

Appendix 9 Sample Form

**PUBLIC OFFER AGREEMENT FOR LEGAL ENTITIES AND BUSINESS ENTITIES
FOR OPENING BANK ACCOUNTS, RENDERING REMOTE BANKING SERVICES,
AND PROVISION OF CORPORATE CARDS**

Hereby, JSCMB "Ipoteka-bank" (hereinafter referred to as "Bank") and business entity (hereinafter referred to as the "Client") agreed to conclude this Public Offer Agreement (hereinafter referred to as "Agreement") to open bank account(s), remotely electronic banking services and provision of corporate bank cards for use in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan.

Submission of an application for opening a current account is a confirmation by the Client's consent to enter into this Agreement and Remote Service Agreement with the Bank on the terms, in the manner and to the extent set out in this Agreement.

The text of the Agreement will be posted on the Bank's official corporate website and in the Bank's offices.

1. TERMS AND DEFINITIONS

1.1 The following terms and definitions are used in this Agreement:

Bank account - an instrument for realization of relations arising between the Bank and the Client as a result of conclusion of the Agreement, according to this Agreement the bank undertakes to accept and credit funds received on the account of the Client (account holder), to execute the Client's instructions on transfer and disbursement of relevant amounts from the account and to execute other operations on the account.

Demand deposit (current) account - an account into which funds are deposited or transferred at the first request of Client.

Remote banking services - types of services using Internet Banking, Mobile Banking and SMS Banking systems.

Internet Banking service - an automated electronic system enabling the Client to perform financial transactions on the bank settlement account, allowing remote banking servicing of the settlement account.

Mobil banking service is an automated electronic system that allows the Client to remotely access the bank account using a cell phone or tablet running on iOS, Android or JAVA operating systems via the internet information and telecommunication network.

SMS-Bank - an automated electronic system that provides the Client with information on the status of bank accounts and transactions made on them to a cell phone or tablet in the form of SMS, via mobile communication.

Electronic document - a document registered in electronic format, i.e. a set of bytes in the form of a file with one or more records in the database, prepared using the system software, containing a payment order or other information about the Client, certified by electronic digital signature.

An Electronic digital signature (EDS) is a special modification of information in an

electronic document using the private key of an electronic document digital signature and the possibility of detecting an error in the information in an electronic document and authentication of an electronic document (confirming authorship and integrity) signature.

Suspicious transaction means a transaction that is in the process of preparation, execution or has already been executed, in respect of which the commercial bank in the process of internal control and has a suspicion of its implementation for the purpose of legalization of proceeds of crime, financing of terrorism and (or) financing of proliferation of weapons of mass destruction.

Client's employees - individual in an employment relationship with the Client.

Card accounts are transactions that can be made using plastic cards issued by the Bank.

Corporate card ("Card") is a card in national currency, a personal payment instrument for payment for goods and services, as well as business trips in the territory of the Republic of Uzbekistan, the collateral of which is the card account of the company. The Card is issued by the Bank, is the property of the Bank and is issued for temporary use for the period determined by the Bank. The use of the card are regulated by the legislation of the Republic of Uzbekistan and this Agreement.

Cardholder - is an employee of the Client, and the Bank issues the card in his/her name and for his/her benefit.

Card account is an organization's bank account where cardholder transactions are recorded.

Card report is a document prepared by the bank, which reflects card transactions made by the Client.

Spending limit - the card spending limit set by the organization for which card transactions can be made.

2. AGREEMENT SUBJECT

2.1. Based on the Client's application, this agreement regulates relations for opening the bank settlement accounts (hereinafter referred to as "account"), acceptance and crediting of funds received to the account of the Client (account holder), transfer and disbursement of the relevant amounts from the Client's account and other operations on the settlement account, cash services, provision of electronic banking services through a set of remote service programs, settlements through corporate (business) plastic cards in accordance with the requirements of the following documents.

2.2. Remote banking services provided by the Bank for the Client's settlement account opened with the Bank include the following:

- Provision of "Internet Banking" service to the Client for transfer and acceptance of electronic payment documents using functional capabilities systems "Internet Banking" via internet, provision service "Internet Banking" to carry out operations to obtain information in accordance with requests;
- Processing of electronic payment documents received by the Client through the "Internet Banking" system, in accordance with the requirements and regulations of the Central Bank of Uzbekistan for processing electronic payment documents;
 - Electronic exchange of instructions provided by the Client for transferring funds to the card account of the Client's employees of the Smart Vista payment system;
 - Remote provision of the "Mobile Banking" banking service for servicing the Client's settlement account by downloading the "Mobile Banking" application in operating systems "iOS", "Android" or "JAVA", using the information and telecommunication network of the internet, to the Client's mobile devices and/or tablet;
 - "SMS-bank" service is provided remotely to the Client's bank account by providing

information about transactions in the account in the form of SMS messages to the Client's mobile phone and/or tablet using the services of mobile operators. In this case, the Client will be automatically notified of every bank transaction carried out on his bank accounts through an SMS message.

