



**GENERAL AGREEMENT
on comprehensive banking services
for individuals in JSC “APEX BANK”**

Tashkent 2024

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APPLICATIONS № 1—5:

№1 Public offer to join the General Agreement for servicing individuals in JSC "APEX BANK".

№2 Public offer on accession to the main conditions and procedure for implementing deposit transactions of individuals in JSC "APEX BANK".

№3 Public offer on provision of online microloan through remote banking services in JSC "APEX BANK".

№4 Public offer agreement for servicing bank cards in national and foreign currency issued by JSC "APEX BANK" for individuals.

№5 Appendix № 1 to the "Public Offer Agreement for Servicing Bank Cards in National and Foreign Currency Issued by JSC "APEX BANK" for Individuals".

1. GENERAL PROVISIONS

1.1.The General Agreement (hereinafter referred to as the "Agreement") for servicing individuals (hereinafter referred to as "Clients") in JSC "APEX BANK" defines the procedure for comprehensive banking services for individuals in JSC "APEX BANK" (hereinafter referred to as the "Bank") in accordance with the current legislation of the Republic of Uzbekistan and the terms of service set out in the following Appendixes to this Agreement:

❖ **Appendix №1 – Public offer to join the General Agreement on servicing individuals in JSC "APEX BANK";**

❖ **Appendix №2 –Public offer on accession to the main conditions and procedure for implementing deposit transactions of individuals in JSC "APEX BANK";**

❖ **Appendix №3 – Public offer on provision of online microloan through remote banking services in JSC "APEX BANK";**

❖ **Appendix №4 – Public offer agreement for servicing bank cards in national and foreign currency issued by JSC "APEX BANK" for individuals.**

1.2.Accession to the Agreement is carried out in accordance with Articles 358, 360, 367, 369 and Article 370 of the Civil Code of the Republic of Uzbekistan by:

a) Signing by the Client of Form 1 (Appendix № 2) for identification in accordance with the requirements of the Bank and the current legislation of the Republic of Uzbekistan, which allows receiving all banking services provided by the Bank under the Agreement;

b) Acceptance of the Public Offer on accession to the Agreement on servicing individuals in JSC "APEX BANK" (Appendix № 1), which allows unidentified Clients of the Bank to receive a limited range of retail banking services under the Agreement.

1.3.The Bank makes a decision on the provision of services based on the information provided by the Client, unless otherwise provided by the current legislation of the Republic of Uzbekistan. The Bank has the right, if necessary, to additionally request the necessary documents and/or information from the Client. Public officials must visit a branch of the Bank to establish business relations with the Bank.

1.4.To conclude individual Agreements within the framework of an already concluded Agreement, the Client shall submit to the Bank an Application, completed through remote service channels using authentication data, access codes and/or signed with a simple electronic signature in the manner specified by these Terms.

1.5.The Client's entry of authentication data and access codes when completing the Application and/or the provision of the Application to the Bank signed with a simple electronic signature means the conclusion of an Agreement between the Bank and the Client on the terms and conditions set out in the Application and corresponding to the General Conditions.

On the official website www.apexbank.uz Clients can familiarize themselves with the current Tariffs of the Bank and the Agreement.

Since the Agreement is a public contract, the cost of banking and one-time services is set the same for all Clients, except for cases stipulated by the legislation of the Republic of Uzbekistan. Changes and/or additions to the agreement, including Appendixes, the

number and composition of Appendices, as well as agreements on the provision of a banking product and Tariffs of the Bank can be initiated only by the Bank in accordance with paragraph 1 of Article 382 of the Civil Code of the Republic of Uzbekistan.

1.6.The Bank has the right to make changes and/or additions to the Agreement, including Appendices, Agreements on the provision of a banking product and the Bank's Tariffs, in connection with changes in the norms of the current legislation of the Republic of Uzbekistan and/or the rules of the Payment Systems, the provision of new products/services, changes in the technology for the provision of banking products, the terms of the Loyalty Programs and/or at the discretion of the Bank.

1.7.The Bank shall notify the Client of a new (amended) version of the Agreement, Appendices to the Agreement and the Bank's Tariffs at least 10 calendar days prior to the date of amendment, except for cases of amendment caused by a change in the legislation of the Republic of Uzbekistan, the introduction of a new banking product or a change in the name or legal/postal address of the Bank. The notification may be sent via remote service, posted on the Bank's website or in another manner at the Bank's discretion.

1.8.If the Client has not submitted a written statement on termination of the Agreement before the effective date of the amendments, this shall mean the Client's unconditional consent to the amendments being made. The written form of the Agreement on amendments shall be deemed to have been complied with in accordance with Article 366 of the Civil Code of the Republic of Uzbekistan.

1.9.Additional confirmation of the Client's consent to the changes is the execution of transactions/submission of an application after the changes come into force.

2. TERMS AND DEFINITIONS

Customer-premises equipment — a personal computer, tablet, smartphone or other device connected to a data transmission network (Internet) for interaction within the framework of the Agreement.

Authorisation — permission to conduct a Transaction using the Card and/or Account or its details, provided by the Bank/Processing Centre based on verification of information security elements confirming the legality of the Transaction contained in the request for its conduct.

E-mail address — The e-mail address specified by the Client when filling out the Application Form to receive messages from the Bank and the Verification Code. Under the Agreement, the Client may only have one e-mail address at a time. The e-mail address may be changed at the Client's request.

Authentication — verification procedure that confirms the legitimacy of using the DBO as a result of the correct entry of the Login, Password or Verification Code. A positive Authentication result confirms that all actions are performed by the Client personally, and also recognizes the entry of the Login, Password or Verification Code as equivalent to a handwritten signature on a paper document.

Banking products — a separate banking service or a functionally ordered set of banking services and auxiliary actions with predetermined characteristics (parameters) aimed at meeting specific needs of the Client (for example, opening a Card, placing a Deposit, providing a Loan, etc.) and carried out by the Bank only after adding the Client Card, issued by JSC "APEX BANK", to the Mobile Bank and if the Mobile Phone Number

matches the SMS-informing number.

Beneficial owner — an individual who has the right (opportunity), including on the basis of an agreement with the Client, to exert direct or indirect (through third parties) significant influence on decisions made by the Client, to use their powers in order to influence the amount of the Client's income, an individual has the ability to influence decisions made by the Client on transactions (including those bearing credit risk (on issuing loans, guarantees, etc.), as well as financial transactions. The beneficial owner of the Client - an individual is considered to be this person, except in cases where there is reason to believe that the Beneficial Owner is another individual.

Virtual bank card — a digital version of a bank card intended exclusively for online transactions. It does not have a physical medium and is used to make payments on the Internet. The virtual card is issued by the Bank, has a unique number and expiration date, and allows its holder to carry out transactions within the balance of monetary funds on the card account or within the established limit in accordance with the current legislation of the Republic of Uzbekistan.

Non-working days — Saturday, Sunday and non-working holidays in accordance with the current legislation.

Two-factor authentication — This is a two-step access control technology: when, in addition to entering the login and password for the account, the user must confirm his identity in an additional way, such as entering a code received in an SMS message to a mobile phone.

Current legislation — current regulatory legal acts of the Republic of Uzbekistan, namely laws, by-laws, regulations and decrees (orders, letters) of the Central Bank of the Republic of Uzbekistan, ratified international treaties and agreements.

Agreement on the provision of a banking product (Agreement) — an agreement/offer concluded between the Bank and the Client within the framework of the Agreement, in the manner and on the terms set out in the General Terms and Conditions, and also satisfying the requirement for the transaction to be concluded in simple written form in cases stipulated by the civil legislation of the Republic of Uzbekistan and the legislation on electronic document management, and entailing legal consequences similar to the consequences of transactions concluded with the physical presence of the person (mutual presence of persons) concluding (concluding) the transaction. Such Agreements cannot be challenged solely on the grounds that the actions are not confirmed by documents drawn up on paper.

Remote banking services (RBS) — the formation and execution of orders to perform transactions and/or the processing of Client applications using Authentication data and/or Access Codes and/or the provision of information on agreements concluded between the Client and the Bank, the Bank's Contact Center by telephone and/or the Bank's website on the Internet and/or Internet Bank and/or Mobile Bank and/or Mobile Applications of the Bank and/or other service channels on the Internet (including e-mail/chats) and/or cellular radiotelephone communication channels, including SMS messages and Push notifications.

Personal identification document (PID) – national passport or ID card of a citizen of the Republic of Uzbekistan, a new-style national driver's license, a birth certificate of a citizen with the provision of a PINFL, under 16 years of age, identity cards or military IDs

of military personnel issued by the command of military units and military institutions (except for military IDs of citizens liable for military service) of the Republic of Uzbekistan, a national passport of a foreign citizen (together with a document confirming the registration of a foreign citizen by the relevant internal affairs bodies), an identification ID card of a citizen of a foreign state and a stateless person or a residence permit in the Republic of Uzbekistan of a foreign citizen or a diplomatic passport or accreditation card certifying accreditation in the Republic.

Available monetary funds — the balance of monetary funds on the Account/Card/Wallet within which the Client can make Transactions. Available monetary funds are equal to the sum of the balance of the Client's own monetary funds on the Account/Card/Wallet and the unused overdraft limit minus the authorized amounts of Transactions made on the Card.

Amount overdue — all monetary amounts payable by the Client to the Bank under the Agreement, including the outstanding loan amount, accrued but unpaid interest, penalties and other payments stipulated by the relevant Agreement, the Bank's Tariffs, as well as the provisions of the Current Legislation.

Borrower- an individual or legal entity that has provided real estate and/or movable property owned by him as collateral for a loan.

Freezing of monetary funds or other property — prohibition on the transfer, conversion, disposal or movement of monetary funds or other property.

Statement — a document in electronic or paper form, drawn up in the form established by the Bank and signed by the Client, indicating the essential terms of the Agreement/General Terms of Provision of a Banking Product. The Statement is an integral part of the Agreement on Provision of a Banking Product. The Statement submitted via RBS must be accepted by the Client by pressing the appropriate button to confirm the transaction in the RBS interface.

Application form — a written proposal (offer) from the Client addressed to the Bank, containing the Client's intention to join the Agreement, indicating the information necessary to identify the Client in accordance with the requirements of the Bank and the Current Legislation, the Client's contact information, as well as an Application for the conclusion of a separate Agreement(s) within the framework of the relevant General Terms of the Agreement.

Identification — a set of Bank's measures to establish, as defined by the legislation of the Republic of Uzbekistan on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, information about the Client, to confirm the accuracy of this information using original documents and/or duly certified copies. The PID presented by the Client must be valid on the date of presentation to the Bank.

Information operations — an operation for the Bank to provide the Client with information on the fact of Client Authentication about the status and use of Accounts/Cards/Wallets, transactions carried out on Accounts/Cards/Wallets, as well as statements on Accounts/Cards/Wallets and other transactions or through Remote Banking Services/Contact Center of the Bank.

Card — any bank card related to the Processing Center, which is an instrument for non-cash payments in cash and is intended for performing transactions on the Special

Card Account. Payments using the Card are made in accordance with the Current Legislation, this Agreement and the rules of the Payment System to which the Card belongs. In the text of the Agreement, the Card may be understood as a Card issued by JSC "APEX BANK" or any other commercial bank of the Republic of Uzbekistan, unless otherwise provided by the Agreement. The General Conditions to the Agreement may provide a separate definition of the term "Card".

Client — an individual (resident or non-resident) who has entered into an Agreement with the Bank.

Memorable word — a digital and/or letter code (word) used by the Bank to authenticate the client when he/she contacts the Bank's Contact Center.

Providing a memorable Word by the Client using obscene language, as well as words and expressions that do not comply with the standards of literary language (including obscene language) is not permitted.

Access codes — PIN code, graphic, digital and/or letter codes that allow the Client to be authenticated when contacting the Bank through RBS channels.

Contact Center — a structural division of the Bank engaged in processing requests and informing Clients via voice and electronic communication channels in the interests of the Bank, as well as one of the sales channels for banking products and services. Contact Center is a service that allows the client, after successful Authentication via an official telephone communication channel (by the telephone number of the Client support service indicated on the Site) with the participation of the Bank (authorized employee, person), to receive reference information, submit applications for receiving banking services in the manner and on the terms stipulated by the Agreement.

