

PUBLIC OFFER

ON OPENING BANK ACCOUNTS FOR LEGAL ENTITIES AND OTHER BUSINESS ENTITIES AND PROVIDING THEM WITH REMOTE (DISTANCE) ELECTRONIC BANKING SERVICES

“Garant bank” JSC (hereinafter in the text of the agreement referred to as the “Bank”) offers legal entities and business entities (hereinafter in the text of the agreement referred to as the “Client”) to conclude, in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan, a public electronic offer (hereinafter referred to as the “Agreement”) on opening Bank accounts, providing remote (distance) electronic banking services in respect of them, and issuing corporate bank cards for use.

The Client’s acceptance of this Agreement is effected by submitting to the bank an application for opening an account, and by doing so the Client is deemed to have expressed its consent to conclude this agreement with the bank in the manner and to the extent specified in this agreement.

The Client may review the text of this Agreement on the Bank’s corporate website and at the Bank’s offices.

I. TERMS USED IN THE AGREEMENT

1.1. The following terms are used in this Agreement:

- **bank account** — a means of giving effect to the relations arising between the bank and the client as a result of the bank assuming, through the conclusion of a bank account agreement, the duty to receive and credit funds arriving in the account of the client (the account holder), to execute instructions on the transfer and payment of the relevant funds from the client’s account, and to carry out other operations on the account;

- **demand deposit account** — an account on which funds issued or transferred at the clients’ first demand are recorded;

- **remote banking services** – the types of services involving the use of the “Internet-bank”, “Mobile-bank” and “SMS-bank” systems.

- **“internet-bank” service** – an automated electronic system, being a type of service that makes it possible to service the client’s account at the bank remotely, using the internet information and telecommunications network.

- **“mobile-bank” service** – an automated electronic system, being a type of service that makes it possible to service the client’s account at the bank remotely, using a mobile telephone or tablet running the “IOS”, “Android” or “JAVA” operating systems, via the internet information and telecommunications network.

- **“SMS-bank” service** – an automated electronic system, being a type of service that provides the client with information about the operations on its account in the form of SMS messages to a mobile telephone or tablet, using the services of mobile network operators.

- **electronic document** – a document recorded in electronic form, that is, constituting a set of bytes in the form of a file or of one or several records in a database, prepared with the help of the System’s software, containing a payment order or other information of the Client, and certified by an electronic digital signature.

- **electronic digital signature (EDS)** – a signature produced as a result of a special transformation of the information in an electronic document using the private key of the electronic digital signature, and which makes it possible, with the help of the public key of the electronic digital signature, to establish the absence of errors in the information in the electronic document and to authenticate the electronic document (confirming authorship and integrity).

- **suspicious operation** — an operation being prepared, in the course of being carried out, or already carried out, in respect of which, in the course of applying these Rules, a suspicion has arisen at the commercial bank that it was carried out for the purpose of legalising proceeds of crime and (or) financing terrorism.

- **the client's employees** – individuals who are in an employment relationship with the Client.

- **card accounts** – the operations that may be carried out using plastic cards issued by the Bank.

- **corporate card (the "Card")** – a card in national currency, being a personalised payment instrument intended for paying for goods and services and business-trip expenses within the territory of the Republic of Uzbekistan; the enterprise's card account serves as security. The Card is issued by the Bank, is the property of the Bank and is provided for temporary use for the period established by the bank. The use of the Card is governed by the legislation of the Republic of Uzbekistan and by this agreement.

- **cardholder** – an employee of the Client, in whose name and for whose benefit a card is issued by the Bank.

- **card account** – the organisation's account at the bank for recording the operations carried out by cardholders.

- **card statement** – a document drawn up by the bank reflecting the card operations carried out by the client.

- **spending limit** – the spending limit on the card set by the organisation, within which operations on the card may be carried out.

- **QR online payment system** – a system for making payments whereby buyers scan ("read") the QR codes of trade and service enterprises by means of mobile applications and enter the purchase amount.

II. SUBJECT OF THE AGREEMENT

2.1. This agreement governs the relations connected with the services provided by the Bank in respect of: opening bank accounts (hereinafter referred to as the "account") by the bank at the client's application and in accordance with the requirements of applicable law; receiving and crediting funds arriving in its account; transferring and paying the relevant funds from the client's account and carrying out other operations on the account; providing cash services; providing electronic banking services through remote service software suites; and settlements carried out by means of a corporate (or entrepreneur's) bank card.