2.3. The Client voluntarily chooses the above mentioned "Internet Banking", "Mobile Banking" and "SMS Banking" services.

2.4. The Client can access the "Internet Banking" system at www.ipotekabank.uz and get all necessary additional information about this service, as well as about the types of services "Mobile Bank" and "SMS Bank".

3. PROCEDURE AND PLACE FOR SIGNING THE AGREEMENT

3.1. The Agreement between the Bank and the Client shall be deemed concluded from the moment of Client's acceptance of the Agreement, including when the Client indicated in his application that he has read the terms of the offer and agrees, as well as from the moment the Client opens a bank account.

3.2. The Client shall accept this Agreement by submitting an application for opening a bank account.

3.3. The Agreement shall be concluded at the location of the bank where the Client has opened a bank account.

3.4. Performance of the actions specified in this Agreement:

- acceptance of this Agreement shall be recognized as confirmation of acceptance of this Agreement and confirmation of the Client's consent to sign the Agreement on the terms, in the manner and in the amount specified in this Agreement;
- means that the Client has accepted all the terms and conditions of the Agreement by accepting to their terms and conditions without any exceptions or limitations;
- unconditionally confirms that the Client has read all the terms and conditions of this Agreement.

3.5. Signing of the Bank Account Agreement by the Client means that the Client has received, read and agreed with the Compliance Clause (Appendix to public offer agreement) approved by the Bank.

4. OBLIGATIONS OF THE PARTIES

4.1. The Bank undertakes to:

4.1.1. Opening an account in national and/or foreign currency in accordance with the application and order of the Client, opening other necessary (for monthly salary, Pos - terminal, corporate card, pension and other purpose) accounts, as well as providing all settlement and cash services provided by the legislation, and carrying out settlement and cash operations in strict compliance with the current rules of cashless settlement in the territory of the Republic of Uzbekistan, including:

(a) verify the correctness of details and execution of documents, credit the funds received on the Client's account on the same day, if the payment document is received before 16.00 hours, in case of receipt of documents after 16.00 hours, credit the next banking day;

(b) execute the Client's orders to transfer funds from the Client's account to another account of other client, as well as, if funds are available on the account, to pay settlement documents not later than the day following the day when the relevant payment document is received by the Bank;

(c) according to the payment requests submitted by the Client, fulfill the task of collecting the funds belonging to Client from other legal entities and individual entrepreneurs within the framework of the law;

(d) accept and provide cash to the Client in cases stipulated by the current legislation or to credit to a plastic card on the basis of a separate agreement.

4.1.2. Provision of other services not directly related to settlement and cash services (lending, leasing, factoring, purchase, placement and storage of securities, plastic card services, trust and other services) shall be provided by the Bank on the basis of separate agreements with the Client.

4.1.3. To provide services to the Client in accordance with the Bank's established working hours.

4.1.4. Deducting funds from the Client's account on the day of receipt of settlement documents (payment requests) by the Bank only on the basis of the Client order or consent (with the exception of payment requests without acceptance). The Bank shall pay taxes and other mandatory payments, judicial enforcement documents, wages to employees and equivalent payments to the budget and state trust funds in the absence of funds or insufficient funds in the Client's account. places the payment documents, which are the basis for payment, as well as the payment requests that are paid without acceptance and accepted in Card File # 2.

In order to withdraw money from the accounts of Clients connected to the "Internet Banking" system, the bank sends the applications to the automated banking system in Card File # 1 for the Client's familiarization with the "Internet Banking" system.

Payment for accepted or partially rejected electronic payment requests from the Client via the "Internet Banking" system shall be made on the same day if the interbank payment term has not expired, in case the interbank payment term has expired payment shall be made not later than the next business day or shall be placed in Card File # 2.

If the Client fails to notify the Bank on its consent or full or partial refusal of payment within the established term, the payment request shall be accepted and payment shall be made by the Bank in accordance with the general procedure.

4.1.5. Bank to provide the Client with invoices, cash documents and other forms on the basis of payment.

4.1.6. At the Client's request, issue to the Client or the Client's authorized representative (on the basis of a power of attorney) account statements with attachment of necessary documents for a fee specified in Bank tariffs.

4.1.7. Maintain secrecy of the Client's account transactions. Without the consent of the Client, account transaction statements shall be provided to third parties only in cases stipulated by the current legislation.

4.1.8. To provide advice on other matters related to account(s), document circulation, and other matters related to providing cash services to the Client.

4.1.9. To ensure the safety of funds on the Client's account.

4.1.10. Ensure disbursement of funds for payment of wages, pensions and allowances if there are funds on the Client's account, as well as on the basis of an order for payment or transfer to a plastic card of individuals on the basis of a separate agreement.

