

## **Public Offer Agreement for Servicing a Legal Entity/Individual Entrepreneur under the Salary Project**

This document is an official offer (public offer) of JSCB «ASIA ALLIANCE BANK» (hereinafter referred to as «the Bank») and determines standard terms and procedure of servicing the Bank's clients which are legal entities and individual entrepreneurs (hereinafter referred to as «the Customer»), who have a main account with the Bank, when providing them with services on opening a transit account, on issuing and servicing bank cards of the Customer's Employees, on crediting wages, equivalent payments and other payments to the bank accounts of individuals - the Customer's Employees.

In accordance with part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the RUz), in case of acceptance of the following paragraphs of the public offer, applying to the Bank with an application for opening a transit account (Annex No.1 to the Agreement), the Customer, 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 the conclusion of the agreement on the terms set out in the offer), and the Bank and the Customer together shall be 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. DEFINITIONS**

«**Public Offer Agreement**» shall mean 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**» shall mean full and unconditional acceptance of the offer by the Customer by performing the actions specified in paragraph 2.2. of this offer.

«**Customer's Employee**» shall mean a natural person in an employment relationship with the Customer - the Bank Card Holder, who presents the card for crediting wages and equivalent payments.

«**Application**» shall mean the Customer's Employee's Application for opening the SSCA and issuance of the Bank Card and the Application for closing the SSCA.

«**Individual Agreement**» shall mean Public Offer Agreement for issue and maintenance of bank cards of individuals in the national currency of the Republic of Uzbekistan, concluded between the Bank and the Customer's Employee.

«**SSCA**» shall mean a special soum card account opened with the Bank in the name of the Customer's Employee.

«**Bank Card**» shall mean a payment card intended for crediting wages, equivalent payments and other payments, as well as for payment for goods, works and services.

«**Enterprise**» shall mean any legal entity (store, hotel, restaurant, etc.) or individual entrepreneur without legal entity status, accepting the card as a means of payment for goods, works and services on the territory of the Republic of Uzbekistan.

«**Merchant Terminal**» shall mean an electronic device for making payments by means of the Bank Card.

«**Transaction**» shall mean any payments and settlements made through the use of the Bank Card.

«**PIN code**» shall mean a personal identification number (electronic signature of the Bank Card holder) intended to confirm the eligibility of the following transactions made by means of the Bank Card:

- receiving cash at ATMs and bank cash desks;
- payment for goods, works and services by means of trade terminals;
- receiving reference information on the bank card.

«**Blocking of the Bank Card**» shall mean taking measures by the Bank to suspend or terminate the functioning of the bank card.

«**Electronic Register**» shall mean a file drawn up by the Customer in a format determined by the Bank, which specifies the amount of funds to be credited to the SSCA opened in the name of the Employee.

«**Customer's authorized and contact persons**» shall mean individuals appointed and authorized by the Customer (on the basis of a power of attorney issued by the Customer), who interact with the Bank on issues of issuance and servicing of bank cards.

«**Processing Organization**» shall mean an organization providing collection, processing and distribution of information between members of the payment organization, as well as technical servicing of issuing and (or) acquiring carried out by members of the payment organization.

## **2. SUBJECT MATTER OF THE AGREEMENT**

2.1. The subject of this Agreement is interaction between the Customer and the Bank in rendering banking services on opening a transit account, on issuance and maintenance of Bank cards of the Customer's Employees, on crediting wages, equivalent payments and other payments to the bank accounts of individuals - the Customer's Employees.

2.2. The terms and conditions of the Agreement are defined in a standard form and may be accepted by the Customer by agreeing to them when submitting an Application for opening a transit account. Submission of the Application shall mean the Customer's accession to this Agreement as a whole.

2.3. The Customer shall transfer to the transit account in the Bank opened in the name of the Customer funds in the form of salary and equivalent payments according to the legislation of the Republic of Uzbekistan for subsequent crediting to the Employees' accounts.

