

**Public Contract-Offer
on General Terms and Conditions for Foreign Currency
Purchase and Sale Transactions**

Tashkent

February 15, 2021

This document is an official offer (public offer) from JSC "Asia Alliance Bank" (hereinafter referred to as the Bank) and defines the standard terms and conditions and procedure for servicing the Bank's clients – legal entities/individual entrepreneurs (hereinafter referred to as the Client), when providing them with services for the purchase and sale of foreign currency.

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC RUz), in case of acceptance of the terms of the public offer set forth below by submitting an Application for acceptance of the terms of the Public Contract-Offer, the Client – a legal entity or individual entrepreneur accepting this offer, becomes the Customer (in accordance with part 4 of Article 370 of the CC RUz, acceptance of the offer is equivalent to concluding a contract on the terms set forth in the offer), and the Bank and the Customer/Client jointly – the Parties to this contract.

In connection with the above, carefully read the text of this public offer and familiarize yourself with the Bank's tariffs. If you do not agree with any point of the offer, the Bank suggests that you refuse to use the services.

I. Subject of the Contract

1.1. The following terms are used in this Contract, which are subject to interpretation in accordance with their definitions given below:

Offer – this document Public Contract-Offer on general terms and conditions for transactions for the purchase from Clients and sale to Clients by the Bank of foreign currency.

Acceptance of the offer – full and unconditional acceptance of the offer by the Client performing the actions specified in clause 1.2. of this offer.

Customer/Client – a legal entity/individual entrepreneur who has accepted the offer, and is thus the Customer of the Bank's services under the concluded Public Contract-Offer (hereinafter "Contract").

1.2. The terms of the Contract are defined in standard form and may be accepted by the Client by agreeing to them when submitting an Application for acceptance of the terms of the Public Contract-Offer (Appendix No. 1 to this Contract-Offer). Submission of the Application means the Client's accession to this Contract as a whole. The Contract is considered concluded from the moment of registration of the Client's Application at the Bank.

1.3. When submitting applications for the purchase or sale of foreign currency, the Client instructs the Bank to carry out the purchase or sale of foreign currency, and the Bank undertakes to execute the Client's applications.

1.4. An application for the purchase or sale of foreign currency (hereinafter referred to as the Application) is executed by the Client each time it is necessary to purchase or sell foreign currency during the term of this Contract in the form established by the Bank (Appendices No. 2 and No. 3 to the Contract), in writing or electronically through the use of the "Corporate Internet Banking" system.

1.5. A mandatory condition for conducting transactions for the purchase or sale of foreign currency is the reservation by the Client of funds in national or foreign currency in a special

account opened at the Bank for reserving national or foreign currency.

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

1.7. Withdrawal of the Application by the Client may be carried out before its execution by the Bank.

1.8. Funds in foreign currency put up for sale by the Client are purchased by the Bank at the rate established by the Bank at the time of the transaction, published in the "Corporate Internet Banking" system.

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

1.10. Relations for the purchase or sale by the Bank of the Client's foreign currency are regulated and carried out on the basis of this Contract and the Client's application for the sale or purchase of foreign currency.

II. Rights and Obligations of the Parties

2.1. The Client has the right to:

2.1.1. during the term of this Contract, submit Applications for the purchase or sale of foreign currency;

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

2.1.3. withdraw submitted Applications before their execution by the Bank;

2.1.4. terminate this Contract, while making mutual settlements with the Bank on previously submitted Applications.

2.2. The Bank has the right to:

2.2.1. refuse to accept the Client's Applications, in case of providing Applications not in the form established by the Bank;

2.2.2. refuse to accept an Application in case of absence in the special account of funds reserved by the Client in national or foreign currency in the amount specified in the Application;

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

2.2.4. unilaterally establish and change the terms of the Contract-Offer, the Bank's Tariffs. In case the Bank makes changes and/or additions to the Contract-Offer, Tariffs, the Bank notifies the Client of this no later than 10 (ten) calendar days before the date of introduction of such changes and/or additions, without concluding an additional agreement to this Contract, by any of the following methods:

- by posting changes and/or additions to the Contract-Offer, Tariffs on information stands in the Bank's offices;
- by posting changes and/or additions to the Contract-Offer, Tariffs on the Bank's web page at: www.aab.uz;
- by another method, at the Bank's discretion.

In case of the Client's disagreement with the changes and additions made, the Client has the right to terminate the Contract in accordance with clause 5.3. of this Contract.

If, after 10 (ten) calendar days from the date of posting the Contract and/or Tariffs in the

new edition on the website www.aab.uz, the Client has not expressed disagreement with these changes in any way and has not terminated the Contract, the Contract and/or Tariffs in the new edition are considered accepted by the Client.

2.3. The Bank is obliged to:

2.3.1. accept and execute within the time period established by the Contract the Applications provided by the Client;

2.3.2. notify the Client of changes and/or additions to the Contract-Offer, Tariffs in the manner established by subparagraph 2.2.4. of this Contract.

2.4. The Client is obliged to:

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

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

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

2.4.4. in case, after the Bank's purchase of foreign currency, a balance is formed in the Client's special account in national currency, the Bank has the right to debit without acceptance the balance of reserved funds from the special account and credit them to the Client's demand deposit account or to the loan account in case the foreign currency was purchased at the expense of credit funds;

2.4.5. pay the Bank's commission remuneration for services rendered in accordance with the Tariffs.

By joining the Public Contract-Offer, the Client gives consent to the non-acceptance debiting from their accounts opened at the Bank, of funds for payment of commission remuneration.

