

Public Offer Agreement for Issue and Servicing of Bank Cards of Individuals in the National Currency of the Republic of Uzbekistan

This document is an official offer (public offer) of JSCB "ASIA ALLIANCE BANK" (hereinafter referred to as "the Bank") and determines standard terms and conditions and procedure of servicing the Bank's clients - individuals (hereinafter referred to as "the Client"), when providing them with services on issue and servicing of bank cards in the national currency of the Republic of Uzbekistan.

In accordance with part 2 of article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the RUz), in case of acceptance of the following paragraphs of the Public offer, the Customer - a natural person, who accepts this offer, becomes the Customer (in accordance with part 4 of article 370 of the Civil Code of the RUz, acceptance of the offer is equal to conclusion of the agreement on the terms and conditions set forth in the offer), and the Bank and the Customer together are referred to as the Parties to this agreement.

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

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of this Agreement is interaction between the Client and the Bank in rendering banking services on opening an account and issuance, maintenance of bank card(s) (hereinafter referred to as the Card) in the national currency of the Republic of Uzbekistan, on carrying out settlements with the use of the Card issued by the Bank.

1.2. The terms and conditions of the Agreement are defined in standard form and may be accepted by the Client:

- by applying to the Bank with the Application for opening the SSCA and issuance of bank card in national currency (hereinafter referred to as the Application) and submitting the required documents;

- by submitting an electronic application for opening a SSCA and issuing a bank card in national currency and agreeing to the terms of the Public offer at the moment when the Client ticks (agrees) in the field next to the text: "I have read and agree to the terms of the Public offer" in the Alliance Mobile Application.

The Client's performance of the above actions shall mean the Client's accession (acceptance) to this Agreement as a whole.

2. TERMINOLOGY

2.1. **Acceptance of the offer** means full and unconditional acceptance of the offer by the Client by performing the actions specified in paragraph 1.2. of this offer.

2.2. **Authentication** means a procedure for the Customer to confirm that he/she has applied to the Bank via Remote Service Channels to receive information, conclude agreements, send documents, perform transactions and other actions in accordance with the procedure provided for in the terms and conditions of the Agreement.

2.3. **ATM** means an automated device used to dispense cash to the Cardholder on the Card within the balance of funds on the SSCA, and to provide reference information upon presentation of the Card.

2.4. **Refund** means any refund due to the Cardholder's refusal from the goods, works and services purchased with the Card, approved by the Enterprise and carried out by the Enterprise in the prescribed form for crediting the Customer's SSCA. The refund cannot be made in cash.

2.5. **Cardholder** means a Customer in whose name the Bank has issued a Card or another natural person in whose name the Bank has issued an Additional Card at the Customer's order.

2.6. **Identification** means determination by the Bank of data about the Customer on the basis of documents submitted by the Customer (when the Customer personally applies to the Bank for any banking services), as well as additionally confirmed information available in public sources and databases for the purpose of proper verification of the Customer.

2.7. **Card** means the **main** bank Card issued by the Bank in the name of the Customer, **Additional** bank Card issued to the Card account in the name of the Customer or an individual specified by the Customer in the application. The Card is the property of the Bank and is issued for the term indicated on the front side of the Card.

2.8. **Client** means a natural person - a citizen of the Republic of Uzbekistan, a foreign citizen or a stateless person who has accepted the offer and is thus a customer of the Bank's services under the concluded offer agreement.

2.9. **Alliance Mobile Application** is a software product installed on the operating system of a mobile device, with the help of which the Client interacts with the Mobile Banking - Alliance System.

2.10. **SSCA** means a special soum card account in the national currency of the Republic of Uzbekistan, opened by the Bank to the Client for mutual settlements by means of the Card.

2.11. **Offer** means an offer addressed to one or several specific persons, which is sufficiently definite and expresses the intention of the person making the offer to consider himself/herself as having concluded a contract with the addressee by whom the offer will be accepted. In this case, the offer is this Public Offer Agreement, which is concluded between the Bank and the Customer by means of acceptance of the offer by the Customer (hereinafter referred to as the "Agreement").

2.12. **PIN-codes** means special codes designed to confirm the eligibility of the Cardholder to make transactions with the Card, as well as to restrict access to information. PIN-codes are confidential information and in order to ensure the safety of funds on the Card must be kept secret by the Cardholder.