Compromising — loss of Access Codes or Authentication Data, suspected loss of Access Codes or Authentication Data, or suspicion that third parties have access to Access Codes or Authentication Data.

Credit — monetary funds, provided to the Client by the Bank in cash/non-cash form under the terms of a loan agreement, credit card agreement, agreement on the provision of the Installment Card product, agreement on the provision of an overdraft or agreement on the opening and servicing of an individual's bank card in the Bank (authorized overdraft).

Credit card — a bank payment card intended for performing transactions, settlements for which are carried out using monetary funds provided by the Bank to the Client within the established limit.

Personal account — an account on the Bank's website or in the Bank's mobile application, the entrance to which (upon Authentication) provides the Client with access to RBS.

Login — a unique sequence of digital characters assigned to the Client by the Bank, allowing for the Verification of the Client in the cases specified in the Agreement. The Login entered by the Client during the Verification procedure must correspond to the Login assigned to the Client and contained in the Bank's information base. The Login is assigned exclusively to the Client. The Client's representative (including the Authorized Representative)/Depositor is not assigned a Login.

Mobile banking — RBS service that enables the Client, without the participation of an authorized employee of the Bank, through a mobile application or the Bank's

website pre-installed on a mobile device (mobile phone, smartphone, tablet, computer, etc.) upon Authentication to receive information on all Accounts and Banking Products opened in his name, submit Applications/Requests, including purchasing Banking Products and performing One-Time Transactions, as well as receive reference information on banking services and Information Transactions.

Mobile phone number — a mobile phone number provided to the Client by a mobile cellular radiotelephone operator in accordance with the agreement for the provision of communication services and provided by the Client to the Bank as the main contact number for information and contractual interaction with the Bank within the framework of RBS.

Transaction — any operation carried out in accordance with the Current legislation, the Agreement, the Bank's Tariffs (if necessary) and the rules of the Processing Centers (if necessary), which entails the movement of monetary funds, whether it is the crediting/debiting or transfer of monetary funds to/from the Account, to/from the Wallet or from Card to Card, the issuance of cash, etc.

Password — a sequence of digital and alphabetic characters associated with the Login assigned to the Client, allowing the Client Authentication procedure to be unambiguously performed. The password is set by the Client independently upon registration in the Mobile Banking.

Partners of the Bank — persons included in the same banking holding with the Bank / affiliated persons of the Bank, companies (partner banks, auditors, insurers, operators and providers of telecommunication networks, transport companies, railway/airline companies, consulting, appraisal companies, supermarkets, restaurants and other private and public organizations, departments, individual entrepreneurs) with which the Bank has contractual (partnership) relations.

Funds transfer — funds transfer through Partners or the settlement network of the Central Bank of the Republic of Uzbekistan (bank transfer), as well as from accounts (to accounts) opened with the Bank.

Catalogue — a catalogue of persons participating or suspected of participating in terrorist activities or the proliferation of weapons of mass destruction, compiled by a specially authorized state body on the basis of information provided by state bodies engaged in the fight against terrorism, the proliferation of weapons of mass destruction, and other competent bodies of the Republic of Uzbekistan, as well as information received through official channels from competent bodies of foreign states and international organizations.

PIN code — a digital personal identification number assigned to each Card by the Bank/Processing Centre or assigned by the Client independently via RBS channels, and used to identify the Client when conducting transactions using the Card in ATMs, terminals, etc., and also certifying the right to dispose of funds recorded on the Card Account, confirming that the order was given by the Cardholder, and also restricting access of third parties to the information stored on the Card. The PIN code is confidential information and must be kept secret. The method of assigning the PIN code is determined by the Bank and/or the Processing Centre.

Confirmation window — the Client's action confirming their agreement with all the essential terms of the Agreement and the Bank's Tariffs, and also signifying the Client's

full and unconditional agreement with the General Terms of the Agreement set out in the appendix to this Agreement. All actions of the Client performed using the Confirmation Window are not subject to challenge and are recognized as performed personally by the Client and give rise to legal consequences for the Client similar to the use of handwritten signatures in accordance with the requirements of the Current Legislation.

Commercial mandate agreement — a document in electronic or written form submitted to the Bank via RBS, providing for the Client's instruction to the Bank to transfer the amount specified in the Order from the Account/Card/Wallet to the Account/Card/Wallet of the recipient of the funds, as well as the purchase of Banking Products and the performance of other transactions. An Order submitted via RBS must be accepted by the Client by confirming the Operation and/or the Verification Code (if technically possible) in the Confirmation window in the relevant RBS interface.

Guarantor — an individual/legal entity acting as a guarantor for a loan under a Suretyship Agreement. The responsibility for the performance by the Guarantor of his obligation arising from the loan agreement may be full or in part.

Supplier — an economic entity that technically and legally allows the acceptance of electronic payments via an Account/Card for the goods (works, services) and/or digital electronic content it sells.

Client's representative (Representative) — an individual acting on behalf of and in the interests or at the expense of the Client, whose powers are based solely on a notarized power of attorney (or equivalent in accordance with the Current Legislation). The Client's representative has the right to perform actions in accordance with the Agreement, except for those that, according to the terms of the Agreement, must be performed by the Client personally.

Suspension of operation — suspension of the operation of the Client's instructions regarding the transfer, conversion, transfer of possession and use of funds or other property to other persons, as well as the performance of other legally significant actions.

Verification code — a special one-time variable code generated by the Bank and sent to the Client in the form of an SMS message to the Client's Mobile Phone Number and/or E-mail address. All actions of the Client performed using the Verification Code are not subject to challenge and are recognized as performed personally by the Client and give rise to legal consequences for the Client similar to the use of handwritten signatures in accordance with the requirements of the Current Legislation. Entering the Verification Code constitutes acceptance of the Public Offer in accordance with Article 370 of the Civil Code of the Republic of Uzbekistan.

Processing center / Payment system — Unified Republican Processing Center (URPC) and/or National Interbank Processing Center (HUMO) and/or Visa and/or other payment systems.

Loyalty program — any of the loyalty programs operating in the Bank and encouraging the Client to make purchases of goods (works, services) from Partners who have joined the loyalty program or to use banking products and services.

Politically exposed persons — persons appointed or elected permanently, temporarily or by special authority, performing organizational and administrative functions and authorized to perform legally significant actions in a legislative, executive,

administrative or judicial body, including military structures of a foreign state or in an international organization, as well as high-ranking executives of enterprises of foreign states, well-known politicians and well-known members of political parties of foreign states.

Occasional transaction — payment for the sale of goods (works, services) of Suppliers, repayment of loans issued by commercial banks of the Republic of Uzbekistan, transfer of funds from Card to Card and other one-time services provided by the Bank without Client Identification permitted by the Current Legislation.

Spending limit — established by the Bank in accordance with the current legislation and internal regulatory documentation of the bank for the use of funds on the Account / Card (if the Bank has such a possibility).

Regular orders (auto payment) — orders for the transfer of funds with the frequency of their execution, carried out in accordance with the relevant application of the Client.

Bank website — The Bank's official website on the Internet, located at: www.apexbank.uz.

Access facility — Login and Password intended for Client Authentication when logging into the Personal account.

Parties — collectively referred to as the Bank and the Client.

Account — a bank account opened by the Bank for the Client in accordance with the Agreement, in the manner established by the Current Legislation.

Within the framework of the Agreement, several types of Accounts may be opened for the Client, which, when mentioned separately in the text of the Agreement, are:

- **Special card account (SCS, Card account)** — a bank account intended for recording funds for Transactions carried out using a bank card or its details;

- **Time deposit account** — a bank account intended for recording a fixed-term deposit, as well as for receiving income in the form of interest accrued on the amount of deposited funds;

- **Savings deposit account** — a bank account intended for recording savings deposits and also for receiving income in the form of interest accrued on the amount of deposited funds;

- **Withdrawable account** — a bank account intended for recording funds of individuals used for current purposes;

- **Credit account** — a bank account used to make payments for the fulfillment of credit obligations under credit agreements, loan agreements (microloans), and overdrafts concluded with the Bank;

- **Remote account (Wallet)** — a bank account used to record funds in individual bank accounts managed through RBS systems.

Agreement — an agreement concluded between the Client and the Bank by means of the Client's accession to the provision of banking services, which stipulates the terms and procedure for concluding Agreements and providing services to Clients. This Agreement and the Appendices thereto, the Bank's Tariffs, as well as the Statement-Questionnaire and/or Public Offer duly completed and signed by the Client, together constitute the Agreement concluded between the Client and the Bank on servicing individuals in JSC "APEX BANK".

SMS notification — a service of the Bank/Processing Center provided to the Client, allowing him/her to promptly receive SMS messages from the Bank/Processing Center to the Mobile Phone Number via mobile communications with information about the receipt and expenditure of funds from all Cards/Accounts, balance status, reminders about the next loan payment, as well as other messages/notifications in accordance with the Agreement.

Bank Tariffs — documents approved by the Bank that determine the financial and other terms of servicing the Client by the Bank, including rates, commissions, penalties, interest, etc. The Bank's Tariffs are posted on the Bank's Website and are an integral part of the Agreement and/or relevant agreements concluded within the framework of the General Terms of the Agreement (Appendices to the Agreement).

Electronic notification (SMS, PUSH) — short messages of standard format sent by the Bank via the Internet and/or mobile communications to mobile phones and/or e-mail of the Client.

3. SUBJECT OF THE AGREEMENT

3.1. The subject of this Agreement is the establishment of the procedure and general conditions for the provision by the Bank to the Client of banking products, services, as well as the execution of transactions through remote banking services (RBS), which are set out in the Agreement and its Appendices.

The Client has the right to use any Banking products provided under the Agreement by submitting an application (in writing/electronically) and subsequent conclusion/accession to the General Terms of the Agreement and Tariff.

The concluded Agreement is an integral part of the Agreement. The procedure and date of entry into force of the Agreement are determined by the relevant General Terms (Appendix to the Agreement) and the Client acquires the corresponding rights and obligations under the banking service/product.

Applications submitted via RBS are considered to be submitted by the Client personally and are recognized as equivalent to the corresponding documents on paper, signed with a personal signature, and give rise to similar Rights and obligations of the parties to the agreement.

3.2. The provision of banking services under the Agreement is carried out by the Bank in accordance with the Client's Applications to the bank's division or requests to RBS, the Bank's Agreements and Tariffs in effect on the date of the Operation (provision of the service), unless otherwise specified in the Agreement.

3.3. By joining this Agreement, the Client provides the Bank / the Bank's Partners with consent to the processing of the Client's personal data (implementation on paper and / or electronic media with and / or without the use of automated means of collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access, including when entrusting the processing of personal data to third parties, including transferring for provision by state and non-state databases, information about the Client to the Bank, financial institutions, database operators, as well as financial institutions - from all state and non-state databases directly or through third parties, disseminate personal data in publicly available sources, taking into account the requirements of the Current legislation and the

requirements of international law (requirements of international treaties), depersonalization, blocking, deletion, destruction of Personal Data), provided to the Bank by the Client, a legal entity / individual entrepreneur who has concluded an agreement with the Bank within the framework of the salary project, in connection with the conclusion of the Agreement, Contracts and other contracts concluded between the Client and the Bank, as well as contracts concluded by the Bank with other persons, including insurers, under which the Client is a representative, policyholder, insured person or beneficiary, as well as any photographic images of the Client (including those obtained by photo and video filming with the consent of the Client) for the following purposes:

3.3.1. Verification of the accuracy of the information provided by the Client, as well as assessment of creditworthiness/solvency when considering the Client's Applications for the provision of banking products, including the transfer of personal data to third parties if necessary for their verification/checking.

3.3.2. Performance and termination of the Agreement, including the performance of banking operations and the provision of all types of banking services, the performance of security agreements and other agreements concluded between the Client and the Bank, as well as agreements concluded by the Bank with other persons, including insurers, under which the Client is a representative, policyholder, insured person or beneficiary, including the transfer of the Client's Personal Data to the said persons under such agreements, the conclusion by the Bank of transactions in connection with the exercise of the creditor's rights under the Agreements, including by way of assignment of rights (claims) to third parties;

3.3.3. Claims (payment, collection) of Debt under Agreements.

3.3.4. Implementation of protection of personal data, storage, including in electronic form, and transportation of documents containing the Client's Personal Data and banking secrets, in accordance with the requirements of the Current Legislation.

