

**Public Offer Agreement**  
**for Issuance and Servicing of Corporate Bank Cards and Bank Cards of Individual**  
**Entrepreneurs in the National Currency of the Republic of Uzbekistan**

This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) and defines the standard conditions and procedure for servicing the Bank's clients - legal entities and individual entrepreneurs (hereinafter referred to as the Client), when providing them with issuance and servicing corporate bank cards and bank cards of individual entrepreneurs 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 (CC of the Republic of Uzbekistan), if the paragraphs of the public offer set out below are accepted, appeals to the bank made with Applications to open a Card account and issue a corporate card/individual entrepreneur card in the national currency (hereinafter referred to as the Application) and providing the necessary documents, a Client is a legal entity/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 the offer is tantamount to concluding an agreement on the terms set out in the offer), and the Bank and the Client jointly are referred to as the Parties to this Agreement.

In connection with the above, carefully read the text of this public offer and read and acknowledge 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 OFFER AGREEMENT**

1.1. The Bank provides services for issuing and servicing corporate bank cards in the national currency of the Republic of Uzbekistan to legal entities/individual entrepreneurs for making non-cash payments using cards at the trade and service enterprises to pay expenses stipulated by the legislative acts of the Republic of Uzbekistan.

1.2. The terms of the Agreement are defined in a standard form and can be accepted by the Client by concluding agreement between them when submitting the Application. Submission of the Application and provision of the necessary documents means the Client's accession to this Agreement as a whole.

**2. DEFINITIONS**

The terms used in the Agreement will have the following meaning:

**Card** (corporate bank card / bank card of an individual entrepreneur) - a payment card with "ASIA ALLIANCE BANK" JSCB logo, issued by the Bank to the Client, giving the right to the Holder of a corporate card/ individual entrepreneur card to dispose of funds accounted for on the card account for purchasing goods, works or services with payment by bank transfer.

**Cards** – all Cards issued under this Agreement. A separate Account is opened for each card.

**Card account, account** – a bank account opened in the name of a Client, management of funds of which can be carried out using the Card.

**Card holder** – individual/individual entrepreneur, to the name of which the Bank issued the Card.

The Cardholder is an individual who is not the Account owner.

The Client bears all responsibility for transactions of the Legal Entity Account made by the Cardholder. The Client can authorize as a Cardholder only an employee of this legal entity who has entered into an agreement with him on full financial liability.

An individual entrepreneur's card can only be opened in his name.

**Operation** – any transaction subject to reflection on the Account made using the Card.

Holders of corporate cards can make non-cash payments using corporate bank cards in the national currency at trade and service enterprises to pay expenses stipulated by the Regulation on composition of costs for production and sale of products (works, services) and on the procedure for generating financial results”, approved by the resolution Cabinet of Ministers of the Republic of Uzbekistan February 5, 1999 N 54.

Individual entrepreneur card holders can make non-cash payments using bank cards in the national currency at the trade and service enterprises to pay expenses provided for by the Regulations on the procedure for use of bank cards in the national currency by individual entrepreneurs, approved by the Resolution of the Board of the Central Bank of July 19, 2008, registered by the Ministry of Justice on September 4 .2008 No.1850.

**Trade and service enterprise** – a legal entity (or individual entrepreneur) selling products, performing work or providing services.

**PIN number** – personal identification number provided by the Bank to the Client (Cardholder). The PIN code is used by the Cardholder when performing Transactions and is intended to confirm the competence of the Cardholder to carry out transactions using the Card, as well as limit access to the information. The PIN code is confidential information and must be kept secret by the Client (Cardholder).

**Tariffs** – Tariffs for issuance and servicing of corporate cards/individual entrepreneur cards in the national currency of the Republic of Uzbekistan approved by the authorized body of the Bank.

### 3. GENERAL PROVISIONS

3.1. To carry out settlements using Cards, the Bank opens a Card account for the Client in the national currency of the Republic of Uzbekistan to reflect Card Transactions.

