

SAMPLE
**Public Offer Agreement and General Provisions for Providing a Loan with an
Overdraft Condition by "ASIA ALLIANCE BANK" JSCB**

This document is an official proposal (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) to execute a loan agreement with an overdraft condition. This document includes General Provisions, the procedure for granting, and using a loan with an overdraft condition.

Individual terms and conditions for providing an overdraft are specified before the Borrower receives an overdraft. The Borrower shall accept and agree to the Individual Overdraft Terms and Conditions by placing its signature on a separate document where the Bank sets out such individual terms and conditions.

If the Borrower accepts this Offer and the Individual terms and conditions for the provision of an overdraft, the Borrower shall be considered as entered into an Agreement with the Bank for the provision of a loan with an overdraft condition under the terms provided for by this Public Offer and the Individual terms and conditions for the provision of an overdraft.

1. Procedure and provisions for executing an agreement

1.1. The Bank shall provide an overdraft only to the Borrower who has entered into an Agreement by joining this Public Offer (in accordance with clause 2, Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), containing the General Provisions for the Bank to provide a loan with an overdraft condition, and who has expressed consent (in accordance with part 4, Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer is equivalent to the conclusion of an agreement under the terms and conditions set out in the offer) with Individual terms and conditions for the provision of an overdraft. Joining is expressed by the Borrower performing a set of the following actions:

- A) applying to the Bank with an Application for a loan with an overdraft condition in the form approved by the Bank (Application);
- B) provision of documents specified in the Application;
- C) Borrower's consent with the Individual terms and conditions for providing an overdraft (if the Bank made a positive decision to provide an overdraft to the Borrower).

1.2. From the date the Borrower accepts this Public Offer and the Individual Terms and Conditions for the Provision of an Overdraft, the Public Offer containing the General Provisions for the Provision of an Overdraft, as well as the Individual Terms and Conditions for the Provision of an Overdraft, shall constitute an Agreement on the provision of a loan with an overdraft condition, entered into between the Bank and the Borrower (hereinafter referred to as the Agreement).

2. Definitions and Interpretations

Borrower is an employee who is in an employment relationship with the Organization or a pensioner who has a special UZS card account with ASIA ALLIANCE BANK, opened as part of a salary project or for crediting a pension.

Organization is an enterprise that has entered into an agreement with the Bank to maintain the organization within the framework of a salary project, and with which the Borrower has an employment relationship.

Overdraft is a special form of loan in which the Bank pays for the Borrower's expense transactions in excess of the funds available on the SSCA, within the Overdraft Limit.

SSCA is a special UZS card account opened for the Borrower at the Bank as part of a salary project or for crediting pensions.

Card is a plastic Card issued by the Bank in the name of the Borrower as part of a salary project or for crediting pensions, as an instrument of non-cash payments, intended for the

Borrower to carry out transactions with funds held on the SSCA in accordance with the legislation of the Republic of Uzbekistan.

Overdraft limit is the maximum amount within which the Borrower is given the opportunity to carry out transactions using overdraft funds.

Available balance on SSCA means the amount of funds, including the balance of the Borrower's own funds on SSCA and the amount of the unused Overdraft Limit.

Loan account is an internal account of the Bank used to reflect transactions for the provision and/or repayment of an Overdraft.

3. General Provisions

3.1. Under the terms and conditions provided for in this Agreement, the Bank provides the Borrower with a loan in the form of an "overdraft" in the event of insufficient or absence of funds in a special UZS card account (hereinafter referred to as SSCA), opened for the Borrower at "ASIA ALLIANCE BANK" JSCB as part of a salary project or for crediting pensions (hereinafter referred to as SSCA).

3.2. A loan in the form of an "overdraft" (hereinafter referred to as overdraft) should be understood as a special form of loan in which the Bank pays for the Borrower's expense transactions in excess of the funds available on the SSCA, within the overdraft limit defined in the Application for a loan with an overdraft condition.

3.3. In the sense of this Agreement, the overdraft limit should be understood as the maximum amount within which the Borrower is given the opportunity to carry out transactions using overdraft funds. The size of the overdraft limit is specified in the Individual terms and conditions for the provision of an overdraft, taking into account the amount specified by the Borrower in the Application for a loan with an overdraft condition, and the result of an analysis of the Borrower's creditworthiness, and cannot exceed three times the average monthly salary/pension. During the term of this Agreement, the overdraft limit is reduced in accordance with the Schedule for reducing the overdraft limit, which is executed when issuing a loan with an overdraft condition and is an integral part of the Agreement on providing a loan with an overdraft condition.

