

**Public Offer Agreement**  
**for the Opening and Processing of Bank Cards for individuals in the National Currency of**  
**the Republic of Uzbekistan**

This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) and defines the standard terms and conditions for servicing the Bank's customers - individuals (hereinafter referred to as the Customer), when providing them with services for the issue and processing of bank cards in the national currency of the Republic of Uzbekistan.

In accordance with Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC RUz), in case of acceptance of the terms and conditions of the Public Offer set out below, the Customer - an individual accepting this offer, becomes the Customer (in accordance with Part 4 of Article 370 of the CC RUz, acceptance of the offer is equivalent to concluding an agreement on the terms and conditions set out in the offer), and the Bank and the Customer jointly are the Parties to this Agreement.

In connection with the above, carefully read the text of this public offer and familiarize yourself with the Bank's Tariffs. If you do not agree with any point of the offer, the Bank suggests that you refuse to use the services.

**1. SUBJECT OF THE AGREEMENT**

- 1.1. The subject of this Agreement is the interaction between the Customer and the Bank in the provision of banking services for opening an account and issuing and processing a bank card(s) (hereinafter referred to as the Card) in the national currency of the Republic of Uzbekistan, for making payments using the Card issued by the Bank.
- 1.2. The terms and conditions of the Agreement are defined in a standard form and can be accepted by the Customer:
  - by submitting an Application to the Bank for opening a SSCA and issuing a bank card in national currency (hereinafter referred to as the Application) and providing the necessary documents;
  - by submitting an electronic application for opening a CCKC and issuing a bank card in national currency and accepting the terms and conditions of the Public Offer at the time the Customer ticks the box (consent) next to the text: "I have read and agree to the terms and conditions of the Public Offer" in the Bank's Mobile Application.

The Customer's performance of these actions means the Customer's joining (acceptance) to this Agreement as a whole.

**2. DEFINITIONS**

- 2.1. **Acceptance of the Offer** means full and unconditional acceptance of the Offer by the Customer by performing the actions specified in Clause 1.2. of this Offer.
- 2.2. **Authentication** is the procedure for the Customer to confirm that it was he or she who contacted the Bank via Remote Service Channels to obtain information, conclude agreements, send documents, perform transactions and perform other actions in the manner prescribed by the terms and conditions of the Agreement.
- 2.3. **ATM** is an automated device used to issue cash to the Cardholder according to the Card within the limits of the balance of funds on the SSCA, and to provide reference information upon presentation of the Card.
- 2.4. **Refund** is any refund of funds due to the Cardholder's refusal of goods, works and services purchased using the Card, approved by the Enterprise and carried out by the Enterprise in the established form for crediting the Customer's SSCA. Refund cannot be made in cash.

- 2.5. **Cardholder** is the Customer in whose name the Bank has issued the Card, or another individual in whose name the Bank has issued an Additional Card at the Customer's instruction.
- 2.6. **Identification** is determination by the Bank of the Customer's data on the basis of the documents provided by him/her (upon the Customer's personal application to the Bank for any banking services), as well as additionally confirmed information available in open sources and databases for the purpose of conducting a Customer due diligence check.
- 2.7. **Card** is the **main** bank Card issued by the Bank in the name of the Customer, an **Additional** bank Card issued to the Card account in the name of the Customer or an individual specified by the Customer in the application. The Card is the property of the Bank and is issued for the period specified on the front side of the Card.
- 2.8. **Customer** - an individual is a citizen of the Republic of Uzbekistan, a foreign citizen or a stateless person who has accepted the offer, and is thus a customer of the Bank's services under the concluded offer agreement.
- 2.9. **The Bank's mobile application** is a software product installed on the operating system of a mobile device, with the help of which the Customer interacts with the Mobile Banking System.
- 2.10. **SSCA** is a special soum card account in the national currency of the Republic of Uzbekistan, opened by the Bank for the Customer to conduct mutual settlements using the Card.
- 2.11. **Offer** is a proposal addressed to one or more specific persons, which is sufficiently definite and expresses the intention of the person making the proposal to consider himself as having concluded an agreement with the addressee who will accept the proposal. In this case, the offer is this Public Offer Agreement, which is executed between the Bank and the Customer by means of the acceptance of the offer by the Customer (hereinafter referred to as the "Agreement").
- 2.12. **PIN codes** are special codes to confirm the legitimacy of the Cardholder to perform transactions using the Card, as well as to restrict access to information. PIN codes are confidential information and must be kept in secret by the Cardholder in order to ensure the safety of funds on the Card.
- 2.13. **Enterprise** is any legal entity or individual entrepreneur accepting Cards as a means of making settlements with the Cardholder for goods, works and services in the territory of the Republic of Uzbekistan.
- 2.14. **Card details** are card number and expiration date.
- 2.15. **Terminal** is a device or software used for payments by Card for goods, works and services, receiving cash at bank cash desks, as well as for providing reference information upon presentation by the Cardholder.