2.2. The remote banking services provided by the Bank in respect of the Client's accounts opened at the bank include the following:

- providing the Client with the "Internet-bank" service for transmitting and receiving electronic payment documents and performing operations to obtain information in accordance with queries, using the functional capabilities of the "Internet-bank" system via the internet;

- processing electronic payment documents received through the Client's "Internet-bank" system in accordance with the requirements and regulations of the Central Bank on the processing of electronic payment documents;

- electronic exchange of the payment registers submitted by the Client for transferring funds to the card account of the Smart Vista payment system for the Client's employees;

- providing the "Mobile-bank" service for remotely servicing the Client's account at the bank, by installing the "Mobile-bank" service on its mobile devices and/or tablets running the "IOS", "Android" or "JAVA" operating systems, using the internet information and telecommunications network;

- providing the "SMS-bank" service for remotely servicing the Client's account at the bank, by supplying information about the operations on its account in the form of "SMS" messages to its mobile telephone and/or tablet, using the services of mobile network operators (the Client is automatically notified by SMS message of every banking operation carried out on its accounts at the bank);

- accepting payments through the QR system.

2.3. The Client selects the above-mentioned "Internet-bank", "Mobile-bank", "SMS-bank" and QR system services at its own discretion.

2.4. The Client may access the "Internet-bank" system from the www.garantbank.uz website and obtain all necessary additional information about this type of service, as well as about the "Mobile-bank", "SMS-bank" and QR system services.

III. PROCEDURE AND PLACE OF SIGNING THE AGREEMENT

3.1. The agreement between the Bank and the Client is deemed concluded from the moment the Client accepts the public offer agreement, including by stating in its application that it has reviewed and agrees with the terms of the offer, and from the moment the relevant bank account is opened for the client.

3.2. The Client's acceptance of this Agreement is effected by submitting to the bank an application for opening an account (for entities that are clients of the Bank — "For the provision of the remote (distance) electronic SMS-Bank service to the Client's mobile telephone device", "For the provision of the remote (distance) electronic Internet-Bank service in respect of the Client's account", "For opening corporate bank cards for legal entities and individual entrepreneurs"), and an application for accepting payments through the QR system.

3.3. The agreement is deemed to have been concluded at the location of the bank at which the bank account was opened for the Client.

3.4. The performance of the actions specified in this Agreement:

- is recognised as acceptance of this Agreement and as confirmation of the Client's consent to sign the agreement on the terms, in the manner and to the extent set out in this Agreement;
- means that the client has accepted all the terms of the Agreement, without any exceptions or restrictions, by acceding to them;
- unconditionally confirms that the Client has reviewed all the terms of this Agreement.

IV. OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Bank:

4.1.1. To open, in accordance with the Client's application and instruction, an account in national and/or foreign currency; to open other necessary accounts according to the purpose of the receipts (for wages, for a terminal, for a corporate card, pension and other special accounts); and also to provide all settlement and cash services provided for by law and to carry out settlement and cash operations in strict compliance with the applicable rules for making non-cash settlements within the territory of the Republic of Uzbekistan, including:

a) to credit a payment document relating to the Client's account received by the Bank before 16.00, where all details are correctly completed, on the same day, and where received after 16.00, on the next banking day;

b) to execute the Client's instruction to transfer its funds from one of its accounts to another and to transfer funds to the accounts of other persons, and also, where funds are available in the account, to execute the relevant payment document no later than the day following the day it was received by the Bank;

c) to execute, within the framework of the law, the Client's instruction to recover funds due to it from other legal entities and individual entrepreneurs on the basis of the payment demands submitted by it;

d) to receive and issue cash funds from and to the Client in accordance with applicable law, or to credit them to a plastic card on the basis of a separate agreement;

4.1.2. To provide, on the basis of a separate agreement concluded with the Client, other services not directly related to settlement and cash services (lending, factoring, leasing, placement and custody of securities and other services);

4.1.3. To serve the Client on banking business days in accordance with the established working hours;

4.1.4. To write off funds from the Client's account on the day settlement documents (payment demands) are received by the Bank only on the basis of its instruction or consent (with the exception of payment demands paid without acceptance). Where there are no funds or insufficient funds in the Client's account, the Bank places in file cabinet No. 2 the payment documents serving as the basis for paying taxes and other mandatory payments to the budget and state target funds, court enforcement documents, documents for the payment of wages to employees and payments equivalent to them, as well as payment demands paid without acceptance and payment demands accepted by the Client.

