

Public contract-offer
for opening and servicing the HUMO virtual bank card

This document is an official offer (Public Offer) of ASIA ALLIANCE BANK JSCB (hereinafter referred to as the Bank) and defines the standard terms and conditions of the Contract for issuing and servicing HUMO virtual bank cards of individuals in the national currency of the Republic of Uzbekistan, accounts for which are opened remotely using their mobile devices and the Alliance Mobile application installed on them.

Pursuant to Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, if the conditions of the Public Offer set out below are accepted, the Client - an individual 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 the offer is equivalent to the agreement made under the terms set out in the offer), and the Bank and the Client jointly are the Parties to this Contract.

In view of the aforesaid, please carefully read the text of this Public Offer and familiarize yourself with the Bank's Tariffs. If you disagree with any clause of the offer, the Bank suggests you desist from using the services.

1. SUBJECT MATTER OF THE CONTRACT

1.1. The subject matter of this Contract is the interaction between the Client and the Bank in providing banking services by the Bank for opening and servicing a Card account, opening and servicing the HUMO virtual bank cards in the national currency of the Republic of Uzbekistan in accordance with this Contract and the current legislation of the Republic of Uzbekistan.

Transactions on the Client's account shall be carried out in accordance with the legislation of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, rules of Payment systems and this Contract.

1.2. The terms and conditions of the Contract are defined in a standard form and the Client can accept by submitting an electronic request for opening a special card account in UZS and issuing a bank card in national currency and the Client's agreement with the terms and conditions of the Public Offer when the Client ticks off (consent) in the field next to the text: "I have read and agreed with the terms and conditions of the Public Offer" in the

Alliance Mobile Application, which means the Client's accession (acceptance) hereto in its entirety.

2. TERMS AND DEFINITIONS

- 2.1. **Acceptance of the Offer** – the full and unconditional acceptance of the Offer by the Client through the implementation of the actions specified in paragraph 1.2. hereof.
- 2.2. **Authentication** – the procedure for the Client that he/she was a person who contacted the Bank through Remote Service Channels to receive information, enter into agreements, send documents, perform transactions and other actions as set forth in the terms and conditions of the Contract.
- 2.3. **Automated teller machine** - an automated device with an NFC function to be used to issue cash to the Client using a Virtual Card within the balance of funds on the Card Account.
- 2.4. **The HUMO Virtual Bank Card (hereinafter referred to as the Virtual Card)** – a bank card in electronic form linked to a Card Account in the national currency of the Republic of Uzbekistan, which is a means of payment containing mandatory bank card details necessary for making payments.
- 2.5. **Refund** – any refund of funds due to the Client's refusal of goods, works and services purchased using the Virtual Card, approved by the Business Entity and carried out by the Business Entity in the prescribed form for crediting the Client's Card Account. Refunds cannot be made in cash.
- 2.6. **Bank statement** – a regular record on transactions made by the Client using the Virtual Card details for a certain period of time. The Client can receive the statement through the Alliance Mobile application, through the Bank's service branches.
- 2.7. **Settlement date** – the date of debiting funds from the Card Account for Transactions performed.
- 2.8. **Transaction date** – the date of the Transaction.
- 2.9. **Remote Banking Services (RBS)** – a set of banking services to be provided to the Client based on the electronic data exchanges to be transmitted (received) remotely using telecommunication systems.
- 2.10. **Offer contract** - an agreement between the Bank and the Client to provide services for opening and servicing the HUMO virtual bank cards.
- 2.11. **Identification** – determination of Customer data by the Bank based on the documents provided by it (when the Customer personally contacts the Bank for any banking services), as well as additionally confirmed information available in open sources and databases for implementation of the Customer Due Diligence.

