

**Public Offer Agreement  
for the Provision of Services to Corporate Customers through the SMS-Banking  
Information System**

1. This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) and defines the standard terms, conditions and procedure for supporting corporate customers of the Bank (hereinafter referred to as the Customer) when providing them with services through the SMS-Banking information system.
2. In accordance with paragraph 2, Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), if the conditions set out below are accepted and an Application for accession to the Agreement and connection to the SMS-Banking System is submitted to the Bank, a corporate client who accepts this offer shall become the Customer (in accordance with Part 4, Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer shall be an equivalent to executing an agreement under the terms and conditions set out in the offer), and the Bank and the Customer/Client jointly shall be referred as the Parties to this agreement.
3. In connection with the above, carefully read the text of this public offer and familiarize yourself with the Bank's tariffs. If you do not agree with any point of the offer, the Bank invites you to refuse to use the services.

**1. DEFINITIONS**

- 1.1. **Offer** means this document "Public Offer Agreement for provision of services to a legal entity through the SMS-Banking System.
- 1.2. **Offer acceptance** means full and unconditional acceptance of the offer by the Customer carrying out the actions specified in clause 3.1 hereof.
- 1.3. **Customer/Client** is an entity who accepted the offer and is thus the customer of the Bank's services under the executed Offer Agreement.
- 1.4. **Offer Agreement** is an agreement between the Bank and the Customer for the provision of services to a corporate customer through the SMS-Banking System, which is signed by accepting the offer.
- 1.5. **"SMS-Banking" system** (hereinafter referred to as the "System") is a banking application that allows the Customer to receive SMS messages and/or Telegram messages with notifying and informational nature, where the customer is registered.
- 1.6. **SMS message** is a short message sent to the Customer's mobile phone number with specific wording of a notifying and informational nature;
- 1.7. **Telegram message** is a message sent to the Customer via the Telegram messenger with specific wording of a notifying or informational nature.
- 1.8. **Blocking the "SMS Banking" service** is blocking the service of providing SMS messages and/or Telegram messages to the Customer's mobile phone number;
- 1.9. **Service** means provision by the Bank of SMS messages and/or Telegram messages through the SMS-Banking System of a notifying and informational nature based on and in accordance with this Agreement;
- 1.10. **Third party** is an individual not related to the Agreement.

**2. GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICES BY  
THE BANK TO THE CUSTOMER**

- 2.1. To connect to the “SMS-Banking” service, the Customer must have an account(s) with the Bank and a valid mobile phone number of operators in the Republic of Uzbekistan;
- 2.2. Delivery of SMS messages and/or Telegram messages to the Customer’s mobile phone number is performed 24-hours;
- 2.3. The Bank shall not provide services and assume obligations under this Agreement until the Customer signs the “Application for joining the Agreement and connecting to the SMS-Banking System” (Annex No. 1), which is an integral part of this Agreement.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1. The terms and conditions of this Agreement are defined in a standard form and can be accepted by the Customer by signing the “Application for joining the Agreement and connecting to the SMS-Banking System” (Annex No. 1). Acceptance by the Bank of the Application for accession to the Agreement and connection to the SMS-Banking System shall mean the Customer’s accession to this Agreement as a whole. The Agreement shall be considered executed from the day the Customer signs the “Application for joining the Agreement and connecting to the SMS-Banking System (Annex No. 1) and its acceptance by the Bank. The service shall be provided by using the following types of messages at the Client’s choice:

**Notifications** - SMS message and/or Telegram message about changes in the balance of funds in the Customer’s bank account(s);

**Notifications at the Customer 's request** - SMS message and/or Telegram message at the Customer's request about the balance of funds on the accounts specified in the Application for joining the Agreement and connecting to the SMS-Banking System (Annex No. 1) and/or in the Application to change details in the SMS-Banking System (Annex No. 3), as well as on transactions on the account(s) for the current day;

**Informational** means messages from the Bank of an informational nature (about new services, new tariffs, etc.).

- 3.2. The Bank shall provide the service for bank accounts specified in the applications that are an integral part of this Agreement (Annexes No. 1, 3).
- 3.3. The Customer shall, by signing the Application for Accession (Annex No. 1) to this Agreement, grant the Bank the right, without any additional consent of the Customer, by directly debiting the Customer’s bank accounts opened with the Bank, writing off the fees in accordance with the approved tariffs of the Bank.
- 3.4. By signing the Application for joining the Agreement and connecting to the SMS-Banking System, the Customer confirms that:
  - 3.4.1. he is familiar with the Instructions for working with the SMS-Banking Information System of "ASIA ALLIANCE BANK" JSCB (Annex No. 5) before signing the Application;
  - 3.4.2. he received information about the Bank's Tariffs, terms and conditions for the provision of services in the SMS-Banking System, terms and conditions for connection to the SMS-Banking System, registration conditions, the required list of documents, operating mode of the SMS-Banking System, possible risks in case of failure to fulfil obligations under the Agreement, as well as the rights and obligations of the Parties and their liabilities.