3.3.5. Obtaining opinions and consultations in any form concerning the conclusion, execution of Agreements and the exercise by the Bank of its rights and obligations under such agreements, including the transfer of the Client's Personal Data to auditors and other third parties engaged by the Bank for the purpose of obtaining such opinions and consultations.

3.3.6. Other purposes that will be specified in the Agreements concluded between the Bank and the Client, and other documents.

3.4. Also, the Client grants the Bank and the Bank's Partners the right (consent) to:

3.4.1. Carrying out the processing of any special categories of their personal data and biometric personal data in the event that the need to process such personal data ever arises for the purposes of processing specified in this consent - to collect and process personal data without the consent of the Client in cases established by the laws of the Republic of Uzbekistan, including in other banks and/or organizations for the purposes of carrying out any debt collection activities not prohibited by the legislation of the Republic of Uzbekistan.

3.4.2. If the relevant agreement(s) concluded between the Client (whose representative is the Client) and the Bank provide for/will provide for the transfer of the Client's personal data by the Bank via open communication channels (including cross-border transfer), the Client is aware of the risk of unauthorized receipt of information by

third parties and assumes such risk.

3.4.3. In accordance with the procedure established by the legislation of the Republic of Uzbekistan, perform any action (operation) or a set of such actions (operations) with the Client's personal data, including those performed using automation tools or without the use of the latter, including, but not limited to, collection, processing, recording, copying, backup, protection, screening, scoring, systematization, accumulation, storage within the Bank and outside it (in compliance with security and confidentiality requirements), clarification (change, update), extraction, use, transfer (distribution, provision of access, including transfer to third parties with the right to process the Client's personal data), depersonalization, blocking, deletion, destruction, including the implementation of these actions by a third party on behalf of the Bank, if this does not contradict the requirements of the Current Legislation.

Notification of the Client about the receipt by the Bank from third parties and/or the transfer by the Bank to third parties of the Client's personal data is not required; such personal data may be collected, processed, and transferred by the Bank without notice. By indicating in the documents provided to the Bank (Applications, other documents) information about third parties (spouse, representative, pledger, beneficiary and/or other persons), the Client instructs the Bank to process the personal data of the said persons provided by the Client for the purpose of the Bank making a decision on concluding Agreements, as well as the subsequent exercise by the Bank and the Client of the rights and obligations under such Agreements, as well as storage. In this case, the Client confirms that the Client has received the consent of such persons for the processing by the Client (including the transfer to the Bank) and the Bank and the Bank's Partners of their personal data provided to the Bank.

3.5. The Client hereby confirms that it has been informed of the terms and conditions for using the Cards and RBS, restrictions on the methods and places of their use, cases of increased risk of their use, including the existing risks of unauthorized access by other persons to the funds deposited in the Client's Account. In this regard, the Client is obliged to take all necessary precautions and confidentiality measures to prevent compromise and loss of the Card, as well as unauthorized access to funds using the Card or its details, and/or RBS, including by setting Spending Limits, and to comply with the rules / procedure for using the Card in accordance with this Agreement and appendices thereto. The Client acknowledges that the Bank shall not be liable if information about the Account and/or Card transferred by the Bank to the Client via RBS becomes known to other persons.

3.6. The Client hereby expresses its consent and authorizes the Bank to send messages to the Email/mobile phone number, including PUSH notifications within the framework of the provision of services through RBS, including Verification code, notifications when connecting the SMS notification service, as well as SMS messages with a verification code when conducting transactions on the Internet using 3D Secure technology (Verified by Visa) (if technically possible) and other notifications for the purpose of executing the Agreement.

3.7. The Client gives its consent to the Bank transferring to the Pension Fund and its branches the Client's Personal Data and other information necessary for the Pension Fund to exercise its rights and obligations stipulated by the Current Legislation, as well as

to receive data about the Client from the Pension Fund and its branches.

3.8.The Client hereby agrees that the posting on the Bank's website and in the Mobile Bank of information about the foreign currency exchange rate set by the Bank for the execution of foreign exchange transactions constitutes proper information to the Client.

3.9. The Client agrees that the Bank has the right to carry out video surveillance, as well as audio (video) recording in its premises, during calls to/from the Contact Center and logging of the Client's actions on its devices, including when conducting Transactions and other actions under the Agreement, in order to ensure the security and proper servicing of the Client without additional notice. Audio (video) recordings can be used as evidence in the settlement of disputes between the Parties under the Agreement and in procedural actions.

Electronic documents generated by means of the Agreement, after positive results of the Client's authentication, are recognized as equal to the corresponding documents on paper and give rise to similar rights of the Parties concluded between the Bank and the Client. These documents can be presented as evidence equivalent to written evidence, in the manner prescribed by the legislation of the Republic of Uzbekistan, while the admissibility of such evidence cannot be denied solely on the grounds that they are presented in the form of electronic documents or their copies on paper.

3.10.The Client hereby confirms that it understands and agrees that the Bank's compliance with the Payment System rules is necessary to provide the Client with the opportunity to make payments using the Card. By joining this Agreement, the Client acknowledges the effect of the Payment System rules in relation to legal relations arising from the Agreement on the provision of a banking product. The Client confirms that he has read the relevant rules of the Payment System before concluding the Agreement and undertakes to comply with them.

3.11.The Client hereby confirms that it understands and agrees that the Bank's compliance with the Partners' rules is necessary to provide the Client with the opportunity to participate in the Loyalty Programs. By joining this Agreement, the Client acknowledges the effect of the Partners' rules in relation to legal relations arising from the Loyalty Programs.

3.12.Unilateral assignment by the Client of rights and obligations under the Agreement to third parties is not permitted.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1.The Bank has the right:

4.1.1. Request information and documents necessary for the Identification of the Client, the Client's Representative, the Beneficial Owner, including those explaining the grounds and purposes of the transactions concluded by the Client or the operations carried out on the Client's Accounts, and in the event of the provision of knowingly false documents or failure to provide documents requested by the Bank in accordance with the Current Legislation, refuse the Client to conclude an Agreement, to carry out Operations, as well as to provide other services in cases stipulated by the Current Legislation.

4.1.2. In the event of expiration of the PID, independently, on behalf of the Client, receive and update personal data from official sources or request documents and

information for the purpose of updating information about the Client, the Client's Representative or Beneficial Owners in the event of changes in the Client's information, as well as in the event of doubts about the reliability and accuracy of previously received information.

4.1.3. When carrying out identification and updating information in accordance with the legislation on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction, the Bank has the right to require the Client, his Representative to provide and receive from the Client, his Representative identity documents, as well as other documents explaining the economic meaning, grounds and purposes of transactions concluded by the Client, or operations carried out on the Client's Account and/or Card.

4.1.4. Carry out actions aimed at verifying the authority of the Client's Representative, in accordance with the internal regulatory documents and procedures established by the Bank, before the execution of the Client's Representative's instructions, and also not accept for execution Applications and instructions from the Client's Representative if this contradicts or is prohibited by the Current legislation, the Bank Account (Deposit) Agreement, the rules of the Payment Systems, and also contradicts the internal regulatory documents and procedures of the Bank.

4.1.5. Write off amounts due for payment under the loan agreement (in accordance with the Client's credit debt to the Bank), as well as any amounts payable to the Bank (commission, erroneously credited monetary funds, penalties, fines, penalties, etc.), without acceptance from all accounts, from the Borrower's bank cards in the Bank and bank accounts in other banks, as well as from any foreign currency accounts of the Borrower with subsequent conversion at the Central Bank's currency selling rate on the date of write-off.

4.1.6. Unilaterally refuse to execute the Client's order in the event of detection of an error made by the Client and/or a third party when specifying payment details or in the event of the Client's violation of the requirements for the execution of payment documents established by the regulatory and legal acts of the Central Bank of the Republic of Uzbekistan.

4.1.7. Unilaterally refuse, on the basis of the requirements of the Current Legislation, to conclude the Agreement if there is a suspicion that the purpose of concluding the Agreement is to carry out transactions for the purpose of legalizing proceeds from criminal activity, financing terrorism and financing the proliferation of weapons of mass destruction.

4.1.8. Unilaterally refuse, on the basis of the requirements of the Current Legislation, to execute the Client's Order to perform a Transaction (except for a transaction to credit funds received to an individual's account), if the Bank suspects that the Transaction is being performed for the purpose of legalizing (laundering) proceeds from criminal activity, financing terrorism and financing the proliferation of weapons of mass destruction.

4.1.9. Unilaterally refuse (in whole or in part) to conclude a Bank Account (Deposit) Agreement with an individual - a citizen of a foreign state, the legislation of which requires credit institutions (financial institutions) to conclude a special agreement for the purpose of monitoring the availability of accounts opened by taxpayers of this state on the territory

of the Republic of Uzbekistan, and monitoring transactions on them, as well as in the event of the Client's refusal to provide information and documents confirming or refuting his foreign citizenship and/or obligations to pay taxes to a foreign state.

4.1.10. Unilaterally suspend the relevant Client Operations (except for operations to credit funds received to an individual's account) or block (freeze) monetary funds on the Client's Account/Card in cases and in the manner stipulated by the Current Legislation, including in the area of combating the legalization of proceeds from criminal activity, the financing of terrorism or the financing of the proliferation of weapons of mass destruction.

4.1.11. Unilaterally terminate this Agreement in accordance with the Current Legislation, in the following cases:

- if the transaction does not correspond to the information provided to the Bank or specified in the Client's KYC questionnaire;
- if the transactions performed by the Client are subject to sanctions.

4.1.12. Unilaterally block access to certain Transactions in RBS that require Client Identification on the next day after the expiration of the PID, if the Client does not provide a new PID to replace the expired one or if the Bank is unable to update/receive personal data from official sources, as well as other cases stipulated by law.

4.1.13. Unilaterally, in order to reduce the risk of suspicious and/or questionable Transactions being carried out through RBS:

- suspend or refuse to provide services to the Client through RBS until the Client provides a written explanation of the legality of the transactions carried out, in the event of detection of suspicious transactions carried out by the Client using RBS services;
- conduct a study of the Client at his address, including to study the process of carrying out a transaction directly by the Client, if there are doubts about suspicious transactions using RBS services;
- suspend the provision of services through RBS, through which suspicious transactions were carried out, for a period of three days or another period established by the Current Legislation;
- refuse to fully or partially implement the Agreement in the event of reasonable suspicions of the use of RBS for the purpose of legalizing proceeds from criminal activity, financing terrorism and financing the proliferation of weapons of mass destruction.

4.1.14. Unilaterally refuse to perform the Agreement in whole or in part and within the timeframes stipulated by the Current Legislation and the Agreement:

- in the event of reasonable suspicion of the use of RBS for the purpose of legalising proceeds from criminal activity, financing terrorism and financing the proliferation of weapons of mass destruction;
- in the event that the Client, a US tax resident, did not provide the information necessary to identify him as a foreign taxpayer and/or did not provide consent (refused to provide consent) to transfer information to the IRS (US tax authorities).

4.1.15. Write off funds from the Client's Accounts in the cases and in the manner stipulated by the Current Legislation, the Agreement and the Contracts concluded within the framework of the Agreement.

4.1.16. In the event of using the Account to credit pension amounts, at the request of the Pension Fund of the Republic of Uzbekistan or its branch that paid the relevant

monetary funds, transfer, without additional consent of the Client, to the above-mentioned bodies information about these Accounts and the owners of such Accounts, as well as information necessary to identify the circumstances that entail the termination of the relevant payments.

4.1.17. Credit the funds received to the Client's Account to the "Transactions in Progress Pending Determination" account in the following cases:

- in order to confirm the non-commercial nature of the transfer in accordance with the Law of the Republic of Uzbekistan "On Currency Regulation";

- absence of information in the payment document about the purpose (details) of the payment;

- the presence of errors in the payment document, including in the account number, the Client's full name, etc.;

- other cases provided for by the Current Legislation and the Agreement.

In order to determine the legality of the Operation, as well as to clarify the necessary details of the payment document, the Bank has the right to require the Client to provide the relevant documents. In the absence of grounds for crediting funds to the Client's account, monetary funds may be returned to the sender.