3.2. To accede to this Agreement (for acceptance), the Client, who has a demand deposit account with the Bank, submits to the Bank an Application for issuing a Card and an application for opening a Card account, according to the forms established by the Bank, and a photocopy of the Cardholder's passport.

3.3. Based on the Client's written Application, upon receipt of the necessary documents from the Client, the Bank issues the Card within 7 (seven) banking days.

The Bank issues the Card to the Cardholder personally upon presentation of the original document proving the identity of the Cardholder, or an employee of the Client authorized on the basis of a power of attorney.

The Card is the property of the Bank, it is issued for temporary use for a period of 3 (three) years and is subject to return upon expiration of its validity period, upon replacement or at the request of the Bank, as well as in other cases established by the Agreement.

3.4. For issuing and servicing the Card, the Client pays a commission in accordance with the current Tariffs. Moreover, in the event of early termination of the Card, commissions received by the Bank for servicing the Card and for carrying out Transactions are not returned.

The fee for issuing the Card is paid by the Client within 3 (three) business days after submitting an application for opening an account and issuing a card.

Fees for replenishing the Card account and for re-issuing the Card, penalty for loss or damage to the Cards are debited from the Client's account without acceptance simultaneously with replenishment of the Card Account.

3.5. Responsibility for Transactions performed by each Cardholder lies with the Client. The Client confirms and guarantees that he/she is familiar with the legislation of the Republic of Uzbekistan and undertakes to ensure its compliance when performing transactions using Cards. The client is responsible for violating the legislation of the Republic of Uzbekistan.

#### **4. CLIENT'S ACCOUNT MODE**

4.1. In order for the Client to carry out Transactions, record them and carry out mutual settlements, the Bank opens a Card Account in the Client's name with the following mode:

4.1.1. The Account is maintained in the national currency of the Republic of Uzbekistan.

Replenishment of the Account is allowed only by non-cash payment, only from the main deposit account upon request of the Client.

4.1.2. The Cardholder can make debit Transactions on the Account only by using the Card within the balance and only during the validity period of the Card.

4.1.3. Crediting of non-cash funds received to the Client's Card Account from the main deposit account on demand of the Client at the Bank is carried out no later than three days following the day of the corresponding payment document is received by the bank.

4.1.4. Depositing funds to the Client's Account by third parties is not permitted.

4.1.5. It is not allowed to credit wages and equivalent payments, pensions, benefits, scholarships and dividends payable to the Holder to a corporate bank card. Cash withdrawals are also not permitted.

4.1.6. Funds debited from the Client's Account for transactions are considered issued by the Client for reporting to the Holder.

4.1.7. Return of unspent funds from the card account to the main demand deposit account is carried out by payment order.

4.1.8. No interest is accrued on the balance of funds on the Card Account.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **5.1. The Bank undertakes to:**

- 5.1.1. open a Card account for the Client, subject to the Client providing all the necessary documents specified in clause 3.2. of the present Agreement;
- 5.1.2. ensure issuance and banking services of the Card(s) in order and on the terms of this Agreement, Tariffs and Rules of the payment system;
- 5.1.3. credit funds to the Account no later than the day following the day the Bank receives confirming payment documents;
- 5.1.4. debit the Client's Account for all amounts used by a Card Holder;
- 5.1.5. issue an account statement upon written request from the Client;
- 5.1.6. credit the Client's Account in the event of a refund on the Card;
- 5.1.7. notify the Client about changes in Tariffs in the manner prescribed by this Agreement;
- 5.1.8. upon receipt of a written message from the Client (Cardholder) about the loss, theft or illegal use of the Card, immediately block the Card;
- 5.1.9. in case of termination of the Agreement, return the remaining funds to the Client, placed on the Account, by cashless transfer to the main deposit account upon the Client's demand, and then close the Account.
- 5.1.10. keep bank secrecy on the transactions related to use of Cards.

