

**Public Offer Agreement**  
**for the Opening and Processing of a Virtual Bank Card in the National Currency of the**  
**Republic of Uzbekistan**

This document is an official offer (public offer) of ASIA ALLIANCE BANK JSCB (hereinafter referred to as the Bank) and defines the standard terms of the Agreement on the issue and processing of virtual bank cards of individuals in the national currency of the Republic of Uzbekistan, which accounts are opened remotely by then using mobile devices and the installed Bank's Mobile Application.

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

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

**1. SUBJECT OF THE AGREEMENT**

- 1.1. The subject of this Agreement is the interaction between the Customer and the Bank in the provision of banking services for opening and processing a Card Account, opening and processing by the Bank of virtual banking in the national currency of the Republic of Uzbekistan in accordance with this Agreement and the current legislation of the Republic of Uzbekistan.

Transactions on the Customer's account shall be carried out in accordance with the legislation of the Republic of Uzbekistan, regulatory acts of the Central Bank of the Republic of Uzbekistan, the rules of the Payment Systems and this Agreement.

- 1.2. The terms and conditions of the Agreement are defined in a standard form and can be accepted by the Customer by submitting an electronic application for opening a SSCA and issuing a bank card in the national currency and the Customer's consent with the terms and conditions of the Public Offer at the time the Customer ticks the box (consent) next to the text: "I have read and agree to the terms and conditions of the Public Offer" in the Bank's Mobile Application, which means the Customer's joining (acceptance) to this Agreement as a whole.

**2. DEFINITIONS AND INTERPRETATIONS**

- 2.1. **Acceptance of the Offer** means full and unconditional acceptance of the Offer by the Customer by performing the actions specified in Clause 1.2. of this Offer.
- 2.2. **Authentication** is the procedure for the Customer to confirm that it was he or she who contacted the Bank via Remote Service Channels to obtain information, conclude agreements, send documents, perform transactions and perform other actions in the manner prescribed by the terms and conditions of the Agreement.
- 2.3. **ATM** is an automated device with the NFC function used to issue cash to the Customer using the Virtual Card within the balance of the Card Account.
- 2.4. **Virtual bank card (hereinafter referred to as the Virtual Card)** is a bank card in electronic form linked to the Card Account in the national currency of the Republic of

Uzbekistan, which is a means of payment containing the mandatory bank card details required to make payments.

- 2.5. **Refund** is any refund of funds due to the Customer's refusal of goods, works and services purchased using the Virtual Card, approved by the Enterprise and carried out by the Enterprise in the established form for crediting the Customer's Card Account. Refund cannot be made in cash.
- 2.6. **Statement** is a report on transactions made by the Customer using the details of the Virtual Card for a certain period of time. The Customer can receive the statement through the Bank's Mobile Application, through the Bank's service branches.
- 2.7. **Settlement date** is the date of debiting funds from the Card Account for the Transactions made.
- 2.8. **Transaction date** is the date of Transaction.
- 2.9. **Remote banking services (RBS)** is a set of banking services provided to the Customer based on electronic exchanges transmitted (received) remotely using telecommunication systems.
- 2.10. **Offer Agreement** is an agreement between the Bank and the Customer for the provision of services for opening and processing virtual bank cards.
- 2.11. **Identification** is determination by the Bank of the Customer's data on the basis of the documents provided by him/her (upon the Customer's personal application to the Bank for any banking services), as well as additionally confirmed information available in open sources and databases for the purpose of conducting a Customer due diligence check.
- 2.12. **Identified user** means a user with unlimited access to the functional capabilities of the Mobile Application, who has undergone the identification process and has personal data in the Bank's ABS;
- 2.13. **Card account** is a special UZS card account in the national currency of the Republic of Uzbekistan opened by the Bank for the Customer to conduct mutual settlements using the Virtual Card.
- 2.14. **Customer** is an individual - a citizen of the Republic of Uzbekistan, a foreign citizen or a stateless person with the status of Identified User of the Bank's Mobile Application, who has accepted the Offer, and is thus a customer of the Bank's services under the concluded Offer Agreement.
- 2.15. **Contact Center** is a division of the Bank that, after Authentication of the Customer using the Password, provides Customers with information on the status of the Card Account, information on transactions carried out, blocks the Virtual Card, consults on the use of the Virtual Card and other Remote Banking Services via the telephone channel.
- 2.16. **The Bank's Mobile Application** is a software product installed in the operating system of a mobile device, with the help of which the Customer interacts with the Mobile Banking System.
- 2.17. **National payment system** – operational and payment clearing center for processing transactions on bank cards within the Republic of Uzbekistan.
- 2.18. **Offer** is an offer addressed to one or several specific persons, which is sufficiently definite and expresses the intention of the person who made the offer to consider himself/herself as having entered into an agreement with the addressee who will accept the offer. In this case, the offer is this Public Offer Agreement, which is concluded between the Bank and the Customer by accepting the offer by the Customer (hereinafter referred to as the "Agreement").