### 3. GENERAL

- 3.1. Based on this Agreement and the Customer's application/request for the Card issue, the Bank shall open an SSCA for the Customer within 3 (three) business days, issue the Card and transfer/deliver it to the Customer/Cardholder. Upon receipt of the Card, the Customer/Cardholder must present the original identity document and change the PIN code.
- 3.2. In the event that a card is issued to the Customer within the framework of a salary project, the Bank shall open a SSCA for the Customer within the period agreed upon with the Enterprise, issue the Card and transfer it to the Enterprise's representative (trustee). Trustees are individuals appointed and authorized by the Enterprise (based on a Power of Attorney), who interact with the Bank on issues of card issuance and processing.

- 3.3. The Bank may issue and maintain no more than five Cards with a SSCA in the national currency of the Republic of Uzbekistan in the name of the Customer.
- 3.4. The Bank shall charge the Customer a fee for issuing/reissuing the Card in accordance with the Bank's current Tariffs.
- 3.5. The Bank shall issue a Card for the period specified on the front side of the Card. Within 10 (ten) calendar days prior to the expiration of the Card, the Customer must contact the Bank to reissue the Card.
- 3.6. The SSCA opened by the Bank for the Cardholder to perform transactions using the Card, monitor its accounting and settlements, has the following mode:
- 1) SSCA is maintained in the national currency of the Republic of Uzbekistan - soum;
  - 2) SSCA is not intended for conducting settlement transactions related to entrepreneurial activity;
  - 3) interest is accrued on the actual balance of funds in the SSCA in the amount established by the Bank's Tariffs;
  - 4) a Cardholder can independently perform debit transactions on the SSCA only by using the Card and only during the Card's validity period;
  - 5) The Bank shall debit the fees from the SSCA in accordance with the Tariffs and other payments in accordance with this Agreement without further acceptance.
- 3.7. The Cardholder may perform the following types of transactions provided by the Bank under this Agreement:
- 3.7.1. non-cash settlements with Enterprises for goods, works and services rendered;
  - 3.7.2. cash withdrawal through ATMs and bank cash desks;
  - 3.7.3. cash deposits to the SSCA through the Bank's cash desks;
  - 3.7.4. non-cash crediting of funds to the SSCA from other accounts in accordance with the current legislation;
  - 3.7.5. receipt of reference information on transactions performed through the use of ATMs, information kiosks, etc. Only the Customer has the right to receive reference information from the bank (receiving a statement on the account operation, etc.);
  - 3.7.6. Internet payments, etc.
- 3.8. The Bank shall charge the Customer a fee for conducting transactions in accordance with the Bank's current Tariffs. The Customer instructs the Bank to write off the fee from the SSCA without further acceptance in accordance with the Tariffs.
- 3.9. In the event that the Bank makes changes/additions to the Tariffs and this Agreement, the Bank shall notify the Customer thereof no later than 10 (ten) calendar days prior to the date of introduction of such changes/additions, without concluding an additional agreement to this Agreement, in any of the following ways:
- by posting changes and/or additions to the Tariffs and the Agreement on information boards in the Bank's offices;
  - by posting changes and/or additions to the Tariffs and the Agreement on the Bank's web page at: [www.aab.uz](http://www.aab.uz);
  - in another way, at the discretion of the Bank.
- 3.10. If the Customer fails to submit any objections regarding the changes/additions made by the Bank to the Tariffs and this Agreement within 10 days, such changes/additions shall be deemed accepted by the Customer. If the Customer disagrees with the changes or additions