## **5.2. The Bank is entitled to:**

- 5.2.1. check accuracy and completeness of the information specified by the Client in the documents submitted to the Bank for the purpose of receiving the Card;
- 5.2.2. write off from the Account without acceptance any funds erroneously credited by the Bank to the Client's Account;
- 5.2.3. destroy the Card that is not claimed by the Client (Cardholder) within 3 (three) months after its issue by the Bank;
- 5.2.4. without concluding an additional agreement, make changes to the Tariffs, having previously notified the Client of such changes in accordance with clause 7.4. of the Agreement;
- 5.2.5. during the entire term of the Agreement, require the Client to present to the Bank the documents necessary to identify the Client and Cardholder, make copies of them, require the Client to provide documents on settlement transactions carried out using Cards in order to control the compliance of the transactions with the current legislation of the Republic of Uzbekistan;
- 5.2.6. write off from the Account without acceptance the commission for re-issuing the Card, fines provided for in the current Tariffs, as well as funds in the amount equivalent to the amounts of transactions performed on the Card that are billed for payment by banks and organizations through the Payment System;
- 5.2.7. Suspend (block) the validity of the Card issued under this Agreement in the following cases:
  - receiving a written message from the Client or Holder about the loss of the Card;
  - receiving a written message from the Client about blocking the Holder's Card;
  - dismissal of the Cardholder;
  - non-fulfillment or improper fulfillment by the Client of obligations under this Agreement, violation of assurances given by him in accordance with the Compliance clause (Appendix No.1 to this Agreement);
  - termination of this Agreement.
- 5.2.8. make changes and additions to this Agreement and the Tariffs, having previously notified the Client of such changes in accordance with clause 7.3. of this Agreement;
- 5.2.9. in case of violation by the Client of the terms of this Agreement (non-fulfillment or improper fulfillment of obligations under the Agreement), the Bank, immediately after occurrence/detection of these circumstances, suspends or terminates the Card and takes the necessary measures for this without prior notification to the Client.

### **5.3. The Client undertakes to:**

- 5.3.1. provide the Bank with the documents specified in clause 3.2 of this Agreement to issue Cards and open an Account;
- 5.3.2. promptly credit the Account with the funds necessary for payment transactions made using Cards. Pay for the Bank's Card servicing operations in accordance with the Tariffs;
- 5.3.3. fulfill the requirements of this Agreement and assurances given by it in accordance with the Compliance clause (Appendix No.1 to this Agreement), as well as familiarize Cardholders with the Agreement and ensure compliance with the terms of the Agreement by all Cardholders;
- 5.3.4. use the Card in accordance with the terms of this Agreement and the current legislation of the Republic of Uzbekistan;
- 5.3.5. exercise control over the intended use by Cardholders of funds on the Account;
- 5.3.6. report changes in the details, all changes in the documents provided for concluding this Agreement, changes in first name, patronymic, last name, residential address, passport data necessary to identify the Cardholder, no later than 5 (five) calendar days after such changes, and provide the Bank with the documents confirming the above changes;
- 5.3.7. upon dismissal of the Cardholder or revocation of authority to manage the Account of the Cardholder, notify the Bank in writing, withdraw the Card from the Cardholder and hand it over to the Bank within 5 (five) business days from the date of notification;
- 5.3.8. not to transfer the Card or disclose the PIN code to third parties. After the Card expires, return it to the Bank;
- 5.3.9. take all measures to prevent the loss of the Card or its misuse;
- 5.3.10. bear responsibility for all Transactions performed using Cards (including Transactions performed by third parties, as well as Transactions that, in accordance with the rules of the payment system, can be carried out without authorization);
- 5.3.11. use the Card for payments only within the limits of the balance of funds on the Account. If, due to a software failure in the system, a negative balance is formed on the Client's Account, repay the debt amount within one banking day;
- 5.3.12. in cases of loss, theft and/or illegal use of the Card to suspend transactions on the Account (block the Card), immediately notify the Bank by submitting a written application;
- 5.3.13. return the Card(s) to the Bank within 5 (five) calendar days after the expiration of its validity period, and/or receipt of a new (reissued) Card, and/or receipt of a written request from the Bank to return the Card (except for cases of loss);
- 5.3.14. reimburse the Bank for actual expenses incurred to prevent illegal use of Cards;
- 5.3.15. in case of returning a purchase paid for with the Card to the outlet, not to require the outlet to return the purchase price in cash. The said reimbursement can only be made to the Account by bank transfer;
- 5.3.16. to re-issue the Card, submit an Application to the Bank in the form established by the Bank 10 (ten) calendar days before the expiration of the Card;
- 5.3.17. immediately provide the Bank upon its request with the documents specified in clause 5.2.5.

