

Public Offer Agreement
for servicing the account of the payment terminal
of the interbank payment system between banks
with/without the provision of a terminal for rent.

This document is an official offer (public offer) of JSCB "ASIA ALLIANCE BANK" (hereinafter referred to as the Bank) and defines the standard conditions and procedure for servicing the Bank's clients - legal entities and individual entrepreneurs (hereinafter referred to as the Client/Enterprise) for opening a transit account for servicing the payment terminal with or without the provision of a payment terminal for rent, for registering a payment terminal in the automated banking system, and for receiving, processing and accounting for payments to the Enterprise, performed using the payment terminal.

In accordance with part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), in the event of acceptance of the following clauses of the public offer, applying to the Bank with an application for opening a transit account (Appendix No. 1 to the Agreement), as well as providing the necessary documents (documents are provided only by those Clients who do not have accounts with the Bank), the Client accepting this offer becomes the Customer (in accordance with part 4 of Article 370 of the Civil Code of the Republic of Uzbekistan, the acceptance of the offer is equivalent to the conclusion of an agreement on the terms set forth in the offer), and the Bank and the Client jointly become the Parties to this agreement.

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

1. DEFINITIONS

Enterprise	A legal entity or individual entrepreneur who sells goods, provides services, performs work and can accept payments from Cardholders for goods/services/work
Bank card	Payment card that provides its holder with the opportunity to repeatedly carry out transactions on the Card Account, including making non-cash payments and receiving cash from the Card Account. The types of transactions that the holder of a bank card has the right to carry out on the Card Account are established by an agreement between the holder and issuer of a bank card.
Stickers, gadgets	Special modules that provide holders with the opportunity to repeatedly carry out transactions on the Card Account, including conducting non-cash payments and receiving cash from the Card Account. They are substitutes for a plastic card and are linked directly to it.
Карточный счет	The Cardholder's bank account opened by the Issuing Bank, management of funds of which is carried out through a plastic card.
Bank card holder	The owner or person authorized by the owner, using a bank card based on an agreement between the owner and issuer or bank that distributes bank cards, and presenting the Card as a means of payment: 1) an individual—presenting a plastic card as a means of payment for purchases goods, works and services. 2) an employee of a legal entity authorized to manage funds accounted for on a card account and presenting corporate plastic card of a legal entity. 3) an individual entrepreneur in whose name an individual entrepreneur plastic card was issued.
Payment terminal (terminal)	1) Device that makes it possible to make payment for goods (works, services) in non-cash form using a bank plastic card, as well as contactless payment (NFC) and creating slips for completed transactions (Payment POS terminal);

2) A set of software and technical devices (including a mobile phone, smartphone, software, and card reader) that enables the reading of payment card details and communication with the Bank to authorize transactions for the purpose of processing payments and generating documents related to transactions using bank cards (Payment MPOS terminal).

Corporate SIM card	Electronic subscriber identification module used in mobile communications. It is the property of the Bank and is issued to the Client who leases or connects the HUMO Payment Terminal for temporary use based on his application.
Payment transaction	Payment for goods (works, services) using a bank card.
Transaction	Payment made by the Company using the Payment Terminal and Card/stickers/gadgets of the Holder. The transaction is confirmed by the Cardholder using a PIN code, or by contactless payment (NFC), which does not require entering a PIN code within a certain limit.
Report	List of transactions received directly through the payment terminal.
Slip	Payment terminal receipt confirming completion of a transaction using a plastic card and containing information about the amount of the transaction, date of transaction, as well as information that allows to uniquely identify a plastic card, as well as the terminal that generated this slip.

2. SUBJECT OF THE AGREEMENT

2.1. Based on the Enterprise's application, the Bank opens an account for servicing the Payment Terminal(s), provides a Payment Terminal for lease in cases where the Enterprise intends to use the Terminal(s) obtained on lease from the Bank, registers the Payment Terminal in the Automated Banking System (ABS), and carries out the acceptance, processing, and accounting of payments in favor of the Enterprise made using the Payment Terminal. Enterprise accepts payments from Cardholders for goods sold, work performed, and services rendered via the Payment Terminal, and pays the Bank's fees: the turnover commission and the rental fee, if the Enterprise uses the Bank's Payment Terminal

3. RESPONSIBILITIES OF THE BANK

3.1. The bank is obligated to:

3.1.1. If the Enterprise does not have its own terminal, within 30 (thirty) calendar days after acceptance of this offer, transfer to the Enterprise, by an acceptance-delivery act (Appendix No. 2 to this Agreement), the Payment Terminal(s) for servicing Cardholders, open an account to service the Payment Terminal(s), and register the Payment Terminal(s) in the automated banking system;

When leasing or connecting HUMO payment terminals, also with the consent of the Enterprise, transfer the Sim card for use, as stipulated in the Acceptance-Delivery act of the Payment terminal.

