

**Public Offer Agreement**  
**for Servicing an Account of a Payment Terminal**  
**of the Interbank Payment System with/without**  
**Provision of a Terminal for Rent**

This document is an official proposal (public offer) of "ASIA ALLIANCE BANK" JSCB (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 payment terminal with or without provision of a payment terminal for rent, upon registration of the payment terminal in the automated banking system, and acceptance, processing and accounting of payments to the Company made using the payment terminal.

In accordance with Part 2, Article 369 of the Civil Code of the Republic of Uzbekistan (CC of the Republic of Uzbekistan), if the points of the public offer set out below are accepted, you contact the Bank with an application to open a transit account (Appendix No.1 to the Agreement), as well as provide the necessary documents (documents are provided only by those Clients who do not have accounts with the Bank), the Client who accepts this offer becomes the Customer (in accordance with Part 4, Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer is tantamount to concluding an agreement on the terms set out in the offer), and the Bank and Client jointly become the Parties of the present agreement.

In connection with the above, carefully read the text of this public offer and study 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**

<b>Enterprise</b>	A legal entity or individual entrepreneur who sells goods, provides services, performs work and has the ability to accept payments from Cardholders for goods/services/work.
<b>Bank card</b>	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;
<b>Stickers, gadgets</b>	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.
<b>Card account</b>	The Cardholder's bank account opened by the Issuing Bank, management of funds of which is carried out through a plastic card.
<b>Bank card holder</b>	The owner or a person authorized by the owner, using a bank card on the basis of an agreement between the owner and issuer or bank that distributes bank cards, and presenting the Card as a means of payment:  <ol style="list-style-type: none"><li>1) an individual – presenting a plastic card as a means of payment for purchased goods, works and services;</li><li>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;</li><li>3) an individual entrepreneur in whose name an individual entrepreneur plastic card was issued.</li></ol>

**Payment terminal (terminal)**

Device that makes it possible to make payments for goods (work, services) in non-cash form using a bank plastic card, as well as contactless payment (NFC) and creating slips for completed transactions.

**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/her application.

**Payment transaction**

Payment for goods (works, services) using a bank card.

<b>Transaction</b>	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.
<b>Report</b>	List of transactions received directly through the payment terminal.
<b>Slip</b>	Payment terminal receipt confirming completion of a transaction using a plastic card and containing information about the amount of the transaction, date of the 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 application of the Enterprise, the Bank opens an account for servicing the Payment terminal(s), leases the Payment Terminal in cases where the Enterprise intends to use the terminal(s) leased from the Bank, registers the Payment Terminal in the automated banking system (ABS) and accepts, processes and records payments to the Company made using the Payment Terminal, and the Company accepts payments from Cardholders for goods sold, work performed and services provided through use of the Payment Terminal and pays for Bank services: turnover commission and rent , in case the Company uses the Bank's Payment Terminal.

## **3. RESPONSIBILITIES OF THE BANK**

- 3.1. The bank is obliged to:
- if the Company does not have its own terminal, within 30 (thirty) calendar days after accepting this offer, transfer the Payment terminal/s to the Company for servicing Cardholders, open an account for servicing the Payment terminal/s, 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 certificate of the Payment terminal;
- 3.1.1. 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;
- 3.1.2. ensure the safety of funds in the account;
- 3.1.3. no later than the next working day after receipt of funds to the Enterprise's transit account, credit the amount of Transactions minus the turnover commission to the Enterprise's deposit account;
- 3.1.4. issue, upon written application of the Enterprise, statements (reports) on all Transactions carried out by the Enterprise using cards.
- If the Enterprise uses a Payment Terminal leased from the Bank, the Bank is also obliged to:
- 3.1.5. at the request of the Company, train the Company's personnel on the 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 the 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 the 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. The 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. The enterprise is obliged to:

5.2.1. If there are no accounts in the Bank, in addition to submitting an application 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. 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 that Bank Cards are accepted by the Enterprise as a means of payment;

5.2.7. 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;

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

5.2.9. 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;

5.2.10. 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;

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

5.2.12. 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:

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

5.2.14. 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;

5.2.15. in case of damage to the Payment Terminal or its malfunction, do not carry out repairs or involve third parties for 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;

5.2.16. 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;

5.2.17. use consumables approved by the Bank for Transactions;

5.2.18. 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, taking into account normal wear and tear;

5.2.19. 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 shall compensate the Bank for the losses caused.

## **6. THE RIGHTS OF THE ENTERPRISE**

6.1. The 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 to the Company's personnel on use of the Payment Terminal.
- 6.2. The 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 application of the Cardholder must return the funds with his payment order to card account of the Cardholder;
  - 6.2.2. transfer the Payment Terminal to other persons;
  - 6.2.3. transfer information about transactions to other persons and organizations, 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. worsen 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 payment for renting the Payment Terminal and turnover commission is established by the Bank's Tariffs.

7.2. Collection of turnover commission from the Enterprise is carried out by the Bank without acceptance order on the basis of 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 the 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 if the Enterprise itself fails to pay the rent within the specified period, the Enterprise is considered to be overdue in fulfilling its obligation to pay for the rental of the payment terminal.

7.3.4. Payment 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, the 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 in order to develop a mutually acceptable solution.

11.2. If agreement is not reached within 10 days, then the dispute is referred to 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 of time.

12.2. The 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:

- The 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;

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

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

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

- The 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.

In the above cases, the Bank has the right to deny the Enterprise access to the payment system through the payment terminal without notice.

### 13. MISCELLANEOUS

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

13.2. 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.

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

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

Appendix No. 1. Application for opening a transit account

Appendix No. 2. Certificate of acceptance and transfer of the Payment terminal

### 14. LEGAL ADDRESSES AND BANK DETAILS

#### "ASIA ALLIANCE BANK" JSCB

**Address:** city of Tashkent, District of Yashnabad,  
Makhtumkuli str., 2a

TIN: 207018693

CCEA: 64190

RNCBO: 22921172

Bank details: op./acc 2980200000001095001

MFO: 01095

Phone.: 71-231-60-00

Signature: \_\_\_\_\_

SEAL