4.1.11. At the Client's request, based on the bank tariff to assist on searching, finding and returning the Client's funds that have not been received for the intended purpose.

4.1.12. Registration and connection of the Client to the "Internet Banking" system.

4.1.13. Issuance of electronic key(s) and his/her electronic digital signature for temporary use by the Client.

4.1.14. To provide settlement services to the Client remotely and to conduct all settlement operations related to the banking system according to the Client's instructions, corresponding to the current legislation of the Republic of Uzbekistan.

4.1.15. To service Client during full operational working hours established in the Bank, except for holidays and weekends.

According to the Client's order, electronic payments must be made on the same day, if the relevant electronic document is received during the bank's operating day. If the payment is received after the end of the bank's operational day, the bank shall make the electronic payment not later than on the next banking day.

4.1.16. Timely servicing of Clients in accordance with the bank's regime: (except for online payments 24/7):

- Interbank electronic documents from 9:00 to 16:00;
- Within the bank documents from 9:00 to 17:00;
- Information on Client inquiries from 9:00 to 17:30.

4.1.17. Process incoming electronic inquiries within one business day if they do not contain errors resulting from a software failure.

4.1.18. Issuance of the Bank's corporate bank to the Client for use not later than 3 business days upon the Client's application.

4.1.19. Based on the Client's written request to provide a report on the corporate card account for a fee according to the Bank's tariff.

4.1.20. Fulfillment of other obligations imposed on banks in accordance with the current legislation.

4.2. The Client undertakes to:

4.2.1. To provide the Bank with the documents required for opening and maintaining operations on the account.

4.2.2. The Client gives its consents to open an account in national and/or foreign currency in accordance with the application and order of the Client, to open other necessary (salary, Post-terminal, corporate card, pension and special) accounts according to the instruction of the Central Bank of the Republic of Uzbekistan "On bank accounts in banks" № 1948 in accordance with paragraph 18.

4.2.3. Comply with the terms of this Agreement and with the Bank's work procedure, formalization and submission of payment documents. To fulfill the requirements of the current regulatory documents of the Central Bank of the Republic of Uzbekistan.

4.2.4. Independently familiarize yourself with official information, particularly, about changes made to the tariffs for banking services (announcement stand, banking website www.ipotekabank.uz, etc.).

4.2.5. If funds are available on the account and in accordance with the calendar schedule for receipt of wages, pensions and benefits, provide the Bank with a cashier's check (indicating that there are no debts to the State Tax Service and other funds from the monthly salary to receive cash for the day, as well as a payment order with a register (the list of employees) for transfer to plastic card(s) on the basis of a separate agreement.

4.2.6. Transfer cash receipts to the bank in accordance with current procedures.

4.2.7. To have sufficient cash balance on the main demand deposit account to make payments and pay the Bank's commissions.

4.2.8. Within two working days starting from the day of receipt of your account statement (or receipt of information about the status of your account), inform the Bank about the receipt of other (foreign) funds on your account.

4.2.9. Ensure availability of funds on the main demand deposit account to secure mandatory payments. In case of overdue monetary liabilities on the primary demand deposit account (Card File # 2), transfer all monetary funds from all secondary demand deposit accounts to the primary demand deposit account.

4.2.10. To pay commissions for the Bank's services in accordance with the procedure established in Section 6 of this Agreement.

4.2.11. Submitting to the Bank all documents related to export-import operations carried out under Agreements concluded with foreign entities, as well as information and all

documents related to other practices, the supervision of which is entrusted to the Bank by law.

4.2.12. Within five days, inform the Bank in writing of any changes to its name or subordination, address, telephone number, e-mail address (other means of communication) and other details defining the Client's status.

4.2.13. Strictly comply with the requirements of the legislation when carrying out cash transactions in cash office, ensure the targeted use of funds received from the Bank's cash office. Transfer deposited wages, pensions and allowances to the cash office of the bank no later than the fourth day of the day of receipt of cash from the bank for these purposes.

4.2.14. The Client shall provide all necessary documentation to identify other participants in its transactions.

4.2.15. The Client resolves conflicts without the Bank's involvement, in case of established restrictions by third parties.

4.2.16. At the moment of connection to the "Internet Banking" system, the Client shall familiarize himself/herself with the electronic payment requests received through the system, as well as within three business days accept or fully or partially refuse to accept the electronic payment request and notify the Bank thereof through the "Internet Banking" system.

4.2.17. Appointment of a permanent responsible person on behalf of the Client, user of remote banking services, for issuance of an electronic key in his/her name.

4.2.18. Provide information to the Bank on the Client's responsible person for registration in the "Internet Banking" system and receipt of the electronic key in accordance with the Bank's forms.

4.2.19. Compliance with the working procedure established in the Bank and the working procedure of the Internet-bank" system.