made to the Tariffs and this Agreement, the Customer has the right to terminate the Agreement in the manner prescribed by this Agreement before such changes/additions come into force.

- 3.11. SSCA is serviced using the debit scheme.
- 3.12. All payments under this Agreement shall be made in the national currency of the Republic of Uzbekistan.
- 3.13. The Customer confirms that he/she has read and agrees with all the provisions of the Agreement and the Tariffs, and with the procedure for using the Card. The Customer undertakes to familiarize the Holder of the Additional Card with the procedure for its use, the procedure for performing transactions, and the Tariffs.
- 3.14. The Additional Card shall be terminated:
  - upon expiration of the Additional Card;
  - in case of closing the SSCA.
- 3.15. All transactions on the Additional Card and mutual settlements with the Bank are carried out on the SSCA.
- 3.16. All transactions made on the Additional Card within the framework of the Agreement are considered to be made on behalf of the Customer. The Customer is responsible for the transaction made by the Holder of the Additional Card.
- 3.17. Transactions made by the Customer through the Online Casino are not subject to challenge.

#### **4. RIGHTS AND RESPONSIBILITIES OF THE BANK**

##### **4.1. The Bank shall:**

- 4.1.1. within 3 (three) business days after the Customer submits to the Bank the Application/Request for the issue of the Card, open an SSCA for the Customer, issue the Card in the name of the Cardholder, activate it in the established manner and transfer it to the Customer/Holder;
- 4.1.2. when issuing the Card, familiarize the Customer with the procedure for using the card and the Bank's Tariffs;
- 4.1.3. promptly make settlements on transactions using the Card in accordance with applicable law, banking rules, the rules of the Payment System, this Agreement and the Tariffs;
- 4.1.4. fulfill the instructions of the Customer/Cardholder to transfer funds from the SSCA upon submission to the Bank of a properly completed Application for transfer and provided that the balance of funds in the SSCA is sufficient to make the transfer and pay the Bank's commission;
- 4.1.5. debit the Customer's SSCA for the amounts of all transactions performed by the Cardholder that reduce the balance of funds on the SSCA, as well as for the amounts of the commission fee to the Bank for the Cardholder performing the said transactions;
- 4.1.6. credit the Customer's SSCA for the amounts of all transactions that increase the balance of funds on the SSCA;
- 4.1.7. provide, upon the Customer's request, a statement of cash flow on the SSCA and conduct investigations into the Customer's claims;
- 4.1.8. notify the Customer of changes to the Tariffs and terms of this Agreement in the manner prescribed by clause 3.9. of this Agreement;

- 4.1.9. upon receipt of a statement from the Cardholder about the loss, theft or illegal use of the Card - immediately block the Card;
- 4.1.10. reissue the Card within 10 (ten) banking days from the date of the Customer's submission to the Bank of a written application for reissue of a lost or stolen Card;
- 4.1.11. provide the Customer with consultations on the use of the Card and settlement procedure;
- 4.1.12. in the event of termination of this Agreement, after the financial obligations between the Parties have been settled, return to the Customer the remaining funds placed in the SSCA and then close the SSCA.