3.1.2. if the Enterprise has its own Payment terminal, within 7 (seven) banking days after accepting this offer, open an account for servicing the Payment terminal, register the payment terminal in the automated banking system.

3.1.3. when connecting a Payment MPOS Terminal, within 7(seven) calendar days after the acceptance of this offer, transfer the login and password for the MPOS terminal to the Enterprise by an Acceptance-delivery act (Appendix 2 to this Agreement) for servicing Cardholders, open an account for servicing the Payment Terminal(s), and register the Payment Terminal(s) in the automated banking system.

3.1.4. ensure the safety of funds in the account.

3.1.5. no later than the next working day after receipt of funds to Enterprise's transit account, credit the amount of Transaction minus the turnover commission to the Enterprise's deposit account.

3.1.6. issue upon written application of the Enterprise statements(reports) on all Transactions carried out by Enterprise using cards.

3.1.7. If Enterprise uses a Payment Terminal leased from the Bank, as well as a Payment MPOS Terminal, the Bank is obliged to at the request of the Enterprise, train Enterprise's personnel on rules of using the Payment Terminal.

4. THE BANK'S RIGHTS

4.1. The Bank is entitled to:

4.1.1. inspect the Payment Terminal and exercise actual control over the Enterprise's compliance with the terms of this Agreement.

4.1.2. make changes to the Tariffs and/or the Agreement, notifying the Enterprise of such changes 10 (ten) banking days before their entry into force, by posting announcements in the state and Russian language in the building of ASIA ALLIANCE BANK and its branches and/or on the official website of the Bank.

If Enterprise does not receive any objections regarding the changes and additions made by the Bank to the Tariffs and/or Agreement within 10 days, these changes are considered accepted by Enterprise. If the Enterprise does not agree with the changes made, then it is obliged to provide the Bank with a written refusal within the period specified in this paragraph and return the payment terminal if the terminal was leased by the Bank.

5. RESPONSIBILITIES OF THE ENTERPRISE

5.1. Enterprise recognizes the presented Bank cards as a means of payment and issues goods, provides services and performs work for payment through Bank cards.

5.2. Enterprise is obliged to:

5.2.1. If there are no accounts in the Bank, in addition to applying for opening a transit account, provide the Bank with the following documents:

- two copies of cards with sample signatures;

- an identification document of a person (passport or a document replacing it) who has the authority to sign monetary documents on behalf of the Customer.

In addition, if the Enterprise has its own Payment Terminal, the Head of the enterprise provides a letter from the bank confirming that the Payment Terminal was purchased from this bank.

5.2.2. use the Payment terminal and SIM card for their intended purpose.

5.2.3. in case of damage to the Payment terminal, Sim card, their malfunction, or transfer of the Payment terminal belonging to the Enterprise for repair, notify the Bank about this within 2 (two) working days.

5.2.4. accept Bank cards for payment for goods/work/services on the same terms as for cash payments.

5.2.5. make return payments to card accounts of Cardholders no later than the next banking day after the Cardholder applies for a return of payment.

5.2.6. in the event of dispute being filed by international payment systems for untimely collection of the Payment Terminal and in other situations, Enterprise shall be liable for the expenses incurred by the Bank in these cases.

5.2.7. adequately display in each of its premises' advertising signs or other materials provided by the Bank, and use names or images approved by the Bank solely to indicate the Bank Cards accepted by the Enterprise as a means of payment.

5.2.8. store second copies of slips for cards of national payment systems of the terminal for 1 month, for cards of international payment systems for at least 150 days from the date of their registration and, upon the first request of the Bank, submit them to the Bank within 3 banking days.

5.2.9. provide the Cardholder with a printed copy of the slip as confirmation of the completed Transaction.

In case Enterprise uses an MPOS terminal, provides the copy of the slip to the Cardholder via messengers or SMS notification, or asks the Cardholder to scan the QR receipt.

5.2.10. in case of a change in the address of the Enterprise, location of the Payment terminal and a change in the bank details of the Enterprise, notify the Bank in writing within 3 days after such change.