4. Loan Conditions

4.1. The opportunity to use an overdraft to pay for transactions made using a card shall be provided to the Borrower on the date of the Agreement execution or after the provision of security for the overdraft, if such a condition is specified in the Individual terms and conditions for the provision of an overdraft and shall be valid until the occurrence of one of the following events:

- before the date specified in the Individual terms and conditions for the provision of an overdraft;
- until the Agreement is terminated by the Bank under the grounds specified in clause 7.2.6 hereof;
- until the Bank receives an application from the Borrower for early termination of the Agreement.
- before the date of early termination of the Agreement under the grounds specified therein.

4.2. Overdraft shall be provided for a period of up to 12 months.

4.3. During the term of the Agreement, the available balance on the account will be determined as follows: the amount of funds, including the balance of the Borrower's own funds on the SSCA and the amount of the unused overdraft limit.

4.4. An overdraft shall be provided when there is insufficient or unavailable funds on the SSCA.

4.5. The provision of an overdraft is carried out by crediting funds to the Borrower's SSCA based on the documents received by the Bank in electronic or other form for the

Borrower's operations carried out under the SSCA, with an excess of the balance of funds on the SSCA. The day when the overdraft is granted, shall be considered as the day the funds provided are credited to the Borrower's SSCA.

4.6. The document confirming the fact of the provision of an overdraft shall be a statement of cash flows on the Borrower's loan account.

5. Overdraft Fee

For using the overdraft, the Borrower shall pay the Bank interest in the amount of ____% (_____) per annum, accrued on the actually used overdraft amount.

5.1. If the Schedule for reducing the overdraft limit is violated, the interest rate shall increase, and the Bank shall charge interest on the amount of the overdue principal debt on the overdraft at the rate _____% (_____) per annum.

6. Procedure for Overdraft Calculating, Paying Interest and Repayment

6.1. Interest for using an overdraft shall be calculated daily at the end of the working day, based on 365 days a year, the actual number of days in each month and the actual number of days of using the loan.

6.2. The Bank shall charge interest for using an overdraft starting from the day the overdraft is provided until the day it is fully repaid.

6.3. The borrower shall repay the amount of the overdraft debt and accrued interest no later than the dates specified in the Schedule for reducing the overdraft limit.

If the date of repayment of the overdraft debt and the date of payment of interest within the schedule is not a bank business day, then repayment shall be postponed to the next bank business day. If the last date for repayment of overdraft debt and the date for payment of interest is not a bank business day, then repayment shall be transferred to the previous bank business day.

6.4. Repayment of overdraft debt, accrued interest and accrued penalties shall be made from funds located and received by the Borrower's SSCA, regardless of the expiration of the deadlines established in the Schedule for reducing the overdraft limit.

6.5. The Borrower shall grant the Bank the right to write off to repay the debt under this Agreement, without additional instruction from the Borrower, all funds located and received by the Borrower's SSCA in the Bank.

6.6. If the Borrower violates the deadlines for repaying the overdraft (the Borrower exceeds the overdraft limit) or paying interest, in order to properly fulfill its obligations, the Borrower shall grant the Bank the right to write off with the Bank's payment document the amount of overdue debt on the overdraft and interest, as well as the penalty, from other bank accounts of the Borrower besides the SSCA, opened at the Bank, in accordance with the current legislation of the Republic of Uzbekistan and the sequence specified in clause 6.7 hereof.

6.7. Funds received from the Borrower or funds available in any of the Borrower's accounts with the Bank shall be used to repay its overdraft debt in the following order and priority:

- proportionately overdue principal debt and overdue interest payments;
- accrued interest for the current period and outstanding principal for the current period;
- penalty (fine, penalty);
- other expenses of the creditor related to debt repayment.

6.8. The day of repayment of debt to the Bank for overdraft and interest shall be the day the Bank writes off funds from the Borrower's SSCA to repay the corresponding debt.

7. Rights and Liabilities of the Parties

7.1. The Bank shall:

7.1.1. Conduct an analysis of the Borrower's creditworthiness and prepare Individual terms and conditions for providing an overdraft/Refusal to provide an overdraft within 3 (three) business days from the date the Borrower contacts the Bank with an Application for a loan with an overdraft condition.

7.1.2. Provide the Borrower with a loan in the form of an overdraft in the amount and under the terms and conditions specified in this Agreement.

7.1.3. Notify the Borrower about the status, timing, amount, composition and consequences of failure to fulfill obligations to repay the overdue debt under this Agreement.