- 2.19. **PIN code** is a special code for entering the HUMO-Pay menu of the Bank's Mobile Application, designed to confirm the legitimacy of the Customer to perform transactions using the Virtual Card, as well as to restrict access to information. PIN codes are confidential information and must be kept in secret by the Customer in order to ensure the safety of funds on the Virtual Card.
- 2.20. **Card details** are card number and expiration date.
- 2.21. **Mobile Banking System** (hereinafter referred to as the System) is a banking application designed for remote provision of banking services to Customers - individuals, via mobile phones and an Internet browser where the Customer is registered.
- 2.22. **Slip** is a check issued upon payment by a Virtual Card, issued using the Terminal.
- 2.23. **Tariffs** means Tariffs for servicing Customers of ASIA ALLIANCE BANK JSCB approved by the authorized body of the Bank, including Tariffs for the issue and processing of bank plastic cards.
- 2.24. **Transaction (Operation)** means payment for goods, works and services made by the Customer using the details of the Virtual Card (card number, its validity period).
- 2.25. **Terminal** is a device or software used for payments by Virtual Card for goods, works and services, for receiving cash at bank cash desks, as well as for providing reference information upon presentation by the Customer, provided that the Customer uses the HUMO-Pay service.
- 2.26. **TSE** is a trade and service enterprise accepting the Virtual Card as payment for goods, works and services, located in the Republic of Uzbekistan, selling goods, works and services using the Internet site or Terminals.
- 2.27. **HUMO-Pay** is a payment service for payment via NFC using a smartphone.
- 2.28. **NFC (Near field communication)** is a short-range wireless data transmission technology that enables data exchange between devices located at a distance of 10 centimeters.

### 3. GENERAL

- 3.1. After the Customer accepts the Offer, the Bank shall open a Card Account, a Virtual Card in real time and post its details in the Mobile Application.
- 3.2. No more than five Cards with accounts in the national currency of the Republic of Uzbekistan may be issued and valid in the name of the Customer.
- 3.3. The Bank shall open a Card Account in the national currency of the Republic of Uzbekistan in the name of the Customer.
- 3.4. The Virtual Card is valid for 3 (three) years and is calculated until the last day of the month of the year specified on the front side of the Card image in the Mobile Application. Upon expiration of the Virtual Card, the Customer must contact the Bank using the appropriate menu of the Bank's Mobile Application to reissue the Card.
- 3.5. It is impossible to use the details of the Virtual Card in the following cases:
- the Virtual Card has expired;
  - the Virtual Card has been blocked at the request of the Customer or by the Bank in the cases provided for in this Agreement;
  - The virtual card was blocked due to three incorrect entries of the PIN code.
- 3.6. The Bank shall charge the Customer a fee for issuing/reissuing the Virtual Card in accordance with the Bank's current Tariffs.