- 2.12. **Identified user** – a user with unlimited access to the Alliance Mobile Application functionality, who has undergone the identification process and has personal data in the Core Banking System of the Bank (CBS);
- 2.13. **Card account** – a special soum card account in the national currency of the Republic of Uzbekistan to be opened by the Bank to the Client for mutual settlements via a Virtual Card.
- 2.14. **Client** – an individual – a citizen of the Republic of Uzbekistan, a foreign citizen or a stateless person who has the status of an Identified User of the Alliance service, who has accepted the Offer, and is thus the customer of the Bank’s services under the Offer Contract made.
- 2.15. **Contact center** – a division of the Bank, which, following the Authentication of the Client using the Password, provides Clients with information about the status of the Card Account, information about transactions performed, blocks the Virtual Card, advises on the use of the Virtual Card and other Remote Banking services via telephone communication.
- 2.16. **The Alliance Mobile Application** – a software product to be installed on the operating system of a mobile device through which the Client interacts with the Alliance Mobile Banking System.
- 2.17. **The National Payment System** – an operational and payment clearing center for processing bank card transactions within the Republic of Uzbekistan.
- 2.18. **Offer** – a proposal addressed to one or more specific persons, which quite clearly expresses the intention of the person who made the offer to consider itself to have entered into an agreement with the addressee who will accept the offer. In this context, the offer is this Public contract-offer to be concluded between the Bank and the Client through the acceptance of the offer by the Client (hereinafter referred to as the “Contract”).
- 2.19. **PIN code** – a special code for entering the HUMO Pay menu of the Alliance Mobile Application, designed to confirm the Client's eligibility to perform transactions using a Virtual Card, as well as restrict access to information. PIN codes are confidential information, and the Client shall not disclose to anybody in order to ensure the safety of funds on the Virtual Card.
- 2.20. **Card details** – identification number and expiration date of the card.
- 2.21. **The Alliance Mobile Banking System** (hereinafter referred to as the System) – a banking application designed to receive banking services remotely by Clients - individuals using mobile phones and an Internet browser in which the Client is registered.

- 2.22. **Slip** – a check to be processed when paying with a Virtual Card, which is issued by means of the Payment Terminal.
- 2.23. **Tariffs** – Service tariffs for clients of ASIA ALLIANCE BANK JSCB approved by the authorized body of the Bank, including Tariffs on the bank plastic card issuance and service.
- 2.24. **Transaction** – payment for goods, work and services to be made by the Client using the Virtual Card details (identification number, expiration date of the card).
- 2.25. **Payment Terminal** – a device or software to be used to make payments using a Virtual Card for goods, works and services, to receive cash at bank cash desks, as well as to provide inquires to be made by the Client, provided that the Client uses the HUMO Pay service.
- 2.26. **RSE** – a retail and service enterprise that accepts a Virtual card in payment for goods, works and services, located in the Republic of Uzbekistan, which sells goods, works and services using an Internet site or Payment Terminals.
- 2.27. **HUMO Pay** – payment service for payment via NFC using a smartphone.
- 2.28. **NFC (Near field communication)** – a short-range wireless data transmission technology that makes it possible to exchange data between devices located at a distance of 10 centimeters.

3. GENERAL PROVISIONS

- 3.1. The Bank shall open a Card Account, a Virtual Card in real time and place its details in the Alliance Mobile Application following the acceptance of the Offer by the Client.
- 3.2. The Bank shall open a Card account in the national currency of the Republic of Uzbekistan in the name of the Client.
- 3.3. The validity period of the Virtual Card shall be 5 years and calculated until the last day of the month of the year indicated on the front side of the Card image in the Alliance Mobile Application. Upon expiration of the validity period of the Virtual Card, the Client shall contact the Bank to reissue the Card by using the appropriate menu of the Alliance Mobile Application.
- 3.4. The use of Virtual Card details shall not be possible in the following cases:
- the validity period of the Virtual Card has expired;
 - the Virtual Card is blocked at the request of the Client or at the discretion of the Bank in the cases provided for in this Contract;
 - the Virtual Card is blocked due to the incorrect PIN code being entered three times.