4.1.18. Refuse to enter into an Agreement, or unilaterally refuse (in whole or in part) to execute the Agreement with an individual who is a citizen of a foreign state in the event of his refusal to provide information and documents confirming or refuting his foreign citizenship and/or obligations to pay taxes to a foreign state.

4.1.19. For the purposes of concluding and executing the Agreement, receive information included in the credit history of the Client/Guarantor/Pledgor, stored in the credit bureau, subject to the consent of the Client, expressed in the Application or in other documents, and also transfer to the credit bureau information related to the provision of a credit/loan and the fulfillment by the Client/Guarantor of obligations to repay the credit/loan, in the manner prescribed by the legislation on the exchange of credit information.

4.1.20. Set limits on the transaction amount, and if, according to the Client's application (instruction), the transaction amount exceeds the limit, the transactions will be carried out in accordance with the transaction limits.

4.1.21. The Bank has the right to suspend the provision of services to the Client if he/she violates the terms of the Agreement.

4.2. The Bank undertakes:

4.2.1. To credit monetary funds to the Client's Account(s) no later than the Operational Day following the day of receipt of funds, to execute the Client's instructions to transfer and/or issue funds from the Client's Account(s), and to conduct other Operations on the Account(s) in the manner prescribed by the Current Legislation and the Agreements.

4.2.2. Maintain confidentiality of Operations, Accounts, deposits and information about Clients in accordance with the Current Legislation. The Bank provides information on Operations, Account(s), deposits of the Client and information on the amount of the loan received by the Client and its repayment to third parties only in the cases and in the manner stipulated by the Current Legislation.

4.2.3. At the Client's request, provide him with statements on the status and

movement of funds on Accounts/Cards/Loans and other documents stipulated by the Current Legislation and the Bank's Tariffs.

4.2.4. Maintain archives of electronic documents and ensure their storage for the period established for the storage of equivalent documents on paper media in accordance with the legislation.

4.2.5. Inform the Client about the execution of each Operation using the Card or its details, and/or using RBS in the form of a statement on the Card and/or Account, posted in the Personal Account, within three Operational days after the Operation. In this case, the Bank's obligation to inform the Client about the execution of an Operation using the Card or its details, and/or using RBS is considered fulfilled by the Bank upon providing the Client with access to RBS services in accordance with the Agreement and the ability to generate a statement on the Card/Account.

4.2.6. In case of detection of a suspicious transaction, the Bank undertakes to immediately notify the Client via SMS, email or call to the registered phone number. The Client is obliged to confirm or deny the transaction within 24 hours by contacting the bank. If the Client does not respond within the specified time, the bank may take the necessary measures to block the transaction or account.

4.2.7. Provide banking services to the Client in accordance with the Agreement and execute the Client's Orders in the manner prescribed by the Current legislation and the Agreements concluded between the Client and the Bank.

4.2.8. When the Client has taxable income, in accordance with the requirements of the Current Legislation, perform the functions of a tax agent for the calculation, withholding and payment of personal income tax to the budget, as well as the submission to the tax authority at the place of its registration at the end of the tax period (calendar year) of information on the income of individuals in the manner established by the Current Legislation.

4.2.9. In the event of a seizure of the Client's Accounts or suspension of transactions on the Accounts, a notification of this must be sent no later than the next business day, taking into account the possibility of technical limitations; if it is impossible to send a notification on time, the bank must provide it as soon as possible after the problem has been resolved (except in cases of blocking the Card due to incorrect entry of the PIN code).

4.3. The Client has the right:

4.3.1. Act personally or through a Representative (except for actions performed through RBS, cases where the terms of the Agreement stipulate that the actions are performed personally by the Client, and also if this does not contradict the Current Legislation, internal regulatory documents and procedures of the Bank). The presence of powers of the Client's Representative is determined by the Bank based on the submitted documents confirming the said powers in accordance with the Current Legislation, until the Bank receives a written application from the Client to terminate the powers of the Client's Representative. At the same time, in the event of untimely notification of early termination of the powers of the Client's Representative, the Bank is not responsible for the transactions performed by the Client's Representative.

4.3.2. Contact the Bank's Contact Center on issues related to service.

4.3.3. Receive, upon request, statements of Transactions carried out on Accounts.

Submit written claims regarding Transactions on Accounts in accordance with the Current Legislation, as well as in accordance with the rules of the Payment System to which the Card belongs, if the Transaction on the Account was carried out using the Card or its details.

4.3.4. Receive up-to-date and reliable information about executed Orders transferred to the Bank via RBS.

4.3.5. Refuse to use the Banking Product and terminate the relevant Agreement, including in the event of disagreement with the changes made by the Bank to the Agreement, appendices to the Agreement, the Bank's Tariffs, other changes, including the rules of the Payment Systems, by submitting to the Bank a corresponding application for refusal to use the Banking Product in the form established by the Bank and in the manner set out in the Agreement on the provision of the Banking Product.

4.3.6. Obtaining preliminary consultation on the banking services provided through the Bank's Contact Center.

4.4. The Client undertakes:

4.4.1. Not to use the Account/Cards opened in accordance with the Agreements to conduct Transactions (including those providing for the Bank to carry out international settlements) that:

- related to the implementation of entrepreneurial activities;
- may result in losses for the Bank and/or the Client, other negative consequences, including the application of sanctions to the Client (his/her funds) and/or the Bank by competent authorities of foreign states and/or financial organizations of foreign states, including in connection with restrictions established in relation to the Client (his/her funds) by the legislation of foreign states, international legal acts, court decisions and decisions of other competent authorities of foreign states;
- contradict the current legislation.

4.4.2. Provide, prior to the conclusion of the Agreement, reliable and valid information (data) and documents at the time of provision in accordance with the Current Legislation, the Agreement and other local regulatory acts of the Bank.

Documents submitted by the Client must be valid on the date of their submission to the Bank. Documents submitted to the Bank, drawn up in whole or in part in a foreign language, if necessary, must be accompanied by a translation into the state or Russian language, certified in the manner established by the Current Legislation, except for cases stipulated by the Current Legislation, when a translation of the document is not required. In cases stipulated by the Current Legislation, foreign official documents submitted by the Client to the Bank are accepted by the Bank only if they are legalized (consular legalized), or with an apostille affixed to certify the authenticity of the signature, the capacity in which the person who signed the document acted, and the authenticity of the seal or stamp with which the document is affixed.

4.4.3. Notify the Bank, including through the Bank's Contact Center, of changes in the information about the Client, the Client's Representative (PID data, its exchange, as well as in the event of a change in information about registration at the place of residence, telephone numbers, including mobile phone numbers, faxes, e-mail (postal) address and other data) within 3 (three) calendar days from the date of their change. All changes made to the documents are valid for the Bank from the moment they are submitted to the Bank.

The Bank shall not be liable for any consequences arising from the untimely receipt of notification of changes in the information provided by the Client and contact information.

4.4.4. The Client undertakes to ensure the confidentiality of its account data, such as login and password, and not to disclose them to third parties. In the event of loss or suspected loss of confidentiality of account data, the Client undertakes to immediately notify the Bank. The Bank shall not be liable for the consequences arising from the Client's violation of this obligation.

4.4.5. The Client undertakes to use two-factor authentication to access RBS services and other banking services that support this function. The Bank shall not be liable for the consequences arising from the Client's breach of this obligation.

Client undertakes to use two-factor authentication in the following cases:

1. Login from a new device.
2. Confirming money transfers and adding new recipients.
3. Reset password or restore access.
4. Change critical account settings, including phone number and email address.

4.4.6. The Client undertakes to immediately notify the Bank of any suspicious transactions or fraudulent attempts noticed during the use of banking services. The Client is obliged to confirm or deny suspicious transactions notified by the Bank within 24 hours from the moment of notification. In case of untimely notification, the Bank is released from liability for any losses incurred.

4.4.7. The Client undertakes to take all reasonable measures to ensure the security of its devices used to access the Remote Banking Services (RBS). In particular, the Client undertakes to:

- install and regularly update antivirus software on all devices used to access banking services;
- regularly scan your devices for spyware, malware and other security threats;
- install operating system and software updates on your devices in a timely manner;
- use only licensed software;
- Avoid connecting to public Wi-Fi networks to perform banking transactions.

4.4.8. At the request of the Bank and/or in cases stipulated by the Current Legislation, submit documents in favor of the Beneficiaries prior to the Operation, including agency agreements, commission agreements, trust management agreements and other civil law agreements, as well as identification information/documents on the Beneficiaries.

4.4.9. Notify the Bank if the Client is a public official or is their Representative, trusted person, spouse or immediate relative (in the direct ascending and descending line (parents and children, grandparents and grandchildren, full and half (having a common father or mother) brothers and sisters, adoptive parents and adopted children) in accordance with the legislation on combating the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction.

4.4.10. Notify the Bank if the Client has become or was previously a US citizen, has permission to permanently reside in the US (a permanent resident card (form I-551 (Green

Card)), has been in the US for at least 31 days during the current calendar year and at least 183 days during 3 years, including the current year and the two immediately preceding years, has a US Social Security Number or an US Individual Taxpayer Identification Number.

4.4.11. Provide the information and documents requested by the Bank in accordance with the Agreement within 2 (two) calendar days following the day of receipt of the Bank's request.

The Bank has the right to use official sources of information to verify and clarify the specified information.

4.4.12. Pay the Bank a commission fee and other payments stipulated in the Agreement and/or Contracts in accordance with the terms of the relevant Contracts and the Bank's Tariffs, ensuring that there are sufficient funds in the Account to pay the commissions and/or other payments in favor of the Bank in accordance with the Bank's Tariffs and Contracts.

4.4.13. In case of using RBS, comply with the terms of the Agreement and the Bank Tariffs, and other documents regulating the relations of the Parties within the framework of RBS.

4.4.14. Compensate the Bank for damages caused by non-fulfillment or improper fulfillment of the Agreement and Contracts.

4.4.15. Independently or through authorized persons, by any available means, regularly visit the relevant sections of the Bank's Website in order to receive timely information about changes and/or additions made to the Agreement and/or the Bank's Tariffs and/or other documents, as well as about new services/products of the Bank. The Client's failure to timely familiarize himself with the changes and/or additions made to the Agreement and/or the Bank's Tariffs and/or other documents shall not be grounds for the Bank not to apply them.

4.4.16. Be responsible for the accuracy of the information specified in the Application(s) and other documents provided to the Bank for the purpose of concluding and executing the Agreement.

4.4.17. In the event that an amount is discovered to have been erroneously credited/debited to/from the Account(s)/Card(s), immediately notify the Bank thereof.

4.4.18. By concluding (accepting) this Agreement, the Client gives his consent to the automatic issuance of a virtual card in the Client's name or the opening of a deposit account, receiving cashback or a bonus, and also to bear tax expenses in connection with receiving bonuses.

4.4.19. Fulfill other obligations in accordance with the Agreement and the terms of the Contracts concluded between the Bank and the Client.

4.5. In addition to the rights and obligations provided for by the Agreement, the Bank and the Client have the rights and obligations established by the relevant Agreements.

5. RESPONSIBILITIES OF THE PARTIES

5.1. The parties are responsible for improper performance of their duties in accordance with the Current legislation and the Agreement. Damage caused to the Bank as a result of the Client's failure to perform or improper performance of the Agreement

shall be subject to compensation by the Client.

5.2. Monetary funds placed in the Client's deposits opened under the Agreement are guaranteed in the manner, amounts and under the conditions established by the Law of the Republic of Uzbekistan "On guarantees for the protection of citizens' deposits in banks".

5.3. The Bank is not responsible for Transactions carried out without the Client's consent using the Card/Account or its details and/or RBS if the Bank fulfills the obligation to inform the Client about the Transaction carried out using the Card or its details and/or RBS in accordance with Sections 3 and 4 of this Agreement, and the Client did not notify the Bank of the loss of the Card and/or its use without the Client's consent, and/or unauthorized access to RBS in the manner and within the time limits established in section 4 of the Agreement.

5.4. Until the Bank is notified of the loss of the Card and/or its use without the Client's consent, and/or unauthorized access to RBS, of the Loss of Access Means, the Client is responsible for all Transactions made on Accounts and Cards, as well as for other actions performed through RBS.