**4.2. The Bank shall be entitled to:**

- 4.2.1. verify the accuracy and completeness of the information specified and provided by the Customer to the Bank;
- 4.2.2. write off from the Customer's SSCA without acceptance:
  - 1) funds equivalent to the amounts of transactions completed using the Card;
  - 2) funds erroneously credited to the SSCA;
  - 3) the amounts of the Bank's fee in accordance with the Tariffs;
  - 4) documented expenses incurred by the Bank in connection with processing bank cards;
- 4.2.3. destroy the Card not claimed by the Customer/Cardholder within 3 (three) months after its issue by the Bank;
- 4.2.4. Refuse to issue the Card and open the SSCA if the Bank has previously issued 5 (five) Cards in the Customer's name that have not expired by that time.
- 4.2.5. at any time, including, but not limited to, in the event of:
  - a) violation by the Cardholder of the terms of this Agreement, representations given by him/her in accordance with the Compliance Clause (Annex No. 1 to this Agreement), the Payment System Rules, internal banking regulations, or current legislation;
  - b) implementation by the Cardholder of illegal transactions or actions that threaten the reputation of the Bank or cause damage to other persons or the Bank itself;
  - c) if the data provided by the Customer is found to be inaccurate;
  - d) in other cases, at the Bank's discretion, the Bank has the right to suspend or terminate the Card and take all necessary measures for this;
- 4.2.6. in cases established by regulatory acts, monitor the compliance of the Cardholder's transactions via the SSCA with the current legislation. For this purpose, the Bank has the right to request from the Customer the necessary documents confirming the information in the Applications required to identify the Cardholder and collect information about the Cardholder, and make copies of them. In case of failure to provide the specified documents, the Bank has the right to refuse to carry out a debit transaction via the SSCA;
- 4.2.7. in cases stipulated by the legislation in the field of combating the legalization of proceeds from crime and the financing of terrorism, suspend transactions via the SSCA or refuse to carry them out;
- 4.2.8. terminate this Agreement unilaterally in the cases specified in clause 7.3. of this Agreement;

- 4.2.9. block the Card and the SSCA in the event of no transactions on the SSCA for 12 months, provided there is a balance on the SSCA. In the future, when the Customer applies for a refund of funds on the blocked SSCA, the Bank shall, after receiving the relevant written application, issue them to the Customer in cash or, at his instruction, transfer them to another account no later than seven days;
- 4.2.10. Refuse to accept the Customer's application to challenge transactions (open a dispute) carried out through the Online Casino.
- 4.2.11. at its own discretion, change the set of operations, services and functions related to the use of the Card, make changes and additions to the Tariffs and this Agreement, having previously notified the Customer of such changes and additions in the manner provided for in clause 3.9. of this Agreement;
- 4.2.12. demand that the Customer pay the Bank all amounts of debt and all expenses related to the violation of this Agreement.
- 4.2.13. without acceptance (without obtaining additional consent from the Customer), write off funds from the SSCA and from the accounts of other Cards of the Customer, including those opened in other banks, in the event of a negative balance on the SSCA, including due to technical failures or untimely mutual settlements under clearing by processing centers.

## **5. RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER**

### **5.1. The Customer shall:**

- 5.1.1. comply with the law, the internal banking rules established in accordance with it, the rules of the Payment System, the requirements of this Agreement and the representations given by it in accordance with the Compliance Clause (Annex No. 1 to this Agreement);
- 5.1.2. open a SSCA and issue a Card, submit the following documents to the Bank:
  - an application for the issue of the Card in the form established by the Bank;
  - the original identity document;
  - the original passport or other identity document of the Holder of the Additional Card.

The Customer guarantees that all information provided by him to the Bank in connection with the execution of the Agreement is true, complete and accurate;

- 5.1.3. inform the Bank of changes in the last name, first name, patronymic, place of residence, passport details/details of another identity document, contact phone number, as well as other information provided by him upon conclusion of this Agreement, within ten business days from the date of such changes. In case of change of passport data/data of other identity document, provide to the Bank a new identity document (in case of change of surname, first name or patronymic, additionally provide a document certifying change of these data). All risks arising from failure to provide or untimely provision of information specified in this clause are assigned to the Customer;
- 5.1.4. ensure safety of the received Card, take all measures to prevent damage, loss of the Card or its illegal use. After termination of the Card or termination, cancellation of this Agreement, return the Card to the Bank;
- 5.1.5. carry out debit transactions within the balance of funds on the SSCA, control occurrence of over-limit debt and prevent its occurrence. In case of occurrence of

debt to the Bank in connection with formation of a negative balance on the SSCA, pay off the debt at the first demand of the Bank;