5.2.11. maintain a balance in own account sufficient to pay for the rental of a payment terminal and to reimburse the Bank's expenses in connection with payment for the services of mobile operators.

5.2.12. spend Internet traffic on the SIM card received from the Bank only for making payments using a rented or connected HUMO Payment Terminal.

5.2.13. purchase thermal paper for payment terminals at own expense.

If the Enterprise uses a terminal leased from the Bank, the Company is also obliged to:

5.2.14. at the request of the Bank, provide documents confirming the right to own the payment terminal.

5.2.15. immediately notify the Bank of all cases of any damage or destruction of the Payment Terminal, describing the nature of the damage or destruction and indicating the reasons for their occurrence.

5.2.16. in case of damage to the Payment Terminal or its malfunction, do not carry out repairs or involve third parties in this, and within 1 business day from the moment the malfunction occurs, return the terminal to the Bank according to the acceptance certificate for repairs.

5.2.17. in case of loss or damage to the Payment Terminal, reimburse the Bank for the cost of the Payment Terminal specified in the acceptance certificate, or pay the cost of repairs.

5.2.18. use consumables approved by the Bank for Transactions.

5.2.19. within 2 working days after the expiration of the agreement or from the date of termination of this agreement, return the Payment Terminal to the Bank according to the Transfer and Acceptance Certificate in the condition in which it was received, considering normal wear and tear.

5.2.20. If the condition of the returned Payment Terminal on the date of signing the Transfer and Acceptance Certificate is worse than the condition in which the Payment Terminal was transferred to the Enterprise, the Enterprise must compensate the Bank for the losses caused.

5.2.21. Comply with the legislation, the internal Bank rules established in accordance with it, the rules of the Payment Systems, the requirements of this Agreement, and the warranties given in accordance with the Compliance Disclaimer (Appendix 3 to this Agreement)

6. THE RIGHTS OF THE ENTERPRISE

6.1. Enterprise is entitled to:

6.1.1. Require transfer of the Payment Terminal within the period established by clause 3.1.1. actual agreement.

6.1.2. request in writing from the Bank statements of transactions performed.

6.1.3. request the Bank in writing to provide training for the Company's personnel on use of the Payment Terminal.

6.2. Enterprise has no right to:

6.2.1. issue cash upon return of payment, i.e. upon refusal of goods, work or services by the Cardholder. In this case, the Enterprise, based on the application of the Cardholder, must return the funds with its payment order to card account of the Cardholder.

6.2.2. transfer the Payment Terminal, logins and passwords from MPOS Payment Terminals to third parties.

6.2.3. transfer information about transactions to third parties, except for cases provided for by the legislation of the Republic of Uzbekistan.

6.2.4. re-submit data on the same Transaction in any form.

6.2.5. worsens the condition of the Payment Terminal if the terminal is leased.

6.3. An enterprise using its own terminal is not recommended to repair the Payment Terminal at unauthorized service centers.

The Company hereby confirms that it is aware that if the Payment Terminal is repaired at its request in an unauthorized service center, it will have to reimburse the Bank for expenses incurred in connection with this upon receipt of the authorization code.

7. PAYMENTS

7.1. The amount of the rental fee for the Payment Terminal and the turnover commission is established by the Bank's Tariffs.

7.2. Collection of turnover commission from Enterprise is carried out by the Bank without acceptance order based on a memorial order as the Client performs transactions on the account.

7.3. Payment for renting the Payment Terminal is carried out in the following order.

7.3.1. If the Enterprise has a primary or secondary demand deposit account in the Bank in the national currency of the Republic of Uzbekistan, the Bank collects rent from the Enterprise on a monthly basis on any of the last 5 (five) working (banking) days of the month for which payment is made without acceptance by debiting the appropriate amount from the Enterprise's account using a memorial order, if the necessary funds are available in the account. By accepting the terms of this agreement, the Enterprise grants the Bank the right to directly debit funds from its accounts in the Bank to pay for rent and commission from turnover under this agreement, as well as to reimburse the Bank's expenses for paying for the services of Mobile operators (upon receipt of a Sim card for use) and expenses for compensation for damage caused to the Bank as well as payment of penalties in the cases specified in clauses 8.1.-8.5. of the present agreement

7.3.2. If Enterprise does not have accounts in the Bank, payment for the rental of the Payment Terminal is made by the Enterprise independently on any of the last 5 (five) working (banking) days of the month for which payment is made.