- 3.5. The Bank shall charge the Client a commission for issuing/re-issuing a Virtual Card in accordance with the current Tariffs of the Bank.
- 3.6. The Card Account opened by the Bank for the Client to perform transactions using a Virtual Card, account them and conduct mutual settlements, has the following mode:
- 1) The Card Account is kept in the national currency of the Republic of Uzbekistan - UZS;
 - 2) The Card Account is not intended for performing settlement transactions related to business activities;
 - 3) Interest is accrued on the actual balance of funds on the Card Account in the amount established by the Bank's Tariffs;
 - 4) The Client can independently perform debit transactions on the Card Account only by using the Virtual Card details and only during the validity period of the Virtual Card;
 - 5) The Bank debits commission fees from the Card Account without acceptance in accordance with the Tariffs and other payments according to this Contract.
- 3.7. The Client can perform the following types of transactions to be provided by the Bank hereunder:
- 3.7.1. make non-cash payments with Establishments for goods, works and services rendered using the Internet site or Payment Terminals;
 - 3.7.2. receive cash through ATMs and cash departments of the banks;
 - 3.7.3. deposit funds into the Card Account in cash through the Bank's cash department;
 - 3.7.4. credit the Card Account in non-cash form with funds from other accounts in accordance with current legislation;
 - 3.7.5. receive reference information from the bank (receive statement on account operation, etc.).
- 3.8. The Bank shall charge a commission from the Client to perform transactions in accordance with the current Tariffs of the Bank.
- 3.9. The Client shall instruct the Bank to debit the commission from the Card Account without acceptance in accordance with the Tariffs. If the Bank makes changes/additions to the Tariffs and this Contract, the Bank shall notify the Client no later than 10 (ten) calendar days before the date of introduction of such changes/additions, without entering into additional agreement to this Contract, in any of the following ways:
- by posting changes and/or additions to the Tariffs and the Contract on information boards in the Bank's offices;
 - by posting changes and/or additions to the Tariffs and the Contract on the Bank's web page at: www.aab.uz;

- in another way, at the discretion of the Bank.
- 3.10. If the Client has raised no objections within 10 days to changes/additions made by the Bank to the Tariffs and this Contract, these changes/additions shall be considered accepted by the Client. If the Client disagrees with the changes or additions made to the Tariffs and this Contract, the Client shall be entitled, prior to entering into force such changes/additions, to terminate the Contract as set forth herein.
- 3.11. The Card Account shall be serviced according to the debit scheme.
- 3.12. All payments under this Contract shall be made in the national currency of the Republic of Uzbekistan.
- 3.13. The Client shall confirm that it has read and agrees with all provisions of the Contract and Tariffs, including with the procedure for using the Virtual Card.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. **The Client shall have the right to:**
 - 4.1.1. Perform transactions using the Virtual Card details within the limits of funds available on the Card Account.
 - 4.1.2. Give orders to the Bank for the transfer of funds from the Card Account according to the details specified by the Client in the Bank Transfer Request filled out in accordance with the form established by the Bank.
 - 4.1.3. Block the Virtual Card using the appropriate menu of the Alliance Mobile Application in case of unauthorized use.
 - 4.1.4. Change the PIN code at its own discretion using the Alliance Mobile Application.
 - 4.1.5. Terminate the validity of the Virtual Card at any time before expiry by closing it through the appropriate menu of the Alliance Mobile Application or by contacting the Bank with an appropriate request. This Contract shall be deemed terminated following the closure of the Virtual Card by the Client.
 - 4.1.6. Replenish the Card Account in cash through the Bank's cash department or by wire transfer, taking into account the requirements of the law, as well as the terms and conditions of the Contract.
 - 4.1.7. Receive information in writing and verbally about the status of the Card Account, a Card Account statement when contacting the Bank in person with an identity document, as well as by phone, subject to Authentication. In addition, get information about the operation of the Card Account using the relevant menu of the Alliance Mobile application.
- 4.2. **The Bank shall have the right to:**