2.13. **Enterprise** means any legal entity or individual entrepreneur, accepting Cards as a means of mutual settlements with the Cardholder for goods, works and services on the territory of the Republic of Uzbekistan.

2.14. **Card details** means card number and expiration date.

2.15. **Terminal** means a device or software used for payments by Card for goods, works and services, cash withdrawals at bank cash desks, as well as for the provision of reference information upon presentation by the Cardholder.

3. GENERAL PROVISIONS

3.1. Based on this Agreement and the Customer's application/application for issuing the Card, the Bank shall, within 3 (three) business days, open the SSCA for the Customer, issue the Card and transfer/deliver it to the Customer/Cardholder. Upon receipt of the Card, the Customer/Cardholder shall present the original identity document and change the PIN code.

3.2. In case of issuing a Card to the Customer within the framework of a payroll project, the Bank shall, within the term agreed upon with the Organization, open a SSCA for the Customer, issue the Card and hand it over to the representative of the Organization (proxy). Proxy is natural persons appointed and authorized by the Organization (on the basis of a power of attorney), who interact with the Bank on issues of card issuance and maintenance.

3.3. The Bank shall charge the Customer a commission fee for issuance/reissuance of the Card according to the Bank's effective Tariffs.

3.4. The Bank issues the Card for the term indicated on the front side of the Card. Within 10 (ten) calendar days before the expiration date of the Card, the Customer shall apply to the Bank for reissuing the Card.

3.5. The SSCA opened by the Bank for the Cardholder's transactions with the use of the Card, their accounting and mutual settlements shall have the following mode:

1) SSCA is maintained in the national currency of the Republic of Uzbekistan - soum;

2) The SSCA is not intended for settlement transactions related to business activities;

3) interest shall be accrued on the actual balance of funds on the SSCA in the amount established by the Bank's Tariffs;

4) The Cardholder can independently make expenditure transactions on the SSCA only through the use of the Card and only during the validity period of the Card;

5) The Bank shall write off commission fees in accordance with the Tariffs and other payments under this Agreement from SSCA without acceptance.

3.6. The Cardholder may perform the following types of transactions provided by the Bank under this Agreement:

3.6.1. non-cash settlements with the Enterprises for goods, works and services rendered;

3.6.2. receiving cash through ATMs and bank cash desks;

3.6.3. cash deposit to the SSCA through the Bank's cash desks;

3.6.4. non-cash transfer of funds from other accounts to the SSCA in accordance with the current legislation;

3.6.5. obtaining reference information on transactions performed through the use of ATMs, infokiosks, etc. Only the Customer is entitled to receive reference information at the Bank (obtaining information on account operation, etc.);

3.6.6. payments on the Internet, etc.

3.7. The Bank shall charge the Customer a commission fee for transactions in accordance with the current Bank's Tariffs. The Customer instructs the Bank to debit the commission fee from the SSCA without acceptance in accordance with the Bank's Pricelist.

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

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

- by posting amendments and/or additions to the Tariffs and the Agreement on the Bank's web page at www.aab.uz;

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

3.9. If the Customer fails to object to the amendments/additions to the Tariffs and this Agreement made by the Bank within 10 days, such amendments/additions shall be deemed accepted by the Customer. In case the Customer does not agree with the amendments or additions made to the Tariffs and this Agreement, the Customer may terminate the Agreement before such amendments/additions come into force in accordance with the procedure provided by this Agreement.

3.10. The SSCA is serviced on a debit basis.

3.11. All settlements under this Agreement shall be made in the national currency of the Republic of Uzbekistan.

3.12. The Customer confirms that he/she is familiarized and agrees with all provisions of the Agreement and the Tariffs, with the procedure for using the Card. The Customer undertakes to familiarize the Additional Card Holder with the procedure of its use, the procedure of transactions and the Tariffs.

3.13. The validity period of the Supplementary Card shall be terminated:

- upon expiration of the validity period of the Additional Card;
- in the event of SSCA closure.

3.14. All transactions on the Additional Card and mutual settlements with the Bank shall be accounted for by the SSCA.

3.15. All transactions made on the Additional Card under the Agreement shall be deemed to have been made on behalf of the Client. The Client is responsible for the transaction made by the Additional Card Holder.