7.3.3. If there are no funds in the Enterprise's account in the Bank sufficient to pay for the rent during the period established in sub-clause 7.3.1. of the write-off agreement, as well as in the case that if the Enterprise itself fails to pay the rent within the specified period, the Enterprise is overdue in fulfilling its obligation to pay for the rental of the payment terminal.

7.3.4. Payment of a terminal rental fee is charged by the Bank for the full month regardless of the date of connection or disconnection of the Enterprise from this service.

7.3.5. The Clients who have leased or connected HUMO Payment Terminals and used SIM cards for their operation, will be written off the rent by the Bank simultaneously with debiting from the Enterprise's account to reimburse its expenses for services of Mobile operators the amount of a subscription fee for using a Sim card in the past month in the amount indicated in the invoice issued by the Mobile operator, regardless depending on whether the Client used the terminal and SIM card for a full or incomplete month. If the Enterprise does not have accounts in the Bank, payment of these Bank expenses will be made by the Enterprise in the manner established by sub-clauses 7.3.2., 7.3.3. of the present agreement.

8. RESPONSIBILITY OF THE PARTIES

8.1. If one party causes any damage related to the subject of the Agreement to the other party, the guilty party shall compensate for the damage and pay a fine in the amount of 30% of the amount of damage caused.

8.2. The company bears full responsibility:

- for correctness and legality of transactions on Card of Holders carried out through the payment terminal;

- for damage to the Bank caused by the Enterprise in violation of the terms of the Agreement in the amount of damage.

8.3. For a breakdown of the Payment Terminal leased from the Bank that is subject to repair, Enterprise reimburses the Bank for the cost of repairing the Payment Terminal.

8.4. For loss or breakdown of a Payment Terminal leased from the Bank that cannot be repaired, the Company shall pay the Bank the residual cost of the terminal and a fine in the amount established by the Bank's tariffs.

8.5. For late payment of rent, the Bank has the right to collect from the Enterprise a penalty in the amount of 0.4% of the amount of the overdue payment for each day of delay, but not more than 50% of the overdue payment.

9. CONFIDENTIALITY

9.1. Information provided by the Bank and Enterprise to each other related to the subject of the Agreement is considered confidential. The parties will take all necessary and sufficient measures to prevent disclosure of received information to third parties.

9.2. Information constituting bank secrecy may be provided by the Bank to third parties only in cases stipulated by the law.

10. FORCE MAJEURE

10.1. The parties are exempted from the liability for partial or complete failure to fulfill obligations under this Agreement if this failure or partial failure was the result of force majeure circumstances (force majeure) that arose after conclusion of the Agreement, which the party could not foresee and prevent by available measures. Force majeure circumstances include floods, fires, earthquakes and other types of natural disasters, wars, epidemics, failures in the communication server, equipment failure, failure of software, power supply and data transmission systems that arose not through the fault of the parties but affect fulfillment by the parties of their obligations. The parties are obliged to immediately notify in writing of the beginning and end of such force majeure circumstances.

10.2. Force majeure circumstances will be considered force majeure if they are confirmed in the manner prescribed by the law by authorized bodies.

11. SETTLEMENT OF DISPUTES

11.1. All disputes that arise during execution of the Agreement by the parties will be preliminary considered by the parties to develop a mutually acceptable solution.

11.2. If agreement is not reached within 10 days, then the dispute is referred to the Tashkent Interdistrict Economic court.

12. TERM OF THE AGREEMENT

12.1. The Agreement comes into force from the moment The Client accepts this offer and is valid for an indefinite period.

12.2. Enterprise has the right to terminate this Agreement unilaterally by notifying the Bank no later than 3(three) calendar days before the expected date of termination of the Agreement.

12.3. This Agreement may be terminated by the Bank unilaterally in the following cases when:

- Enterprise uses the Payment Terminal with a significant violation of the terms of the Agreement or with repeated violations, despite a written warning from the Bank;

- Enterprise deliberately worsens the state of the leased Payment Terminal;

- Enterprise fails to pay rent within the deadlines established in Section 7 of this Agreement more than two times successively ;

- Enterprise violated the requirements of sub-clause 6.2 of the Agreement or if for more than one month Enterprise does not accept Card of Holders for servicing;

- Enterprise carried out operations that fell under the category "doubtful", according to the legislation on combating legalization of proceeds from crime and financing of terrorism;

- Enterprise breaches the condition of this Agreement, the representation given by it in accordance with the Compliance disclaimer(Appendix 3 to this Agreement), or then requirements of the legislation of the Republic of Uzbekistan.