4.2.20. Upon the Bank's request, provide necessary information concerning its financial and economic activities related to payments made through the "Internet Banking" system.

4.2.21. Compliance with the current legislation of the Republic of Uzbekistan and all requirements of this Agreement.

4.2.22. Ensuring compliance with the minimum technical requirements for the use of the "Internet Banking" system, i.e.:

- Have a PC with a USB port and Windows XP SP2 operating system;
- Have access to the Internet;
- Availability of equipment for printing documents;
- Availability of Internet Explorer v6.0 software available on the PC.

4.2.23. Use the electronic key (keys) issued by the Bank only for working in the "Internet Banking" system.

4.2.24. Specify all details of electronic documents correctly and accurately.

4.2.25. Be fully responsible for all electronic payment documents signed by the Client's Digital Electronic Signature using the electronic key(s) issued by the Bank.

4.2.26. In case of loss or malfunction of the electronic key(s), notify in writing the responsible person of the Bank and the administrator of the "Internet Banking" system on the same day. In case of loss or malfunctioning of the received electronic key(s) (physically or programmatically), the Client receives a new electronic key to replace the lost or malfunctioning electronic key after paying the amount of the established fine according to the Bank's tariff.

4.2.27. Do not transfer the received electronic key (with electronic digital signature), password for access to the systems "Internet Bank" and "Mobile Bank", as well as the mobile device in which the system "Mobile Bank" is installed to third parties.

4.2.28. Notify if the bank account and/or phone number changes.

4.2.29. To assume the risk of spreading SMS message data from the phone device to third parties.

4.2.30. Do not object to the bank if SMS messages are not received due to a malfunction of the phone device and/or phone operator.

4.2.31. In case of termination of the employment contract with the Client's responsible person or changes in his/her job duties or any other changes, notify the Bank in writing within 3 working days. If the Client changes the responsible person and does not notify the Bank of this change within the term specified in this clause of this Agreement, the Bank shall not be liable for the non-transferred electronic key to another person (changed responsible person).

4.2.32. If the Client does not use the "Internet Banking" and "Mobile Banking" systems for 6 months without a reason, ensures the return of the electronic key(s) to the Bank in the following manner in full and in working condition within 3 working days together with the attached electronic digital signature.

4.2.33. Upon termination of the Agreement, return the electronic key (keys) to the Bank in its entire form and in working condition together with the electronic digital signature for disconnection from the "Internet Banking" system.

4.2.34. Fulfilling other obligations in accordance with applicable laws.

4.2.35. Provide additional information and documents to study transactions for the presence of restrictive measures (sanctions) in relation to the client or within the framework of the relevant transactions.

5. RIGHTS OF THE PARTIES

5.1. The Bank shall have the right to:

5.1.1. Unilaterally amend the Bank tariffs for banking services.

5.1.2. Refuse to perform settlement and cash transactions if there are facts indicating that the Client has violated the current legislation and regulatory documents of the Central Bank of the Republic of Uzbekistan, including the execution of settlement and cash documents and the deadlines for their submission to the Bank.

5.1.3. Use the Client's free funds available on the bank account as a source of financial resources, guaranteeing their availability in case of claims to the account and the right off by account holder for freely dispose of these funds within the limits of the amounts on the account.

5.1.4. Write off the Client's funds without its consent on payments to the budget income, budgetary funds, and in other cases provided by the current legislation of the Republic of Uzbekistan.

5.1.5. claim of return of the amount erroneously transferred to the Client's account, with proof of improper transfer of funds by the payer, is made by making a corrective accounting entry without the Client's consent.

5.1.6. Refuse execution of transaction in case of obvious doubt in the authenticity of settlement and cash documents, notifying the Client's officials who have the right of first and second signature.

5.1.7. If there is a Card File No. 2 on the Client's main deposit account, credit funds from the Client's secondary accounts to the main current account until the full fulfillment of his monetary obligations in accordance with the legislation of the Republic of Uzbekistan and the requirements of the Central Bank of the Republic of Uzbekistan.

5.1.8. to provide information about the Client and its managers/founders to the relevant authorities in accordance with the laws "On Banking Secrecy" and "On Combating Money Laundering and Terrorism Financing".

5.1.9. Suspend movement of funds on the Client's account(s), in case of arrest of balances on all accounts, according to the resolution of the body of inquiry and preliminary investigation or court ruling.

5.1.10. Refuse to execute payment instructions from the Client's account in case of failure to provide the necessary documents for identification. Except for transactions on crediting funds received to the Client's account(s).

5.1.11. To apply to the relevant authorities for clarification (verification) of information (documents) in case of doubts about the reliability (authenticity) of the information (documents) received from the Client.