Payment demands in paper form received by the bank for the recovery of funds from the accounts of clients connected to the internet-bank system are entered by the bank into the automated banking system in file cabinet No. 1 and sent to the client's internet-bank system for review.

Electronic payment demands accepted or partially rejected by the Client through the internet-bank system are paid on the same day if the interbank settlement time has not expired, and if the settlement time has expired, no later than the next business day, or are placed in file cabinet No. 2.

If the Client has not, within the established period, given notice of its consent or of its full or partial refusal to pay, the payment demand is accepted by the bank under the general procedure and the payment is made.

4.1.5. To supply the Client with settlement and cash documents and other forms on a paid basis;

4.1.6. At the Client's request, to issue to the Client itself or to its authorised representative (on the basis of a power of attorney) a statement from the client's account on the credit turnover, with the relevant documents attached, for the fee established by the bank's tariffs;

4.1.7. To keep the operations carried out on the Client's account confidential and to provide third parties with information on operations relating to the bank account without the client's consent only in the cases provided for by applicable law;

4.1.8. To advise the Client on settlements, the document flow procedure and other matters directly related to settlement and cash services;

4.1.9. To ensure the safekeeping of funds in the Client's account;

4.1.10. Where funds are available in the account, to ensure the issuance of funds for the payment of wages, pensions and allowances, or their transfer to the plastic cards of individuals on the basis of a separate agreement;

4.1.11. To assist, on a tariff basis, in tracing, identifying and returning funds that have not arrived at their intended destination, on the basis of the Client's written application;

4.1.12. To register the Client in the "Internet-bank" system and connect it to this type of service;

4.1.13. To issue to the Client, for temporary use, an electronic key (keys) together with its electronic digital signature (in the event of loss);

4.1.14. To provide the Client with remote settlement services and to carry out, on its instruction, all settlement operations relating to the banking system established by the applicable legislation of the Republic of Uzbekistan;

4.1.15. To serve the Client throughout the full operational business day established at the Bank, with the exception of weekends and public holidays:

a) electronic payments made on the client's instruction — the relevant electronic document, if it was received during the bank's operational day, must be executed on the same day. Where the payment is received after the end of the bank's operational day, the bank must execute the electronic payment no later than the next banking day.

4.1.16. To serve the Client in good time in accordance with the Bank's working hours (with the exception of online payments in 24/7 mode):

- Interbank electronic documents — from 9:00 to 16:00;
- Intrabank documents — from 9:00 to 17:00;
- Information on Client queries — from 9:00 to 17:30.

4.1.17. To process the electronic registers received within one business day, where they contain no errors arising from failures in the operation of the software.

4.1.18. To issue the corporate bank card to the Client for use no later than 3 banking business days on the basis of the Client's application;

4.1.19. To provide a statement on the card account on the basis of the Client's written application, for a fee in accordance with the bank's tariffs;

4.1.20. To perform other obligations imposed on banks in accordance with applicable law.

4.2. Obligations of the Client:

4.2.1. To submit to the Bank the documents necessary for opening the account and carrying out operations;

4.2.2. To express, through this agreement, its consent to the opening of accounts in national and/or foreign currency and of other necessary accounts for targeted receipts (for wages, for a terminal, for a corporate card, pension and other special accounts), on the basis of the Chart of Accounts for Accounting in Commercial Banks approved by resolution of the Board of the Central Bank of the Republic of Uzbekistan (registration number 3336 of 26 November 2021);

4.2.3. To comply with the terms of this agreement, with the working hours established at the bank and with the procedure for completing and submitting payment documents. To fulfil the requirements of the applicable regulatory documents of the Central Bank of the Republic of Uzbekistan;

4.2.4. To independently keep abreast of the Bank's official information, including information on changes made to the tariffs for banking services (the bank's official website www.garantbank.uz, the bank's information boards, etc.);