5.5. The bank is not responsible:

- for situations beyond its control and related to failures in the operation of mail, the Internet, communication networks and other external organizations and networks, which resulted in the untimely receipt or non-receipt by the Client of notifications from the Bank;

- due to infection of the Client's Subscriber device with malicious viruses and failures in their operation;

- due to changes in the current legislation of the Republic of Uzbekistan, which make it impossible for the Bank to fulfill its obligations to provide the Agreement;

- for the actions of the Client's Representative performed by him prior to the receipt by the Bank of a written application from the Client to terminate the powers of the Client's Representative.

5.6. for the actions of the Client's Representative performed by him prior to the receipt by the Bank of a written application from the Client to terminate the powers of the Client's Representative.

- execution depends on certain actions of a third party, and non-fulfillment or untimely execution is due to the fact that the third party cannot or refuses to perform the necessary actions, performs them in violation of the established procedure or is unavailable to the Bank;

- the failure to perform was a consequence of force majeure, that is, extraordinary and unavoidable circumstances under the given conditions that arose after the conclusion of the Agreement;

- non-fulfillment/late fulfillment is a consequence of actions/inactions of the Central Bank of the Republic of Uzbekistan, its divisions, correspondent banks or other third parties, including in connection with restrictions established in relation to the Client (his funds) by the legislation of foreign states, international legal acts, court decisions and decisions of other competent authorities;

- the failure to perform was the result of accidents, failures or interruptions in service associated with a malfunction of equipment, power supply systems and/or

communication lines or networks that are provided, supplied, operated and/or maintained by third parties;

- in case of possible failures, carrying out preventive work in the interbank electronic payment system;

- as a result of deficiencies made by the Client when preparing payment documents;

- in cases of freezing of funds or other property, as well as seizure of monetary funds located in the Account, or suspension of transactions on the Account in cases stipulated by the Current Legislation;

- in the event of force majeure circumstances or unforeseen technical problems, such as server failures, which may affect the timely provision of the Client with access to RBS services, the Bank shall not be liable for delays in notifying the Client. The Client is obliged to check its transactions within the established timeframes and report any discrepancies in the established manner.

5.7. The Client bears responsibility and all adverse consequences of non-fulfillment or improper fulfillment of the obligations provided for in the Agreement, and also compensates the Bank for all losses caused by the Client's failure to fulfill these obligations.

5.8. The Bank is not responsible for possible unauthorized access of third parties to information provided within RBS, as well as for possible distortion of the said information transmitted through RBS.

5.9. Client is responsible for the correct preparation of Applications and Orders. The Bank is not responsible for any losses incurred by the Client as a result of the Bank executing the Client's Applications and Orders that were drawn up with errors.

5.10. The Client (user) is responsible for accessing RBS services on devices owned and not owned by the Client, for the transfer of OTP to third parties, for the risks associated with possible violation of confidentiality and integrity of information, as well as possible unlawful actions of third parties.

5.11. The Bank is not liable to the Client for the actions of the Client's Representative committed by him before the Bank receives the Client's written application for termination of the powers of the Client's Representative.

5.12. The Client bears liability (including financial liability) if his counterparty or recipient of funds is on the list of persons involved or suspected of involvement in money laundering and/or terrorist activities and/or proliferation of weapons of mass destruction and/or sanctions lists.

6. PROCEDURE FOR PROVIDING SERVICES THROUGH REMOTE BANKING SERVICES

6.1. By joining the Agreement through the Application Form, the Parties acknowledge that the Bank's Client gains access to all RBS services provided by the Bank.

6.2. Services/Banking products through RBS services in some cases may be provided in limited quantities depending on the software and hardware capabilities of RBS and the bank's internal regulatory documents.

6.3. Login to the Personal Account is carried out through the Mobile Appendix and the Bank's website. Access to the Personal account is provided to the Client upon positive

Authentication, including digital.

6.4.The Client independently and at his own expense provides the technical, software and communication resources necessary to organize access to RBS services, and also ensures the protection of these resources from unauthorized access and malicious software.

6.5.The provision of services through RBS is carried out in accordance with the Current Legislation, the Agreement, its Appendices, the Bank's Tariffs, as well as the rules of the Payment System.

6.6.The use of RBS services is carried out by the Client personally; the transfer of rights within RBS to the Client's Representative is not permitted.

6.7.The Bank reserves the right, at its sole discretion, to change the list of Services/Banking Products provided through RBS at any time in the manner prescribed by this Agreement.

6.8.The Bank accepts Applications and Orders 24 hours a day. The Bank executes the Client's Applications and Orders in the order they are received no later than the next Operational Day or as determined by the Current Legislation, unless otherwise provided by this Agreement concluded between the Client and the Bank.

6.9.The Bank has the right to unilaterally introduce permanent or temporary restrictions on the amounts and number of Client Orders generated via RBS, as well as introduce other restrictions in order to ensure the security of settlements via RBS.

6.10.The Bank has the right to refuse the Client to execute the Application, Order, transmitted using RBS, in cases:

- in the event of failures in the software of RBS services, when the Bank carries out preventive measures for the software, as well as in other cases beyond the control of the Bank (force majeure circumstances, power outages, telecommunications failures, etc.);
- identification of signs of a security breach during the transfer of an Application or Order using RBS, including if the Bank has reason to believe that the execution of the Application or Order may result in losses for the Bank or the Client;
- if there are no Available monetary funds on the Client's Account/Card/Wallet sufficient to carry out the Transaction specified in the Application or Order, including the amount of the Bank's commission in accordance with the Bank's Tariffs in effect on the date of the Transaction;
- if the amount of the Transaction exceeds the established Spending limit;
- upon detection of non-existent/incorrect details specified by the Client in the Application or Order;
- if the Bank receives information about the Client's violation of the terms of the Agreement;
- if the Operation, formalized by the Order, is related to the Client's implementation of entrepreneurial activity;
- identifying signs of violation of the Current Legislation by the Client;
- in other cases stipulated by the Current Legislation, the Agreement, the rules of the Payment System and the Agreements concluded between the Bank and the Client.

6.11.The Bank has the right, without notifying the Client, to temporarily suspend or limit the Client's access to RBS if the Bank has reasonable grounds to believe that an attempt at unauthorized access on behalf of the Client is possible. Suspension or

restriction of the Client's access to RBS at the initiative of one of the Parties does not entail termination of obligations for mutual settlements and compensation for losses that arose prior to the termination of the provision of RBS.

6.12. The Client has the right to contact the Bank's Contact Center for confirmation of the execution of Applications and Orders submitted via RBS.

6.13. The Client agrees that the Client Identification and Authentication methods used when conducting transactions through RBS are sufficient and properly confirm the Bank's rights to conduct Transactions on the Client's Accounts/Cards and provide other information within the framework of RBS.

6.14. The Parties acknowledge that the Client uses the Access Tools as confirmation of the legitimacy, authenticity, immutability, integrity and authorship of the Applications and Instructions transmitted by the Client via RBS and agree that this:

- certifies the fact of drawing up and signing the Statements, the Order on behalf of the Client;
- recognized as equivalent to a handwritten signature in a paper document;
- Statement, Order accepted in the Confirmation window is transferred to the Bank in the manner provided for in the Agreement and ensuring the preservation of all mandatory details of Statements, Orders.

All Statements, Orders transmitted by the Client via RBS within one continuous time interval during which the Client and Bank software remains operational and the Client Authentication is valid, are considered transmitted by the Client and received by the Bank.

6.15. When using RBS, Client is obliged not to disclose to other persons information that can be used to access RBS, including the Access Tools.

6.16. All actions/Transactions performed by the Client or the Bank via RBS are recorded in the Bank's information systems in the form of electronic documents and electronic messages. In the event of any disagreement between the Bank and the Client related to actions/transactions performed through RBS, the Parties shall accept as evidence electronic documents and electronic messages stored in the Bank.

The relevant statements generated by the Bank on actions/Transactions performed using RBS, on paper media in the Bank's form, signed by an authorized person of the Bank and sealed with the Bank's seal, are sufficient evidence of the facts of the Parties' performance of the Transactions and actions provided for in the Agreement, and can be used in resolving any disputes, as well as provided to any judicial authorities.

Electronic documents and electronic messages drawn up/sent/generated by the Bank and the Client via RBS are stored in the Bank for the periods established by the Current Legislation.

6.17. In case of unauthorized access to RBS and/or loss of access means, the Client undertakes to immediately block access to RBS by calling the Bank's Contact Center, providing the PID and Memorable word data. To restore access to RBS services, the Client must contact the Bank's Contact Center.

6.18. The Client undertakes to exclude the possibility of other persons using the Mobile Phone Number, and in the event of grounds to believe that the Mobile Phone Number may be used in bad faith by other persons, to immediately notify the Bank of the loss/theft, change of the Mobile Phone Number by contacting the Bank's Contact Center.

Until the Bank receives Statements on the change of the Mobile Phone Number, the Client is responsible for actions performed using the Mobile Phone Number provided to the Bank or specified/changed independently.

6.19.The Bank shall take all reasonably sufficient measures to prevent unauthorized/illegal access by third parties to restricted information related to the Client's use of RBS.

6.20.The Client independently ensures the information security of the device through which access to RBS services is provided.

6.21.Procedure for the provision and use of Mobile Bank services.

6.22.The Mobile Bank service is provided to all Bank Clients with the opportunity to purchase Banking products, conduct One-time transactions and receive Information transactions.

To access the Mobile Bank service, the Client uses the Access Tools.

When using the RBS services, the Client has the ability to send Statements and Orders to the Bank.

Through the RBS services, the Client has the ability to:

- issue Regular Orders by setting up the relevant templates. The Client independently selects one of the available options for the frequency of execution of the Regular Order. To execute a Regular Order, the Client must ensure that there are sufficient funds on the Card/Account to transfer funds, including the Bank's commission fees provided for by the Bank's Tariffs. If at the time the Bank executes the Regular Order, there are insufficient funds on the Card/Account to execute the Regular Order, taking into account the Bank's commission fees, the funds will not be transferred, of which the Bank notifies the Client by sending a corresponding SMS notification to the Mobile Phone Number or by posting a corresponding notification in the Personal Account;

- transfer funds in national currency (within the Republic of Uzbekistan) from Accounts opened in the Bank/Cards, including in favor of third parties to Accounts/Cards opened both in the Bank and in other banks. In foreign currency from Client accounts to their own accounts opened in the name of the Client. Money transfers carried out through international money transfer systems;

- make payments for goods/works/services, including payment of loans provided by the Bank, fines, taxes and fees, services of budgetary organizations, organizations providing utilities, telecommunications services and other payments;

- other capabilities included in RBS.

To generate Applications, Orders in RBS services and confirm the legitimacy, authenticity, integrity and authorship of Applications, Orders, the Client uses the Access Tools, Operation Acceptance and/or Verification code.

The Client hereby acknowledges that the Internet is not a secure access channel and bears all risks associated with a possible breach of confidentiality and integrity of information during its transmission via the Internet

6.23.Additional services provided by the Bank within the framework of RBS.

6.23.1. SMS notification:

SMS notifications are provided to Clients who have connected this service via:

- bank points of sale;
- RBS;

- through information kiosks/ATMs of any banks of the Republic of Uzbekistan using Uzcard, HUMO and IPS cards.

As part of the SMS notification service, the Bank / Processing center sends information in the form of SMS messages to the Client's mobile phone number on Transactions made using the Card or its details, information on the expiration of the Card, suspension of transactions on the Accounts, if technically possible (based on decisions of authorized bodies), on the Client's obligations to the Bank on loans, and other information.

The Bank reserves the right to make changes to the list of information provided as part of the SMS notification service in the manner prescribed in the Agreement.

The Client hereby confirms that until the Bank is notified of a change in the Mobile Phone Number, an SMS message sent to the Mobile Phone Number provided by the Client to the Bank is considered to be sent directly to the Client.

The date of receipt of SMS messages (SMS notifications) by the Client is the date of sending the SMS message by the Bank/Processing Center to the Mobile Phone Number. The Bank shall not be liable for failure to deliver SMS messages to the Client due to the fault of the mobile operator or in cases where the Client is outside the coverage area of the mobile network, the mobile phone is switched off, faulty and in other cases beyond the control and unknown to the Bank, while the SMS message is considered received by the Client on the day of sending by the Bank.