In the above-mentioned cases, the Bank may, without notice, deny Enterprise access to the payment system through the Payment Terminal.

13. ANTI-CORRUPTION CONDITIONS

13.1. In performing their obligations under this Agreement, the Parties, their affiliated persons, employees, or intermediaries shall not pay, offer to pay, or authorize payment of any funds or valuables, directly or indirectly, to any persons to influence their actions or decisions to gain any improper advantage or any other benefit.

13.2. In fulfilling their obligations under this Agreement, the Parties, their affiliated persons, employees, or intermediaries shall not commit any acts classified by applicable legislation as giving/receiving a bribe or commercial bribery, nor any acts that violate the requirements of applicable laws and international agreements on combating the legalization of criminal proceeds and terrorist financing.

13.3. Each Party to this Agreement shall refrain from providing any kind of incentive to employees of the other Party (such as monetary sums, gifts, the free provision of works or services, or any other benefits), creating a dependency for that employee, and aimed at ensuring that such employee performs

actions in favor of the Party providing the incentive.

13.4. If a Party suspects that any anti-corruption conditions have been or could be violated, that Party shall notify the other Party in writing or orally (including via a hotline).

14. MISCELLANEOUS

14.1. All appendices to this Agreement are an integral part of it.

14.2. The information provided by the Parties to each other in connection with the execution of this Agreement is confidential and cannot be disclosed without prior written consent of the other Party, except in cases established by the law.

14.3. Issues not regulated by this Agreement are regulated by the civil legislation of the Republic of Uzbekistan.

14.4. All appendices to the Agreement are an integral part of it:

Appendix № 1 Application for opening a transit account.

Appendix № 2 Acceptance-Delivery Act of the Payment Terminal.

Acceptance-Delivery Act of the Login and Password for the Payment MPOS Terminal.

Appendix № 3 COMPLIANCE DISCLAIMER

15. LEGAL ADDRESSES AND BANK DETAILS

«ASIA ALLIANCE BANK» JSCB

Address: Tashkent city, Yashnobod district,
Makhtumkuli str.,2a

Bank details:

op./acc 2980200000001095001

MFO: 01095 TIN:207018693

CCEA: 64190 RNCBO:22921172



Appendix № 1

To the Agreement for servicing of a Payment Terminal Account of the Interbank Payment System with/ without the Provision of a terminal for lease № _____ dated « ____ » _____ year

From _____

_____ (Applicant's name)

APPLICATION for opening a Transit Account

I hereby request the opening of a transit account(s) for recording cash proceeds collected through the Payment Terminal(s) in the national currency in the name of:

_____ (Account Holder's Name)

Specify the Account for the System: Uzcard HUMO

with provision of a Terminal number of terminals

with the provision of a corporate sim-card number of sim-cards

without the provision of a Terminal without the provision of a corporate sim-card

with provision of a MPOS terminal

Address:

(place(s) of business operations)

Contact number _____

I have read and agree to the Tariffs and Terms of the Public Offer Agreement for the Servicing of a Payment Terminal Account withing the Interbank Payment System

« ____ » _____ 20__ y.

_____ (Signature of the director)

М.П.

_____ (Signature of the Chief Accountant)

BANK'S MARK

Documents for account opening have been verified: Chief accountant _____ (signature)

I authorize the opening of _____ tr. account(s) for cash proceeds collection through terminal _____ (demand deposit, term deposit, savings deposit, etc.)

in _____ sum _____ (currency name)

Chairman of the board _____ (подпись)

Account opened on « ____ » _____ 20__ y.

Account number _____

Other notes _____

**ACT of
Acceptance and Transfer of the Payment Terminal**

Tashkent city

« ____ » _____ 20__ year

This act certifies that a representative of JSCB «ASIA ALLIANCE BANK» has transferred, and a representative of _____ has received the following Payment Terminal(s):

№	Model Name	Uzcard/Humo	Serial Number	Corporate Sim Card Number*
1				

**if received from the Bank*

The property is in proper working condition at the time of transfer.

Conclusion of the representatives regarding nature and causes of any identified defects: No defects detected

The Parties have been informed of their responsibility for signing this act if it contains information that does not correspond to reality.

Transferred by the Bank:

Received by the Enterprise:

Full name, position

Full name, position

Signature

Signature

M.П.