## **3. OBLIGATIONS OF THE PARTIES**

### **3.1 The Bank undertakes:**

3.1.1. On the basis of this Agreement, Employees' Applications and agreements concluded with them, to open SSCA for the Customer's Employees and issue bank cards within the terms agreed with the Customer, based on the total number of the Customer's Employees.

3.1.2. To issue bank cards to the Customer's Employees in accordance with the Bank's procedures and to issue bank cards to the Customer's Employees or authorized persons.

3.1.3. Not later than the next business day, to credit the funds received on the Bank's account from the Customer to the SSCA of the Customer's Employees. In case of discrepancies between the total amount in the payment order and in the registers, as well as in case of discrepancies between the individual details of the Customer's Employees in the registers and the Bank's database, the funds shall not be credited to the SSCA of the Customer's Employees. The Bank shall notify the Customer of the identified discrepancies not later than the next day. If a corrected register is not received from the Customer within 3 business days, the Bank shall return the amount of funds to the Customer's account.

3.1.4. To provide proper service to the Customer's Employees in accordance with the legislation of the Republic of Uzbekistan, this Agreement and the contracts concluded with the Employees.

3.1.5. Upon receipt of a written application from the Customer's Employee (Bank Card holder) about loss or theft of the Bank Card, to immediately block the Bank Card.

3.1.6. After blocking the Bank Card, on the basis of a written application of the Customer's Employee on loss, theft, damage of the Bank Card, to issue a new Bank Card within 10 banking days.

3.1.7. To keep confidential the SSCA transactions of the Customer's Employees.

3.1.8. To train the Customer's authorized persons on the rules of using bank cards.

### **3.2 The Customer undertakes:**

3.2.1. To submit to the Bank a list of the Customer's contact and authorized persons, who have been entrusted to interact with the Bank on the issues of execution of this Agreement, as well as documents confirming the powers of the Customer's authorized persons (power of attorney).

3.2.2. To open bank accounts of individuals for the Customer's Employees for the initial issue of Bank cards and accounting of transactions with the use of Bank cards (hereinafter referred to as «BCCS»), to submit to the Bank a register of the Customer's Employees wishing to receive wages and equivalent payments using Bank cards on paper and in electronic form. The register in hard copy shall be executed in 2 copies in the form of Appendix No. 2 to this Agreement, signed by the Customer's authorized persons entitled to sign cash settlement documents, and certified by the Customer's seal (if any). The Register in electronic form shall be submitted to the Bank in Microsoft Excel format to the e-mail address of the Bank's employee.

3.2.3. To ensure that the Customer's Employees appear and sign the Application for opening the SSCA and issuance of the Bank Card in the form approved by the Bank.

3.2.4. To ensure that the Employees provide the Bank with the originals of the Employees' identity documents (upon initial issuance of a bank card).

3.2.5. To ensure that the Customer's Employees or authorized persons receive bank cards within the terms agreed with the Bank.

3.2.6. To transfer the funds due to the Customer's Employees in the total amount by a payment order drawn up in accordance with the requirements of the regulatory documents of the Republic of Uzbekistan on filling in settlement documents, taking into account the following peculiarities:

- the name of the Customer and the bank to which the funds are transferred shall be indicated in the «Beneficiary» field;
- the total amount to be transferred to the Customer's Employees' accounts shall be indicated in the «Amount» field;
- the purpose of payment (salary, pension, etc.) shall be indicated in the «Details of payment» field, and a reference to the transfer of funds under the register, its number and date shall be made.

In case the Customer submits the registers for salary crediting on paper, the register for crediting funds to the SSCA of the Customer's Employees drawn up according to the form of Appendix No. 3 to this Agreement shall be an attachment to the payment order.

The Customer shall transfer wages and equivalent payments to the transit account opened with the Bank for subsequent crediting to the Employees only after issuance (re-issuance) of Bank cards and opening of SSCA for the Employees.