The Client confirms that the SMS message sent to the Mobile Phone Number is considered sent directly to the Client.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1.The Agreement shall enter into force on the date of the Client's accession to the Agreement and shall be valid indefinitely. At the same time, the validity period of the Agreements concluded under the Agreement may be limited.

7.2.Termination of the Agreement is carried out on the basis of the Client's Statements submitted via the Bank's Contact Center, RBS and the Bank's division. Termination of the Agreement entails the termination of all Agreements concluded within the framework of the Agreement and the closure of the relevant Accounts (Cards), unless otherwise provided by specific Agreements on the provision of banking products, while the Client must fulfill its obligations that arose prior to the termination of the Agreement, under all concluded Agreements.

7.3.Termination of a separate Agreement on the provision of a banking product concluded within the framework of the Agreement does not entail termination of the Agreement.

7.4.The closing of the Account(s)/Card(s) and the return of the remaining funds to the Client shall be carried out in the manner and within the timeframes established by the Current Legislation and the Agreement on the provision of a banking product, concluded under the terms of the Appendices to the Agreement and the rules of the Payment Systems (if necessary).

7.5.The Bank has the right to unilaterally refuse to perform the Agreement in whole or in part in cases stipulated in the Agreement, by notification through the Bank's Contact Center, RBS or in writing. In this case, the Agreement will be considered terminated on

the third day from the date of sending the notice by the Bank.

8. FORCE MAJEURE

8.1.The Parties shall not be liable for failure to fulfill their obligations under the Agreement and/or Contracts if such failure was caused by force majeure circumstances such as natural disasters, military actions, earthquakes, fires, strikes or other disasters (failure of equipment, software, power supply and data transmission systems that did not arise through the fault of one of the parties but affect the fulfillment of their obligations), mass riots, adoption of restrictive and prohibitive acts by government bodies, state administration and supervision, as well as the Central Bank of the Republic of Uzbekistan, utility accidents, sanctions and embargoes against countries and other events that the Parties cannot influence and are not responsible for their occurrence, the consequence of which was a limitation or exclusion of the possibility of fulfilling the Agreement or any of the concluded Agreements on the provision of a banking product, the term for fulfilling the obligations of the Parties is postponed until the end of these circumstances affecting the fulfillment of the Agreement or the relevant Agreement on the provision of a banking product. If force majeure circumstances arise, the Client must, within 3 (Three) calendar days, inform the Bank, and the Bank in any available way, including (on the Bank's website, SMS notification, RBS, etc.) about the impossibility of fulfilling obligations under the Agreement and /or Agreements on the provision of a banking product concluded within its framework.

8.2.Force majeure circumstances shall be considered force majeure if they are confirmed in the manner prescribed by law by the bodies authorized to do so.

9. FINAL PROVISIONS

9.1.In the event of disagreements and disputes regarding the terms and fulfillment of the terms by the Parties to the Agreement and/or individual Contracts concluded within its framework, the Parties shall take all measures aimed at resolving the disputed situation through negotiations and sending letters. The Party that received the letter of disagreement must review it within 15 (fifteen) days and send a reasoned response.

9.2.In case of disagreement with the actions of the Bank within the framework of the provision of services under the Agreement, including the Client's protest of the Operation carried out by the Bank under the Application, Instruction within the framework of RBS, the Client may contact the Bank's Contact Center.

9.3.All disputes between the parties arising from the Agreement, Contracts and obligations arising from them, including their execution, modification, termination, termination, arising as a result of non-fulfillment of the contract shall be subject to consideration in the civil court at the place of legal registration of the Bank.

9.4.In everything that is not provided for in the Agreement, the Parties are guided by the Current legislation.

9.5.All changes and additions to the Agreement and/or Appendices to the Agreement are valid if they are made in accordance with the requirements of the Agreement.

10. BANK ADDRESS AND DETAILS

JSC «APEX BANK»

Address: Tashkent, Yakkasaray district,
Bratislava street, 2

MFO: 01196, INN: 310329897

Contact center number: 1881

APPENDIX №1

to the General Agreement on servicing
individuals in JSC "APEX BANK"

PUBLIC OFFER to join the General Agreement on servicing individuals in JSC "APEX BANK"

This Public Offer (hereinafter referred to as the "Offer") is addressed to individuals - holders of bank cards in the national currency of the Republic of Uzbekistan issued by commercial banks of the Republic of Uzbekistan, and is an official public offer of JSC "APEX BANK" (hereinafter referred to as the "Bank") to conclude an agreement of accession to the General Agreement on servicing individuals in JSC "APEX BANK" (hereinafter referred to as the Agreement) under the terms of Articles 360 and 369 of the Civil Code of the Republic of Uzbekistan, in the manner and to the extent set out in this Public Offer.

This Public Offer contains the general conditions for the conclusion and accession of an individual to the Agreement.

Owners of bank cards who do not have a bank account opened with the Bank may use remote banking services (RBS), carried out without using accounts opened in their name with the Bank. The list of such services is specified in the Agreement and is also determined by the functionality of the Bank's Mobile Application.

At the same time, if an account/SCA is subsequently opened with the Bank, an individual will be able to use the full functionality of banking services and products provided by the Bank; for this, they will need to register a card issued by the Bank in the Bank's Mobile application.

1.The Contract of accession to the Agreement shall be deemed concluded and shall enter into force from the moment an individual (hereinafter referred to as the "Client") performs the actions provided for in this Offer and signifying the unconditional acceptance by the Client of all the terms of this Public Offer and the Agreement without any exceptions or restrictions.

2.Acceptance of the Public Offer is considered confirmed after the Client has completed the following actions:

- **downloading the Bank's Mobile application to a Mobile device with a pre-installed operating system (Android and/or iOS) or logging in with your login to the Internet Bank;**

- **submission of the required data (completion of the registration procedure) in the Bank's Mobile Application or in the Internet Bank;**

- **receiving the Confirmation Code and entering it in the Confirmation window of the Bank's Mobile Application or in the Internet Bank (setting up a PIN code and/or Touch ID).**

3.The rights and obligations, the procedure for resolving disputes and other relationships of the Parties are defined in the Agreement and arise, among other things, on the basis of the actions of the Client, the provision by the Client of Orders, applications, requests, etc. accepted by the Bank for execution, including those sent by the Client through the Mobile Bank and the Bank's Contact Center.

4.By accepting this Offer, the Client confirms:

- that he/she has read and agrees with the terms of this Offer, the Agreement and the Bank's Tariffs and undertakes to comply with them;

- that the Login, Password and one-time variable codes used in accordance with the Offer are sufficient means of certifying his/her right to manage funds in his/her bank accounts;

- that he/she is aware that the verification of actions performed within the framework of the services of the Systems and the Mobile Appendix will occur, among other things, using one-time variable codes sent to the Mobile Phone Number and/or Email via SMS/messages, respectively;

- his/her awareness of the need to notify the Bank of his/her new mobile phone number in the event of loss of his/her mobile phone, as well as of a change in the email address and other personal data;

- his/her consent to the opening of a demand deposit account in national currency, after successful completion of digital identification.

5.5. The Client grants the Bank the right to process his personal data, as well as to transfer them and process them by third parties (LLC "EOPC", LLC "Milliy banklararo protsessing markazi", credit history bureau, State Tax Committee, on the status of deductions to INPS from JSC "Xalk Bank" and to other integrated databases of the Bank's partners and government agencies to obtain information) when providing the banking/financial services selected by the Client.

6. The Bank, via remote banking services (RBS), sends the Client a PUSH notification 10 (ten) days before the expiration of his PID, in order to promptly update the Client's personal data in the Bank's systems and prevent blocking of access to individual Operations in RBS.

7. In case of failure to timely (provide) update of personal data by the Client, the Client authorizes the Bank, no later than the next day after the expiration of the PID, to update personal data from official sources and, if necessary, request the necessary documents and/or information from the Client, the Client's Representative or the Beneficial Owners to update the information.

8. The provisions of the Agreement shall enter into force from the date of its conclusion by the Parties and shall remain in effect until its termination on the grounds provided for by the Agreement, as well as by the legislation of the Republic of Uzbekistan.

9. The Bank is not responsible for any consequences of use and/or inability to use the Mobile Application (when installing (downloading) the Application on a mobile device and during subsequent use of the Application), as well as for damage caused to any third party as a result of such use and /or inability to use the Application.

10. In the event of termination of the Agreement for any reason, all obligations that arose prior to the termination of the Agreement shall be fulfilled in full and in accordance with its terms.

11. The Offer forms an integral part of the Agreement.

12. This Offer is published in Uzbek and Russian languages, which have equal legal force. In case of discrepancies, the Russian text shall prevail.

13. BANK ADDRESS AND DETAILS

JSC «APEX BANK»

Address: Tashkent, Yakkasaray district,
Bratislava st., 2
MFO: 01196, INN: 310329897
Contact Center Number: 1881

PUBLIC OFFER
**on accession to the main conditions and procedure for implementing deposit
transactions of individuals in JSC "APEX BANK"**

1. GENERAL PROVISIONS

1.1. This Public Offer (hereinafter referred to as the Offer) is an official offer by JSC "APEX BANK" (hereinafter referred to as the Bank) to join the Client in accordance with Articles 360 and 369 of the Civil Code of the Republic of Uzbekistan, to the terms and procedure for carrying out deposit transactions of individuals in the Bank, as well as to provide the Client with services, the types of which are specified in paragraph 1.4. of this Offer.

1.2. The Offer contains the main terms of banking services for deposit transactions, which include the rights and obligations, liability of the Client and the Bank (hereinafter referred to as the Parties), the procedure for paying the commission fee and other conditions, compliance with which is the main principle of interaction between the Parties and is an integral part of the Agreement/Statements - Offer.

1.3. This Offer is also a document defining the procedure for providing deposit operations to the Client, the conditions for their provision and termination. The Offer is an integral part of the document executed by the Client, in the established form, for receiving specific banking services.

1.4. Within the framework of this Offer, the Client has the right to receive services available to individuals at the Bank, such as:

- opening and servicing of a demand deposit account in national currency;
- opening and servicing of a demand deposit account in foreign currency;
- servicing of term and savings deposits;
- other types of banking services performed using the above-mentioned deposits.

1.5. By accepting this Offer, the Client does not undertake any obligation to use all services available in the Bank, only as desired or necessary.

1.6. This Offer may be used to provide services to the Client (hereinafter referred to as the Depositor) at a branch of the Bank or through remote banking services (hereinafter referred to as RBS).

1.7. By signing the Statement for opening a deposit account (Form № 1 and Form № 2 to this Offer) or by accepting this public Offer through RBS, the Depositor confirms that he/she has read and agrees with this Offer and the current Tariffs of the Bank, which means unconditional acceptance of all the terms of the Offer.

1.8. Confirmation of the conclusion of the Offer and/or crediting of funds to the accounts of demand deposits, term or savings deposits (hereinafter referred to as the Deposit) of the Depositor via RBS (Personal Account, Bank mobile Appendix, etc.) is the execution of an operation to transfer the amount of funds to the deposit account and the receipt of an SMS notification about the completion of the operation.

1.9. A receipt order/memorial order serves as confirmation of the crediting of funds

to the Deposit opened in a Bank division. At the Client's request, a savings form may be additionally issued as confirmation.

1.10. A savings form is a document certifying in writing the operations carried out by the Bank on the deposit and guaranteeing the obligations assumed on the deposit. A savings form is equivalent to a savings book.

1.11. The depositor can receive information about the deposit balance, income and expenditure transactions, the end of the deposit term, as well as other necessary information about the deposit through the SMS notification service, a personal account opened through the Bank's official website or the Bank's mobile application.

1.12. The Depositor contributes monetary funds to the selected Deposit offered by the Bank, and the Bank undertakes to accept and return the amount of the Deposit, as well as pay interest, if any, in accordance with the terms of the Deposit.

1.13. The return of funds accepted as a Deposit by the Bank is guaranteed by the Deposit Guarantee Fund of citizens in banks of the Republic of Uzbekistan in accordance with the Law of the Republic of Uzbekistan "On guarantees of protection of citizens' deposits in banks" № 360-II dated 05.04.2002.

1.14. The Depositor independently selects the type of Deposit offered by the Bank, which he can open in a branch of the Bank or through RBS.

1.15. The Depositor may familiarize himself with the terms of all current Deposits in the Bank, which are posted in a publicly accessible place or through RBS, including on the Bank's website - www.apexbank.uz.