- 3.7. The Card Account opened by the Bank for the Customer to perform transactions using the Virtual Card, record and conduct mutual settlements has the following mode:
- 1) the Card Account is maintained in the national currency of the Republic of Uzbekistan - sum;
  - 2) the Card Account is not intended for conducting settlement transactions related to entrepreneurial activities;
  - 3) interest is accrued on the actual balance of funds in the Card Account in the amount established by the Bank's Tariffs;
  - 4) the Customer can independently perform debit transactions on the Card Account only by using the details of the Virtual Card and only during the validity period of the Virtual Card;
  - 5) the Bank writes off the fee from the Card Account without acceptance in accordance with the Tariffs and other payments in accordance with this Agreement.
- 3.8. The Customer may perform the following types of transactions provided by the Bank under this Agreement:
- 3.8.1. non-cash settlements with Enterprises for goods, works and services rendered using the Internet site or Terminals;
  - 3.8.2. cash withdrawals through ATMs and bank cash desks;
  - 3.8.3. cash deposits to the Card Account through the Bank's cash desks;
  - 3.8.4. non-cash crediting of funds to the Card Account from other accounts in accordance with current legislation;
  - 3.8.5. obtaining reference information from the bank (obtaining a certificate of account operation, etc.).
- 3.9. The Bank shall charge the Customer a fee for performing transactions in accordance with the Bank's current Tariffs. The Customer shall instruct the Bank to write off the fee from the Card Account without acceptance in accordance with the Tariffs.
- 3.10. In the event that the Bank makes changes/additions to the Tariffs and this Agreement, the Bank shall notify the Customer thereof no later than 10 (ten) calendar days prior to the date of introduction of such changes/additions, without concluding an additional agreement to this Agreement, in any of the following ways:
- by posting changes and/or additions to the Tariffs and the Agreement on information boards in the Bank's offices;
  - by posting changes and/or additions to the Tariffs and the Agreement on the Bank's web page at: [www.aab.uz](http://www.aab.uz);
  - in another way, at the discretion of the Bank.
- 3.11. In the event that the Customer fails to submit any objections regarding the changes/additions made by the Bank to the Tariffs and this Agreement within 10 days, such changes/additions shall be deemed accepted by the Customer. In case of disagreement of the Customer with the changes or additions made to the Tariffs and this Agreement, the Customer has the right to terminate the Agreement before such changes/additions come into force in the manner prescribed by this Agreement.
- 3.12. The Card Account is maintained using the debit scheme.
- 3.13. All settlements under this Agreement shall be made in the national currency of the Republic of Uzbekistan.

- 3.14. The Customer confirms that he/she has read and agrees with all the provisions of the Agreement and Tariffs, with the procedure for using the Virtual Card.
- 3.15. Transactions carried out by the Customer through the Online Casino are not subject to challenge.

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

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

- 4.1.1. Perform transactions using the details of the Virtual Card within the limits of the funds available on the Card Account.
- 4.1.2. Give the Bank instructions to transfer funds from the Card Account using the details specified by the Customer in the Transfer Application completed in the form established by the Bank.
- 4.1.3. In case of unauthorized use, block the Virtual Card using the relevant menu of the Bank's Mobile Application.
- 4.1.4. At its own discretion, change the PIN code using the Bank's Mobile Application.
- 4.1.5. At any time, terminate the Virtual Card early by closing it using the relevant menu of the Mobile Application or by contacting the Bank with a corresponding application. After the Customer closes the Virtual Card, this Agreement shall be considered terminated.
- 4.1.6. Replenish the Card Account in cash through the Bank's cash desk or by bank transfer, taking into account the requirements of the law, as well as the terms of the Agreement.  
  
It is not allowed to credit the Card Account with wages, pensions, benefits, scholarships and equivalent payments, insurance payments, dividends, loans and credits, etc.
- 4.1.7. Receive information in writing and orally about the status of the Card Account, a statement of the Card Account upon personal application to the Bank with an identity document, as well as by telephone, subject to passing Authentication. Also receive information about the operation of the Card Account using the corresponding menu of the Bank's Mobile Application.