7.1.4. Maintain banking secrecy regarding the Borrower's credit transactions.

7.2. The bank shall be entitled to:

7.2.1. Use the Borrower's personal data to assess its solvency. If the Bank has reason to believe that the Borrower will not be able to timely fulfill its obligations under the Agreement, the Bank has the right to refuse to provide an overdraft to the Borrower in whole or in part.

7.2.2. Charge and collect interest for using the overdraft in the amounts, terms and manner provided for in this Agreement.

7.2.3. Check the financial condition of the Borrower. The frequency of such inspections shall be established by the Bank.

7.2.4. Write off, without additional request from the Borrower, to pay off the debt under this Agreement, funds located and received by the Borrower's SSCA in the Bank, as well as from other accounts.

7.2.5. Temporarily suspend lending to the Borrower (reduce the overdraft limit to zero) in the following cases:

- if the Borrower violates the terms of repayment of the overdraft and payment of accrued interest;
- if the Borrower exceeds the overdraft limit;
- if the borrower fails to fulfill the obligation specified in clause 7.3.3 hereof.

If the Borrower repays overdue debt on overdraft and/or interest within the month following the month in which it arose, the Bank has the right to restore the Borrower's overdraft limit.

7.2.6. Reduce the overdraft limit or refuse further lending to the Borrower's SSCA unilaterally, presenting the used overdraft amount for early collection in the event of:

- receiving information about a decrease in the amount of monthly cash receipts at the Borrower's SSCA;
- receipt by the Bank of the Borrower's application to close the SSCA;
- late repayment of principal, interest and/or other overdraft payments;
- violation and/or non-fulfillment and/or improper fulfillment by the Borrower of its obligations under this agreement;
- deterioration of the Borrower's financial condition;
- termination of employment relations with the Employer (except for pensioners);
- receipt by the Bank of an application from the Borrower's Employer to terminate the contract for servicing the organization within the framework of the salary project;
- the Bank has established that the Borrower has provided false information;
- the Borrower's evasion of banking control;
- emergence of any factors that increase the risk of overdraft non-repayment.

7.2.7. Notify the Borrower in advance of the next payment date according to the Schedule for reducing the overdraft limit.

7.3. The Borrower shall:

7.3.1. When using an overdraft, observe the basic principles of lending: maturity, repayment, payment, security (if the terms of the overdraft provide for the provision of collateral).

- 7.3.2. Return the overdraft and pay the accrued interest, as well as the penalty in the manner and within the time limits established by this Agreement.
- 7.3.3. Within 5 (five) calendar days after executing the Agreement, provide the Bank with the security specified in the Application for a loan with an overdraft condition.
- 7.3.4. Not to undertake any obligations and measures that may lead to a deterioration in the financial condition of the Borrower and the threat of non-fulfillment and/or improper fulfillment by the Borrower of its obligations to the Bank under this agreement.
- 7.3.5. Repay the overdraft debt, interest and/or other overdraft payments arising from the terms of this Agreement within 5 (Five) calendar days from the date of receipt of the relevant notice (claim) of the Bank in the cases specified in clause 7.2.6 hereof.
- 7.3.6. In order to implement the Bank's control functions:
- provide the opportunity for Bank employees to check and double-check, using any sources, the information specified in the documents submitted to obtain an overdraft, incl. by visiting their place of residence, work, etc.;
 - provide individual information, personal, biographical data or other information upon the written request of the Bank within 5 calendar days from the date of receipt of this request.
- 7.3.7. At the request of the Bank, reimburse it for all expenses and losses incurred by the Bank, including in connection with taking measures for forced and/or early collection of overdraft debt.
- 7.3.8. Notify the Bank of changes in the information specified in the documents for obtaining an overdraft, incl. about changes in passport data, registration, actual place of residence, place of work, last name, first name, patronymic, home, work or mobile phone number, as well as the occurrence of other circumstances that could affect the Borrower's fulfillment of obligations under this Agreement, within 5 (five) calendar days from the date of occurrence of such changes, circumstances and, if necessary, sign additional agreements with the Bank to the loan documentation. The Bank is not responsible for the Borrower's failure to receive notifications or receipt of notifications by another person due to the Borrower's failure to fulfill the obligations specified in this paragraph.
- 7.3.9. Immediately notify the Bank in writing of changes that may affect the fulfillment of obligations under this Agreement, including:
- cessation or reduction in the amount of monthly cash receipts to the SSCA;
 - obtaining loans from the Bank and other banks.
- 7.3.10. Do not interfere with the Bank in exercising any of the Bank's rights provided for by this agreement and the current legislation of the Republic of Uzbekistan.
- 7.3.11. The Borrower has no right to fully or partially assign its rights and obligations under this agreement to another person without the written consent of the Bank.
- 7.3.12. Maintain the confidentiality of the terms and conditions of this Agreement.
- 7.4. The borrower shall be entitled to:
- 7.4.1. Join the Agreement by performing the actions established by clause 1.1 of this Public Offer in order to accept the terms of this Offer and execute the Agreement.
- 7.4.2. Use a loan in the form of an "overdraft" within the established overdraft limit under the conditions established by this Agreement.
- 7.4.3. Repay the entire amount of the overdraft debt and pay interest ahead of schedule by depositing cash into the SSCA or by non-cash transfer to the SSCA from any accounts of the Borrower in the manner established by the legislation of the Republic of Uzbekistan. For early repayment of the entire amount of overdraft debt, the Borrower must submit a corresponding application to the Bank. Partial early repayment of the principal debt under an overdraft is not permitted.
- 7.4.4. Refuse to receive an overdraft after concluding this Agreement during the period until the Borrower receives funds from the Bank.