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

2.4.7. independently and timely familiarize themselves with changes and/or additions to the Contract-Offer, the Bank's Tariffs, posted by any of the methods specified in subparagraph

III. Liability of the Parties

3.1. For non-performance and/or improper performance of their obligations under this Contract, the Parties bear responsibility in accordance with the current legislation of the Republic of Uzbekistan.

IV. Force Majeure Circumstances

4.1. The Parties are released from liability for non-performance or improper performance of obligations under this Contract, if such non-performance or improper performance was a consequence of force majeure circumstances.

4.2. By force majeure circumstances, the Parties understand circumstances that arose after the conclusion of this Contract as a result of unforeseen and unavoidable events of an extraordinary nature, such as: wars and military actions, natural disasters, technical failures in the Bank's systems, actions of legislative and/or executive authorities of the Republic of Uzbekistan, the Central Bank of the Republic of Uzbekistan, prohibiting or restricting the activities of the Parties

directly related to the subject of this Contract.

4.3. The Party for which the impossibility of fulfilling obligations under this Contract has arisen due to the circumstances specified in clause 4.2. of this Contract, must notify in writing the other Party without delay and, at the request of the other Party, provide evidence confirming the occurrence and/or termination of force majeure circumstances. Proof of the occurrence and duration of these circumstances are written documents issued by an authorized body.

4.4. In the cases provided for in clause 4.2. of this Contract, the term for fulfilling obligations under this Contract is postponed in proportion to the time during which such circumstances and their consequences operate.

4.5. If force majeure circumstances continue for more than 30 consecutive calendar days, each of the Parties has the right to terminate this Contract. The Bank terminates the Contract in the specified case and posts a corresponding notice of termination of the Contract on stands in the Bank's divisions, on the Bank's website – www.aab.uz.

V. Other Conditions

5.1. This Contract enters into force from the moment of registration at the Bank of the Client's Application for acceptance of the terms of the Public Contract-Offer and is valid for an indefinite period.

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

5.3. The Contract may be terminated at the request of the Client at any time. The Contract is terminated on the basis of a written application of the Client for termination of the Contract, which must be signed and certified by the Client's seal (if a seal is available).

5.4. The Contract may be terminated by the Bank unilaterally in case of:

- the Bank's decision to cease providing this service to Clients;
- the Client's violation of the conditions established by the Contract;
- availability of information about participation or suspicion of participation in terrorist or other criminal activity, obtained in accordance with current legislation, as well as identification of suspicious and/or dubious operations of the Client;
- in other cases provided for by legislation.

5.5. The Parties have agreed to take all measures to resolve disagreements between them through negotiations. If no agreement is reached, disputes arising from this Contract are resolved in the Tashkent Interdistrict Economic Court.

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

5.7. In all other matters not directly regulated in this Contract, the Parties are guided by the current legislation of the Republic of Uzbekistan.

VI. Appendices

6.1. The following Appendices are attached to this Contract, which are an integral part of

it:

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

VII. Legal Address and Details of the Bank

JSCB "Asia Alliance Bank"
Address: Tashkent, Yashnabad district,
Makhtumkuli str., 2A.
Banking details:
Current account 2980200001095001
MFO: 01095 TIN: 207018693
OKED: 64190 OKPO: 22921172

Chairman of the Board
JSC "Asia Alliance Bank"

Abduazimov U.A. _____

Appendix No. 1
to Contract-Offer No. _____ dated _____
on general terms and conditions for transactions
for the purchase or sale of foreign currency

APPLICATION
for acceptance of the terms of the Public Contract-Offer

Name of applicant _____

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

In connection with the accession of "_____ " LLC/Individual Entrepreneur _____ to the Public Contract-Offer on general terms and conditions for transactions for the purchase or sale of foreign currency dated 20/15/2021, the previously concluded contract No. _____ dated _____ on general terms and conditions for transactions for the purchase or sale of foreign currency becomes invalid.

Legal address and details:

Head (signature)

SEAL

Appendix No. 2

to Contract-Offer No. _____ dated _____
on general terms and conditions for transactions
for the purchase or sale of foreign currency

APPLICATION FOR PURCHASE OF FOREIGN CURRENCY

Name and TIN of the applicant: _____

Mailing address: _____

Phone, Fax № _____

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

Account in soums № 202*, MFO 01095 «Asia Alliance Bank»
(bank name and code)

Foreign currency account № 202*, MFO 01095 «Asia Alliance Bank»
(bank name and code)

Special account in foreign currency № 22614**, MFO 01095 «Asia Alliance Bank»
(bank name and code)

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

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

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

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

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

Contract number and date _____

(This column is filled in when purchasing foreign currency for the purposes specified in paragraphs a)-g))

The amount (in national currency - soum) at the rate specified in the application in the amount of _____

is reserved in the account №22613000 _____.

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

The following documents are attached:

1. _____
2. _____

Director _____ (signature)

SEAL

Chief Accountant _____ (signature)

«___» 20 ___.

Appendix № 3

*to the Agreement - offers dated 02/15/2021
on the general conditions for carrying out transactions
for purchase or sale of foreign currency*

APPLICATION FOR SALE OF FOREIGN CURRENCY

Name and TIN of the applicant _____

Account in soums №	202*, MFO 01095	«Asia Alliance Bank» (bank name and code)
In foreign currency №	202*, MFO 01095	«Asia Alliance Bank» (bank name and code)

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

Amount and name of currency to be sold	Sales rate in soums	Total sales amount in soums at the exchange rate

We instruct the Bank to write off from a special account the amount of foreign currency in the size specified in this Application, and credit the equivalent amount in national currency to our account.

Director

_____ (signature)

SEAL

Chief Accountant

_____ (signature)

_____.