3.2.7. Not later than on the day of transfer of the total amount of wages and equivalent payments, to submit to the Bank a register for crediting funds to the Customer's Employees in electronic form and on paper. The hard copy register shall be executed in 2 copies according to the form of Appendix No. 3 to this Agreement, signed by the Customer's authorized persons entitled to sign settlement documents, and certified by the Customer's seal (if any). Paper registers shall be submitted to the Bank by the Customer.

The register in electronic form shall be submitted to the Bank in Microsoft Excel format to the address of the Bank's employee (at that, submission of the register in hard copy is obligatory) or by using the «Corporate Internet Banking» system. When submitting registers by using the «Corporate Internet Banking» system, submission of hard copy registers is not required.

The Customer shall be obliged to verify the conformity of the data specified in the electronic register and in the hard copy register.

3.2.8. To reissue the Bank Cards to the Customer's Employees due to expiration of the Bank Cards, to submit to the Bank a register of the Customer's Employees on paper and in electronic form. The said register shall be executed in 2 copies in the form of Appendix No. 4 to this Agreement, signed by the Customer's authorized persons entitled to sign settlement documents, and certified by the Customer's seal (if any). The Registers shall be submitted to the Bank together with copies of identity documents of those Employees whose passport data have changed. The Register in electronic form shall be submitted to the Bank in Microsoft Excel format to the e-mail address of the Bank's employee.

3.2.9. To independently withhold taxes and other obligatory payments from the income of the Customer's Employees in accordance with the current legislation.

3.2.10. To ensure fulfillment of requirements of clauses 3.2.2, 3.2.3, 3.2.4 of this Agreement when opening SSCA and issuing Bank Cards for new Employees of the Customer.

3.2.11. To inform the Bank in writing of any changes in their details within 5 days from the date of their change.

3.2.12. To inform the Bank in writing of any changes in the details of the Customer's Employees prior to the transfer of the registers stipulated in Clauses 3.2.6, 3.2.7 of this Agreement in order to avoid discrepancies between the register data and the Bank's databases.

3.2.13. If it is necessary to re-issue the Bank Cards, within 30 (thirty) calendar days prior to the expiration date of the Employees' Bank Cards, to notify the Bank in writing of the need to re-issue the Bank Cards.

3.2.14. To inform Employees about the amounts of funds transferred to the Bank for crediting to Bank Cards.

3.2.15. To familiarize Employees with the procedure for using Bank cards, Bank's Tariffs.

3.2.16. To observe the working mode established in the Bank, the procedure for execution and submission of payment documents stipulated by the regulatory acts of the Republic of Uzbekistan.

## **4. RIGHTS OF THE PARTIES**

### **4.1. The Bank shall have the right to:**

4.1.1. In case the Bank introduces amendments/additions to the Tariffs and this Agreement, the Bank shall notify the Customer thereof not later than 10 (ten) calendar days prior to the date of introduction of such amendments/additions, without concluding an additional agreement to this Agreement, by any of the following methods:

- by posting amendments/additions to the Tariffs and the Agreement on information stands in the Bank's offices;

- by posting amendments/additions to the Tariffs and the Agreement on the Bank's web page at: [www.aab.uz](http://www.aab.uz);

- in other ways, at the discretion of the Bank.

4.1.2. If the Customer fails to object to the amendments/additions to the Tariffs and this Agreement 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 amendments/additions made to the Tariffs and this Agreement, the Customer may terminate the Agreement in accordance with the procedure provided by the Agreement before such amendments/additions come into force.

4.1.3. To unilaterally terminate or suspend the Agreement in case the Customer fails to fulfill the terms and conditions of this Agreement, the assurances given by the Customer according to the Compliance clause (Appendix No. 5 to this Agreement).

4.1.4. Not to credit the funds transferred by the Customer to the Bank for crediting to the Employees' SSCA in case of inaccuracies or inconsistencies in the documents submitted for crediting the funds.