### **4. RIGHTS AND OBLIGATIONS OF THE BANK**

- 4.1. **The Bank shall:**

- 4.1.1. connect a mobile phone number to the System according to the accounts specified by the Customer in the Application for joining the Agreement and connecting to the SMS-Banking System (Annex No. 1) and/or in the Application for changing details in the SMS-Banking System (Annex No. 3 ) which are an integral part of this Agreement.
- 4.1.2. at the written request of the Customer, provide information on SMS messages and/or Telegram messages sent to him, but no more than 1 (one) month from the date of sending the last message;
- 4.1.3. advise the Customer on obtaining information regarding the SMS Banking service;
- 4.1.4. maintain the technical capabilities of the system at an appropriate level;
- 4.1.5. carry out prompt blocking of the Service based on a written Application (Annex No. 4) submitted to the department of the Bank where the Customer was registered (according to the established operating hours) in the manner established by the relevant documents of the Bank in the event of loss of a mobile phone and/or SIM card by the Customer;
- 4.1.6. unblock the service based on a written Application from the Customer in the case where the service was blocked in accordance with clause 4.1.5 hereof (Annex No. 4);
- 4.1.7. disconnect the Customer from the service based on the Customer's written application (Annex No. 2) no later than 3 (three) business days from the date of receipt of the application.

**4.2. The bank shall be entitled to:**

- 4.2.1. unilaterally make changes to the Tariffs for the Bank's services and this Agreement in the manner established in clause 6.3 hereof.

If the Customer does not agree with the changes and amendments made, the Customer has the right to terminate this Agreement by submitting an Application for disconnection from the SMS-Banking System service (Annex No. 2).

In case of failure to submit to the Bank within 10 (ten) calendar days from the date of posting the Agreement and/or Tariffs in a new version on the website [www.aab.uz](http://www.aab.uz), an application for disconnection from the SMS-Banking System service (Annex No. 2), this Agreement in the new version shall be considered accepted by the Customer by joining to it as a whole;

- 4.2.2. in the manner provided for in clause 3.3., write off the amount of the fee for the service provided.

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

**5.1. The Customer shall:**

- 5.1.1. have a mobile phone, which mobile number will receive SMS messages and/or Telegram messages;
- 5.1.2. generate requests for receiving SMS messages and/or Telegram messages in accordance with the requirements of the Instructions for working with the SMS-Banking information system of ASIA ALLIANCE BANK;
- 5.1.3. not to transfer to third parties, not to copy or correct information received through the SMS-Banking service;

- 5.1.4. pay the Bank a fee for the service in accordance with the current tariffs of the Bank in the manner prescribed by this Agreement, for which purpose maintain a balance of funds in the account(s) sufficient to pay the Bank's fee;
- 5.1.5. notify the Bank to make appropriate changes based on the Application (Annex No. 3) in case of changes in the Customer's data specified in the application for joining the Agreement and connection to the SMS-Banking System (Annex No. 1);
- 5.1.6. in case of loss of a mobile phone and/or SIM card, immediately notify the Bank of the temporary blocking of the service by written request (Annex No. 4).

**5.2. The Customer shall be entitled to:**

- 5.2.1. change the mobile phone number in the System to provide the service, based on the provided written Application for changing details in the SMS-Banking System (Annex 3);
- 5.2.2. change or add the list of accounts for which the service must be provided, specified in the Application for joining the Agreement and connecting to the SMS-Banking System, based on the provided written Application for changing details in the SMS-Banking System (Annex No. 3);
- 5.2.3. change or add the list of accounts to write off the fees for the service provided, specified in the application for joining the Agreement and connecting to the SMS-Banking System on the basis of submitted written Application for changing details in the SMS-Banking System (Annex No. 3);
- 5.2.4. refuse the Service by submitting an application for termination of the Agreement for the provision of services through the SMS-Banking System and disconnection from the SMS-Banking System service (Annex No. 2).

## **6. PAYMENT PROCEDURE**

- 6.1. The fee amount for the Service shall be set by the Bank's tariffs.
- 6.2. The Bank shall notify the Customer about changes in tariffs and terms and conditions of this agreement no later than 10 banking days before the changes come into force by posting information about the changes and amendments made on information boards in the Bank's departments, on the official website [www.aab.uz](http://www.aab.uz) or by sending an SMS message and/ or Telegram messages at the Bank's choice.
- 6.3. Payment of the fee shall be made by the Bank debiting the required amount from the Customer's account(s) without acceptance. The Bank shall make the debit on the last working day of each month for which payment is made.
- 6.4. If there are no funds in the Customer's account(s) with the Bank sufficient to pay the fee on the day of debiting (that is, on the last working (banking) day of the month for which payment is made), the Customer shall be considered to be overdue in fulfilling the obligation to pay the fee.