- 5.1.6. notify the Bank in writing of any funds erroneously credited to the SSCA that do not belong to the Customer within 10 (ten) calendar days from the moment this fact is discovered, and in such cases ensure that there are sufficient funds in the SSCA for the Bank to write off the erroneously credited funds without acceptance;
- 5.1.7. not use the SSCA for entrepreneurial activities;
- 5.1.8. in the event of a return to the outlet of a purchase paid for with the Card, not demand that the outlet return the purchase price in cash. Such reimbursement can only be made to the SSCA by bank transfer;
- 5.1.9. pay the Bank fees in accordance with the current Tariffs;
- 5.1.10. reimburse the Bank for documented expenses to prevent illegal use of the Card in the amount of the expenses actually incurred by the Bank, as well as the Bank's losses associated with the Customer's violation of this Agreement;
- 5.1.11. upon the first request of the Bank, present the Card to the Bank;
- 5.1.12. in cases of loss, theft and/or illegal use of the Card, to suspend transactions on the Account (block the Card), notify the Bank thereof in writing. An additional card or a written notice of loss of an additional card may also be accepted from the Holder of the additional card. Upon discovery of a Card previously reported as lost, immediately notify the Bank and surrender the Card;
- 5.1.13. in case of termination of this Agreement, close the account with the Bank, receive the remaining funds (if there is a balance on the SSCA) by submitting a corresponding application;
- 5.1.14. apply to the Bank with an Application for reissue of the Card 10 (ten) calendar days before the expiration of the Card;
- 5.1.15. promptly provide the Bank with the necessary documents upon its request;
- 5.1.16. familiarize the Additional Card Holder with the requirements of the current legislation, this Agreement and the Tariffs; with the procedure for using the card
- 5.1.17. when filing a claim with the Bank regarding a disputed transaction, provide a terminal slip for the disputed transaction;
- 5.1.18. not transfer card details, PIN code, one-time verification codes received via SMS notifications when logging into mobile applications and in other cases to third parties;
- 5.1.19. not follow dubious links on the Internet.

**5.2. The Customer shall be entitled to:**

- 5.2.1. perform transactions using the Card within the limits of the funds available on the SSCA;
- 5.2.2. receive written and oral information on the status of the Card Account, a statement on the SSCA upon personal application to the Bank with an identity document, as well as by telephone, subject to passing Authentication. Also receive information on the operation of the SSCA using the corresponding menu of the Bank's Mobile Application.
- 5.2.3. receive information (statement) on the SSCA. Request duplicate statements for any period required by the Customer, as well as other documents confirming the

legitimacy of the Bank's debiting of funds from the SSCA. In this case, the Customer must personally contact the Bank and present the original identity document;

- 5.2.4. apply to the Bank with a written application for the issue of an Additional Card;
- 5.2.5. apply to the Bank by submitting an appropriate Application for the issue of a new Card in the event of its loss (theft) or expiration;
- 5.2.6. give the Bank instructions to transfer funds from the SSCA to the details specified by the Customer in the Transfer Application completed in the form established by the Bank;
- 5.2.7. in the event of loss, theft or unauthorized use of the Card, immediately contact the Bank with a written application to block the Card;
- 5.2.8. at its own discretion, change PIN codes, using the Bank's equipment (terminals or ATMs);
- 5.2.9. close the SSCA at any time by submitting a corresponding Application to the Bank.

