroad. In order to accept the Card for payment, the merchant uses a point-of-sale terminal or other equipment with the help of which the merchant 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. ATM Transactions shall be performed 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 Payment Card Account. Disclosure of the PIN code to third parties is prohibited. Transactions made using 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)** means 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 of 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.

**Refund payment** means any 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 Customer's SCA, as well as a refund initiated by the Bank. The refund cannot be made in cash.

**Irreducible Balance** means the 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. If the minimum balance is used, it shall be restored at the expense of the funds deposited to the Customer's SCA at the next SCA replenishment.

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

**Code word** means a word, digits or alphanumeric sequence specified by the Client in the application for opening a special card account and issuance of an international plastic card, used by the Bank for remote identification of the Cardholder when the Cardholder applies by phone to receive reference information about the SCA, the Card and Card Transactions.

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

**Tariffs** means Tariffs for servicing clients of JSCB "ASIA ALLIANCE BANK" approved by the authorized body of the Bank, including, inter alia, Tariffs for issue and servicing of international plastic cards.

### **3. General Provisions**

- 3.1. In order to open an SCA and issue a Card, the Customer submits the following documents to the Bank:
  - 1) application for issue of a bank card in the form established by the Bank;
  - 1) passport or other identity document in accordance with the laws of the Republic of Uzbekistan;
  - 1) a copy of the voucher (from a travel agency) or airline ticket for Travel products.
  - 1) other documents stipulated by the legislation of the Republic.
- 3.2. The Bank opens an SCA in national/foreign currency in the Client's name.
- 3.3. To issue the Card, the Customer shall pay the Bank's fees set out in the Bank's current Tariffs.
- 3.4. Within 3 (three) working days the Bank shall issue the Card together with the PIN code, which is in a sealed PIN envelope. The Card together with the sealed PIN envelope shall be issued to the Cardholder upon presentation of his/her identity document.
- 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. On the basis of the Customer's application, additional cards may be issued to the SCA with charging fees in accordance with the Tariffs.  
The Customer has the right to terminate the validity of an additional card ahead of schedule at any time. In this case, the Customer must submit a relevant Application to the Bank with a request to terminate the validity of the additional card and return the additional card.
- 3.7. The Card is the property of the Bank, is provided by the Bank to the Cardholder for temporary use and is subject to return upon expiry of its validity term or in case of termination of the Agreement.
- 3.8. The use of the Card is not possible in the following cases:
  - 1) the validity period of the Card has expired;
  - 1) The Card is blocked at the request of the Cardholder or at the initiative of the Bank in cases provided for by the Agreement;
  - 1) The card is blocked due to entering the PIN code incorrectly three times;
  - 1) The card is damaged due to external influences.
- 3.9. The Bank shall charge fees for the maintenance of the Card in accordance with 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.
- 3.10. The Bank is entitled to make amendments/additions to the Tariffs and this Agreement without concluding an additional agreement, with obligatory notification of the Customer at least 10 (ten) calendar days before the amendments/additions come into force. The Customer shall be notified in one of the ways chosen by the Bank:
  - 1) posting information on the Bank's official website [www.aab.uz](http://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 Customer fails to object to the amendments/additions made by the Bank within 10 days, such amendments/additions shall be deemed accepted by the Customer. If the Customer 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.
- 3.11. 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 the SCA Transactions, the Customer should immediately notify the Bank by phone 71-289-42-42 with indication of the code word on working days from 8-30 to 17-30 hours Tashkent time.
- 3.12. Any oral application of the Customer 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.
- 3.13. The Bank shall block the execution of Transactions on the Card within 48 hours after receiving a notice from the Customer.
- 3.14. 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.
- 3.15. Upon receipt of the Cardholder's written refutation of the loss, theft or illegal use of the Card, the Bank shall unblock the Card.
- 3.16. 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 Customer with the following service procedure for the Customer 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 Customer'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 and abroad.
- 4.1.7. The Bank shall debit the Customer's SCA without any additional orders of the Customer:
  - 1) the number 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 MPS on the day of mutual settlements;
  - 1) amounts of commissions charged by the Bank in accordance with the Tariffs;
  - 1) amounts of commissions charged by other banks;
  - 1) funds erroneously credited to the Customer's SCA;
  - 1) the number of losses incurred by the Bank as a result of violation by the Cardholder of the terms and conditions of the Agreement;
  - 1) the amount of expenses actually incurred by the Bank in case of illegal use of the Card, for which purpose the Customer authorizes and instructs the Bank to write off the said amounts 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 Customer 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. To prevent the risk of loss of the Customer's funds as a result of fraudulent actions of third parties, the Bank shall block the execution of Transactions on the Card related to gambling, betting (wagering) and other high-risk activities. The Customer may apply to the Bank with an application for the possibility to carry out such Transactions on the Card, whereby all responsibility for possible and incurred losses shall be borne by the Customer.