### **4.2. The client has the right:**

4.2.1. To request the Bank to ensure timely crediting of funds transferred by the Customer to the SSCA of the Customer's Employees.

4.2.2. To verify the accuracy of credits made to the SSCA.

4.2.3. To send a written request to stop processing of the register accepted by the Bank, if the crediting of funds to the Bank Cards has not yet been performed.

4.2.4. To request in writing from the Bank confirmation of crediting funds to the SSCA of its Employees participating in the salary project.

## **5. LIABILITY OF THE PARTIES**

### **5.1. The Bank shall be responsible for:**

- disclosure of banking secrecy and untimely crediting of funds received from the Customer to SSCA - in accordance with the current legislation of the Republic of Uzbekistan;

- any transactions performed with the use of the Bank Card after the Bank accepts a written application from the Customer's Employee that the Bank Card has been lost or stolen.

### **5.2. The Bank shall not be liable for:**

5.2.1. consequences of untimely notification of the Bank on blocking the lost Bank Card by the Customer or the Customer's Employee;

5.2.2. consequences of technical failures (disconnection/damage of power supply and communication networks, failures of the Bank's software and database, failures of communication with the Processing Organization, failures of the payment system for reasons beyond the Bank's control, etc.) resulting in the Bank's failure to fulfill the provisions of this Agreement;

5.2.3. delay in crediting funds to the Bank Cards in cases where:

- a) untimely submission by the Customer to the Bank of registers and payment order for crediting funds;
- b) in case of non-compliance of the registers with the requirements of this Agreement;
- c) discrepancy between the amount indicated in the payment order and to be credited to the Bank Cards and the amount indicated in the Register;
- d) detection by the Bank of discrepancies in the content of information in electronic form and on paper;
- e) incorrect indication by the Customer in the register Bank Card number, surname, first name, patronymic of the Employee.

5.2.4. The Bank shall not be liable to the Customer's Employees in case of incorrect calculation of the amounts credited by the Customer, as well as for delay in their crediting, in case the Customer fails to fulfill the provisions of clauses 3.2.2, 3.2.6-3.2.8 of this Agreement.

### **5.3 The Customer shall be responsible for:**

- reliability and content of information provided to the Bank under this Agreement;
- consequences of the loss of the Bank Card by the Customer and consequences of untimely notification of the Bank on blocking of the Bank Card lost by the Customer in cases when the Bank Card is in the possession of the Customer before handing it over to the Employee;
- the identity of the content of information in electronic form and on paper.

5.4. The Service is deemed to have been duly rendered by the Bank if within 10 calendar days from the date of crediting funds to the Customer's Employees' SSCA, the Customer has not submitted to the Bank any justified claims (in writing).

5.5. The Parties shall be released from liability for partial or full failure to fulfill their obligations if it was caused by force majeure circumstances: fire, flood, earthquake, power failure and other circumstances beyond the control of the Parties.

## **6. CONTRACT TERM**

6.1. The Agreement shall come into force from the moment of acceptance of this offer by the Customer and shall be valid for an indefinite period of time.

6.2. The Contract may be terminated at the initiative of either party with prior written notice to the other party at least 45 calendar days prior to the proposed date of termination, provided that there are no outstanding obligations under the Contract and all issues and disputes relating to the performance of this Contract are settled in full.

6.3. The Agreement may be unilaterally terminated by the Bank in case of violation by the Customer of the terms and conditions of this Agreement and the assurances given by the Customer according to the Compliance clause (Appendix No. 5 to this Agreement), requirements of the legislation of the Republic of Uzbekistan. The Bank sends a notice to the Customer about its intention to terminate the Agreement on this ground 10 calendar days prior to the expected date of termination.

## **7. DISPUTE RESOLUTION**

7.1. All disputes and disagreements arising in the execution of this contract will be resolved by negotiations between the Parties, if possible.