## **7. LIABILITIES OF THE PARTIES**

- 7.1. The Bank shall be not liable for:
  - 7.1.1. failure to provide the service due to the lack of information about changes in the Customer's details specified in the Application for joining the Agreement and connecting to the SMS-Banking System (Annex No. 1) and/or in the Application for changing details in the SMS-Banking System (Annex No. 3);
  - 7.1.2. failures in the operation of the mobile operator(s);

- 7.1.3. access to information sent by third parties in case of loss or theft of a phone, SIM card, etc.;
- 7.1.4. failure to deliver SMS messages and/or Telegram messages to the Customer's mobile phone number, if from the time the SMS message and/or Telegram message is sent, the Customer's mobile phone was turned off for more than 24 hours, was out of the network area, etc.;
- 7.1.5. disclosure by the Customer of transmitted information contained in an SMS message and/or Telegram message to third parties;
- 7.2. The SMS Banking service for the Customer's bank accounts is not provided to third parties acting based on a power of attorney.
- 7.3. The Customer shall be liable for:
  - 7.3.1. access to information sent by third parties;
  - 7.3.2. timely notification of the Bank in case of loss or theft of a phone, SIM card, etc.;
  - 7.3.3. timely notification of the Bank about a change in mobile phone number.
- 7.4. The terms and conditions of this Agreement may be unilaterally changed by the Bank in the event of corresponding changes in the legislation of the Republic of Uzbekistan, including banking legislation regarding the regulation of relations under this Agreement.

## **8. FORCE MAJEURE CIRCUMSTANCES**

- 8.1. The parties shall be not liable for failure or improper fulfilment of obligations under this Agreement if such failure or improper fulfilment was the result of Acts of God (force majeure circumstances).
- 8.2. By force majeure, the Parties shall understand circumstances that arise after signing of this Agreement as a result of unforeseen and unpreventable events of an emergency nature, such as: wars and military operations, natural disasters, actions of cellular operators, actions of legislative and/or executive authorities of the Republic of Uzbekistan, Central Bank of the Republic of Uzbekistan, prohibiting or limiting the activities of the Parties directly related to the subject of this Agreement.
- 8.3. The Parties also shall include as force majeure circumstances the actions and inactions of enterprises providing utilities and communication services that make it impossible for the Party to fulfil its obligations under this Agreement, and technical failures in the operation of the Bank's Systems.
- 8.4. The party for which it is impossible to fulfil obligations under this Agreement due to the circumstances specified in clauses 8.2 and 8.3 hereof, must notify the other Party in writing without delay and, at the request of the other Party, provide evidence confirming the occurrence and/or termination of force majeure circumstances. Written documents issued by the authorized body shall serve as proof of the occurrence and duration of these circumstances.
- 8.5. In cases provided for in clauses 8.2. and 8.3., the deadline for fulfilling obligations under this Agreement shall be extended in proportion to the period during which such circumstances and their consequences remain in effect.
- 8.6. If force majeure circumstances continue for more than 30 consecutive days, each party has the right to terminate the Agreement. The Bank shall terminate the agreement in this case and place a corresponding notice of termination of the agreement on information boards in the Bank's departments, on the official website [www.aab.uz](http://www.aab.uz) or via SMS messages and/or Telegram messages at the Bank's choice.

## **9. VALIDITY OF THE AGREEMENT AND PROCEDURE FOR ITS TERMINATION**

- 9.1. The Agreement shall come into force from the date it is signed by the Parties and shall have unlimited duration.
- 9.2. The Agreement may be terminated at any time upon application by the Customer.
- 9.3. The Agreement may be terminated by the Bank unilaterally in the following cases:
  - lack of funds in the Customer 's bank accounts to pay the fee for the service, in accordance with the current tariffs of the Bank, for more than 3 months by disconnecting from the Service;
  - termination of contractual relations on the accounts specified in the Application for joining the Agreement and connecting to the SMS-Banking System (Annex No. 1) and/or in the Application for changing details in the SMS-Banking System (Annex No. 3);
  - the Bank shall make a decision to terminate provision of services to the Customer through the SMS-Banking System.

## **10. DISPUTE RESOLUTION PROCEDURE**

- 10.1. Disputes under this Agreement shall be resolved through negotiations. If agreement is not reached, the dispute shall be subject to consideration in authorized courts, in accordance with the current legislation of the Republic of Uzbekistan.
- 10.2. If one of the parts of this Agreement is declared invalid in accordance with the procedure established by law, then this fact does not entail automatic invalidation of the entire Agreement as a whole and/or its other parts, unless otherwise provided by the norms of the current legislation.

## **11. OTHER PROVISIONS**

- 11.1. This Agreement is executed in the state and Russian languages.
- 11.2. Issues not regulated by this Agreement shall be regulated by the current legislation of the Republic of Uzbekistan.

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

**Bank:**

"ASIA ALLIANCE BANK" JSCB

**Address:**

Tashkent city, Yashnabad district, Mahtumkuly Str., 2A

**Bank details:**

Account No.2980200000001095001

MFO: 01095

TIN: 207018693

OKED: 64190 OKPO: 22921172

Tel.: 71-231-60-00

Signature: \_\_\_\_\_

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