5.1.12. In case of doubts about the authenticity of the documents submitted by the Client or other necessity, the Bank shall have the right to request the original documents for review. The Bank shall have the right to request additional information in case of revealing signs of doubtful transactions performed on the Client's accounts.

5.1.13. If suspicious and/or questionable transactions are detected, contact the Client to obtain additional information about the transaction.

5.1.14. Refuse the Client to execute transactions in case of:

- absence at its legal address (postal address) of the management body of the legal entity
or person authorized to act on behalf of the legal entity without a power of attorney;
- providing knowingly unreliable documents requested in accordance with the law;
- in other cases, stipulated by law.

5.1.15. If restrictive measures (sanctions) are introduced in relation to the Client and/or a participant in the Client's transaction or the corresponding transaction or there is a risk of introducing such measures (sanctions), request additional information in order to study the transaction, limit the amount of the transaction, limit the execution of the transaction or refuse to provide services, and unilaterally terminate the contract with the Client in cases where the operations performed do not correspond to the Client's questionnaire.

5.1.16. Refuse to accept for execution electronic documents of the Client prepared in violation of the current legislation of the Republic of Uzbekistan.

5.1.17. In case of technical disputes between the Bank and the Client, to check the Client's equipment connected to the "Internet Banking" system.

5.1.18. If the Client violates any other terms and conditions of this Agreement, the Bank shall immediately terminate provision of remote banking services to the Client.

5.1.19. If the Bank discovers a suspicious transaction by the Client, the Bank shall suspend provision of remote banking services to the Client until receipt of a written explanatory letter from the Client on the legality of the transaction.

5.1.20. Suspend the provision of remote services to the Client if there are doubts/suspicions regarding operations carried out by the Client or persons authorized by the Client to conduct operations, until the circumstances of such operations are established.

5.1.21. The Bank may have other rights under applicable law.

5.2 The Client has the right to:

5.2.1. The Client is entitled to familiarize with this Agreement.

5.2.2. Dispose of funds available in account(s) independently, unless otherwise provided for by the current legislation. The Client is responsible for the legality of all operations performed on the bank account received from the Client's request.

5.2.3. To give orders to the Bank for settlement and cash services, to make requests for collection, to demand timely fulfillment of orders.

5.2.4. Receipt of cash or transfer to a plastic card on the basis of a separate agreement, within the limits of funds on the account, for payment of wages, pensions and

other payments provided for by the current legislation, in accordance with the calendar schedule.

5.2.5. To demand in accordance with the established procedure reimbursement of losses incurred through the fault of the Bank.

5.2.6. If necessary, receive information from the Bank about the rules on non-cash settlements and amendments to these rules.

5.2.7. Receive information about banking services and tariffs.

6. AMOUNT AND PROCEDURE OF PAYMENT FOR BANK SERVICES

6.1. By signing this Agreement, the Client confirms full familiarization with the Bank's services, including the Bank's tariffs.

6.2. The Client shall be charged a fee for the providing banking services in accordance with the Bank tariffs.

6.3. The fee for the bank's services is charged from the funds in the Client's account at the time as the bank operation is being performed, in the amounts specified in the Bank tariffs effective on the day of the bank operation.

6.4. The Bank announces changes in the terms and conditions of the services provided, including bank tariffs on the Bank's official website (www.ipotekabank.uz), as well as on information stands at least 10 days before they come into force.

6.5. If the Client, due to failure to fulfill its obligations specified in this Agreement or being unaware of changes made to bank tariffs due to other reasons beyond the control of the Bank, does not prevent the Bank from charging the Client for the changed tariffs.

7. TERMS OF ISSUANCE AND USE OF CORPORATE CARDS

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

- Application;
- List of employees signed and approved by the head of the organization and the chief accountant.

- A copy of the passport of each named employee.

7.2. The Card is issued by the Bank directly to the Cardholder 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 (cardholder), the Client shall be liable for all transactions made with the use of the Cards.

7.4. Initial crediting of funds to the card account is made in accordance with the card terms and conditions provided by the Bank's tariffs.

7.5. Funds deposited on the card account can be used only on the territory of the Republic of Uzbekistan for the following non-cash payments:

- For non-cash payment of expenses related to sending the Client's employees on business trips within the territory of the Republic of Uzbekistan;
- Carrying out non-cash settlements on the main type of Client's activity;
- Carrying out non-cash settlements for the Client's business activities;
- For cashless payment of hospitality expenses in the territory of the Republic of Uzbekistan.

The above operations shall be performed in accordance with the current legislation of the Republic of Uzbekistan, regulations of the Central Bank, terms and conditions of this agreement and rules established by the bank for operations on the specified types of accounts.

7.6. The card cannot be used to issue wages and social payments.

7.7. In case of loss of the card, the Client shall immediately notify the Bank about the suspension of the card in accordance with the established procedure.

