

Public Offer Agreement
on General Conditions for Conducting Transactions
for Purchase and Sale of Foreign Currency

city of Tashkent

15.02.2021.

This document is an official offer (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/individual entrepreneurs (hereinafter referred to as the Client), when providing them with purchase and sale of foreign currency.

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC of the Republic of Uzbekistan), if the conditions of the public offer set out below are accepted by submitting an Application for acceptance of the terms of the Public Offer Agreement, the Client - a legal entity or individual entrepreneur who accepts this offer, becomes the Customer (in accordance with Part 4 of Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of an offer is tantamount to concluding an agreement on the terms set out in the offer), and the Bank and the Customer/Client jointly are the Parties to this agreement.

In connection with the above, carefully read the text of this public offer and review 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.

I. Subject of the Agreement

1.1. The following terms are used in this Agreement and shall be construed in accordance with their definitions below:

Offer – this document is a public offer agreement on the general conditions for carrying out purchase transactions with Clients and sale of foreign currency to Clients by the Bank.

Offer acceptance – full and unconditional acceptance of the offer by the Client carrying out the actions specified in clause 1.2. of this offer.

Customer/Client – a legal entity/individual entrepreneur who accepted the offer and is thus the Customer of the Bank's services under the concluded Public Offer Agreement (hereinafter referred to as the "Agreement").

1.2. The terms of the Agreement are defined in a standard form and can be accepted by the Client by concluding the agreement with him when submitting an Application for acceptance of the terms of the Public Offer Agreement (Appendix No. 1 to this Offer Agreement). Submitting an Application means the Client's accession to this Agreement as a whole. The Agreement is considered concluded from the moment of registration of the Client's Application with the Bank

1.3. The Client, when submitting applications for purchase or sale of foreign currency, instructs the Bank to purchase or sell foreign currency, and the Bank undertakes to execute the Client's requests.

1.4. An application for purchase or sale of foreign currency (hereinafter referred to as the Application) is filled out by the Client each time it is necessary to purchase or sell foreign currency during the validity period of this Agreement in the form established by the Bank (Appendices No.1 and No.2 to the Agreement), in writing or electronically via use of the "Corporate Internet Banking" system.

1.5. A mandatory condition for carrying out transactions for purchase or sale of foreign currency is the Client's reservation of funds in national or foreign currency in a special account opened with the Bank for reservation of national or foreign currency.

1.6. An application for purchase or sale of foreign currency is executed by the Bank no later than 2 (two) banking days after its submission at the rate established by the Bank at the time of the transaction.

1.7. The Client may withdraw the Application before it is executed by the Bank.

1.8. Cash in foreign currency, offered for sale by the Client, is purchased by the Bank at the rate established by the Bank at the time of the transaction, published in the "Corporate Internet Banking" system.

1.9. Customer requests for purchase of foreign currency will be satisfied at the expense of the Bank's own foreign currency funds at the rate established by the Bank at the time of the transaction, published in the "Corporate Internet Banking" system.

1.10. Relationships regarding the Bank's purchase or sale of the Client's foreign currency are regulated and carried out on the basis of this Agreement and the Client's application for sale or purchase of foreign currency.

II. Rights and Obligations of the Parties

2.1. The Client is entitled to:

2.1.1. during the validity period of this Agreement, submit Applications for purchase or sale of foreign currency;

2.1.2. receive information from the Bank about the progress of execution of Applications;

2.1.3. withdraw submitted Applications before they are executed by the Bank;

2.1.4. terminate this Agreement, while making mutual settlements with the Bank for previously submitted Applications.

2.2. The Bank is entitled to:

2.2.1. refuse to accept the Client's Applications if the Applications are not submitted in the form established by the Bank;

2.2.2. refuse to accept the Application if there are no funds in the special account reserved by the Client in national or foreign currency in the amount specified in the Application;

2.2.3. write off without acceptance the Client's funds in national or foreign currency in the amount specified in the Client's Application, reserved in special accounts for purchase or sale of currency, as well as the amount of commission for considering an application for purchase of foreign currency;

2.2.4. unilaterally establish and change the terms of the Offer Agreement and the Bank's Tariffs.

If the Bank makes changes and/or make additions to the Offer Agreement, Tariffs, the Bank notifies the Client about this no later than 10 (ten) calendar days before the date of introduction of such changes and/or making additions, without concluding an additional agreement to this Agreement, in any of the following ways:

- by posting changes and/or additions to the Offer Agreement, Tariffs on information stands in the Bank's offices;
- by posting changes and/or additions to the Offer Agreement, Tariffs on the Bank's web page at the site: www.aab.uz;
- in any other way, at the discretion of the Bank.