4. BANK'S DUTIES AND RIGHTS

4.1. The Bank undertakes:

4.1.1. within 3 (three) working days after the Customer submits to the Applications for issuance of the Card, to open SSCA to the Client, issue the Card in the name of the Holder, activate it in accordance with the established procedure and hand it over to the Client/Holder;

4.1.2. when issuing the Card, to familiarize the Customer with the procedure for using the Card and the Bank's Tariffs;

4.1.3. to make timely settlements on transactions with the use of the Card in accordance with the current legislation, banking regulations, Payment system rules, this Agreement and the Tariffs;

4.1.4. to execute the Customer's/Cardholder's orders to transfer funds from the SSCA upon submission of a duly completed Transfer Application to the Bank and provided that the balance of funds on the SSCA is sufficient to execute the transfer and pay the Bank's commission fee;

4.1.5. to debit the Client's SSCA for the amounts of all transactions made by the Cardholder, reducing the balance of funds on the SSCA, as well as for the amounts of commission to the Bank for the fulfillment by the Holder of the specified transactions;

4.1.6. to credit the Customer's SSCA by the amounts of all transactions increasing the balance of funds on the SSCA;

4.1.7. to provide, upon the Client's request, a statement of cash flow on SSCA and to investigate the Client's claims;

4.1.8. to notify the Customer about changes in the Tariffs and terms and conditions of this Agreement in accordance with the procedure stipulated in clause 3.8 of this Agreement;

4.1.9. upon receipt of a statement from the Cardholder about the loss, theft or illegal use of the Card – to immediately block the Card;

4.1.10. to re-issue the Card within 10 (ten) banking days from the date of submission by the Customer to the Bank of a written application for re-issue of the lost or stolen Card;

4.1.11. to provide the Customer with consultations on the use of the Card and settlement technology;

4.1.12. in case of termination of this Agreement, after settlement of financial obligations between the Parties, to return to the Client the balance of funds placed on the SSCA and then close the SSCA.

4.2. The Bank shall have the right:

4.2.1. to verify the accuracy and completeness of the information given and submitted by the Client to the Bank;

- 4.2.2. to debit the Customer's SSCA without acceptance:
- 1) cash equivalent to the amounts of transactions made with the Card;
 - 2) funds erroneously credited to SSCA;
 - 3) amounts of the Bank's commission fee in accordance with the Tariffs;
 - 4) documented expenses incurred by the Bank in connection with servicing of bank cards;
- 4.2.3. to destroy the Card not claimed by the Customer/Cardholder within 3 (three) months after its issuance by the Bank;
- 4.2.4. At any time, including, but not limited to, in the case of:
- a) violation by the Cardholder of the terms and conditions of this Agreement, the assurances given by him according to the Compliance clause (Appendix No. 1 to this Agreement), Payment system rules, intrabank rules, current legislation;
 - b) realization by the Holder of illegal operations or actions jeopardizing reputation of the Bank, or causing damage to other persons or the Bank itself;
 - c) in case of detection of unreliability of the data provided by the Client;
 - d) in other cases, at the discretion of the Bank, the Bank may suspend or terminate the validity of the Card and take all necessary measures for this purpose;
- 4.2.5. in cases established by regulatory acts to control the compliance of the Cardholder's transactions on the SSCA with the current legislation. For this purpose, the Bank has the right to demand from the Client the necessary documents confirming the information in the Applications, necessary for identification of the Cardholder and collection of information about the Cardholder, and take copies of them. In case of failure to provide the specified documents, the Bank is entitled to refuse to carry out a debit transaction on SSCA;
- 4.2.6. in cases stipulated by the anti-money laundering and anti-terrorism financing legislation suspend or refuse to carry out transactions on SLCS;
- 4.2.7. at its own discretion to change the set of operations, services and functions related to the use of the Card, to make changes and additions to the Tariffs and this Agreement, having previously notified the Customer of such changes and additions in accordance with the procedure stipulated in clause 3.8 of this Agreement; to change the set of operations, services and functions related to the use of the Card, to make changes and additions to the Tariffs and this Agreement;
- 4.2.8. to demand from the Customer to pay to the Bank all amounts owed and all expenses related to the breach of this Agreement.
- 4.2.9. to write off funds from the SSCA and from accounts of other Customer's Cards, including those opened with other banks, without acceptance (without obtaining additional consent of the Customer) in case of negative balance on the SSCA, including due to technical failures or untimely mutual clearing settlements on the part of the processing centers.