4.2.5. Where funds are available in the account, to submit a cash cheque for withdrawing cash in accordance with the calendar schedule for receiving wages, pensions and allowances, or an instruction and register (list of employees) for transferring such payments to employees' plastic cards on the basis of a separate agreement (stating the absence of debt to the tax authority and other funds in respect of wages and payments equivalent to them);

4.2.6. To deposit cash receipts with the bank in accordance with the applicable rules;

4.2.7. To have sufficient funds in the main demand deposit account for the bank commission on transferring payments when making payments;

4.2.8. To give notice of funds not belonging to it having been credited to its account, within two business days from the day of receiving the statement on its account or information about it;

4.2.9. To have funds in its main demand deposit account for mandatory payments. Where there are overdue monetary obligations in the main deposit account (file cabinet No. 2), to transfer all funds from all its secondary demand deposit accounts to the main deposit account;

4.2.10. To pay the service fee for banking services in the manner established in section 6 of this agreement;

4.2.11. To submit to the Bank all documents relating to export-import operations carried out under contracts concluded with foreign entities, and also, where necessary, information and all documents relating to other operations the control of which is imposed on the Bank by law;

4.2.12. To notify the Bank in writing within five business days of any change in its name, address, telephone numbers, electronic address (and other means of communication), parent organisation and other details determining the client's status;

4.2.13. To strictly comply with the law when carrying out cash operations at its own cash desk, to ensure that cash funds received from the bank's cash desk are used only for their intended purpose, and to deposit deposited wages, pensions and allowances with the bank's cash desk no later than the fourth day from the day the cash was received from the bank for these purposes;

4.2.14. To submit documents making it possible to identify the other participants in the operation being carried out by the Client;

4.2.15. To resolve, without the bank's participation, disputes connected with restrictions imposed by third parties on the free use of the account;

4.2.16. To review the electronic payment demands received through the internet-bank system at the time of connecting to the system, and to accept the electronic demands within three business days, or to refuse acceptance in full or in part and notify the bank thereof through the internet-bank system;

4.2.17. To appoint a permanent responsible person who uses the remote services on behalf of the Client and who is responsible for the electronic key issued in that person's name;

4.2.18. To submit information on the Client's responsible person in accordance with the annexes specified by the Bank, for registration in the "Internet-bank" system and receipt of an electronic key;

4.2.19. To comply with the working hours established at the bank and with the operating procedure of the "Internet-bank" system;

4.2.20. At the Bank's request, to submit the necessary information relating to its financial and business activity concerning payments made through the "Internet-banking" system;

4.2.21. To comply with the applicable legislation of the Republic of Uzbekistan and with all the requirements of this agreement;

4.2.22. To ensure that the minimum technical requirements for using the "Internet-bank" system are met, namely:

- to have a personal computer with a USB port and the Windows XP SP2 operating system installed, including:
- to have an internet access channel;
- to have a device for printing documents;
- to have Internet Explorer v 6.0 software on the personal computer.

4.2.23. To use the electronic key (keys) issued by the Bank solely for working in the "Internet-bank" system;

4.2.24. To indicate all the details of electronic documents correctly and precisely;

4.2.25. To bear full responsibility for all electronic payment documents signed with the Client's digital electronic signature using the electronic key (keys) issued by the Bank;

4.2.26. Where the electronic key (keys) is lost or fails, to notify the Bank's responsible employee and the administrator of the "Internet-bank" system in writing on the same day. Where the electronic key (keys) received is lost or fails (physically or in software terms), and also where the Client requests an additional key, a new key (keys) is provided after the Client has made the payment in the amount established by the bank's tariffs;

4.2.27. Not to give to third parties the electronic key received (with the electronic digital signature), the passwords for accessing the "Internet-bank" and "Mobile-bank" systems, or the

mobile device on which the “Mobile-bank” system is installed and the codes in the SMS messages sent to that device;

4.2.28. To give notice if the bank account and/or telephone number changes;

4.2.29. To assume the risk of the information in the SMS messages received on account turnovers being disclosed to third parties from the telephone device;

4.2.30. Not to raise objections with the bank where SMS messages are not received owing to a fault of the telephone device and/or the telephone operator;