If the Client does not agree with the changes and additions made, the Client has the right to terminate the Agreement in accordance with clause 5.3. of this agreement.

If, after 10 (ten) calendar days from the date of posting the Agreement and/or Tariffs in a new edition on website www.aab.uz, the Client has not in any way expressed his disagreement with these changes and has not terminated the Agreement, Agreement and/or Tariffs in the new edition shall be considered accepted by the Client.

2.3. The Bank shall:

2.3.1. accept and execute within the period established by the Agreement the Applications submitted by the Client;

2.3.2. notify the Client about changes and/or additions to the Offer Agreement, Tariffs by posting on information stands, a website on the Internet, etc.

2.4. The Client shall:

2.4.1. for the purpose of reserving funds in the Bank in national or foreign currency, open a special account in national or foreign currency;

2.4.2. submit to the Bank an Application for purchase or sale of foreign currency in the form established by the Bank;

2.4.3. reserve funds in national or foreign currency in a special account in the amount specified in the Application on the day of its submission;

2.4.4. in the event that after the Bank purchases foreign currency, a balance has formed on the Client's special account in national currency, the Bank has the right to write off the balance of reserved funds from the special account without acceptance and credit them to the Client's demand deposit account or to a loan account if the foreign currency was purchased using credit funds;

2.4.5. Pay the Bank's commission for services provided in accordance with the Tariffs.

By joining the Public Offer Agreement, the Client agrees to the direct debiting of funds from his accounts opened in the Bank to pay the commission.

2.4.6. comply with the requirements of the currency legislation of the Republic of Uzbekistan;

2.4.7. get acquainted with changes in the Offer Agreement, Tariffs of the Bank posted on information stands, website on the Internet, etc.

III. Responsibility of the Parties

3.1. For non-fulfillment and/or improper fulfillment of their obligations under this Agreement, the parties are liable in accordance with the current legislation of the Republic of Uzbekistan.

IV. Force majeure

4.1. The parties are released from liability for non-fulfillment or improper fulfillment of obligations under this Agreement if such non-fulfillment or improper fulfillment was the result of force majeure circumstances.

4.2. By force majeure circumstances, the Parties understand circumstances that arose after signing of this Agreement as a result of unforeseen and unpreventable events of an extraordinary nature, such as: wars and hostilities, natural disasters, technical failures in the operation of the Bank's systems, actions of legislative and/or executive authorities of the Republic Uzbekistan, Central Bank of the Republic of Uzbekistan, prohibiting or limiting the activities of the Parties directly related to the subject of this Agreement.

4.3. The party for whom it is impossible to fulfill obligations under this Agreement due to the circumstances specified in clause 4.2. of this Agreement, must notify the other Party in writing without

delay and, at the request of the other Party, provide evidence confirming occurrence and/or termination of force majeure circumstances. Written documents issued by the authorized body serve as proof of occurrence and duration of these circumstances.

4.4. In the cases stipulated in clause 4.2., the deadline for fulfilling obligations under this Agreement is postponed in proportion to the time during which such circumstances and their consequences apply.

4.5. If force majeure circumstances continue for more than 30 consecutive calendar days, each Party has the right to terminate this Agreement. The Bank shall terminate the Agreement in this case and place a corresponding notice of termination of the Agreement on stands in the Bank's divisions and on the Bank's website - www.aab.uz.

V. Miscellaneous

5.1. This Agreement comes into force from the moment of its registration in the Bank of the Client's Application for acceptance of the terms of the Public Offer Agreement and is valid for an indefinite period.

5.2. The Agreement may be terminated by agreement of the Parties.

5.3. The Agreement may be terminated upon Application by the Client at any time. The Agreement is terminated on the basis of the Client's written Application for termination of the Agreement, which must be signed and certified by the Client's seal.

5.4. The Agreement may be terminated by the Bank unilaterally in the following cases:

- the Bank makes a decision to terminate the provision of this service to Clients;
 - in case of violation by the Client of the conditions established by the Agreement;
 - in case of availability of information about participation or suspicion of participation in terrorist or other criminal activities, obtained in accordance with the current legislation, as well as identification of dubious and/or suspicious transactions of the Client;
- in other cases provided for by law.

5.5. The parties agreed to take all measures to resolve disagreements between them through negotiations. If an agreement is not reached, disputes arising from this Agreement shall be resolved in Tashkent Interdistrict Economic Court.

5.6. All additions and changes to this Agreement are valid only if they are made in writing and signed by authorized representatives of the Parties.

5.7. Neither Party has the right to transfer or assign to third parties its rights and obligations under this Agreement without a prior written consent of the other Party.

5.8. In everything else that is not directly regulated in this Agreement, the Parties are guided by the current legislation of the Republic of Uzbekistan.