#### **5.4. The Client is entitled to:**

- 5.4.1. perform Transactions using the Card in accordance with the norms of the current legislation of the Republic of Uzbekistan, terms of this Agreement and rules of the payment system;
- 5.4.2. issue the required number of corporate cards in the name of its employees, provided that only one corporate card is issued in the name of each employee;
- 5.4.3. before the expiration of any Card issued under the Agreement, hand over the Card to the Bank and/or contact the Bank with the application to block the Card;
- 5.4.4. request statements for any period required by the Client, as well as other documents confirming legality of the Bank debiting funds from the Client's Account;
- 5.4.5. terminate this Agreement at any time by submitting a corresponding application to the Bank, subject to return to the Bank of all Cards issued under the Agreement;
- 5.4.6. submit a claim to the Bank regarding the disputed Transaction within 10 (ten) calendar days from the date of receipt of the Account statement with the obligatory provision of a slip terminal for the disputed transaction to the Bank.

### **6. RESPONSIBILITY OF THE PARTIES**

- 6.1. For non-fulfillment or improper fulfillment of obligations under the Agreement, the parties are liable in accordance with the current legislation of the Republic of Uzbekistan.
- 6.2. The Client is responsible for accuracy of all information provided to the Bank.
- 6.3. The Client is responsible for proper fulfillment of his obligations under the Agreement, as well as for fulfillment of all terms of the Agreement by Cardholders.
- 6.4. The Client is responsible for all transactions made using the Card from the moment it is received at the Bank by the Holder or an authorized employee of the Client and for compliance with the current legislation of the Republic of Uzbekistan during implementation of the Agreement.
- 6.5. Damage caused to the Bank due to non-performance or improper execution of the Agreement by the Client and/or Cardholder is subject to unconditional compensation by the Client.
- 6.6. The Bank is not responsible for the Client's performance of transactions that contradict the current legislation of the Republic of Uzbekistan.
- 6.7. The Bank is not responsible for delay in issuing and re-issuing the card, as well as for delay in crediting funds to the Client's Account, in cases where the Client has not submitted the necessary documents to the Bank and/or there are inaccuracies and errors in the documents.
- 6.8. The Bank is not involved and is not responsible for disputes and disagreements that arise between the Client and Cardholder.
- 6.9. The Bank is responsible for untimely blocking of the Card.
- 6.10. The Bank is responsible for maintaining banking secrecy regarding Account Transactions. Information about the Account and about Operations may be disclosed by the Bank to third parties only in cases where such disclosure 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.
- 6.11. Any of the Parties is released from liability for non-fulfillment (improper fulfillment) of obligations under the Agreement if fulfillment turned out to be impossible due to occurrence of force majeure circumstances (force majeure) confirmed by the competent authorities and organizations of the Republic of Uzbekistan, which include: military actions, natural and other actions/phenomena officially recognized as such; possible failure of the interbank electronic payment system; acts of state and executive authorities that make it impossible to fulfill the terms of the Agreement.
- 6.12. Force majeure circumstances will be considered force majeure if they are confirmed in

the prescribed manner by the authorized bodies.