7.8. Upon expiration of the card or the Bank's written request to return the card, the Client must ensure that the card is returned to the Bank within seven calendar days.

7.9. Upon termination of the employment contract with the Cardholder, the Client shall ensure that the Card is returned to the Bank not later than on the date of termination of the employment contract with the employee.

7.10. If you find a previously lost Card, you must immediately notify the Bank and return the Card to the Bank within three business days.

7.11. The Client notifies the Cardholder of the amount of the credit to the card.

7.12. The Client controls the transfer by the Cardholder of reports on transactions made by means of the card to the Client's accountant for storage.

7.13. In case of double crediting of funds to the Card due to technical failures (disconnection, blocking of the card, expiration of the card, etc.), the Client must immediately notify the Bank of crediting the excess funds.

7.14. The Bank shall not be liable to the Client for settlements with the Card in the following cases:

- When the Client violates the rules and procedures set out in this Agreement when making transactions via the Card;
- If there is no documentation or information about the Client's payment.
- When the Client takes illegal actions.

8. LIABILITY OF THE PARTIES

8.1. For non-fulfillment and/or improper fulfillment of obligations under the Agreement the parties shall be held liable in accordance with the current legislation.

8.2. The Bank is responsible for the operations carried out through the Client's account on timely and in the prescribed manner.

8.3. For providing invalid documents or information to the Bank, as well as for non-fulfillment of other terms of this Agreement (with the Bank confirming the Client's guilt on the basis of documents), the Client shall pay a fine to the Bank in the amount of ten times the amount of the basic esteemed value.

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

8.5. The Client is responsible for the legality of transactions and the use of funds for a purpose strictly defined by law. Fines (penalties) applied to the bank in connection with the Client's operations shall be reimbursed to the bank by the Client.

8.6. The Bank is not responsible for the calculation and collection of fines due to the Client's non-fulfillment or non-fulfillment of Agreement obligations.

8.7. The Client is responsible for the formalization of payment documents and the correctness of the information in them, payments confirmed by his/her electronic digital signature.

8.8. The Client is responsible for correct acceptance or rejection of electronic applications sent through the "Internet Bank" system.

8.9. The Bank shall not be held liable for non-performance (or inability to perform) of its obligations under this Agreement as a result of the following circumstances:

- Force majeure case, interruptions in the electricity network or technical interruptions in the interbank electronic payment system (switching to another type of electronic payment system, testing and implementation of new programs, other non-bank operations circumstances) when they arise;
- When it is determined that the payment documents submitted by the Client do not meet the requirements of legal documents and are not executed;
- When operations on the Bank's or Client's account are suspended in accordance with

the procedure established by the current local legislation;

- When the set of technical requirements are violated by the Client;
- When errors and inaccuracies are made in the Client's electronic documents;
- When banking operations are performed automatically by the Client through electronic documents issued through the remote banking system.

8.10. Collection (payment) of fines as a result of non-fulfillment or improper fulfillment of the terms of this Agreement does not exempt the parties from fulfilling their obligations.

9. FORCE MAJEURE

9.1. After the concluding this Agreement, in case of natural disasters, in the form of floods, fires, earthquakes, embargoes, hostilities, epidemics, the parties shall be released in full or in part from the fulfillment of obligations under this Agreement.

9.2. The Party shall notify the other Party in writing of the occurrence of force majeure circumstances and their termination within 3 banking days from the date of occurrence or elimination of these circumstances.

9.3. If force majeure circumstances are not eliminated within 30 days, the parties have the right to terminate this Agreement early.

10. THE TERMS OF THE AGREEMENT, THE PRECEDURE FOR ITS AMENDMENT AND DISTRIBUTION

10.1. This Agreement shall come into force from the date of acceptance of this Agreement in written form, and the term of validity of the Agreement is unlimited.

10.2. All amendments and additions to this Agreement shall be made by additional agreement by the parties in writing.

10.3. This Agreement shall be terminated at the Client's request, provided that there are no outstanding obligations to the Bank, of which the Client shall notify the Bank in writing month in advance.

10.4. Within 7 days from the day of termination of the Agreement, the Bank shall close the Client's account and transfer the balance of funds to another account according to the Client's written application. If within 7 days from the date of termination of the Agreement the Client has not submitted a written instruction to transfer the balance of funds to another account, the Bank shall unilaterally stop accepting the Client's settlement documents and checks for execution.

10.5. At the request of the Bank, this Agreement may be terminated through the court in the following cases:

- if the Client's funds kept on the account are less than the minimum balance stipulated by the banking regulations, if such amount is not replenished within one month from the date of notification thereof by the Bank;
- when transactions on this account are not performed during one year.

10.6. Termination of this Agreement is grounds for closing the Client's account.

11. OTHER TERMS OF AGREEMENT

11.1. In case of any disputes between the Bank and the Client regarding the execution of this Agreement, the parties shall take all measures to resolve them through negotiations between them. In order to resolve a dispute under this Agreement, the parties shall send their claims (demands) to the other party in writing.