5. CUSTOMER RESPONSIBILITIES AND RIGHTS

5.1. The Customer undertakes:

- 5.1.1. to comply with the legislation, intrabank rules established in accordance with it, Payment system rules, requirements of the present Agreement and the assurances given to them in accordance with the Compliance clause (Annex No. 1 to this Contract);
- 5.1.2. to submit the following documents to the Bank in order to open the SSCA and issue the Card:
- application for issuance of the Card in the form prescribed by the Bank;
 - original identity document;
 - the original of the passport or other identity document of the Additional cardholder.

The Customer warrants that all information provided by the Customer to the Bank in connection with the conclusion of the Agreement is true, complete and accurate;

5.1.3. to inform the Bank of any changes in the surname, name, patronymic, place of residence, passport data/data of other identity document, contact telephone number, as well as other information provided by the Bank upon conclusion of this Agreement within ten working days from the date of such changes. Upon change of passport data/data of another identity document, submit a new identity document to the Bank (in case of change of surname, name or patronymic, additionally submit a document certifying the change of such data). All risks resulting from failure to submit or untimely submission of information specified in this clause shall be borne by the Customer;

5.1.4. to ensure the safety of the received Card, take all measures to prevent damage, loss of the Card or its unauthorized use. Upon termination of the validity of the Card or termination or cancellation of this Agreement, hand over the Card to the Bank;

5.1.5. to carry out debit transactions within the balance of funds on the SSCA, to control the emergence of over-limit debts and prevent their occurrence. In case of arising of indebtedness to the Bank due to negative balance on the SSCA, repay the debt at the first request of the Bank;

5.1.6. to notify the Bank in writing about the funds not belonging to the Customer erroneously credited to the SSCA within 10 (ten) calendar days from the moment of detection of this fact, and to ensure in such cases the sufficiency of funds on the SSCA for the Bank's acceptance-free debiting of the erroneously credited funds;

5.1.7. not to use the SSCA for entrepreneurial activities;

5.1.8. in case of returning the purchase paid for by the Card to the point of sale, not to request the point of sale to refund the purchase price in cash. The said refund can only be made to the SSCA by cashless payment;

5.1.9. to pay commissions to the Bank in accordance with the effective Tariffs;

5.1.10. to reimburse the Bank for the documented expenses for prevention of illegal use of the Card in the amount of the expenses actually incurred by the Bank, as well as the Bank's losses related to the Customer's breach of this Agreement;

5.1.11. at the first request of the Bank, to present the Card to the Bank;

5.1.12. in cases of loss, theft and (or) illegal use of the Card to suspend transactions on the Account (blocking of the Card), to notify the Bank in writing. An Additional Card or a written notice of the loss of the Additional Card may also be accepted from the Holder of the Additional Card. If the Card previously reported as lost is found, to immediately inform the Bank and to surrender the Card;

5.1.13. in case of termination of this Agreement, to close the account with the Bank, to receive the balance of funds (if there is a balance on the SSCA) by submitting a relevant application;

5.1.14. to apply to the Bank with an Application for the Card reissuance 10 (ten) calendar days prior to the expiration date of the Card;

5.1.15. to immediately provide the Bank with the necessary documents upon its request;

5.1.16. to familiarize the Additional Card Holder with the requirements of the current legislation, this Agreement and Tariffs; with the order of using the card

5.1.17. when submitting a claim to the Bank regarding a disputed transaction, to provide a slip of the terminal for the disputed transaction;

5.1.18. not to transfer to third parties card details, PIN code, one-time verification codes received via SMS-notifications when logging into mobile applications and in other cases;

5.1.19. do not click on dubious links on the Internet.

5.2. The client has the right:

5.2.1. to make transactions with the Card within the limits available on Cash SSCA;

5.2.2. to receive information in writing and orally on the Card Account status, statement on SSCA at personal visit to the Bank with the document certifying his/her identity, as well as by phone, provided that Authentication is passed. Also receive information on the operation of the SSCA using the corresponding menu of the Alliance Mobile Application.