- 4.2.1. Verify the correctness and completeness of the information specified and provided by the Client to the Bank for identification. Refuse to open/reissue the Virtual Card to the Client in case of discrepancies and false information,
- 4.2.2. Debit the Client's Card Account without acceptance:
- 1) funds equivalent to the amounts of transactions performed using the Virtual Card;
 - 2) funds incorrectly credited to the Card Account;
 - 3) the amount of the Bank's commission in accordance with the Tariffs;
 - 4) documented expenses incurred by the Bank in connection with servicing Virtual Cards;
 - 5) the amounts of losses incurred by the Bank as a result of the Client's violation of the terms and conditions of the Contract or illegal use of the Virtual Card details.
- In this regard, the Client shall grant the right and instruct the Bank to debit the specified amounts without its additional orders.
- Make the appropriate correction without obtaining the written consent of the Client by crediting to the Card Account and/or debiting funds from the Card Account in accordance with the established procedure in case of detection of an erroneous entry on crediting to the Card Account and/or debiting funds from the Card Account.
- 4.2.3. Close the Card Account if the Client does not begin to perform transactions on this account within 3 (three) months after its opening.
- 4.2.4. At any time, including, but not limited to, without prior notice to the Client, suspend (block) or terminate the validity of the Virtual Card and take the necessary measures in the following cases:
- a) the Client violates the terms and conditions of this Contract, the assurances given by it pursuant to the Compliance clause (Schedule No. 1 hereto), the Rules of the payment system, internal bank rules, and current legislation;
 - b) the Client performs illegal transactions or activities that compromise the reputation of the Bank, or cause damage to other persons or the Bank itself;
 - c) if the data provided by the Client is found to be unreliable;
 - d) three attempts of incorrect PIN code. In this case the Bank blocks the Virtual Card;
 - e) in case of suspicion of unlawful use of Virtual Card details, upon detection of Transactions contrary to current legislation, upon receipt of information from the Payment System about possible unauthorized use of Virtual Card details, as well as if there are other grounds that may cause damage to the Bank and/or the Client;
 - f) if the Bank receives requests from government bodies in accordance with current legislation;

- g) in other cases, at the discretion of the Bank.
- 4.2.5. Monitor the compliance of the Client's Card Account transactions with current legislation in cases established by regulatory enactments. For this purpose, the Bank shall be entitled to require from the Client the necessary documents confirming the information in the Requests, necessary to identify the Client and collect information about the Client, and make copies of them. In case of failure to provide specified documents, the Bank shall be entitled to refuse to implement debit transaction on the Card Account.
- 4.2.6. In cases provided for by legislation in the field of anti-money laundering and combating the financing of terrorism, suspend transactions on the Card Account or refuse to perform them.
- 4.2.7. At its sole discretion, change the set of operations, services and functions related to the use of the Virtual Card, make changes and additions to the Tariffs and to this Contract, having notified the Client in advance of such changes and additions in accordance with the procedure provided for in clause 3.8. hereof.
- 4.2.8. Require the Client to pay the Bank all amounts owed, and all expenses related to the violation of this Contract.
- 4.2.9. Set a limit on the Virtual Card transactions.
- 4.2.10. Carry out cash-back projects, promotions and bonus programs, which are implemented in accordance with the decisions of the Bank.
- 4.2.11. Interact with the Client, including through telephone conversations using the phone number available at the Bank, in order to obtain from the Client confirmation of the legality of the Transactions performed by means of the Virtual Card.
- 4.2.12. During the entire term of the Contract, require the Client to present to the Bank the documents necessary for its identification, as well as documents required to examine requests related to the controversial Transactions and make informed decisions on them, and take copies of them.
- 4.2.13. Terminate this Contract unilaterally as set forth in clauses 6.4.- 6.6. hereof.
- 4.2.14. Debit funds from the Card Account and from other card accounts of the Client, including those opened with other banks, without acceptance (without obtaining additional consent of the Client) in case of detection of a negative balance on the Card Account due to technical failures, late clearing settlements by processing centers, etc.
- 4.3. **The Client shall undertake to:**
- 4.3.1. Comply with the legislation, the internal bank rules established thereunder, the rules of Payment systems, the requirements of the Contract and the assurances given by the Client pursuant to the Compliance clause (Schedule No. 1 to this Contract).