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

- 4.2.1. Check the accuracy and completeness of the information specified and provided by the Customer to the Bank for identification. In the event of any discrepancies or inaccurate information, refuse to open/reissue the Virtual Card for the Customer.
- 4.2.2. Refuse to open a Card and open a SSCA if the Bank has previously issued 5 (five) Cards in the Customer's name that have not expired by that time.
- 4.2.3. Write off from the Customer's Card Account without acceptance:
  - 1) funds equivalent to the amounts of transactions completed using the Virtual Card;
  - 2) funds erroneously credited to the Card Account;
  - 3) amounts of the Bank's commission fee in accordance with the Tariffs;
  - 4) documented expenses incurred by the Bank in connection with processing the Virtual Cards;
  - 5) the amount of losses incurred by the Bank as a result of the Customer's violation of the terms of the Agreement or illegal use of the details of the Virtual Card.

In this regard, the Customer grants the right and instructs the Bank to write off the said amounts without his additional instructions.

In the event of detection of an erroneous entry on the crediting to the Card Account and/or the debiting of funds from the Card Account, make the appropriate correction without obtaining the Customer's written consent by crediting to the Card Account and/or debiting funds from the Card Account in the established manner.

- 4.2.4. At any time, including, but not limited to, without prior notice to the Customer, suspend (block) or terminate the Virtual Card and take the necessary measures for this in the following cases:
- a) the Customer violates the terms and conditions of this Agreement, the assurances given by him in accordance with the Compliance Clause (Annex No. 1 to this Agreement), the Rules of the payment system, internal banking rules, current legislation;
  - b) the Customer carries out illegal transactions or actions that threaten the reputation of the Bank or cause damage to other persons or the Bank itself;
  - c) if the data provided by the Customer is discovered to be unreliable;
  - d) a third attempt to enter an incorrect PIN code. In this case, the Bank blocks the Virtual Card;
  - e) if there is a suspicion of illegal use of the Virtual Card details, if Transactions are detected that contradict the current legislation, if information is received from the Payment System about possible unauthorized use of the Virtual Card details, as well as if there are other grounds that may cause damage to the Bank and/or the Customer;
  - f) if the Bank receives requests from government agencies in accordance with the current legislation;
  - g) in other cases at the discretion of the Bank.
- 4.2.5. In cases established by regulatory acts, monitor the compliance of the Customer's transactions on the Card Account with the current legislation. For this purpose, the Bank has the right to demand from the Customer the necessary documents confirming the information in the Applications required for the identification of the Customer and the collection of information about the Customer, and to make copies of them. In case of failure to provide the specified documents, the Bank has the right to refuse to carry out a debit transaction on the Card Account.
- 4.2.6. In cases stipulated by the legislation in the field of combating the legalization of proceeds from crime and the financing of terrorism, suspend transactions on the Card Account or refuse to carry them out.
- 4.2.7. At its own discretion, change the set of transactions, services and functions related to the use of the Virtual Card, make changes and additions to the Tariffs and this Agreement, having previously notified the Customer of such changes and additions in the manner prescribed by clause 3.10. of this Agreement.
- 4.2.8. Require the Customer to pay the Bank all amounts of debt and all expenses related to the violation of this Agreement.
- 4.2.9. Set a limit on transactions on the Virtual Card.
- 4.2.10. Conduct cashback projects, promotions and bonus programs that are conducted in accordance with the Bank's decisions.