8. Ensuring Overdraft Repayment

8.1. If the Overdraft Limit provided to the Borrower exceeds the amount of _(specify the amount in figures and words)_____, the Borrower is obliged to provide the Bank with the following security in an amount of at least 125% (130% for persons associated with the Bank) of the Overdraft Limit amount no later than 5 (five) calendar days after the conclusion of the Agreement:

8.1.1. third party guarantee. The specific terms of the guarantee are stipulated in the relevant guarantee agreement concluded between the Bank, the Borrower and the Guarantor, which must be executed by the Borrower before the date of provision of the loan under this agreement. The costs associated with concluding a guarantee agreement are borne by the Borrower at his own expense.

8.1.2. pledge of property owned by the Borrower or a third party (hereinafter referred to as the Subject of Pledge). The agreed collateral value of the collateral is indicated in the Individual Conditions for Providing an Overdraft, as well as in the act of agreeing on the value of the collateral signed by the Bank and the Borrower, the Pledgor (if the mortgagor is a third party). The specific conditions for pledging the above-mentioned collateral provided as collateral for a loan are determined by the collateral agreement. The Borrower undertakes to insure the "Pledged Subject" through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this agreement. The beneficiary in the event of an insured event is the Bank. The corresponding properly executed insurance contract and insurance policy must be submitted by the Borrower to the Bank before the date of provision of the loan under this agreement. The Borrower bears the costs associated with drawing up a pledge agreement with a notary, as well as drawing up an insurance contract at his own expense.

8.1.3. insurance against the risk of loan default. Before providing a loan under this agreement, the Bank enters into an insurance agreement with the Insurer for the risk of loan non-repayment and pays the insurance premium to the Insurer. The Borrower shall reimburse the Bank for the paid amount of the insurance premium on the day the Bank pays the insurance premium. The Borrower shall reimburse the Bank for the paid amount of the insurance premium on the day the Bank pays the insurance premium.

8.2. Security for loans provided to persons associated with the bank is accepted in the amount established by the legislation of the Republic of Uzbekistan.

8.3. Specific information about the security is indicated in the Borrower's Application for a loan with an overdraft condition, as well as in the Individual conditions for the provision of an overdraft.

8.4. If the Borrower fails to provide security within the time limits established by this Agreement, the Bank has the right to terminate the Agreement unilaterally.

8.5. If a situation arises in which the Borrower is unable to make any payments to repay the principal, interest and/or other loan payments arising from the terms of this agreement by the date established hereunder, the Bank receives the unconditional right to foreclose on the collateral on a loan in accordance with the legislation of the Republic of Uzbekistan.

8.6. When foreclosure is applied to the security accepted under this Agreement, the Bank reserves the right to unilaterally select the priority object of foreclosure at its discretion. Foreclosure of one of the objects of foreclosure does not limit the Bank from foreclosure of another object (objects) of foreclosure.

8.7. In the event of damage to the pledged property and/or its market value decreases/increases, the Bank has the right to demand a decrease/increase in the value of the pledged property, and the Borrower, at the Bank's request: an additional agreement to the pledge agreement and undertakes to sign the Act of the new agreement on the value of the subject of collateral attached to the contract. In this case, the value of the collateral is determined by the agreement of the parties. If an agreement on the value is not reached, the disagreeing party has

the right to request an appraisal of the subject of collateral by an independent appraisal company. The costs associated with the valuation of the collateral shall be borne by the Party requesting the valuation.