## **5. Rights and obligations of the Parties**

### **5.1. Under this Agreement, the Customer 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 on 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. In this case, the Customer 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 validity term of the Card, in case of loss/theft of the Card, mechanical damage to the Card or in connection with a change of surname, first name, patronymic, to 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.

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

- 5.2.1. To verify the accuracy and completeness of the information provided by the Customer 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 Customer or to satisfy the Customer's claims.
- 5.2.2. To write off funds from the Customer's SCA without acceptance (without obtaining additional consent of the Customer) 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 production.
- 5.2.4. Without prior notice to the Customer, 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 № 1 to this Agreement);
  - ] in case the Customer 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 illegal use of the Card, in case of detection of Transactions contrary to the current legislation, in case of receipt of information from VISA 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 case of receipt by the Bank of requirements of state authorities in accordance with the current legislation.
- 5.2.5. In order to reduce the risk of losses incurred by the Bank, the Customer and third parties, as well as the risk of fraud by third parties, unilaterally change the list and composition of types of Transactions available on the Card, block the possibility to carry out Transactions in certain Points of sales or organizations engaged in dubious activities.
- 5.2.6. To suspend or refuse to conduct transactions on SCA in cases stipulated by the anti-money laundering and anti- terrorism financing legislation.
- 5.2.7. To make amendments and additions to the Tariffs and to this Agreement in the manner prescribed by clause 3.10 of this Agreement.
- 5.2.8. 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.
- 5.2.9. 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.
- 5.2.10 In order to obtain objective data on the disputed Transaction, apply to the MPS with a request to provide supporting documents from the acquiring bank. In case the acquiring bank documents confirms validity disputable Transaction, expenses for obtaining supporting documents will be charged to the Client's account.
- 5.2.12. To unilaterally terminate this Agreement in the cases stipulated in clause 7.5. of the Agreement.

### **5.3 Upon execution of this Agreement, the Customer undertakes the following obligations:**

- 5.3.1. To comply with the legislation, intrabank rules established in accordance therewith, MPS 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. To immediately notify the Bank of any changes to the Agreement, changes in the Customer's name, patronymic, surname, address of residence (domicile), passport data required for Customer identification, as well as changes in telephone numbers. Immediately submit to the Bank documents confirming the above changes.
- 5.3.4. Timely payment/reimbursement:
  - ] commissions, other amounts stipulated by the Bank's Tariffs;
  - ] amounts of Transactions made with the Card or using the Card details;
  - ] the amount of the arisen over expenditure in accordance with Clause 5.3.7 of the Agreement;
  - ] amounts erroneously credited by the Bank to the SCA;
  - ] 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 Customer's debt collection in accordance with the actual expenses.

- 5.3.5. Not to transfer the Card, Card details and not to disclose the PIN and Code word to third parties. Ensure the safety of the Card, take all measures to prevent damage, loss or misuse of the Card.
- 5.3.6. 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 MPS, can be made without Authorization.
- 5.3.7. 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 (overdrawn funds), (including 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.
- 5.3.8. To notify the Bank in writing about the funds not belonging to the Customer 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.
- 5.3.9. 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.
- 5.3.10. 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) working days (clause 3.12 of the Agreement).
- 5.3.11. If a Card previously declared as lost is found, the Customer shall immediately notify the Bank thereof and return the Card to the Bank for further unblocking or its destruction.
- 5.3.12. Return the Card to the Bank within 3 (three) calendar days after its expiration date and/or receipt of the Bank's written request to return the Card (except in case of their loss).
- 5.3.13. 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.
- 5.3.14. 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.
- 5.3.15. Immediately submit to the Bank upon its request the documents specified in clause 5.2.9 of the Agreement.