7.2. Disputes on which no agreement has been reached shall be resolved in the judicial procedure provided for by the current legislation of the Republic of Uzbekistan.

## **8. OTHER CONDITIONS**

8.1. All annexes to this Contract shall be its integral part.

8.2. Information provided by the Parties to each other in connection with the execution of this Agreement is confidential and may not be disclosed without the prior written consent of the other Party, except in cases established by law.

8.3. Issues not regulated by this Agreement shall be regulated by the civil legislation of the Republic of Uzbekistan.

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

**JSCB "ALLIANCE BANK"**

**Address: Tashkent city, Yashnabad  
district, 2A, Makhtumkuli str.**

**Bank details:**

**C/A**

**298020000001095001**

**MFOS: 01095 INN:207018693**

**OKED: 64190 OKPO:22921172**



To the Head of OPERU/  
 Manager \_\_\_\_\_ Branch  
 Office of JSC "ASIA ALLIANCE BANK"

**APPLICATION**  
**to open a transit account**

I request to open a transit account under the salary project in national currency in the name of

\_\_\_\_\_ (name of account holder)

Address: \_\_\_\_\_

\_\_\_\_\_ (place of business)

**I am familiarized and agree with the terms and conditions of the Public Offer Agreement for servicing a legal entity/individual entrepreneur within the framework of the salary project.**

| Contact and proxy holders  |                      |       |     |        |
|--|----------------------|-------|-----|--------|
| Position   | Surname, first name, | Phone | Fax | e-mail |
| Manager  |                      |       |     |        |
| Chief Account  |                      |       |     |        |
| Proxies of the Organization for the issuance and maintenance of bank cards |                      |       |     |        |
|  |                      |       |     |        |
|  |                      |       |     |        |

« \_\_\_\_\_ » 20 \_\_\_\_\_

\_\_\_\_\_ (manager's signature)

**Seal**

\_\_\_\_\_ (signature of the chief accountant)

**BANK RECORDS**

Documents for account opening were checked by: Chief Accountant \_\_\_\_\_ (signature)

I authorize to open a transit account under the salary project in the national currency of RUZ

(soum)

Head of OPERU/Branch Manager \_\_\_\_\_ (signature)

The account was opened on « \_\_\_\_\_ » 20 \_\_\_\_\_

\_\_\_\_\_. Account number \_\_\_\_\_

**Register for issuance of bank cards to the Customer's employees**

\_\_\_\_\_ (name of the Organization).

Total sheets \_\_\_\_\_

| Item Nos. | Full name of the employee (full name) | Date of birth. | Phone | Passport series and number |
|-----------|---------------------------------------|----------------|-------|----------------------------|
|           |                                       |                |       |                            |
|           |                                       |                |       |                            |

Signature of the Head \_\_\_\_\_

Total: \_\_\_\_\_ ( \_\_\_\_\_ ) employees  
In words

The data provided electronically and on paper have been verified.  
 The information in electronic form is fully consistent with the information on paper.

**Organization**

\_\_\_\_\_ Name of the Organization

Head of the Organization \_\_\_\_\_  
FULL NAME.

Signature \_\_\_\_\_

Chief Accountant of the Organization \_\_\_\_\_  
FULL NAME.

Signature \_\_\_\_\_

« \_\_\_\_\_ » \_\_\_\_\_ 20\_

Seal

**Records by JSCB “ASIA ALLIANCE BANK”:**

Date of receipt of the register  
 « \_\_\_\_\_ » \_\_\_\_\_ 201\_

Position Full name of the Bank's employee who  
 accepted the register \_\_\_\_\_

Signature \_\_\_\_\_



**Register to payment order No. \_ dated « \_ « 20 \_ for crediting funds to employees' bank card accounts**

\_\_\_\_\_ for \_\_\_\_\_ г.  
 (name of the Organization)

Total sheets \_\_\_\_\_

| Item Nos.      | Full name of the employee | Bank card number | Amount |
|----------------|---------------------------|------------------|--------|
|                |                           |                  |        |
| <b>TOTALS:</b> |                           |                  |        |

Signature of the Head \_\_\_\_\_

Total: \_\_\_\_\_ ( \_\_\_\_\_ )  
 in words

The data provided electronically and on paper have been verified.  
 Information in electronic form fully corresponds to information in paper form

**Organization** \_\_\_\_\_

name of the Organization

Head of the Organization \_\_\_\_\_

NAME.