If the Borrower unreasonably refuses to conclude an additional agreement to the collateral agreement on the reduction/increase of the agreed value, the Bank has the right to apply to the court with the demand to force the borrower to conclude an additional agreement to the collateral agreement.

8.8. When foreclosure is applied to the subject of collateral and/or a part of it, the Bank reserves the right to unilaterally choose the priority object of foreclosure and/or file a claim against the Insurer. Foreclosure of one of the collateral objects does not limit the Bank's claim to another collateral object and/or its part.

8.9. The borrower is responsible for the fulfillment of his obligations under the Agreement with all his property that can be recovered in accordance with the legislation of the Republic of Uzbekistan.

9. Responsibility of the parties

9.1. If the Borrower fails to fulfill its obligations to repay the overdraft (principal debt) within the time limits specified in the Schedule for reducing the overdraft limit (the Borrower exceeds the overdraft limit), the Borrower undertakes to pay interest to the Bank at an increased interest rate in accordance with clause 3.2. actual agreement.

9.2. In case of failure to pay interest on time established in the Schedule for Reducing the Overdraft Limit and the formation of overdue amounts on them, the Borrower shall pay the Bank a penalty in the amount of 0.15% of the overdue amount for each day of late payment, but not more than 50% of the overdue payment amount.

9.3. The Bank pays the Borrower a penalty in the amount of 0.10% of the overdue loan amount for each day of delay, but not more than 50% of the overdue payment amount.

10. Duration of the agreement, procedure for changing and terminating the Agreement

10.1. This agreement comes into force on the date the Borrower performs the actions provided for in clause 1.1. of this Public Offer.

10.2. The Borrower has the right to terminate this Agreement unilaterally for any reason by sending to the Bank a written application for termination of the Agreement. On the day of receipt of such an application, the Bank stops lending to the Borrower (reduces the overdraft limit to zero) and submits the used overdraft amount for early collection. The Agreement is considered terminated from the day the Borrower fulfills its obligations to repay the overdraft and pay interest.

10.3. The Bank has the right to terminate this Agreement unilaterally without additional notice to the Borrower upon the occurrence of the circumstances provided for in clause 7.2.6. actual agreement. From the day the Bank becomes aware of the occurrence of these circumstances, the Bank stops lending to the Borrower (reduces the overdraft limit to zero) and submits the used overdraft amount for early collection.

10.4. If the Bank makes changes to the text of the Public Offer, the Agreements concluded by the Bank prior to the introduction of changes (additions) to the text of this Public Offer remain unchanged until the Parties finally fulfill their obligations under the Agreement in full.

11. Other conditions

11.1. In the event of a dispute, bank records will be preponderant evidence of the obligations of both parties hereunder.

11.2. Notifications (notices, letters and other documents) of the Parties to each other are considered to have been properly sent if they are made in writing, signed by the Borrower/Bank and sent by registered mail or delivered by the Borrower/Bank to the addresses of the

Bank/Borrower specified in this Agreement and delivered against signature, or sent via Remote Service Channels, or by fax.

11.3. The notice is considered sent from the date stamped by the post office on the postal receipt, from the date of receipt of the notice by the courier specified in the notice (if delivered by courier), or from the date the notice is sent by fax or from the date the notice is sent via Remote Service Channels. If cases not provided for in this Agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan

Any notice or request of the Bank is considered submitted, and correspondence is considered received by the Borrower on the third calendar day from the date of its sending.

11.4. If cases not provided for in this agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan.

11.5. All disputes, disagreements and claims arising from this agreement or in connection with it, including those related to its conclusion, modification, execution, violation, termination, termination and invalidity shall be resolved by submitting a claim by the Parties in the manner provided for in clause 11.2 - actual agreement.

11.6. In the event that it is not possible to resolve disputes through mutual agreements, all disputes, disagreements and demands arising from this contract, including the conclusion of this contract, its execution, modification, cancellation, its invalidity Disputes will be considered by the Permanent Court of Arbitration at "DS Legal Center" LLC or by the Interdistrict Court of _____ for civil cases at the option of the Claimant. In the event that disputes are considered by the Permanent Arbitration Court of "DS Legal Center" LLC, the cases are resolved by the Chairman of this court in accordance with the Rules of the Arbitration Court of "DS Legal Center" LLC. The decision of the arbitration court is final and binding on the parties and cannot be revised.

11.7. The Borrower hereby gives his consent to the Bank providing the State Register of Credit Information, the Credit Bureau, the State Unitary Enterprise Pledge Register with information regarding the terms of concluding this agreement, the security provided and the fulfillment of obligations under this agreement for the formation of a credit history.