5.2.3. to receive information (statement) on the SSCA. To request duplicate statements for any period required by the Customer, as well as other documents confirming the legality of the Bank's debiting of funds from the SSCA. In this case, the Customer must personally apply to the Bank and present the original identity document;

5.2.4. to apply to the Bank with a written application for issuance of an Additional Card;

5.2.5. to apply to the Bank by submitting a relevant Application to the Bank for issuance of anew Card in case of its loss (theft) or expiry;

5.2.6. to give orders to the Bank to transfer funds from the SSCA to the details specified bythe Customer in the Application for Transfer filled out in the form established by the Bank;

5.2.7. in case of loss, theft or misuse of the Card, to immediately apply to the Bank with awritten application for blocking the Card;

5.2.8. to change PIN codes at their own discretion using the Bank's equipment (terminals orATMs);

5.2.9. to close the SSCA at any time by submitting the relevant Application to theBunk.

6. LIABILITY OF THE PARTIES

6.1. The Parties shall be liable for non-performance or improper fulfillment of its obligations in accordance with the current legislation of the Republic of Uzbekistan and the terms of this Agreement.

6.2. The Client shall be responsible for all transactions performed by him or his authorized person, as well as by the Additional Cardholders. Damage caused to the Bank as a result of non-fulfillment or improper fulfillment by the Cardholder of the terms and conditions of this Agreement shall be unconditionally compensated by the Client.

6.3. The Customer shall be liable for the consequences of untimely notification of the Bank about blocking the lost Card.

6.4. The Bank shall be responsible for safety of funds placed by the Client on the SSCA and guarantees their return to the Client in accordance with this Agreement and the current legislation of the Republic of Uzbekistan. The Bank shall be responsible for keeping bank secrecy about transactions on the SSCA. The Bank may disclose information about the SSCA and transactions with the use of the Card to third parties only in cases when such disclosure of information is the Bank's obligation under the current legislation of the Republic of Uzbekistan, or in other cases with the consent of the Customer.

6.5. The Bank shall bear responsibility established by the legislation for untimely crediting of funds to the SSCA.

6.6. The Bank is not liable to the Client for the provision of services or their quality, when such services are provided by third parties, and their provision is conditioned by the Cardholder's possession of a card. The Bank shall be released from property liability in the following cases

in case of technical failures (disconnection/damage of power supply and communication networks, failure of equipment, failure of software, power supply, data transmission systems and the Bank's database, failure of communication with the processing organization, etc.) resulting in non-fulfillment of the provisions of this Agreement by the Bank.

6.7. The Bank shall not be liable for the consequences of the Customer's untimely notification of the Bank about blocking the lost Card.

6.8. The Parties shall be released from liability for non-fulfillment or improper fulfillment of obligations assumed under this Agreement, if it was impossible due to force majeure circumstances. Such circumstances include, but are not limited to: hostilities, riots, epidemics, fires, natural disasters, acts and (or) actions of state authorities, Payment systems, which directly affected the fulfillment of obligations under this Agreement. The Parties shall be obliged to immediately notify in writing about the beginning and the end of such force majeure circumstances. Force majeure circumstances shall be considered force majeure when confirmed in accordance with the established procedure by the authorized bodies.

7. TERM OF VALIDITY OF THE AGREEMENT, PROCEDURE FOR ITS TERMINATION

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

7.2. The Agreement may be terminated based on Customer's written Application to terminate this Agreement and close the Account, provided that:

- The Customer has fulfilled all obligations to the Bank under this Agreement;
- The Customer has no debts to the Bank.

7.3. This Agreement shall be terminated in the following cases:

- in case of the Customer's refusal from the Bank's amendments and additions to the Tariffs and this Agreement (clauses 3.8, 3.9 of this Agreement);
- breach by the Client of the terms and conditions of the Agreement, the assurances given by the Client according to the Compliance clause (Appendix No. 1 to this Agreement), requirements of the legislation of the RUz;
- in case the Bank destroys an unclaimed Card;
- upon expiry of the validity term of the Cards and upon subsequent refusal of the Customer or the Bank to re-issue, or upon early termination of the validity of the Card, provided that all financial obligations between the parties are settled in accordance with this Agreement.

7.4. Termination of this Agreement shall be the basis for closing the Client's account.

8. DISPUTE RESOLUTION

8.1. All disputes and disagreements arising in the execution of this Agreement shall be settled by negotiations between the Parties, if possible.

8.2. Disputes on which no agreement has been reached shall be resolved in a civil court in accordance with the procedure provided for by the current legislation of the Republic of Uzbekistan.