- 4.3.2. Provide the Bank, during Identification procedure, with documents and information that are authentic and valid as of the date of presentation.
- 4.3.3. Immediately notify the Bank of all changes relating to the Contract as to changes in the first name, patronymic, last name, residence address (registration), passport data required to identify the Client, as well as changes in telephone numbers. Promptly submit documents confirming the above changes to the Bank.
- Contact the Bank with a written request for the reissue of the Virtual Card in case of a change of surname, first name or patronymic.
- 4.3.4. Perform the debit transactions within the balance of funds on the Card account.
- 4.3.5. Not use the Card Account for business activities.
- 4.3.6. Not require the point of sale to refund the purchase price in cash in case of returning a purchase paid for with a Virtual Card to the point of sale. The specified refund can only be made to the Card Account by wire transfer.
- 4.3.7. Pay/refund in time:
- commissions and other amounts stipulated by the Bank's Tariffs;
 - Transactions amounts performed using the Virtual Card details;
 - amounts mistakenly credited by the Bank to the Card Account;
 - Transaction amounts performed in violation of this Contract, amounts related to the prevention and investigation of the illegal use of Virtual Card details, as well as violation of the terms and conditions of the Contract and compulsory collection of the Client's debt based on actual expenses.
- 4.3.8. Not transfer to third parties the details of the Virtual card, PIN code, one-time verification codes received through SMS notifications when logging into the Mobile application and in other cases, avoid clicking the dubious links on the Internet. Take all measures to prevent the unlawful use of Virtual Card details.
- 4.3.9. Immediately block the Virtual Card by using the appropriate menu of the Alliance Mobile Application or inform the Bank about the cases of illegal use of Virtual Card details to suspend Card Account Transactions. Confirm verbal message with a written statement no later than 2 (two) business days if the communication was made verbally.
- 4.3.10. Not give Mobile devices to third parties for use and ensure the safety of the information contained in the Mobile device.
- 4.3.11. Bear responsibility for all transactions performed using the details of the Virtual Card, including transactions performed by third parties with or without the knowledge of the Client.

- 4.3.12. Notify the Bank in writing about funds not belonging to the Client that were mistakenly credited to the Card Account within 10 (ten) calendar days upon revealing this case, and in such cases ensure that the funds in the Card Account are sufficient for the Bank to debit mistakenly credited funds without acceptance.
- 4.3.13. Not perform transactions using the Card details after its expiration date.
- 4.3.14. Contact the Bank to re-issue a Virtual Card upon expiration of its validity period by using the appropriate menu of the Alliance Mobile Application.
- 4.3.15. Immediately provide the Bank, upon request, with the documents specified in clause 4.2.12. hereof.
- 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 losses of the Bank related to the violation of this Contract by the Client.
- 4.3.17. Perform the debit transactions within the balance of funds on the Card Account, to control the occurrence of excess debt and prevent its occurrence. Repay the debt on demand of the Bank in case of a debt to the Bank due to a negative balance on the Card Account;
- 4.3.18. Notify the Bank in writing about funds not belonging to the Client that were mistakenly credited to the Card Account within 10 (ten) calendar days upon revealing this case, and in such cases ensure that the funds in the Card Account are sufficient for the Bank to debit mistakenly credited funds without acceptance.
- 4.4. **The Bank shall undertake to:**
 - 4.4.1. Open a Card Account and a Virtual Card in the name of the Client in accordance with the terms and conditions of this Contract.
 - 4.4.2. Make timely payments for transactions using the Virtual Card details in accordance with current legislation, banking rules, rules of the Payment system, this Contract and Tariffs.
 - 4.4.3. Execute the Client's orders to transfer funds from the Card Account when submitting a duly completed Bank Transfer Request to the Bank and provided that the balance of funds on the Card Account is sufficient to perform the transfer and pay the Bank's commission.
 - 4.4.4. Introduce the Client to the Bank's Tariffs and notify the Client of changes in Tariffs and terms and condition of the Contract as set forth herein.
 - 4.4.5. Debit the Client'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 for these Transactions.
 - 4.4.6. Credit the Client's Card Account when depositing funds to replenish the Card Account, as well as in the event of a refund of payment using the Virtual Card.