- 4.2.11. Interact with the Customer, including by means of telephone conversations on the phone number available to the Bank, in order to obtain confirmation from the Customer of the legality of the Transactions made using the Virtual Card.
- 4.2.12. During the entire term of the Agreement, require the Customer to present to the Bank the documents necessary for his identification, as well as the documents necessary for considering applications for disputed Transactions and making informed decisions on them, and make copies of them.
- 4.2.13. Block the Card and the Card Account in the event of no transactions on the Card Account for 12 months if there is a balance on the Card Account. In the future, when the Customer applies for a refund of funds on a blocked Card Account, the Bank shall, after receiving the relevant written application, issue them to the Customer in cash or, at his instruction, transfer them to another account no later than seven days;
- 4.2.14. Unilaterally terminate this Agreement in the manner established by Clauses 6.4. - 6.6. of the Agreement.
- 4.2.15. Refuse to accept the Customer's application to challenge transactions (open a dispute) conducted through the Online Casino.
- 4.2.16. Without further acceptance (without obtaining additional consent from the Customer), write off funds from the Card Account and other card accounts of the Customer, including those opened in other banks, in the event of a negative balance being detected on the Card Account, which arose due to technical failures, untimely mutual settlements for clearing by processing centers, etc.

**4.3. The Customer shall:**

- 4.3.1. Comply with the legislation, the internal banking rules established in accordance with it, the rules of the Payment Systems, the requirements of the Agreement and the representations given by it in accordance with the Compliance Clause (Annex No. 1 to this Agreement).
- 4.3.2. When performing the Identification procedure, provide the Bank with original and valid documents and information as of the date of presentation.
- 4.3.3. Immediately notify the Bank of all changes related to the Agreement, about changes in the first name, patronymic, last name, residential address (registration), passport data required to identify the Customer, as well as about changes in telephone numbers. Immediately submit to the Bank documents confirming the above changes.  
  
In case of a change of last name, first name or patronymic, contact the Bank with a written application for reissue of the Virtual Card.
- 4.3.4. Carry out debit transactions within the balance of funds on the Card Account.
- 4.3.5. Not use the Card Account for entrepreneurial activities.
- 4.3.6. In the event of a return to the outlet of a purchase paid for with a Virtual Card, not demand that the outlet return the purchase price in cash. The said reimbursement can only be made to the Card Account by bank transfer.
- 4.3.7. Timely pay/reimburse:
  - fees, other amounts stipulated by the Bank's Tariffs;
  - amounts of Transactions made using the details of the Virtual Card;
  - amounts erroneously credited by the Bank to the Card Account;

- amounts of Transactions made in violation of this Agreement, amounts related to the prevention and investigation of illegal use of the details of the Virtual Card, as well as violation of the terms of the Agreement and forced collection of the Customer's debt in accordance with actual expenses.
- 4.3.8. Not transfer the Virtual Card details, PIN code, one-time verification codes received via SMS notifications when logging into the Mobile Application and in other cases to third parties, do not follow dubious links on the Internet. Take all measures to prevent the unauthorized use of the Virtual Card details.
  - 4.3.9. In cases of unauthorized use of the Virtual Card details to suspend Transactions on the Card Account, immediately block the Virtual Card by using the corresponding menu of the Bank's Mobile Application or notify the Bank about it. If the message was made orally, no later than 2 (two) business days, confirm your oral message with a written statement.
  - 4.3.10. Not transfer Mobile Devices for use by third parties and ensure the safety of the information on the Mobile Device.
  - 4.3.11. Be responsible for all transactions performed using the details of the Virtual Card, including transactions performed by third parties with or without the knowledge of the Customer.
  - 4.3.12. Notify the Bank in writing of funds erroneously credited to the Card Account that do not belong to the Customer within 10 (ten) calendar days from the date this fact is discovered, and in such cases ensure that there are sufficient funds in the Card Account for the Bank to debit the erroneously credited funds without acceptance.
  - 4.3.13. Not perform transactions using the details of the Card after its expiration.
  - 4.3.14. Reissue the Virtual Card upon expiration by using the appropriate menu of the Mobile Application, contact the Bank.
  - 4.3.15. Immediately provide the Bank, upon its request, with the documents specified in clause 4.2.12. of the Agreement.
  - 4.3.16. Reimburse the Bank for documented expenses to prevent illegal use of the Virtual Card in the amount of expenses actually incurred by the Bank, as well as the Bank's losses associated with the Customer's violation of this Agreement.
  - 4.3.17. Carry out expenditure transactions within the balance of funds on the Card Account, monitor the occurrence of excess debt and prevent its occurrence. In the event of a debt to the Bank due to the formation of a negative balance on the Card Account, pay off the debt at the first request of the Bank;
- 4.4. **The Bank shall:**
- 4.4.1. Open a Card Account and a Virtual Card in the name of the Customer in accordance with the terms and conditions of this Agreement.
  - 4.4.2. Make timely settlements on transactions using the details of the Virtual Card in accordance with the current legislation, banking rules, the rules of the Payment System, this Agreement and the Tariffs.
  - 4.4.3. Fulfil the Customer's instructions to transfer funds from the Card Account upon submission by the Customer to the Bank of a duly completed Transfer Application and provided that the balance of funds on the Card Account is sufficient to make the transfer and pay the Bank's fees.