5.9. This Agreement is drawn up in two original copies having equal legal force, one for each Party.

VI. Appendices

6.1. The following Appendices are attached to this Agreement and are an integral part thereof:

- Appendix No. 1 – Statement of acceptance of the terms of the Public Offer Agreement;
- Appendix No. 2 – Application for purchase of foreign currency;
- Appendix No. 3 – Application for sale of foreign currency.

VII. Details

«Bank»

«ASIA ALLIANCE BANK» JSCB

Address: Tashkent, Makhtumkuly st, 2a

Telefon: 71-231-60-00, E-mail: info@aab.uz

STATEMENT
on acceptance of the terms of the Public Offer Agreement

Applicant's name _____

By this application I confirm that I have read the terms of the Public Offer Agreement on the general conditions for carrying out transactions for purchase or sale of foreign currency, at the rate established by the Bank at the time of the transaction, published in the “Corporate Internet Banking” system, and I agree with them and I join in with the Offer Agreement as a whole.

In connection with accession of " _____ " LLC/Individual Entrepreneur _____ to the Public Offer Agreement on the general conditions for carrying out transactions for purchase or sale of foreign currency dated 02/15/2021, the previously concluded agreement No. _____ dated _____ on the general conditions for carrying out transactions for purchase or sale of foreign currency foreign currency becomes invalid.

Legal address and details:

Head (signature)

SEAL

APPLICATION FOR PURCHASE OF FOREIGN CURRENCY

Name and TIN of the applicant: _____

Mailing address: _____

Phone, Fax № _____

FULL NAME and position of the employee authorized to resolve issues regarding the transaction: _____

Account in soums № 202%, MFO 01095 «ASIA ALLIANCE BANK»
Operations department

(bank name and code)

Foreign currency account № 202%, MFO 01095 «ASIA ALLIANCE BANK»
Operations department

(bank name and code)

Special account in foreign currency № 22614840** ,MFO 01095 Operations department
«ASIA ALLIANCE BANK»

(bank name and code)

Purpose of using the purchased foreign currency (underline as appropriate):

- a) equipment, components and spare parts;
- b) raw materials and supplies;
- c) services;
- d) loans: guaranteed by the government;
- e) loans: not guaranteed by the government;
- f) loans: issued at the expense of the Bank's own resources;
- g) leasing payments;
- h) medicines, drugs and medical products;
- i) cars;
- j) other consumer goods;
- k) repatriation of income;
- m) travel expenses;
- n) for other purposes.

(type of goods, name of the supplier and country, year of receipt according to the customs declaration if payment is made upon delivery, if payment is prepayment or letter of credit is issued, indicate the required one, foreign partner's bank and country, name of a shipper and country, FEACN code)

We instruct you to conclude on our behalf and at our expense a transaction for purchase of foreign currency on the following conditions:

Amount and name of the currency purchased	Purchase rate in soums	Total purchase amount in soums at the exchange rate
1	2	3

Contract number and date _____
(This column is filled in when purchasing foreign currency for the purposes specified in paragraphs a)-g))

The amount (in national currency - soum) at the rate specified in the application in the amount of _____ is reserved in the account №22613000% _____.

We instruct you to write off from our special account №22613000% _____
- an equivalent in soums of purchased foreign currency at the purchase rate.

The following documents are attached:

1. _____
2. _____

Director _____ (signature)

SEAL

Chief Accountant _____ (signature)

« ___ » _____ 20__.

Appendix № 3
to the Agreement - offers dated 02/15/2021
on the general conditions for carrying out transactions
for purchase or sale of foreign currency

APPLICATION FOR SALE OF FOREIGN CURRENCY

Name and TIN of the applicant _____

Account in soums №	202%	«ASIA ALLIANCE BANK» Operations department	MFO 01095
(bank name and code)			
In foreign currency №	202%	«ASIA ALLIANCE BANK» Operations department	MFO 01095
(bank name and code)			
Special account in foreign currency №		«ASIA ALLIANCE BANK» Operations department	MFO 01095
(bank name and code)			

In accordance with the concluded Agreement on the general conditions for carrying out transactions for purchase or sale of foreign currency, we instruct you to conclude a transaction for sale of foreign currency on the following conditions:

Amount and name of currency to be sold	Sales rate in soums	Total sales amount in soums at the exchange rate
1	2	3
() US dollars/Euro/...		() Soums

Please write off the above amount in foreign currency from current account No. 202...840/978/..... to special account 29896840/978/...905.

We instruct the Bank to write off from a special account the amount of foreign currency in the size specified in this Application, and credit the equivalent amount in national currency to account №202%000%

Director

_____ (signature)

SEAL

Chief Accountant

_____ (signature)