## **7. PROCEDURE FOR CONCLUSION, AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 7.1. By signing the Application for Card Issue, the Client guarantees that all information provided by the Client to the Bank is true, complete and accurate, the Client did not hide circumstances that could, if revealed, negatively affect the Bank's decision to conclude the Agreement.
- 7.2. This Agreement is considered concluded from the moment the Client submits the Application to the Bank and provides the necessary documents.
- 7.3. If the Bank changes the Tariffs and/or makes changes or additions to this Agreement, the Bank notifies the Client about this no later than 15 (fifteen) calendar days before the date of introduction of such changes, in any of the following ways (at the Bank's choice):
- by posting the new edition of the Tariffs on information stands in the Bank's offices;
  - by posting the new edition of the Tariffs on the Bank's web page at the address: [www.aab.uz](http://www.aab.uz);
  - or in another way at the discretion of the Bank.
- If the Client does not agree with the changes or additions made to the Agreement and/or the Tariffs, the Client has the right, before such changes or additions enter into force, to cancel the Agreement in the manner stipulated in clause 7.5. of the Agreement.
- 7.4. The Agreement may be terminated based on a written agreement of the Parties.
- 7.5. The Agreement may be terminated by the Client unilaterally based on a written application from the Client to terminate the Agreement and close the Account.
- 7.6. The Agreement may be terminated by the Bank unilaterally and the Account may be closed in the following cases:
- in case of destruction by the Bank of all Cards issued under the Agreement in accordance with clause 5.2.3. of the Agreement;
  - violation by the Client of the terms of the Agreement, assurances given by him in accordance with Compliance Clause (Appendix No.1 to this Agreement), requirements of the legislation of the Republic of Uzbekistan, provided that there are no outstanding obligations of the Client to the Bank on the date of termination of the Agreement;
  - in case of simultaneous absence of funds on the Account, absence of financial obligations to the Bank outstanding by the Client and absence of Transactions on the Account within 6 (six) months. In this case, the Agreement is considered terminated after 1 (one) month after the Bank sends the Client a notice of the upcoming termination, if funds are not received to the Client's Account within this period. The Bank's notice of intention to terminate the Agreement on the grounds provided for in this clause is sent by the Bank in accordance with clause 8.3. of the present Agreement.
- 7.7. This Agreement may be terminated by a court decision if the Client violates the terms of this Agreement, as well as in other cases established by the law.
- 7.8. In the event of termination of the Agreement, all Cards issued under the Agreement are deemed invalid and must be returned to the Bank.
- 7.9. The Agreement is considered terminated in the manner provided for in this section of the Agreement after the Client (Cardholders) returns the issued Cards to the Bank and settles all financial obligations between the Parties.
- 7.10. After the Card(s) are returned to the Bank and financial obligations are settled, the Bank closes the Client's Account(s) and returns the balance of funds from the Account to the main deposit account upon the Client's demand.

## **8. MISCELLANEOUS**

- 8.1. The parties agreed to resolve all disputes between the parties related to the Agreement through negotiations, and in case of failure to reach an agreement, submit them for consideration to the economic court in the manner prescribed by the law.
- 8.2. The Agreement is of unlimited duration. The issuance of new Cards is carried out on the basis of a written Application from the Client.
- 8.3. Any notice from the Bank is considered presented, and correspondence is considered received by the Client on a third business day from the date of sending it to the Client's last location known to the Bank. The date the notice was sent is determined by the postmark.
- 8.4. Issues not regulated by this Agreement are regulated by the current legislation of the Republic of Uzbekistan.

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

"ASIA ALLIANCE BANK" JSCB

Address: Tashkent, Yashnabad district, st. Magtymguly, 2A.

Bank details: account 2980200000001095001

MFO: 01095 INN: 207018693

OKED: 64190 OKPO:22921172



*Appendix No. 1  
to the Public Offer Agreement  
for the issuance and servicing of corporate bank cards and bank cards of individual  
entrepreneurs  
in national currency of the  
Republic of Uzbekistan*

## **COMPLIANCE DISCLAIMER**

### **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 areas “Combating legalization of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction” (hereinafter referred to as “**AML/CFT/FPWMD**”), “Anti-bribery and corruption” (hereinafter referred to as “**AB&C**”), “Sanctions and export control measures” (hereinafter referred to as “**Sanctions**”).