4.2.31. Where the employment contract with the Client’s responsible person is terminated, or that person’s duties change, or any other changes occur, to give written notice thereof no later than the banking business day following the day on which the change occurred. Where the Client’s responsible person has changed and the Client has not notified the Bank of this change within the period provided for in this clause of the agreement, the Bank shall not be liable for the electronic key not having been re-registered in the name of another person (the new responsible person);

4.2.32. Where the Client has not used the “Internet-bank” and “Mobile-bank” systems for 6 months without good reason, to return to the Bank within 3 business days the electronic key (keys) assigned to it, together with the electronic digital signature, intact and in working order;

4.2.33. From the moment this agreement is terminated, to return to the Bank the electronic key (keys) together with the electronic digital signature, intact and in working order, for removal from the “Internet-bank” system;

4.2.34. To perform other obligations in accordance with applicable law.

4.2.35. Where the Client or its operation falls within the scope of sanctions, or where there is a risk of this, to submit the additional information and documents requested by the bank for the purpose of examining the operation.

4.2.36. At the Clients’ request, to generate and register the Clients’ QR code through the bank for the purpose of accepting payments through the QR online system.

V. RIGHTS OF THE PARTIES

5.1. Rights of the Bank:

5.1.1. To make changes and additions to the tariffs for banking services independently;

5.1.2. To refuse to carry out settlement and cash operations where there are facts confirming the Client’s failure to comply with the requirements of applicable law and the regulatory documents of the Central Bank of the Republic of Uzbekistan, and with the deadlines for completing and submitting settlement documents to the Bank;

5.1.3. To use the free funds in the Client’s bank account as a source of financial resources, while guaranteeing the safekeeping of the funds and the holder’s right to dispose of them without hindrance in the amount held in the account;

5.1.4. To debit the Client’s funds from its account without its consent, that is, to the budget revenue, to extra-budgetary funds and in other cases provided for by law, only in the cases provided for by the legislation of the Republic of Uzbekistan;

5.1.5. To reverse funds erroneously transferred by a payer to the Client’s account, by making a correcting accounting entry and notifying the client;

5.1.6. Where clear doubts arise as to the authenticity of settlement and cash documents, to refuse to carry out the operation, having notified the Client’s officers holding the right of first or second signature;

5.1.7. Where file cabinet No. 2 exists in respect of the Client’s main deposit account, to transfer funds from the client’s secondary accounts to the deposit account until its monetary obligations have been performed in full, in accordance with the requirements of the Instruction “On

the procedure for writing off funds from the bank accounts of business entities" (registration number 2342 of 15 March 2012);

5.1.8. Where necessary, to submit information on the Client's activity and its managers/founders to the relevant authorities in the established manner, in accordance with the laws "On bank secrecy" and "On combating the legalisation of proceeds of crime and the financing of terrorism";

5.1.9. To suspend operations on the account where the funds in the Client's account are attached by a decision of an inquiry officer or investigator or by a court ruling, and also in other cases provided for by law;

5.1.10. To refuse to execute instructions to transfer funds and other operations where the Client has not submitted the documents necessary for its identification. Operations crediting funds received into the Client's account are an exception;

5.1.11. Where there are doubts as to the reliability of the information (documents) received from the Client, to apply to the relevant organisations to clarify (verify) the reliability (authenticity) of the information (documents) about clients;

5.1.12. Where doubts arise as to the correctness of copies of documents submitted by the Client, or where another need arises, to require the originals of these documents and other information to be submitted;

5.1.13. Where operations bearing the indicators of suspicious operations are identified, to approach the Client for additional information about the operation being carried out;

5.1.14. To refuse to carry out operations for the Client in the following cases:

- where the management body of the legal entity, or the person entitled to act on behalf of the legal entity without a power of attorney, is not present at its address of location (postal address);

- where knowingly inaccurate documents are submitted, or where the documents required in accordance with the law are not submitted;

- in other cases provided for by law.