- 4.4.7. Provide, based on the Client's request, a statement of the Card Account as per current Tariffs of the Bank.
- 4.4.8. Immediately block the Virtual Card upon receiving a request from the Client about illegal use of the Virtual Card.
- 4.4.9. Reissue the Virtual Card in case of expiration of its validity and the Client's request to the Bank by using the appropriate menu of the Alliance Mobile Application.
- 4.4.10. Advise the Client on the use of the Virtual Card and payment technology provided for in the Bank's Tariffs.
- 4.4.11. Return to the Client, in case of termination of the Contract. the balance of funds deposited in the Card Account by wire transfer to the Client's Bank account or in cash at the Client's option and then close the Card Account.

5. LIABILITY AND RESPONSIBILITY OF THE PARTIES

- 5.1. The Parties shall be liable for failure to fulfill or improper fulfillment of obligations under the Contract in accordance with the legislation of the Republic of Uzbekistan and the terms and conditions hereof.
- 5.2. The Client shall be responsible for the accuracy of all information to be provided to the Bank.
- 5.3. The Client shall be responsible for the improper fulfillment of its obligations provided for herein.
- 5.4. The Client shall be responsible for all Transactions performed using the details of the Currency Card upon being opened by the Bank.
- 5.5. Damage caused to the Bank due to failure to fulfill or improper fulfillment of the terms and conditions of this Contract by the Client shall be subject to unconditional compensation by the Client.
- 5.6. The Bank shall be responsible for late blocking of the Virtual Card. The Bank shall not be responsible for the consequences of the Client's late notification of the Bank to block the Virtual Card.
- 5.7. The Bank shall be responsible for late crediting of funds to the Card Account, as established by legislation.
- 5.8. The Bank shall be responsible for the safety of funds deposited by the Client on the Card Account, and it shall guarantee their return to the Client in accordance with this Contract and the current legislation of the Republic of Uzbekistan.

- 5.9. The Bank shall be responsible for keeping bank secrecy related to transactions on the Card Account. Information about the Card Account and transactions using the Virtual Card may be disclosed to third parties by the Bank only in cases where such disclosure of information is the responsibility of the Bank in accordance with the current legislation of the Republic of Uzbekistan, or in other cases with the consent of the Client.
- 5.10. The Bank shall not be responsible for the Transactions performing by the Client that contradict the legislation of the Republic of Uzbekistan.
- 5.11. The Bank shall not be responsible for failure to comply with the terms and conditions of this Contract by the Client, as well as in situations beyond the Bank's control.
- 5.12. The Bank shall not be responsible to the Client for the provision of services or their quality when such services are provided by third parties, and their provision is caused to use by the Client who has a Virtual Card. The Bank shall be released from civil liability in the event of technical failures (disconnection/damage to power supply and communication networks, equipment failure, malfunctions of software, power supply, data transmission systems and the Bank's database, communication failures with the processing organization, etc.), resulting in the Bank's failure to comply with the provisions of this Contract.
- 5.13. The Parties shall not be liable for failure to fulfill their obligations under this Contract if such failure to fulfill or partial non-fulfillment is the result of enactments (restrictive measures) adopted by public and regulatory authorities 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 shall immediately notify each other in writing about the onset and end of such circumstances.
- Force majeure circumstances will be considered as such upon confirmation by the authorized bodies.
- 5.14. The Bank shall not be responsible for all transactions related to gambles, bets (wagers) and other high-risk activities, as well as for losses incurred as a result of such transactions.