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

- 5.4.1. To issue and transfer the Card and PIN envelope to the Holder in accordance with clause 3.4. of the Agreement.
- 5.4.2. To familiarize the Customer with the Bank's Tariffs.
- 5.4.3. To debit the Customer'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 Customer's written request.
- 5.4.5. To credit the Customer's SCA when depositing funds to replenish the SCA, as well as in case of Card payment return.
- 5.4.6. To notify the Customer 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, 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, put the Card on the Stop List. Upon receipt of the written refutation of the Cardholder of the loss, theft or illegal use of the Card, unblock the Card.
- 5.4.9. To re-issue the Card within 10 (ten) banking days from the date of submission by the Customer to the Bank of a written application for re-issue of the Card.
- 5.4.10. On the basis of the Customer'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 Customer. The Bank shall take all reasonable and available measures to refund the amount of the Transaction that is not recognized by the Customer.
- 5.4.11. In case of termination of the Agreement, return to the Customer the balance of funds (including the minimum balance amount) placed on the SCA in cash or by wire transfer to the Customer's account in accordance with the Customer's written instructions in accordance with the procedure set forth in clause 7.4. of the Agreement. After that, close the SCA.

## **6. Responsibilities of the Parties**

- 6.1. For non-fulfillment or improper fulfillment of obligations under the Contract the parties shall be liable in accordance with the legislation of the Republic of Uzbekistan.
- 6.2. The Customer is responsible for the accuracy of all information provided to the Bank.
- 6.3. The Customer shall be liable for improper fulfillment of its obligations under the Agreement.
- 6.4. The Customer shall be responsible for all Transactions made with the Card from the moment of its receipt at the Bank. The Customer confirms and guarantees that he/she is familiarized with the currency legislation of the Republic of Uzbekistan and undertakes to ensure its observance when making Transactions with the Card. The Customer 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 IAS and Transactions to third parties only in cases when such disclosure is 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 the Customer's 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 Customer's SCA, if the Customer 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 Customer's losses resulting from technical faults on the side of the MPS 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 has been 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 that occurred through no fault of theirs. The Parties are obliged to immediately notify each other in writing of the beginning and the 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 Customer 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 MPS and the Customer on the Transactions made earlier.
- 7.3. Upon receipt of the Application for termination of the Agreement, the Bank shall terminate all Cards (block the Cards) issued in the name of the Customer 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:
  - 1) the amount of funds exceeding the Minimum Balance shall be returned to the Customer on the day when the Customer submits an application for closing the Account and returns the Card to the Bank;
  - 1) the amount of the Minimum Balance shall be returned to the Customer upon expiration of 30 (thirty) calendar days after returning the Card to the Bank and submitting an application for closing the SCA;
  - 1) in case of failure to return the Card to the Bank on the day of the Customer's application for closing the SCA, the Bank shall block the Card, and the Minimum balance of funds on the SCA shall be returned to the Customer upon expiration of 30 (thirty) calendar days after the Customer's application for closing the SCA.
- 7.5. The Agreement may be unilaterally terminated by the Bank and SCA closed in the following cases:
  - 1) destruction by the Bank of all Cards issued under this Agreement in accordance with clause 5.2.3. of the Agreement;
  - 1) all Cards have been handed over to the Bank or the validity term of the Cards that have not been handed over has expired and new Cards have not been issued to anyone, provided that there are no outstanding liabilities of the Customer as of the date of termination of the Agreement;

- 1 violation by the Cardholder of the terms and conditions of the Agreement, MPS rules, requirements of the legislation of RUz, as well as the assurances given by him according to the Compliance clause (Appendix № 1 to this Agreement), provided that there are no outstanding obligations of the Customer as of the date of termination of the Agreement.
- 7.6. The Bank's notice of intention to terminate the Agreement on the above grounds shall be sent to the Customer 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:
  - 1 from the expiration date of all Cards issued under the Agreement;
  - 1 from the date of termination or suspension of all Cards issued under the Agreement. Upon expiry 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 Customer or transferred to another account upon the Customer'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 Customer confirms that he/she is familiarized with the Bank's Tariffs.
- 8.2. All disputes between the parties related to the Agreement, the parties agreed to resolve 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 to the Bank shall be deemed to have been given and correspondence shall be deemed to have been received by the Customer on the third business day from the date of sending it to the Customer'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 Treaty shall be regulated by the legislation of the Republic of Uzbekistan.

## COMPLIANCE CLAUSE

### 1. Purpose and Definitions.

1.1. The purpose 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 "Anti-money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction" (hereinafter referred to as the "**AML/CFT/FROMU**"), "Anti-bribery and corruption" (hereinafter referred to as the "**ABC**"), "Sanctions and export control measures" (hereinafter referred to as the "**Sanctions**").

**Money laundering** means giving a lawful appearance to the possession, use or disposal of money or other property obtained as a result of committing a crime.

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

**Corruption** means illegal use by a person (bank employees) of his/her position or official position in personal interests or interests of other persons for obtaining material or non-material benefit, as well as illegal presentation of such benefit.