- 4.4.4. Familiarise the Customer with the Bank's Tariffs and notify the Customer of changes to the Tariffs and terms of the Agreement in the manner prescribed by this Agreement.
- 4.4.5. Carry out debiting of the Customer's Card Account for the amounts of transactions that reduce the balance of funds on the Card Account, as well as for the amounts of the Bank's commission fee for the execution of the said Transactions.
- 4.4.6. Carry out crediting of the Customer's Card Account when depositing funds for the purpose of replenishing the Card Account, as well as in the event of a refund of payment by the Virtual Card.
- 4.4.7. Provide, on the basis of the Customer's application, a statement from the Card Account in accordance with the current Tariffs of the Bank.
- 4.4.8. Upon receipt of an application from the Customer regarding the illegal use of the Virtual Card, immediately block the Virtual Card.
- 4.4.9. Carry out reissue of the Virtual Card in the event of its expiration and the Customer's application to the Bank using the corresponding menu of the Bank's Mobile Application.
- 4.4.10. Provide the Customer with consultations on the use of the Virtual Card and the settlement technology stipulated by the Bank's Tariffs.
- 4.4.11. In the event of termination of the Agreement, return to the Customer the remaining funds deposited in the Card Account by bank transfer to the Customer's account opened with the Bank or in cash at the Customer's choice and then close the Card Account.

## **5. LIABILITIES OF THE PARTIES**

- 5.1. The Parties shall be liable for failure to fulfill or improper fulfillment of obligations under the Agreement in accordance with the legislation of the Republic of Uzbekistan and the terms and conditions of this Agreement.
- 5.2. The Customer shall be liable for the accuracy of all information provided to the Bank.
- 5.3. The Customer shall be liable for improper fulfillment of its obligations stipulated by the Agreement.
- 5.4. The Customer shall be liable for all Transactions made using the details of the Currency Card from the date it is opened by the Bank.
- 5.5. Damage caused to the Bank due to the Customer's failure to fulfill or improper fulfillment of the terms of this Agreement shall be subject to unconditional compensation by the Customer.
- 5.6. The Bank shall be liable for the untimely blocking of the Virtual Card. The Bank shall not be liable for the consequences of the Customer's untimely notification of the Bank about the blocking of the Virtual Card.
- 5.7. The Bank shall be liable for the untimely crediting of funds to the Card Account in accordance with the legislation.
- 5.8. The Bank shall be liable for the safety of the funds placed by the Customer on the Card Account and shall guarantee their return to the Customer in accordance with this Agreement and the current legislation of the Republic of Uzbekistan.
- 5.9. The Bank shall be liable for maintaining banking secrecy about transactions on the Card Account. Information about the Card Account and transactions using the Virtual Card may be disclosed by the Bank to third parties only in cases where such disclosure of information

is the Bank's obligation in accordance with the current legislation of the Republic of Uzbekistan, or in other cases with the consent of the Customer.