5.1.15. Not to accept for execution the Client's electronic documents drawn up in breach of the applicable legislation of the Republic of Uzbekistan;

5.1.16. To draw up paper copies of the Client's electronic documents accepted for execution and to certify them in accordance with the requirements of the applicable legislation of the Republic of Uzbekistan on the procedure for carrying out settlement operations;

5.1.17. Where technical disputes arise between the Bank and the Client, to inspect the Client's equipment connected to the "Internet-bank" system;

5.1.18. To discontinue the provision of remote services to the Client where the Client breaches other terms of this agreement;

5.1.19. Where it is established that the Client has carried out a suspicious operation, to suspend the provision of remote services to the Client until a written explanation is received as to the lawfulness of the operation carried out by the Client;

5.1.20. Where suspicions arise that suspicious operations have been carried out using the remote services, to examine the Client at its address of location (postal address), including examining the process by which the operation is carried out by the person specified in the agreement;

5.1.21. Where there is a reasonable suspicion that the Client has used the remote banking services for the purpose of legalising proceeds of crime and (or) financing terrorism, to discontinue the provision of remote banking services to the Client and to terminate this agreement unilaterally.

5.1.22. The Bank may also have other rights in accordance with applicable law.

5.1.23. Where the Client or its operation falls within the scope of sanctions, or where there is a risk of this, the Bank has the right to request additional information for the purpose of examining the operation, to limit the amount of the operation, to restrict (refuse) the operation, or to refuse service where the operations being carried out do not correspond to the profile in its questionnaire; and also to freeze currency funds received from the export of goods whose export (re-export) is prohibited, or from banks and organisations subject to sanctions, by crediting them to the relevant accounts pending clarification, and to terminate agreements unilaterally, having warned the client.

5.2. Rights of the Client:

5.2.1. To review this offer agreement;

5.2.2. To dispose independently of the funds available in its account, unless applicable law provides otherwise. The client itself is responsible for the lawfulness of all operations carried out on the bank account on the Client's instruction;

5.2.3. To give the Bank instructions on settlement and cash services, to receive a response to a collection query, and to require the timely execution of instructions;

5.2.4. To receive cash within the limits of the funds in the account for the payment of wages in accordance with the calendar schedule for receiving wages, pensions and allowances, and for other payments provided for by applicable law, or to transfer them to a plastic card on the basis of a separate agreement;

5.2.5. To claim, in the established manner, compensation for losses incurred through the Bank's fault;

5.2.6. Where necessary, to obtain from the Bank information on the rules for non-cash settlements and on the changes made to those rules;

5.2.7. To obtain information on the Bank's services and tariffs.

VI. THE FEE FOR BANKING SERVICES AND THE PROCEDURE FOR PAYING IT

6.1. By signing this agreement, the Client confirms that it has fully reviewed the information on banking services, including the bank's tariffs.

6.2. The Client pays for the services provided by the Bank in accordance with the Bank's tariffs.

6.3. The fee for the Bank's services is collected without acceptance from the funds held in the client's account at the same time as the banking operation is carried out, in the amounts established by the Bank's tariffs in force on the day the banking operation is carried out.

6.4. The bank announces changes in the terms of banking service, including changes in the bank's tariffs, on the bank's official website (www.garantbank.uz) and on the bank's information boards at least ten days before such changes take effect.

6.5. The Client's not being aware of the changes made to the tariffs, as a result of its failure to perform the obligations set out in this agreement or for other reasons not attributable to the Bank, does not prevent the Bank from charging the Client under the amended tariffs.

VII. TERMS FOR ISSUING CORPORATE CARDS AND USING THEM

7.1. To have corporate cards issued, the Client submits the following documents to the Bank:

7.1.1 an application;

7.1.2 a list of employees signed and approved by the head of the organisation;

7.1.3 a copy of the identity document of each employee named in the list.

7.2. The corporate card is handed over by the Bank to the cardholder, or directly to an authorised person on the basis of a power of attorney issued by the Client.

7.3. From the moment the Card is handed over to the Client's responsible person (the Cardholder), the Client is responsible for all operations carried out using the Cards.

7.4. The initial crediting of funds to the card account is carried out in accordance with the card issuance terms provided for in the Bank's tariffs.

7.5. The funds placed in the card account may be used only for the following non-cash settlements within the territory of the Republic of Uzbekistan:

7.5.1 for the non-cash payment of expenses connected with sending the client's employees on business trips within the territory of the Republic of Uzbekistan;

7.5.2 carrying out non-cash settlements connected with the client's core activity;

7.5.3 carrying out non-cash settlements connected with the client's business activity;

7.5.4 for the non-cash payment of representation expenses within the territory of the Republic of Uzbekistan.