2. CONDITIONS, PLACEMENT AND RETURN OF FUNDS ON DEMAND DEPOSITS

2.1. Accounts opened with Demand Deposits are considered to be open-ended, subject to the terms of issuing funds (in whole or in part) upon the Depositor's first request.

2.2. The Bank has not established a minimum or maximum amount for a Demand Deposit.

2.3. Storage of funds in Demand Deposits is carried out without accrual of interest.

2.4. Additional contributions and partial withdrawals are provided, without any limitation on the amount.

2.5. Placement of funds in the Demand Deposit is carried out in cash and non-cash form, in the ways stipulated by the legislation of the Republic of Uzbekistan.

2.6. Demand deposits are opened at a Bank branch, as well as remotely via RBS systems.

2.7. Demand deposits in the Bank's divisions are opened upon presentation of an identity document, in accordance with the current legislation of the Republic of Uzbekistan, by submitting Statements by the Depositor, in the form and manner established by the Bank, with a reference to this Offer. In this case, the conclusion of a written Agreement is not required, the Offer is an integral part of the submitted application.

2.8. By signing the Statement, the Depositor confirms that he/she has read and unconditionally agrees with this Offer.

2.9. Opening of Demand Deposits through RBS is carried out on the basis of acceptance of the "Public Offer to join the General Agreement on servicing individuals in

JSC "APEX BANK", which means unconditional agreement with the terms of the Deposit and the Offer.

2.10. The execution of the Depositor's order to transfer funds from the Demand Deposit, in person, is carried out exclusively upon presentation of an identity document of the Depositor, in accordance with the current legislation of the Republic of Uzbekistan. Funds transfer from the Demand Deposit via the RBS system is carried out by submitting a corresponding request in the RBS system.

2.11. At the Depositor's request, the Demand Deposit may be closed at any time by submitting Statements to the Bank or by sending a request via the RBS system.

2.12. In the event that there is no balance on the Demand Deposit and no transactions within 12 months, the Bank has the right to automatically close the account without filing a corresponding statement.

2.13. Deposits that have a balance and have not had transactions for 12 months, after sending an SMS notification to the Depositor, are transferred to a dormant account. After the transfer of funds, the Deposit account is closed, a ban on spending transactions is placed on the dormant account. If the Depositor has expressed a desire to receive monetary funds located on the dormant account, the Depositor provides a Statement/request to lift the ban and transfer funds to a new deposit account.

2.14. Partial withdrawal (of the principal amount) or early return of the entire amount of the Deposit via the RBS system is carried out to an account or bank card opened in JSC "APEX BANK". In this case, subsequent funds transfer to accounts or bank cards opened in other banks is charged according to the current tariffs of the Bank.

3. TERMS, PLACEMENT AND RETURN OF FUNDS ON SAVINGS/TERM DEPOSITS

3.1. Placement of funds in term and savings Deposits is carried out in cash and non-cash form, in the ways stipulated by the legislation of the Republic of Uzbekistan and in accordance with the terms of a particular Deposit.

3.2. In case of registration of the Deposit in the Bank's division, the Depositor provides an identity document, in accordance with the current legislation of the Republic of Uzbekistan and a Statement, in the form established by the Bank. For term and savings Deposits, the parties conclude an agreement, which specifies all the essential terms of the Deposit. The rights and obligations of the parties, as well as the responsibility are specified in this Offer, which is an addition and an integral part of the concluded agreement. The signature of the Depositor in the executed agreement means familiarization and unconditional consent with this Offer.

3.3. Deposits opened through RBS are opened on the basis of acceptance of the Offer, which means the Client's full agreement with the Bank's Tariffs and the conditions offered by the Bank.

3.4. Operations on Deposits via the RBS system are not carried out in the following cases:

- if the operation of the RBS systems is temporarily not functioning due to technical reasons of one of the participants in the operation process;
- during the opening/closing of the Bank's operating day.

3.5. Interest on the Deposit is accrued daily, in accordance with the current legislation of the Republic of Uzbekistan. In this case, the calculated number of days in a

year is 365 days.

3.6.When opening a Deposit, interest is accrued daily, starting from the day following the day of crediting funds to the Depositor's account, until the day preceding their full return/full write-off from the account for other reasons.

3.7.For subsequent additional contributions to the Deposit, interest is accrued daily, starting from the day following the day of crediting/receipt of funds to the Depositor's account.

3.8.In case of crediting funds to the Deposit account on non-working/holiday days, the day of crediting shall be considered the first working day following the non-working day, while the accrual of interest shall be carried out starting from the day following the day of the operation to replenish the Deposit in the RBS system.

3.9.In the event that funds are received into the Deposit after the end/closing of the business day, the day of crediting to the account shall be considered the next business day, and interest shall be accrued starting from the day following the day of crediting of funds to the Depositor's account.

3.10.Partial withdrawal of the principal amount of the Deposit is made to an account or bank card opened with the Bank, and interest is accrued on the actual balance of the deposit, excluding the amounts of replenishments for the day. Interest is accrued on the smallest amount of the balance of the Deposit during the day, and the smallest amount of the balance of the deposit is the minimum balance minus all amounts withdrawn from the deposit during the day, excluding replenishments to the deposit.

3.11.Interest is not accrued during the period when the Bank, due to the seizure of the Depositor's account, could not use the monetary funds available in this account.

3.12.Payment of interest on Deposits is carried out in accordance with the terms of the Deposit, the procedure for payment of interest is specified in the concluded agreement or accepted Offer.

3.13.If the day of return due to the end of the deposit term falls on a weekend or holiday (non-working) day, the deposit is issued on the first working (banking) day after the weekend or holiday (non-working) day. In this case, interest for weekends or holidays (non-working) days is not accrued.

3.14.Early closure of the Deposit is carried out on the basis of the terms of the Deposit and are specified in the concluded agreement or accepted Offer, exclusively to the account or bank card opened in the Bank.

3.15.The Deposit Account is automatically closed after the transfer of the Deposit funds, upon expiration of the Deposit storage period, or upon early closure of the Deposit.

4. Rights and obligations of the depositor

4.1.By accepting (agreeing) with this Offer, the Depositor confirms that he/she has read the Offer and fully agrees with it, also assumes the obligation to comply with all requirements and conditions, and also gives consent for the Bank to open the appropriate accounts in the currency required by the Depositor.

4.2.When opening a Deposit, the Depositor is notified and agrees that the Bank may send Bank news, as well as information on transactions, to the above-mentioned mobile phone number in the form of SMS messages and other methods that do not contradict the legislation of the Republic of Uzbekistan.

4.3. By this Offer, the Depositor gives consent to the collection, processing, accumulation, storage, modification, addition, use of all his personal data, in any form that allows confirmation of the fact of its receipt, necessary for receiving banking services, for photographing, scanning documents and using the resulting image for identification and for the purpose of receiving services in the Bank, in a form satisfactory to the Bank.

4.3.1. In the event of an erroneous crediting of funds to the Deposit by the Bank, the Client grants the Bank the right and gives consent (previously given acceptance) to write off monetary funds from the Deposit without additional instructions from the Client in the amount of the erroneously credited funds to the Deposit and/or the excess accrued/paid interest on the Deposit amount.

4.4. The Depositor has the right:

4.4.1. After the funds have been credited to the Deposit, receive confirmation in the prescribed manner.

4.4.2. Receive information about Deposit transactions via SMS messages and/or RBS (the Bank's mobile application, and the personal account located on the Bank's official website - www.apexbank.uz).

4.4.3. Provide banking services for the Deposit, including through RBS.

4.4.4. Receive statements on the deposit account in the established manner.

4.4.5. Dispose of the Deposit personally or grant the right to dispose of the Deposit to third parties, in accordance with the legislation of the Republic of Uzbekistan.

4.4.6. Use other rights of the Depositor in accordance with the current legislation of the Republic of Uzbekistan.

4.4.7. Freely dispose of the amount of the Deposit and accrued interest, if any.

4.4.8. To claim the amount of the Deposit upon expiration of its term, as well as early, in the manner established in this Offer.

4.4.9. Use other rights of the Depositor in accordance with the current legislation of the Republic of Uzbekistan.

4.5. The Depositor is obliged to:

4.5.1. Review the terms of the Deposit and this Offer.

4.5.2. Comply with the terms and conditions of this Offer.

4.5.3. Provide the Bank with exclusively truthful, accurate, and reliable information.

4.5.4. Conduct account transactions in strict accordance with the current legislation of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan and other authorized bodies.

4.5.5. When opening a Deposit through RBS, be a user of RBS Bank, undergo digital identification, verification in accordance with the established legal procedure, and have sufficient funds in the bank card account to make the initial amount (contribution) of the Deposit.

4.5.6. In the event that funds are discovered to have been erroneously credited to accounts and/or written off from accounts, immediately notify the Bank thereof and do not use the accounts to carry out transactions related to business activities.

4.5.7. Pay commission fees related to banking operations on the Deposit, stipulated by the Bank's Tariffs on the day the operation is performed.

4.5.8. Ensure the confidentiality of data (login, passwords, PIN codes) that give the

right to manage the funds of the Deposit through RBS and not transfer them to third parties.

4.5.9. Immediately notify the Bank of any unauthorized access with his/her RBS login and password and/or any security breach.

4.5.10. Manage the Deposit personally or grant the right to manage the Deposit to third parties by executing a notarized power of attorney, in accordance with the legislation of the Republic of Uzbekistan.

4.5.11. Within 3 calendar days, notify the Bank of any change in place of residence, place of work, last name or first name, or other circumstances that may affect the fulfillment by the Depositor of his obligations under this Offer.

4.5.12. Fulfil other obligations in accordance with the current legislation of the Republic of Uzbekistan.

4.6. In the event of the death of the Depositor, all his rights and obligations shall pass to his heirs in the manner established by the legislation of the Republic of Uzbekistan.

5. RIGHTS AND OBLIGATIONS OF THE BANK

5.1. The Bank has the right:

5.1.1. In case of early demand by the Depositor of the Deposit amount before the expiration of its term, return the Deposit in accordance with the terms of the Deposit.

5.1.2. In the event of receipt of enforcement documents from the relevant government agencies, regardless of the Depositor's objections, take measures (imposition of an arrest on monetary funds, direct debiting of funds, suspension of account transactions, etc.) in the manner established by the legislation of the Republic of Uzbekistan.

5.1.3. Charge a commission fee in accordance with the established Tariffs of the Bank for the service provided for banking operations with funds in the Depositor's accounts, including without an additional order from the Depositor (without acceptance).

5.1.4. In order to combat the legalization of proceeds from criminal activity and the financing of the proliferation of weapons of mass destruction, the Bank has the right to require the Depositor to provide information and documents that allow the identification of the Depositor and confirm the legality of transactions carried out on accounts.

5.1.5. Suspend transactions on accounts or refuse to execute them in cases stipulated by the current legislation of the Republic of Uzbekistan and the legislation on combating the legalization of proceeds from criminal activity and the financing of the proliferation of weapons of mass destruction.

5.1.6. Send Bank news, information, advertising materials and commercial offers of the Bank, as well as information on transactions carried out from the Depositor's account by mail, electronic means of communication, SMS messages to the addresses/phone numbers specified by the Depositor in the Bank's system, or otherwise. The Depositor bears all risks associated with the fact that the sent correspondence will become available to third parties.

5.1.7. Transfer Deposits that have a balance and have not had transactions for 12 months to a dormant account, with a ban on making debit transactions until the Client

provides the Bank with a corresponding order (Statement/request), in accordance with the Bank's internal regulatory documents.

5.1.8. Set limits on the transaction amount.

5.1.9. In case of discrepancy between the transactions and the information specified in the Client's KYC questionnaire, reject the transactions, refuse to provide the service and unilaterally terminate this Offer in accordance with the law.

5.1.10. In order to study the Client's transaction, request additional information.

5.1.11. In the event that the Client or its operation is subject to sanctions and there is such a risk, refuse to carry out operations or unilaterally terminate the Offer, in accordance with the law.

5.1.12. Ensure banking secrecy regarding the Client's accounts and transactions.

5.1.13. The Bank has the right to suspend the Client's accounts in accordance with the legislation of the Republic of Uzbekistan.