## **6. LIABILITIES OF THE PARTIES**

- 6.1. The Parties shall be liable for failure to perform or improper performance of their obligations in accordance with the current legislation of the Republic of Uzbekistan and the terms of this Agreement.
- 6.2. 6.2. The Customer shall be liable for all transactions carried out by him or his authorized representative, as well as by Holders of Additional Cards. Damage caused to the Bank as a result of failure to perform or improper performance of the terms of this Agreement by the Cardholder shall be subject to unconditional compensation by the Customer.
- 6.3. The Customer shall be liable for the consequences of untimely notification of the Bank about blocking of the lost Card.
- 6.4. The Bank shall be liable for the safety of funds placed by the Customer on the SSCA and shall guarantee their return to the Customer in accordance with this Agreement and the current legislation of the Republic of Uzbekistan. The Bank shall be liable for maintaining banking secrecy regarding transactions on the SSCA. Information about the SSCA and transactions using the Card may be disclosed by the Bank to third parties only in cases where such disclosure of information is the Bank's obligation under the current legislation of the Republic of Uzbekistan, or in other cases with the consent of the Customer.
- 6.5. The Bank shall bear liability for the untimely crediting of funds to the SSCA as established by law.
- 6.6. The Bank shall not be liable to the Customer for the provision of services or their quality when such services are rendered by third parties, and their provision is conditioned by the presence of the Cardholder. The Bank shall be released from property liability in the event of technical failures (disconnection/damage to power supply and communication networks, equipment failure, software failures, power supply, data transmission systems and the Bank's database, communication failures with the processing organization, etc.), which entail the Bank's failure to comply with the provisions of this Agreement.
- 6.7. The Bank shall not be liable for the consequences of the Customer's untimely notification of the Bank about the blocking of a lost Card.
- 6.8. The Parties shall be released from liability for failure to perform or improper performance of the obligations assumed under this Agreement, if it turned out to be impossible due to the occurrence of force majeure circumstances. Such circumstances include, but are not limited to: military actions, mass riots, epidemics, fires, natural disasters, acts and (or) actions of state bodies, Payment Systems that directly affected the fulfillment of obligations under this



Agreement. The Parties are obliged to immediately notify in writing of the beginning and end of such force majeure circumstances. Force majeure circumstances will be considered force majeure if they are confirmed in the established manner by authorized bodies.

## **7. VALIDITY OF THE AGREEMENT, PROCEDURE FOR ITS TERMINATION**

- 7.1. The Agreement shall enter into force from the date of acceptance of this offer by the Customer and shall be valid for an indefinite period of time.
- 7.2. The Agreement may be terminated based on a written Application from the Customer to terminate this Agreement and close the Account, provided that:
- the Customer has fulfilled all obligations to the Bank under this Agreement;
  - the Customer has no debt to the Bank.
- 7.3. This Agreement shall be terminated by the Bank unilaterally in the following cases:
- in the event of the Customer's refusal to accept the changes and additions made by the Bank to the Tariffs and this Agreement (clause 3.10. of this Agreement);
  - the Customer's violation of the terms of the Agreement, the assurances given by him in accordance with the Compliance Clause (Annex No. 1 to this Agreement), the requirements of the legislation of the Republic of Uzbekistan;
  - in the event of destruction by the Bank of an unclaimed Card;
  - upon expiration of the Cards and subsequent refusal by the Customer or the Bank to reissue, or in the event of early termination of the Card, provided that all financial obligations between the parties are settled in accordance with this Agreement;
  - in the absence of transactions on the SSCA for 12 months, if there is no balance on the SSCA and the Customer has no obligations to the Bank under this Agreement.
- 7.4. Termination of this Agreement shall be the basis for closing the Customer's account.

## **8. DISPUTE RESOLUTION**

- 8.1. All disputes and disagreements arising during the performance of this Agreement shall, if possible, be resolved through negotiations between the Parties.
- 8.2. Disputes on which an agreement was not reached shall be resolved in a civil court in the manner prescribed by the current legislation of the Republic of Uzbekistan.

## **9. LEGAL ADDRESS AND BANK DETAILS**

### **"ASIA ALLIANCE BANK" JSCB**

Address: Tashkent, Yashnabad district,  
Makhtumkuli street, 2A.

Bank details:

Current account 2980200000001095001

MFO: 01095 INN: 207018693

OKED: 64190 OKPO: 22921172