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

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

**Corruption** is illegal use by a person (bank employees) of their position or official position in personal interests or the interests of other persons to obtain material or intangible benefits, as well as illegal presentation of such benefits.

**Bribery** is giving, promise or permission, receipt or transfer of value with the purpose of influencing the recipient to act unlawfully, or a situation where the recipient's acceptance of the benefit is unlawful.

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

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

**Export control** means laws or regulations relating to regulation of import, export, re-export, transfer, release, shipment, delivery or any presentation or receipt of goods, technology, technical data, software or services, and any laws or regulations of similar nature applicable and enforced by the government authorities.

**Sanctions risks** are 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 the subject of an assets freeze under the Sanctions, (c) with whom transactions are prohibited under relevant sanctions or export controls, or (d) whose property is owned or controlled by any such a person.

**Financial fraud** is committing of illegal actions in the sphere of 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 Agreement with “ASIA ALLIANCE BANK” JSCB (hereinafter referred to as the “Bank”), to which these Compliance Regulations apply.

**Affiliate** 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 on the basis of a correspondent agreement.

## **2. Legal Basis.**

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

2.2. Local requirements include the following documents:

- Criminal Code of the Republic of Uzbekistan.
  - Law “On Anti-Corruption”.
  - Law “On combating legalization of proceeds from crime and financing of terrorism.”  
—Rules of internal control on combating legalization of proceeds from crime, financing of terrorism and financing of proliferation of weapons of mass destruction in commercial banks No.2886 dated 05.23.2017.
  - Bank procedures in the areas of AML/CFT/FPWMD, AB&C and Sanctions.
- 2.3. International standards include the following documents:
- Recommendations<sup>1</sup> of the Financial Action Task Force on Money Laundering (FATF).
  - ISO 37001:2016 is an international standard<sup>2</sup> containing an international model for building an effective anti-corruption system in the organization.
  - Sanctions lists of the UN, OFAC (Office of Foreign Assets Control of the US Department of the Treasury), EC (European Union, European Commission), UK (United Kingdom, Great Britain and Northern Ireland) and authorized bodies of other foreign states<sup>3</sup> and international organizations, as well as others officially announced lists of sectoral sanctions and/or export controls.
    - Requirements of the Bank's correspondent banks in the field of AML/CFT/FPWMD, AB&C, Sanctions.

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

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

<sup>3</sup> G7 countries are France, USA, UK, Germany, Japan, Italy and Canada.

### **3. The Client's Assurances.**

3.1. When entering into a contractual relationship with the Bank, the Client assures the Bank that it will comply with the Legislative documents specified in clause 2.2, as well as the international standards specified in clause 2.3. of this Disclaimer, in particular the Client:

- does not carry out money laundering and 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 provide a bribe to a Bank employee, does not take a bribe from a Bank employee;
- does not offer or provide bribes to third parties on behalf of the Bank;
- does not enter into any agreement or carry out banking transactions with a party that is on the sanctions lists within the framework of contractual relations with the Bank;
- does not enter into agreements or carry out banking transactions with a party whose affiliate is on the sanctions lists within the framework of contractual relations with the Bank;
- does not enter into agreements or carry out banking transactions with third parties for goods and services subject to export control;
- does not carry out banking operations through banks that (including affiliates of which) are on sanctions lists;
- ensures complete and transparent provision of documents and information on ongoing transactions, contracts, participants in transactions, goods and services, and movements of funds within the framework of contractual relations with the Bank;
- does not intend to carry out any illegal transactions that contradict the Legislation of the Republic of Uzbekistan and international standards;
- releases the Bank from liability to compensate for damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and expenses) arising as a result of the Client's failure to comply with this Disclaimer.

### **4. Bank's Rights.**

4.1. If the Client violates the requirements of paragraph 3 of this Disclaimer, the Bank has the right to unilaterally terminate the contractual relationship with the Client.

4.2. If there are risks of application of sanctions or other restrictive measures against the Bank by correspondent banks, the Bank has the right to refuse to open an account and carry out banking operations.