A C T
Of Acceptance and Transfer

Tashkent city

«__» _____ 20__year

This act certifies that a representative of JSCB «ASIA ALLIANCE BANK» has transferred, and a representative of _____ has received access to the Payment MPOS Terminal(s):

№	Terminal Name	Login	Password	Number of sim card*
1				

Conclusion of the representatives regarding nature and causes of any identified defects: No defects detected

The parties have been informed of their responsibility for signing this act if it contains information that does not correspond to reality.

Transferred by the Bank:

Received by the Enterprise:

Full name, position

Full name, position

Signature

Signature

M.П.

COMPLAINCE 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 "Combating Money Laundering, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction" (hereinafter referred to as "AML/CFT/CFT")), "Anti-Bribery and Corruption" (hereinafter referred to as the "ABC"), "Sanctions and Export Control Measures" (hereinafter referred to as the "Sanctions").

Money laundering - is the process of giving legal appearance to the possession, use or disposal of funds or other property obtained because of the commission of 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 position or official position in personal interests or the interests of other persons to obtain material or intangible benefits, as well as the illegal presentation of such benefits.

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

Sanctions mean economic or financial restrictions or trade embargoes imposed, prescribed or enforced by government authorities of the relevant jurisdiction.

Sanctions list – means a register of individuals and/or legal entities, territories, countries, goods and services subject to sanctions.

Export control means laws or regulations relating to the regulation of import, export, reexport, transfer, release, shipment, transfer or any presentation or receipt of goods, technology, technical data, software or services, and any laws or regulations of a similar nature applicable and enforced by government authorities.

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

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

Financial fraud - means commitment of illegal actions in the sphere of money circulation through deception, abuse of trust and other manipulations for the purpose of illegal enrichment.

Customer means a party, legal entity or individual specified in the Agreement with JSCB "ASIA ALLIANCE BANK"(hereinafter referred to as the "Bank"), to which these Compliance Clause apply.

Affiliate — is an individual or legal entity capable of influencing the Customer's activities.

Correspondent bank - is a bank that has a business relationship with ASIA ALLIANCE BANK and carries out payments, settlements, and other operations on behalf of the Bank based on a correspondent agreement.

2. Legal basis.

2.1. Within the framework of this Clause, the Bank shall comply with the Legislation of the Republic of Uzbekistan and adhere to international standards.

2.2. Local requirements include the following documents:

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

2.3. International standards include the following documents:

- Recommendations¹ of the Financial Action Task Force on Money laundering (FATF).

¹ <https://www.fatf-gafi.org/>

- ISO 37001:2016 is an international standard² containing an international model for building an effective anti-corruption system in an organization.
- Sanctions lists of the UN, OFAC (Office of Foreign Assets Control of the US Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, Great Britain and Northern Ireland) and authorized bodies of other foreign states³ and international organizations, as well as others officially announced lists of sectoral sanctions and/or export controls.
- Requirements of the Bank's correspondent banks in the field of AML/CFT/PWF, ICR, Sanctions.

3. Customer's representations.

3.1. When entering a contractual relationship with the Bank, the Customer assures the Bank that it will comply with the Legislative documents specified in clause 2.2, as well as the international standards specified in clause 2.3. of this Clause, in particular the Customer:

- shall not carry out money laundering and terrorist financing within the framework contractual relations with the Bank.
- shall not participate in financial fraud within the framework of contractual relations with the Bank.
- shall not offer or provide a bribe to a Bank employee, shall not take a bribe from a Bank employee.
- shall not offer or provide bribes to third parties on behalf of the Bank.
- shall not enter into an agreement or carry out banking transactions with a party that is on the sanctions lists within the framework of contractual relations with the Bank.
- shall not enter into agreements or carry out banking transactions with a party whose affiliate is on the sanctions lists within the framework of contractual relations with the Bank.
- shall not enter into agreements or carry out banking transactions with third parties for goods and services subject to export control.
- shall not carry out banking operations through banks that (including affiliates of which) are on sanctions lists.
- shall ensure complete and transparent provision of documents and information on ongoing transactions, contracts, participants in transactions, goods and services, and movements of funds within the framework of contractual relations with the Bank.
- shall not intend to carry out any illegal transactions that contradict the Legislation of the Republic of Uzbekistan and international standards.

- shall release the Bank from liability to compensate for damages, costs, losses, liabilities, fines, penalties and/or expenses (including the attorney's fees and expenses) arising because of the Customer's failure to comply with this Disclaimer.

4. Rights of the Bank.

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

4.2.If there are risks of application of sanctions or other restrictive measures against the Bank by correspondent banks, the Bank has the right to refuse to open an account and carry out banking operations.