6. TERM OF THE CONTRACT AND PROCEDURE FOR TERMINATION

- 6.1. This Contract shall be considered concluded upon Acceptance of the offer by the Client and valid for an indefinite period.
- 6.2. The Client may unilaterally terminate this Contract at any time and terminate the validity of the Virtual Card before expiry by closing it through the appropriate menu of the

Alliance Mobile Application or by contacting the Bank with an appropriate request. Upon closing the Virtual Card by the Client and receiving the remaining funds from the Card Account, this Contract shall be considered to be terminated.

6.3. The remaining funds to be recorded in the Card Account, at the request of the Client, shall be refunded in the following order:

- the amount of funds available in the Card Account shall be returned to the Client by wire transfer to another card account opened with the Bank;
- in cash through the Bank's cash department.

The Client shall choose the refunding method of the remaining funds using the appropriate menu of the Alliance Mobile Application.

6.4. The Contract may be terminated by the Bank unilaterally and the Card Account shall be closed in the following cases:

- the Client fails to accept changes and additions made by the Bank to the Tariffs and to this Contract (clause 3.9 hereof);
- the Client violates the terms and conditions of the Contract, the assurances given by it pursuant to the Compliance clause (Schedule No. 1 hereto), the requirements of legislation of the Republic of Uzbekistan;
- upon expiration of the validity period of the Cards and upon subsequent refusal by the Client or the Bank to reissue and not use the Card Account in the future for 3 months, as well as upon early termination of the Card, subject to the settlement of all financial obligations between the parties in accordance with this Contract.

6.5. The Bank's notice of intention to terminate the Contract on the above grounds shall be sent to the Client within 10 calendar days after the occurrence of the circumstances specified in clause 6.4. hereof.

6.6. The remaining funds on the Card Account shall be transferred to the account specified by the Client or given out to the Client in cash through the Bank's cash department.

6.7. Termination of the Contract shall be the grounds for closing the Card Account.

7. DISPUTE SETTLEMENT

7.1. All disputes and disagreements arising out in the performance of this Contract will be resolved to the extent possible through negotiations between the Parties.

7.2. Disputes on which no agreement has been reached shall be resolved in civil court as set forth in the current legislation of the Republic of Uzbekistan.

8. FINAL PROVISIONS

- 8.1. The Client, by entering into this Contract, acknowledges that it is familiar with the Bank's tariffs.
- 8.2. Any notice from the Bank shall be considered to be submitted, and correspondence shall be deemed to be received by the Client on the third business day from the date of sending it to the Client's last location known to the Bank. The date of mailing the notification shall be determined by the postmark.
- 8.3. Issues that are not resolved by the Contract shall be governed by the legislation of the Republic of Uzbekistan.

9. REGISTERED ADDRESS AND DETAILS OF THE BANK

ASIA ALLIANCE BANK JSCB

Address: 2A, Mahtumquli St., Yashnabad district, Tashkent

Bank details:

settlement account 2980200000001095001

MFO: 01095 TIN: 207018693

OKED: 64190 OKPO: 22921172

COMPLIANCE CLAUSE

1. **The objective and definitions.**

- 1.1. The objective of this Compliance clause (hereinafter referred to as the “**Clause**”) is to minimize compliance risks for the parties to the Contract arising out in “Anti-money laundering, countering the financing of terrorism and countering proliferation financing” (hereinafter referred to as “**AML/CFT /CPF**”), “Anti-Bribery and Anti-Corruption Policy” (hereinafter referred to as “**ABACP**”), “Sanctions and Export Control Measures” (hereinafter referred to as “**Sanctions**”).

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

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

Corruption is the illegal use by a person (bank employee) of its status or official position in personal interests or the interests of other persons to obtain financial or non-financial benefits, as well as the illegal representation of such benefits.