11.2. Disputes and disagreements, on which the Parties have not reached an Agreement, shall be resolved in the economic court in accordance with the current legislation.

11.3. Disputes between the Client and third parties shall be considered by themselves

without the involvement of the Bank.

11.4. All issues not settled by this Agreement shall be resolved in accordance with the current legislation.

11.5. The procedure for conducting operations on the Client's account shall be established by regulatory documents of the Central Bank of Uzbekistan, which are considered binding for both parties of Agreement.

11.6. This Agreement has been formalized by the Bank in form of Public Offer. In the absence of defining the terms and conditions in relation to some services shall be considered null and void on the part of the Bank.

11.7. The terms of this agreement supersede any other agreement between the parties governing bank account services. Any agreement between the Bank and the Client that significantly differs from the provisions of this Agreement is considered invalid.

11.8. The Bank, at its discretion, may send to the Client notices (demands, warnings, information data, etc.) in the form of paper, SMS or e-mail, the sending of which is the responsibility of the Bank under this Agreement, using one of the means of communication (post, telephone, e-mail, etc.) specified by the Client in the relevant application for opening bank account.

11.9. If a statement sent by the Client is found to be incorrect, the Client shall immediately notify the Bank thereof in writing.

XII. BANK DETAILS

Name: Head office of JSCIB "Ipoteka-bank"

Address: Tashkent city, Shakhrisabz street, 30

INN: 202858483

MFO: 00937

License: No. 74 dated December 25, 2021

Website: www.ipotekabank.uz

COMPLIANCE CLAUSE

1. PURPOSE AND DEFINITIONS

1.1 The purpose of this Compliance Clause (**Hereinafter - the "Clause"**) is to exclude compliance risks for the parties to the Agreement arising in the areas of "Anti-money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction" (Hereinafter - "**AML/CFT/WMD proliferation**"), "Anti-bribery and corruption" (Hereinafter - "**ABC**"), "Sanctions and export control measures" (Hereinafter - "**Sanctions**").

Money laundering - making the possession, use or disposal of money or other property obtained as a result of committing an offense lawful.

Terrorist Financing - the provision of funds or financial support to terrorists and terrorist activities.

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

Bribery - the giving, promising or authorizing, receiving or transferring of value with the purpose of influencing the recipient and obtaining from him/her unlawful actions, or situations when acceptance of benefit by the recipient is unlawful.

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

Sanctions List - a register of individuals and/or entities, territories, countries, goods and services subject to sanctions.

Export Control means laws or regulations relating to the regulation of the import, export, re-export, transfer, release, shipment, transfer or any submission or receipt of goods, technology, technical data, software or services, and any laws or regulations of a similar nature applicable to and enacted by governmental authorities.

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

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

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

Customer means a party, legal or private person defined in the Agreement with JSCMB "Ipoteka-Bank" (hereinafter referred to as "the Bank") to whom these Compliance Provisions apply.

Affiliate - an individual or legal entity that can influence the client's activity.

Correspondent Bank - a bank that has business relations with JSCMB "Ipoteka-Bank" and performs 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 Reservation, the Bank shall comply with the Legislation of the Republic of Uzbekistan and adhere to international standards.

2.2. The following documents shall apply to the local requirements:

- Criminal Code of the Republic of Uzbekistan.
- Law "On Combating Corruption".
- Law "On Combating Legalization of Proceeds of Crime and Financing of Terrorism".
- "Internal Control Rules on Combating Money Laundering, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction in Commercial Banks" No. 2886 dated 23.05.2017.
- The Bank's procedures in the areas of AML/CFT/WMD proliferation, SCC and Sanctions.

2.3 International Standards include the following documents:

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

3. INTERNATIONAL SANCTIONS

3.1. For the purposes of these Business Regulations International Sanctions mean financial and material restrictive measures, economic, trade restrictions and embargoes imposed or enforced by the United Nations Security Council, the European Union, the United States Treasury Department's Office of Foreign Assets Control (OFAC), the United States Department of State, the United States Department of Commerce (Bureau of Industry and Security), the competent office of the United Kingdom or any other sanctioning authority concerned.

3.2. For the purposes of this Section "Person" means any public or private entity, including, without limitation, any government, individual or legal person or entity without legal personality.