The above-mentioned operations must be carried out in accordance with the applicable legislation of the Republic of Uzbekistan, the regulatory documents of the Central Bank, the terms of this agreement, and the rules established by the bank for carrying out operations on the specified types of accounts.

7.6. Wages and social payments may not be made using the Card.

7.7. In the event the Card is lost, the Client shall immediately notify the Bank, in the established manner, of the suspension of the Card.

7.8. Where the validity period of the Card expires, or where the Bank demands the return of the Card in writing, the Client must ensure the Card is returned to the Bank within seven calendar days.

7.9. Where the employment contract with an employee who is a cardholder is terminated, the Client must ensure the Card is returned to the Bank no later than the date of termination of the employment contract with the employee.

7.10. Where a Card previously reported as lost is found, the Bank must be notified immediately and the Card must be returned to the Bank within three business days.

7.11. The Client notifies the Cardholder of the amount of funds to be credited to the card.

7.12. The Client monitors the submission by the Cardholder of statements on the operations carried out using the Card to the Client's accounting department for safekeeping.

7.13. Where, owing to technical faults (loss of connection, blocking of the card, expiry of the card's validity period and the like), funds transferred to the Card are credited to the Card twice, the Client must immediately notify the Bank so that the excess funds credited can be written off.

7.14. The Bank does not assume liability to the Client in respect of settlements carried out using the Card in the following cases:

- where the Client breaches the rules and procedure established by this agreement when carrying out operations using the Card;

- where there is no document or information on the payment operation carried out by the Client;

- where unlawful acts have been carried out by the Client.

VIII. LIABILITY OF THE PARTIES

8.1. The parties are liable in accordance with applicable law for failing to comply with the obligations assumed under this agreement.

8.2. For an unjustified delay by the Bank in opening an account, or a refusal to open one, after all the necessary documents provided for by the legislation of the Central Bank have been

submitted, and also for requiring excessive documents to open an account of this type, the Bank pays the Client a fine amounting to 0.001 per cent of the minimum amount of the bank's charter capital.

8.3. For failing to issue cash in good time for wages and other needs provided for by law, where sufficient funds are available in the Client's account, the bank pays a fine amounting to 0.005 per cent of the minimum amount of the bank's charter capital.

8.4. For breaching the procedure for crediting and debiting funds to and from clients' accounts, excluding a breach of the established periods for making electronic payments and for returning electronic payments made in error, the Bank pays a fine amounting to 0.001 per cent of the minimum amount of the bank's charter capital for each case.

8.5. For submitting inauthentic documents or information to the Bank, and also for failing to perform other terms of this agreement (where the Client's fault is confirmed by the Bank on the basis of documents), the Client pays the Bank a fine amounting to ten times the base calculation value.

8.6. The Client is responsible for the timely and reliable submission of reports to the Bank.

8.7. The Client is responsible for the lawfulness of operations and for the use of funds strictly for the purpose established by law. Fines (penalties) applied to the bank in connection with the Client's operations are reimbursed to the bank by the client.

8.8. The Bank is not responsible for calculating and collecting the penalty payable to creditors for the Client's failure to perform or improper performance of its contractual obligations.

8.9. The client is responsible for the completion of payment orders and the correctness of the information contained in them.

8.10. The client is responsible for the correct acceptance or rejection of electronic demands sent through the internet-bank.

8.11. The Bank is released from paying a fine in the following cases:

a) where the interbank electronic system fails (transition to a different type of electronic payment system, testing and introduction of new programs, other situations not related to the Bank's activity);

b) where there is no electricity, and in other situations not related to the Bank's activity;

c) where the Client submits payment documents that do not meet the requirements established by applicable law;

d) where operations on the accounts of the Bank or the Client are suspended in the manner established by law.

8.12. The Bank is not liable for:

a) force majeure circumstances, including any forced interruptions that may occur in the interbank electronic payment system;

b) payment documents submitted by the client that do not meet the requirements established by applicable law;

c) payments certified by the client's electronic digital signature;

d) the suspension, in the manner established by law, of operations on the account of the Bank or of the client;

e) the client's failure to comply with the established technical requirements;

f) errors and inaccuracies made by the sender in electronic documents;

g) electronic documents sent through the "Mobile-bank" system using the mobile application on a mobile telephone or tablet.