**Bribery** is the giving, promising or authorizing, receiving or transferring of value with the intent to influence the recipient and to obtain improper action from him or her, or situations where the recipient's acceptance of the benefit is improper.

**Sanctions** means economic or financial restrictions or trade embargoes imposed, prescribed or enforced by the governmental authorities of the relevant jurisdiction.

**The Sanctions List** is a register of individuals and/or legal entities, territories, countries, goods and services that are subject to sanctions.

**Export control** means laws or legal acts related to the regulation of import, export, re-export, transfer, release, shipment, transfer or any representation or receipt

of goods, technology, technical data, software or services, and any laws or regulations of a similar nature applicable to and enacted by governmental authorities.

**Sanctions risks** are the probability that the subject of banking transaction services, its founder, beneficiary or controlling person will be subject to American, European sanctions 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 subject to an asset freeze under the Sanctions, (c) with whom transactions are prohibited under the relevant Sanctions or export controls, or (d) owned or controlled by any such Person.

**Financial fraud** means committing unlawful actions in the sphere of money circulation by means of deceit, abuse of trust and other manipulations for the purpose of unlawful enrichment.

**Customer** means the party, legal or private person defined in the Agreement with JSCB "ASIA ALLIANCE BANK" (hereinafter referred to as "the Bank") to which these Compliance Regulations apply.

**Affiliate** means an individual or legal entity that can influence the activities of the client.

**Correspondent Bank** means a bank that has business relations with JSCB "ASIA ALLIANCE BANK" and performs payments, settlements and other operations on behalf of the Bank on the basis of correspondent agreement.

## **2. Legal Basis.**

2.1. Within the framework of this Reservation, the Bank complies with the Legislation of the Republic of Uzbekistan and adheres to international standards.

2.2. Local requirements include the following documents:

- : Criminal Code of the Republic of Uzbekistan.
- : Law "On Combating Corruption".
- : Law "On Combating the Legalization of Proceeds of Crime and the Financing of Terrorism".

- : "Internal Control Rules on Combating Money Laundering, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction in Commercial Banks" No. 2886 dated 23.05.2017.
- : The Bank's procedures in the areas of AML/CFT/FSRMU, PCC and Sanctions.

2.3. International Standards include the following documents:

- : Recommendations<sup>1</sup> of the Financial Action Task Force on Money Laundering (FATF).
- : ISO 37001:2016 is an international standard<sup>2</sup> 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 U.S. Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, United Kingdom and Northern Ireland) and authorized bodies of other foreign states<sup>3</sup> and international organizations, as well as other officially designated sectoral sanctions and/or export control lists.
- : Requirements of the Bank's correspondent banks in the field of AML/CFT/FSRMU, SCC, Sanctions.

### 3. Client Assurance.

3.1. The Customer, upon entering into a contractual relationship with the Bank, assures the Bank that he/she will comply with the Legislative Documents referred to in clause 2.2. and the international standards referred to in clause 2.3., in particular the Customer:

- : does not carry out money laundering and terrorism financing within the framework of contractual relations with the Bank;
- : is not involved in financial fraud within the framework of contractual relations with the Bank;
- : does not offer, does not provide a bribe to an employee of the Bank, does not take a bribe from an employee of the Bank;
- : does not offer or provide bribes to third parties on behalf of the Bank;

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<sup>1</sup> <https://www.fatf-gafi.org/>

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

<sup>3</sup> The G7 countries are France, the United States, the United Kingdom, Germany, Japan, Italy and Canada.

- : does not enter into agreements or perform banking transactions with a party that is on the sanctions list within the framework of contractual relations with the Bank;
- : does not enter into agreements or perform banking transactions with a party whose affiliate is on the sanctions list within the framework of contractual relations with the Bank;
- : does not enter into agreements or bank transactions with third parties for goods and services subject to export control;
- : does not conduct banking transactions through banks that (*including their affiliates*) are on the sanctions lists;
- : ensures full and transparent provision of documents and information on transactions, contracts, parties to transactions, goods and services, and movements of funds within the framework of contractual relations with the Bank;
- : does not intend to carry out any unlawful operations contrary to the Legislation of the Republic of Uzbekistan and international standards;
- : releases the Bank from liability to indemnify the Bank for damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and expenses) 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 clause 3 of this Agreement, the Bank shall be entitled to unilaterally terminate the contractual relations with the Customer.
- 4.2. If there are risks of sanctions or other restrictive measures applied to the Bank by correspondent banks, the Bank shall be entitled to refuse to open an account and perform banking operations.