Signature \_\_\_\_\_

Chief Accountant of the Organization \_\_\_\_\_

NAME.

Signature \_\_\_\_\_

« \_\_\_\_\_ « \_\_\_\_\_ 20 \_ .

Seal

**Records by JSCB “ASIA ALLIANCE BANK”:**

Date of receipt of the register

« \_\_\_\_\_ « \_\_\_\_\_ 202 \_ г.

Position Full name of the Bank's employee who  
 accepted the register \_\_\_\_\_

Signature \_\_\_\_\_

**Register for repeated ordering of bank cards to the Customer's employees**

\_\_\_\_\_ (name of the Organization).

Total sheets \_\_\_\_\_

| Item Nos. | Full name of the employee (full name) | Date of birth. | Phone | Passport series and number |
|-----------|---------------------------------------|----------------|-------|----------------------------|
|           |                                       |                |       |                            |
|           |                                       |                |       |                            |

Signature of the Head \_\_\_\_\_

Total: \_\_\_\_\_ ( \_\_\_\_\_ ) employees  
In words

The data provided electronically and on paper have been verified.  
 The information in electronic form is fully consistent with the information on paper.

**Organization**

\_\_\_\_\_ name of the Organization

Head of the Organization \_\_\_\_\_

NAME.

Signature \_\_\_\_\_

Chief Accountant of the Organization \_\_\_\_\_

NAME.

Signature \_\_\_\_\_

« \_\_\_\_\_ » \_\_\_\_\_ 20\_ .

Seal

**Records by JSCB “ASIA ALLIANCE BANK”:**

Date of receipt of the register

« \_\_\_\_\_ » \_\_\_\_\_ 202\_ .

Position Full name of the Bank's employee who  
 accepted the register \_\_\_\_\_

Signature \_\_\_\_\_

## **COMPLIANCE CLAUSE**

### **1. Purpose and Definitions.**

1.1. The purpose of this Compliance Clause (**hereinafter «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 «**AML/CFT/FROMU**»), «Combating Bribery and Corruption» (hereinafter «**BCP**»), «Export Control Sanctions and Measures» ( hereinafter «**Sanctions**»).

**Money laundering** shall mean 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** shall mean the provision of funds or financial support to terrorists and terrorist activities.

**Corruption** shall mean 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** shall mean 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** shall mean economic or financial restrictions or trade embargoes imposed, prescribed or enforced by the governmental authorities of the relevant jurisdiction.

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

**Export controls** shall mean laws or legal acts relating to the regulation of import, export, re-export, transfer, release, shipment, transfer of

or any submission 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** shall mean 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** shall mean 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 control measures, or (d) owned or controlled by any such Person.

**Financial fraud** shall mean 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** shall mean the party, legal entity or individual defined in the Agreement with JSCB “ASIA ALLIANCE BANK” (hereinafter referred to as the Bank) to which these Compliance Regulations apply.

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

**Correspondent Bank** shall mean 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 a correspondent agreement.

## **2. Legal Basis.**

2.1. Within the framework of this Clause, 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 Regulations 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, BCP 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, BCP, Sanctions.

### **3. Customer Assurance.**

- 3.1. Upon entering into a contractual relationship with the Bank, the Customer 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 of this clause, 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;
  - ⋮ 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;

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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 whose affiliate is on the sanctions lists 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 Clause, the Bank shall have the right to unilaterally terminate the contractual relations 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 shall be entitled to refuse to open an account and perform banking operations.