Bribery is giving, promising, or authorizing, receiving or soliciting valuables in order to influence the recipient and obtain illegal actions from it, or a situation where the recipient's acceptance of benefits is unlawful.

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

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

Export control means laws or enactments related to the regulation of the import, export, re-export, transfer, release, shipment, delivery or any presentation or receipt of goods, technologies, technical data, software or services, as well as any laws or enactments of a similar nature applicable and enforced by governmental authorities.

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

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 under Sanctions, (c) with whom transactions are prohibited under relevant sanctions or export control measures, or (d) owned or controlled by any such person.

Financial fraud is the commission of illegal actions in money circulation through deception, abuse of trust and other manipulations for the purpose of illegal enrichment.

Client means a party, legal entity or individual specified in the Contract with ASIA ALLIANCE BANK JSCB (hereinafter referred to as the “Bank”) to which these provisions of the Compliance Clause apply.

Affiliated person is an individual or legal entity capable of influencing the Client's activities.

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

2. Legal basis.

- 2.1. Within the framework of this Clause, the Bank shall comply with the Legislation of the Republic of Uzbekistan and adhere to international standards.
- 2.2. Local requirements include the following documents:
 - Criminal Code of the Republic of Uzbekistan.
 - Law “On combating corruption”.
 - Law “On combating money laundering and the financing of terrorism”.

- “Internal control rules for combating money laundering, financing of terrorism and financing the proliferation of weapons of mass destruction in commercial banks” No. 2886 dated May 23, 2017.
- Bank procedures in AML/CFT/CPF, ABACP and Sanctions.

2.3. International standards include the following documents:

- Recommendations¹ of Financial Action Task Force on Money Laundering (FATF).
- ISO 37001:2016 – international standard², containing an international model for building an effective anti–corruption system in an organization.
- Sanctions lists of the UN, OFAC (Office of Foreign Assets Control of the US Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, Great Britain and Northern Ireland) and authorized bodies of other foreign states³ and international organizations, as well as other officially announced lists of sectoral sanctions and/or export controls.
- Requirements of the Bank's correspondent banks in AML/CFT/CPF, ABACP and Sanctions.

3. Client's assurance.

3.1. Upon entering into contractual relations with the Bank, the Client shall assure 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, specifically, the Client:

- does not engage in money laundering or terrorist financing within the framework of contractual relations with the Bank;
- does not participate in financial fraud within the framework of contractual relations with the Bank;
- does not offer or give a bribe to a Bank employee, or take a bribe from a Bank employee;
- does not offer or give a bribe to third parties on behalf of the Bank;
- does not enter into an agreement or perform banking transactions with a party that is on the sanctions lists within the framework of contractual relations with the Bank;

¹ <https://www.fatf-gafi.org/>

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

³ The G7 countries are France, USA, UK, Germany, Japan, Italy and Canada.

- does not enter into an agreement or perform banking transactions with a party whose affiliated person is on the sanctions lists within the framework of contractual relations with the Bank;
- does not enter into agreements or perform banking transactions with third parties for goods and services that are subject to export control;
- does not perform banking transactions through banks that (*including affiliated persons of which*) are on sanctions lists;
- ensures full and transparent submission of documents and information on ongoing transactions, contracts, participants in transactions, goods and services, and flow of funds within the framework of contractual relations with the Bank;
- does not intend to perform any illegal transactions that contradict the Legislation of the Republic of Uzbekistan and international standards;
- indemnifies the Bank from liability to reimburse damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and expenses) resulting from the Client's failure to comply with this Clause.

4. Rights of the Bank.

- 4.1. Failure to comply with the requirements of paragraph 3 of this Clause by the Client, the Bank shall have the right to unilaterally terminate the contractual relationship with the Client.
- 4.2. If there are risks of sanctions or other restrictive measures against the Bank by correspondent banks, the Bank shall have the right to refuse to open an account and perform out banking operations.