3.3. For the purposes of these Business Regulations "Person Subject to Restrictive Measures" is an entity/person subject to an International Sanction, including, without limitation:

a) Persons subject to a Sanction imposed by a relevant U.S. department or agency (including those on OFAC's "Specially Designated Nationals And Blocked Persons" or "Foreign Sanctions Evaders" lists), or persons owned fifty percent (50%) or more by one or more such Persons; or

b) Persons subject to financial and property restrictive measures imposed by the European Union (on the EU Consolidated Sanctions List); or

(i) Person(s) owned or controlled¹ by one or more of such Person(s) to the extent of fifty percent (50%) or more, or

(ii) any Person acting on behalf of or under the direction of such Person

c) Persons under financial and asset restraint measures imposed by the UN Security Council;

d) Persons under financial and asset restraint measures imposed by the UK HM Treasury;

e) a Person established, licensed or who is a national (resident) of a country or territory subject to comprehensive sanctions (including without limitation Burma / Myanmar, Crimea, Cuba, Iran, North Korea, Sudan, Syria, and Venezuela, but taking into account any changes that may occur over time).

3.4. The Client represents that neither the Client, nor its owners (including in particular its beneficial owners), its 50% owned or controlled subsidiaries (collectively for the purpose of this Section, the "Entity"), nor any director, officer, employee, agent, subsidiary of any Entity or the Client's representative

i) is a Person which Person or Person's owner or controlling beneficiary, is a Person Subject to Restrictive Measures,

ii) will deposit in its payment accounts with the Bank or as a fixed-term deposit any amount that is owned or controlled by a Person Subject to Restrictive Measures, or directly or indirectly from a Person Subject to Restrictive Measures, or from a country or territory as defined in Section 3.3 (e) above that was under a comprehensive International Sanction at the time of the acquisition of the funds.

3.5. The Client undertakes not to use, lend, pay, contribute or otherwise make available or make accessible, directly or indirectly (in whole or in part), any financing received from the Bank, furthermore it will not give payment orders in respect of its payment accounts held at the Bank

a. for the purpose of financing trade or business or other activity involving or for the benefit of any Person who is subject to an International Sanction at the time of such financing or activity and during the period of their contractual relationship with the Bank, or is in or directed toward any country or territory, as defined in Section 3 sub-clause e) which was subject to an International Sanction applicable to such country or territory at the time of such financing or activity and during the period of its contractual relationship with the Bank; or

b. in any other manner that results or would result in a violation of an International Sanction, or

c. to conduct any transaction that directly or indirectly evades or circumvents any International Sanctions or would directly or indirectly aim to evade or circumvent any International Sanctions (including, without limitation, where the Client (or any related Entity) is acting on behalf of or for any Person Subject to Restrictive Measures).

3.6. The Client undertakes that if the Bank suffers any damage as a result of any criminal or other official proceedings pending or to be instituted in the future against the Client or a related Entity, the Client shall indemnify the Bank for any damage resulting from such proceedings.

3.7. The Bank has the right to verify, both before and after the conclusion of the contract, that the Customer complies with the provisions of this Section to facilitate the Bank's right to audit, the Client undertakes to submit all requested instruments and information requested by the Bank (including data and information necessary to assess being subject to International Sanctions, in particular any transactions that may be affected and the participants thereof) within the time limit specified by the Bank.

3.8. The Bank has the right to terminate with immediate effect the contracts covered by this Clause, as well as the loan agreements for the issue of guarantees if any of the Client's representations in relation to International Sanctions, when made or during the term of the agreements concluded between the Client and the Bank is (i) incorrect, (ii) false or (iii) misleading, or if the Client fails to comply with its obligations in relation to an International Sanction (including in particular but not limited to a breach of its obligation vis-a-vis the Bank to provide information or a failure to exercise the Bank's right to audit).

4. CUSTOMER'S ASSURANCE

4.1 Upon entering into a contractual relationship with the Bank, the Client certifies to the Bank that he/she/it will comply with the Legislative Documents referred to in clause 2.2 and the

international standards referred to in clauses 2.3 and 3.1-3.8 of this Clause, 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 an employee of the Bank; does not accept a bribe from an employee of the Bank;
- does not offer or provide a bribe to third parties on behalf of the Bank;
- does not enter into agreements or perform banking transactions with a party that is on the sanctions list within the framework of contractual relations with the Bank;
- does not enter into agreements or perform 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 bank transactions with third parties for goods and services subject to export control;
- does not conduct banking transactions through banks that (including their affiliates) are on the sanctions lists;
- ensures full and transparent provision of documents and information on transactions, contracts, parties to transactions, goods and services, and movements of funds within the framework of contractual relations with the Bank;
- does not intend to carry out any illegal operations contrary to the Legislation of the Republic of Uzbekistan and international standards;
- releases the Bank from its responsibility to compensate for damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and expenses) arising from the Client's failure to comply with this Disclaimer.

5. RIGHTS OF THE BANK

5.1 If the Customer violates the requirements of this Clause, the Bank shall be entitled to unilaterally terminate the contractual relations with the Customer without any liability.

5.2 If there is a risk of sanctions or other restrictive measures being applied to the Bank by correspondent banks, the Bank shall be entitled to refuse to open an account and perform banking operations.