9. LEGAL ADDRESS AND BANK DETAILS

ASIA ALLIANCE BANK

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

Bank details: p/c

2980200000001095001

MFOS: 01095 INN:207018693

OKED: 64190 OKPO:22921172

COMPLIANCE CLAUSE

1. Purpose and Definitions.

1.1. The purpose 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 "Anti-money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction" (hereinafter referred to as the "**AML/CFT/FROMU**"), "Anti-bribery and corruption" (hereinafter referred to as the "**ABC**"), "Sanctions and export control measures" (hereinafter referred to as the "**Sanctions**").

Money laundering means giving a lawful appearance to the possession, use or disposal of money or other property obtained as a result of committing a crime.

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

Corruption means illegal use by a person (bank employees) of his/her position or official position in personal interests or interests of other persons for obtaining material or non-material benefit, as well as illegal presentation of such benefit.

Bribery is the giving, promising or authorizing, receiving or transferring of value with the intent to influence the recipient and to obtain improper action from him or her, or situations where the recipient's acceptance of the benefit is improper.

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

The 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 legal acts related to the regulation of import, export, re-export, transfer, release, shipment, transfer or any representation or receipt

of goods, technology, technical data, software or services, and any laws or regulations of a similar nature applicable to and enacted by governmental authorities.

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

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

Financial fraud means committing unlawful actions in the sphere of money circulation by means of deceit, abuse of trust and other manipulations for the purpose of unlawful enrichment.

Customer means the party, legal or private person defined in the Agreement with JSCB "ASIA ALLIANCE BANK" (hereinafter referred to as "the Bank") to which these Compliance Regulations apply.

Affiliate - an individual or legal entity that can influence the activities of the client.

Correspondent Bank means a bank that has business relations with JSCB "ASIA ALLIANCE BANK" and performs payments, settlements and other operations on behalf of the Bank on the basis of correspondent agreement.

2. Legal Basis.

2.1. Within the framework of this Reservation, the Bank complies with the Legislation of the Republic of Uzbekistan and adheres to international standards.

2.2. Local requirements include the following documents:

- Criminal Code of the Republic of Uzbekistan.
- Law "On Combating Corruption".
- Law "On Combating the Legalization of Proceeds of Crime and the Financing of Terrorism".
- "Internal Control Rules for Combating the Legalization of Proceeds of Crime, Terrorism Financing and

Financing the proliferation of weapons of mass destruction in commercial banks"
No. 2886 dated 23.05.2017.

- The Bank's procedures in the areas of AML/CFT/FSRMU, PCC and Sanctions.

2.3. International Standards include the following documents:

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

3. Client Assurance.

3.1. The Customer, upon entering into a contractual relationship with the Bank, assures the Bank that he/she will comply with the Legislative Documents referred to in clause 2.2. and the international standards referred to in clause 2.3. of this clause, in particular the Customer:

- does not carry out money laundering and terrorism financing within the framework of contractual relations with the Bank;
- is not involved in financial fraud within the framework of contractual relations with the Bank;
- does not offer, does not provide a bribe to an employee of the Bank, does not take a bribe from an employee of the Bank;
- does not offer or provide bribes to third parties on behalf of the Bank;
- does not enter into agreements or perform banking transactions with a party that is on the sanctions list within the framework of contractual relations with the Bank;

¹ <https://www.fatf-gafi.org/>

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

³ The G7 countries are France, the United States, the United Kingdom, Germany, Japan, Italy and Canada.

- does not enter into agreements or perform banking transactions with a party whose affiliate is on the sanctions list within the framework of contractual relations with the Bank;
- does not enter into agreements or bank transactions with third parties for goods and services subject to export control;
- does not conduct banking transactions through banks that (*including their affiliates*) are on the sanctions lists;
- ensures full and transparent provision of documents and information on transactions, contracts, parties to transactions, goods and services, and movements of funds within the framework of contractual relations with the Bank;
- does not intend to carry out any unlawful operations contrary to the Legislation of the Republic of Uzbekistan and international standards;
- releases the Bank from liability to indemnify the Bank for damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and expenses) arising from the Customer's failure to comply with this Disclaimer.

4. Rights of the Bank.

- 4.1. If the Customer violates the requirements of clause 3 of this clause, the Bank shall be entitled to unilaterally terminate the contractual relations with the Customer.
- 4.2. If there are risks of sanctions or other restrictive measures applied to the Bank by correspondent banks, the Bank shall be entitled to refuse to open an account and perform banking operations.