- 5.10. The Bank shall not be liable for the Customer performing Transactions that contradict the legislation of the Republic of Uzbekistan.
- 5.11. The Bank shall not be liable in cases of failure by the Customer to comply with the terms of this Agreement, as well as in situations beyond the Bank's control.
- 5.12. The Bank shall not be liable to the Customer for the provision of services or their quality when such services are provided by third parties, and their provision is conditioned by the Customer having a Virtual Card. The Bank shall be released from property liability in the event of technical failures (disconnection/damage to power supply and communication networks, equipment failure, software failures, power supply, data transmission systems and the Bank's database, communication failures with the processing organization, etc.), which entail the Bank's failure to comply with the provisions of this Agreement.
- 5.13. The Parties shall not be liable for failure to fulfill their obligations under this Agreement if such failure or partial failure was the result of the adoption by state authorities and administration of acts (restrictive measures) or force majeure circumstances, which include: war, earthquake, fire, strike or other disasters, as well as failures of software, power supply and data transmission systems that arose through no fault of their own. The Parties are obliged to immediately notify each other in writing of the beginning and end of such circumstances.

Force majeure circumstances will be considered force majeure if confirmed by the bodies authorized to do so.

- 5.14. The Bank shall not be liable for any transactions related to gambling, betting (wagering) and other high-risk activities, as well as for losses incurred as a result of such transactions.

## **6. VALIDITY OF THE AGREEMENT, TERMINATION PROCEDURE**

- 6.1. This Agreement shall be deemed concluded from the date of the Offer Acceptance by the Customer and shall be valid for an indefinite period.
- 6.2. The Customer may unilaterally terminate this Agreement at any time and terminate the Virtual Card early by closing it using the relevant menu of the Mobile Application or by submitting a corresponding application to the Bank. After the Customer closes the Virtual Card and receives the remaining funds from the Card Account, this Agreement shall be deemed terminated.
- 6.3. The return of the remaining funds recorded on the Card Account, at the Customer's request, shall be carried out in the following order:
- the amount of funds available on the Card Account shall be returned to the Customer by transferring it by the Bank to another card account opened with the Bank;
  - issued in cash through the Bank's cash desk.
- The Customer shall select the method of returning the remaining funds using the relevant menu of the Mobile Application.
- 6.4. The Agreement may be terminated by the Bank unilaterally and the Card Account shall be closed in the following cases:
- the Customer's refusal to accept the changes and additions made by the Bank to the Tariffs and this Agreement (clause 3.11. of this Agreement);

- the Customer's violation of the terms of the Agreement, the representations given by him in accordance with the Compliance Clause (Annex No. 1 to this Agreement), the requirements of the legislation of the Republic of Uzbekistan;
  - in the absence of transactions on the Card Account for 12 months, if there is no balance on the Card Account and the Customer has no obligations to the Bank under this Agreement.
  - upon expiration of the Cards and subsequent refusal by the Customer or the Bank to reissue and non-use of the Card Account in the future for 3 months, as well as in the event of early termination of the Card, subject to the settlement of all financial obligations between the parties in accordance with this Agreement.
- 6.5. The Bank's notice of intent to terminate the Agreement on the above grounds shall be sent to the Customer within 10 calendar days after the occurrence of the circumstances specified in clause 6.4. of the Agreement.
- 6.6. The remaining funds on the Card Account shall be transferred to the account specified by the Customer or issued to the Customer in cash through the Bank's cash desk.
- 6.7. Termination of the Agreement shall be grounds for closing the Card Account.

## **7. DISPUTE RESOLUTION**

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

## **8. FINAL PROVISIONS**

- 8.1. By concluding this Agreement, the Customer confirms that he/she has read the Bank's Tariffs.
- 8.2. Any notice from the Bank is considered to be presented, and correspondence is considered to be received by the Customer on the third business day from the date of sending it to the last location of the Customer known to the Bank. The date of sending the notice is determined by the postmark.
- 8.3. Issues not regulated by the Agreement are governed by the legislation of the Republic of Uzbekistan.