8.13. The application to the Bank of the penalty measures provided for in this agreement is carried out on the basis of a court decision.

IX. FORCE MAJEURE

9.1. The parties are released from liability in full or in part where any obligations under this agreement are not performed in full or in part owing to such causes as may arise after the conclusion of the agreement, including flood, fire, earthquake and natural disasters, political upheaval, embargo and military action.

9.2. A party must notify the other party in writing of force majeure circumstances that have arisen, and of the cessation of such circumstances, within three banking days from the time such circumstances arose or were eliminated.

9.3. The failure of one party to notify the other party in good time, or at all, of force majeure circumstances that have arisen does not release them from the liability arising as a result of the non-performance or improper performance of obligations.

9.4. Where force majeure circumstances are not eliminated within thirty days, the parties have the right to terminate this agreement early.

X. TERM OF THE AGREEMENT AND THE PROCEDURE FOR AMENDING AND TERMINATING IT

10.1. This agreement is deemed concluded from the day it is signed by the parties, and its term is not limited.

10.2. All amendments and additions made to this agreement are communicated to clients through the bank's website and the information boards of the bank's branches.

10.3. This agreement is terminated at the Client's request at any time it wishes, provided it has no outstanding obligations to the bank, subject to giving the Bank written notice ten days in advance.

10.4. Within seven days from the date of termination of the agreement, the Bank closes the Client's account and transfers the remaining balance to another account in accordance with the Client's written application. If, within seven days from the date of termination of the agreement, the Client does not give written instructions to transfer the funds to another account, the Bank unilaterally ceases to accept the Client's settlement documents and cheques for execution.

10.5. This agreement may be terminated at the Bank's request through the courts in the following cases:

10.5.1 where the amount of funds held in the client's account is less than the minimum amount provided for by the bank's rules, if such amount is not restored within one month from the day the bank gave warning thereof;

10.5.2 where no operations have been carried out on this account for one year.

10.6. Termination of this agreement constitutes grounds for closing the Client's account.

XI. CONFIDENTIALITY

11.1. The parties undertake not to disclose confidential information that has become known to them in connection with the performance of this agreement, including bank secrecy, and to use such information only for the purpose of confidentiality. Providing confidential information to the authorised bodies established by the legislation of the Republic of Uzbekistan is an exception to this.

11.2. The parties are obliged not to disclose all confidential information connected with the performance of this agreement after the agreement has been terminated.

11.3. In the event of a breach of the confidentiality obligations, the party at fault shall fully compensate the injured party / the Parties / for the damage caused as a result of the breach of confidentiality.

XII. PROCEDURE FOR SETTLING DISPUTES

12.1. Where disagreements arise between the Bank and the Client on matters of performance of this agreement, the parties shall take all measures to resolve them by mutual negotiation. To resolve a dispute arising under this agreement, the parties must send their objections (demands) to the other party in writing.

12.2. Where the parties are unable to reach agreement through negotiation, the disputes and disagreements are considered and resolved in the economic court in accordance with applicable law.

12.3. Mutual disputes between the Client and other persons concerning settlements are considered by them without the Bank's participation.

12.4. All matters not regulated by this agreement are resolved on the basis of applicable law.

XIII. OTHER TERMS

13.1. The procedure for carrying out operations on the Client's account is determined by the regulatory documents of the Central Bank, which are binding on the parties.

13.2. This agreement is offered by the Bank as an offer. Any transaction determining the relations in respect of the bank account that has not been offered by the Bank as an offer is invalid.

13.3. The provisions of this agreement prevail over the provisions of any other transaction between the parties governing the rules of the bank account. Any transaction between the Bank and the Client that differs materially from the provisions of this agreement is deemed invalid.

13.4. The Bank has the right to send any correspondence that it has undertaken under this agreement to send directly to the Client (demands, warning letters, informational notices and the like), at its own discretion, in paper form, by sms or as an electronic letter, to one of the means of communication (post, telephone, email and the like) specified in the notice submitted by the Client to the Bank in accordance with the application for opening a bank account.

13.5. Where it is established that a payment register has been sent in error by the Client, the Client shall immediately notify the Bank thereof in writing.