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

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

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

Bank details:

Current account 2980200000001095001

MFO: 01095 INN: 207018693

OKED: 64190 OKPO: 22921172

## **COMPLIANCE CLAUSE**

### **1. Aim and definitions**

- 1.1. The aim 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/CFM**”), “Corruption and bribery control” (hereinafter referred to as “**CBC**”), “Sanctions and export control measures” (hereinafter referred to as “**Sanctions**”).

**Money laundering** is the process of giving a legal appearance to the possession, use or disposal of funds or other property obtained as a result of committing a crime.

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

**Corruption** is the illegal use by a person (bank employees) of their position or official position for personal or other persons' benefit, or the illegal presentation of such benefit.

**Bribery** is the giving, promising, permitting, receiving or transferring of something of value with the purpose of influencing the recipient and causing them to take illegal actions, or a situation where the recipient's acceptance of the benefit is illegal.

**Sanctions** are economic or financial restrictions, or trade embargoes, imposed, prescribed or put into effect by government bodies of the relevant jurisdiction.

**Sanctions list** is 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 the import, export, re-export, 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 governmental authorities.

**Sanctions Risk** is the possibility that a Bank Transaction Services Entity, its founder, beneficiary or controlling person will be subject to US, EU or other sanctions adopted by states and international jurisdictions.

**Blocked Person** means any person (a) whose property or right to property is blocked by any Sanctions, (b) who is designated as an asset freeze subject to Sanctions, (c) who is prohibited from dealing under relevant Sanctions or export controls, or (d) who is owned or controlled by any such person.

**Financial fraud** is the commission of illegal actions in the sphere of monetary circulation by means of 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 “ASIA ALLIANCE BANK” JSCB (hereinafter referred to as the “**Bank**”), to whom this 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” JSCB and carries out payments, settlements and other transactions 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. The following documents are related to local requirements:

- Criminal Code of the Republic of Uzbekistan.
- Law “On Combating Corruption”.
- Law “On Combating Money Laundering and Financing of Terrorism”.
- “Internal Regulations Concerning Combating Money Laundering, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction in Commercial Banks” No. 2886 dated 23.05.2017.
- Bank Procedures in the Spheres of AML/CFT/CFMD, CBC and Sanctions.

2.3. The following documents are related to international standards:

- 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 US Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, Great Britain and Northern Ireland) and authorized bodies of other foreign states<sup>3</sup> and international organizations, as well as other officially announced lists of sectoral sanctions and/or export controls.
- Requirements of the Bank's correspondent banks in the field of AML/CFT/CFMD, CBC, Sanctions.

## **3. Customer's Representations**

3.1. When entering into contractual relations with the Bank, the Customer represents the Bank that it will comply with the Legislative documents specified in paragraph 2.2., as well as the international standards specified in paragraph 2.3. of this Clause, in particular, the Customer:

- shall not launder money or finance terrorism within the framework of 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 an employee of the Bank, does not take a bribe from an employee of the Bank;
- shall not offer or provide a bribe to third parties on behalf of the Bank;

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

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

<sup>3</sup> The G7 countries are France, the USA, Great Britain, Germany, Japan, Italy and Canada.

- shall not enter into agreements, does not carry out banking operations with a party that is on the sanctions lists within the framework of contractual relations with the Bank;
- shall not enter into agreements, does not carry out banking operations with a party whose affiliate is on the sanctions lists within the framework of contractual relations with the Bank;
- shall not enter into agreements, does not carry out banking operations with third parties on 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 full and transparent provision of documents and information on transactions, contracts, participants in transactions, goods and services, and movement of funds within the framework of contractual relations with the Bank;
- shall not intend to carry out any illegal operations that contradict the Legislation of the Republic of Uzbekistan and international standards;
- shall release the Bank from liability to compensate for damages, costs, losses, obligations, fines, penalties and / or expenses (including attorney's fees and fees) 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 paragraph 3 of this Clause, the Bank has the right to unilaterally terminate the contractual relationship with the Customer.
- 4.2. In the event of risks of sanctions or other restrictive measures being applied against the Bank by correspondent banks, the Bank has the right to refuse to open an account and carry out banking operations.