5.1.14. Enjoy other rights in accordance with the current legislation of the Republic of Uzbekistan.

5.2. The Bank is obliged to:

5.2.1. Post the terms and conditions of the Bank's current and proposed deposits on its official website – www.apexbank.uz.

5.2.2. Accept from the Depositor and credit to his Deposit the required amount, as well as additional contributions, if provided for by the terms of the Deposit;

5.2.3. Accrue and pay interest in accordance with the terms of the Deposit, the concluded Agreement/Offer, and this Offer;

5.2.4. Upon expiration of the Deposit term, return the Deposit amount, together with additional contributions, if any, on the basis of the Agreement/Offer;

5.2.5. Ensure the safety and inviolability of funds in accounts. The seizure of funds in accounts or the suspension of operations on accounts may only take place in cases stipulated by the current legislation of the Republic of Uzbekistan;

5.2.6. Ensure the protection of information constituting a banking secret, provide information about the Depositor and the Deposit to third parties only in cases and in the manner established by current legislation;

5.2.7. In case of changes to this Offer, as well as to the Bank's Tariffs, the Bank is obliged to post them on its official website – www.apexbank.uz.

5.2.8. Fulfil other obligations, including those to the Depositor, in accordance with the current legislation of the Republic of Uzbekistan.

6. RESPONSIBILITIES OF THE PARTIES

6.1. For failure to fulfill or improper fulfillment by the parties to the Offer of their obligations, the party that violated the terms of the Offer shall be liable in the manner established by the current legislation of the Republic of Uzbekistan.

6.2. The investor is responsible/risk for:

6.2.1. Safety of received information about the Deposit and about transactions on the Deposit through RBS.

6.2.2. Ensuring the safety and confidentiality of data (login, passwords, PIN codes) that give the right to manage the funds of the Deposit through RBS, as well as for losses that may arise as a result of the Depositor's failure to comply with the requirements for

ensuring the safety and confidentiality of such information.

6.2.3. Illegal access of other persons to the use of the remote servicing service provided by the Bank under this Offer to the Depositor, as a result of the intent or negligence of the Depositor himself and for all consequences caused by such illegal access.

6.3. The Bank is not responsible for:

6.3.1. Transactions carried out on behalf of the Client, in the event of untimely notification of a change in the Client's address and/or telephone number, including mobile phone, last name, first name or patronymic, replacement of an identity document, as a result of which the provision of remote servicing services may be suspended or information constituting a banking secret may be disclosed.

6.3.2. Transactions carried out if the Depositor or his legal successor fails to promptly notify the Bank in writing of the termination of the power of attorney.

6.3.3. Unauthorized transactions carried out through RBS by other persons, in cases where the Depositor's mobile phone has fallen into the possession of third parties.

6.3.4. Divulgence (disclosure) by the Depositor of the login and password for access to RBS to other persons.

6.3.5. Financial and/or any damage caused as a result of unauthorized access to the Depositor's account in RBS.

6.3.6. Transactions carried out by third parties as a result of the Depositor's negligence, intent, actions or inactions, which have led/will lead to any financial losses for the Depositor.

6.3.7. Client transactions suspended or frozen as a result of the Client's failure to comply with financial sanctions and prohibitions, including those imposed by the correspondent bank.

6.3.8. Unauthorized transactions on the Deposit before the Depositor provides a written Statement on the disclosure of the RBS login/password, the use of the Depositor's mobile phone number by other persons and all cases of unauthorized access to RBS.

6.4. The parties are released from liability for complete or partial failure to fulfill obligations under this Offer, if proper fulfillment turned out to be impossible due to force majeure circumstances, that is, extraordinary and unpreventable circumstances under the given conditions, due to natural conditions, due to a delay in fulfilling obligations (moratorium) based on a decision The Government of the Republic of Uzbekistan, due to the suspension of the law or other act governing the relevant relations.

7. OTHER CONDITIONS

7.1. The parties shall seek to resolve any disputes that may arise from or in connection with this Offer through bilateral negotiations. If the parties fail to reach an agreement, the dispute between them shall be resolved in accordance with the procedure established by the current legislation of the Republic of Uzbekistan in a court of general jurisdiction at the location of the plaintiff.

7.2. The Depositor is informed about the terms of the Bank's operating day; in the event of an operation being carried out through RBS after the close of the operating day, he is notified that the operation on the Deposit will be reflected on the next operating day.

7.3.In cases not provided for by this Offer, the parties will be guided by the requirements of the current legislation of the Republic of Uzbekistan.

7.4.This Offer shall enter into force on the date of its acceptance by the Client/Investor and shall remain in effect until the Parties have fully fulfilled all obligations under this Offer.

8. BANK ADDRESS AND DETAILS

JSC «APEX BANK»

Address: Tashkent, Yakkasaray district,
Bratislava st., 2

MFO: 01196, INN: 310329897

Contact Center Number: 1881

Application for the provision of banking services

SURNAME, NAME, PATRONYMIC**PERSONAL DATA****PERSONAL IDENTIFICATION DOCUMENT:**

PASSPORT/ID CARD OF RESIDENT

RESIDENCE PERMIT

FOREIGN CITIZEN'S PASSPORT

OTHER (SPECIFY)

SERIES AND NUMBER

ISSUED BY

DATE OF ISSUE

REGISTRATION ADDRESS

POSTCODE/COUNTRY (REPUBLIC)/CITY/DISTRICT/SETTLEMENT/STREET (MICRODISTRICT)/QUARTER/HOUSE (BUILDING)/APARTMENT

PHONE: HOME

MOBILE

I ASK YOU TO PROVIDE ME:

TYPES OF DEPOSIT ACCOUNTS :

 USD EURO

TYPES OF PLASTIC CARDS :

UZCARD

HUMO

connect the SMS notification service

TYPES OF CREDIT:

 MICROLOAN CAR LOAN

In accordance with the Law of the Republic of Uzbekistan "On Personal Data", I confirm my consent to the processing of my personal data by JSC "APEX BANK" and its affiliates: collection, systematization, accumulation, storage, clarification (updating, modification), use, blocking, depersonalization, destruction. The term of my consent is unlimited.

I hereby confirm that the data I have provided in this Application is accurate and up-to-date. I have read and agree to the terms of the General Agreement, the Public Offer for opening and maintaining a demand deposit account / the Public Offer Agreement for issuing and servicing bank cards and the Bank's Tariffs..

DATE:

APPLICANT'S SIGNATURE:

DATE

APPLICATION ACCEPTED BY:



To the chief

Full name

Statement for opening a term/savings deposit " _____ " and a plastic card of the Bank

PERSONAL INFORMATION:

Full name: <SURNAME> <NAME> < PATRONYMIC >
INFORMATION about PID: <TYPE OF DOCUMENT>, <SERIES> <NUMBER> ISSUED <DATE OF ISSUE OF THE DOCUMENT >, PLACE OF ISSUE < WHO ISSUED THE DOCUMENT >
Registration address: <Address type>, <Country>, <Postal code>, <Region>, <District/ City>, <populated place / Mahalla>, <Street>, House>, <Block>, <Apartment number>
Telephone: < Main mobile number >
E-mail: <Email>

I, <Surname> <Name> <Patronymic>, hereby confirm my consent to the processing of personal data by JSC "APEX BANK" and its affiliates and confirm my familiarization with and agreement with the terms of the Public Offer of accession to the main terms and procedure for the implementation of deposit transactions of individuals in JSC "APEX BANK".

I ask you to open a Deposit Account in my name and accept monetary funds into the Deposit on the following terms:

INFORMATION ABOUT THE DEPOSIT PRODUCT OF THE BANK " _____ "

Deposit account number			
Deposit amount			
Deposit currency	UZS <input type="checkbox"/>	USD <input type="checkbox"/>	EUR <input type="checkbox"/>
Deposit term			
Deposit opening date			
Deposit expiration date			
Minimum deposit amount			
Interest rate (annual)			
Interest payment procedure			
Interest payment account	20206 <input type="checkbox"/>		
Deposit return account	20206 <input type="checkbox"/>		
Non-minimum balance amount			
Additional contribution	have <input type="checkbox"/>	No <input type="checkbox"/>	
Partial withdrawal	have <input type="checkbox"/>	No <input type="checkbox"/>	
Interest capitalization	have <input type="checkbox"/>	No <input type="checkbox"/>	
Terms of early deposit closure			

Please open under my name:

Plastic card of the Bank	HUMO <input type="checkbox"/>	UZCARD <input type="checkbox"/>
Connect the SMS notification service to the phone number:	<input type="checkbox"/> < mobile number >	

I have read and agree with the terms of the Public Offer Agreement for the issue and maintenance of bank cards.

Date: <Current date>**Signature of the Applicant:**

Accepted by OP "ALPHA" _____

PUBLIC OFFER
on provision of online microloan through remote banking
services in JSC "APEX BANK"

1. TERMS AND DEFINITIONS

Automatic repayment — a banking service for executing the Borrower's order for the direct debiting of funds from the Borrower's cards/accounts to pay off payments in accordance with the Repayment Schedule or the Borrower's overdue debt under the Loan. This service is activated in accordance with the procedure established by internal banking rules.

Bank — JSC «APEX BANK».

Client Verification — verification of the relevance, correctness and completeness of the Client's personal data received and available to the Bank.

Date of microloan provision — the date of crediting by the Bank of funds to the demand deposit account/bank card, including the virtual card/electronic wallet of the Borrower.

Redemption date — the calendar date established by the Loan Repayment Schedule, no later than which the Client is obligated to make payments to repay the Loan debt.

RBS (remote banking service) — remote sales channels of the Bank and its Partners, which involve the registration of the Client and the execution of credit transactions remotely, without the Client visiting the Bank.

Borrower/Client — an individual (citizens/residents of the Republic of Uzbekistan, permanently residing in the Republic of Uzbekistan), who has an income and meets all the requirements for the terms of the online Microloan product passport, who has submitted a Statement to the Bank to receive a microloan in electronic form and has entered into an Agreement.

Identification — This is a procedure for recognizing/determining/equating a Client by its identifier, which uniquely identifies this subject in information systems.

Individual microloan conditions — conditions that determine the term, amount of the loan, interest rate, and also regulate the relations of the parties in the area of the parameters of the loan issued.

These conditions are calculated by the Bank for the Client individually, displayed and confirmed by the Client by accepting this Public Offer and Individual Conditions through RBS.

Credit/microloan — monetary funds allocated by the Bank to the Borrower by crediting them to the demand deposit account/bank card, including the Borrower's virtual card/electronic wallet within the framework of the Agreement.

Loan application — This is a document (generated in remote banking services - RBS), which is sent by the Client (potential borrower) to the Bank via RBS, in order to

assess the likelihood of providing him with an online microloan and contains general information about the requested microloan on the terms stipulated by this Public Offer.

Bank mobile application — Appendix (software) for the Mobile device, providing the Client with the ability to access the JSC "APEX BANK" system online. To install the Bank's Mobile Application on the Mobile device, the Client independently performs actions in accordance with the User Guide posted on the Bank's Official Website www.apexbank.uz.

Collateral for microloan — insurance policy against the risk of non-repayment of a loan in the amount of at least 125% of the microloan amount, for persons associated with the Bank at least 130% of the microloan amount.

Personal data — recorded on an electronic, paper and (or) other tangible medium of information, relating to a specific individual or allowing for his identification.

Payment undertaking — the Borrower's obligations to repay the Amount overdue under the Agreement, in the amount and within the timeframes specified in the Agreement.

Effective interest rate — the interest rate in reliable, annual and effective calculation, the calculation of which takes into account the Borrower's payments related to the credit transaction. The full cost of the credit transaction includes all the Borrower's expenses related to receiving and processing the credit transaction, as well as payments related to servicing (repayment) of the credit transaction.

Parties — Client / Borrower and Bank

2. BASIC PROVISIONS

2.1. According to this Public Offer, the Bank offers individuals-Clients of JSC "APEX BANK" to conclude an Agreement on the provision of a microloan (hereinafter referred to as the Agreement) in national currency, through RBS, on these general terms of the Public Offer and Individual terms of the microloan.

2.2. The agreement on the provision of a microloan is concluded in accordance with Articles 367, 369, 370 of the Civil Code of the Republic of Uzbekistan, the General Agreement on servicing individuals of JSC "APEX BANK" and comes into force from the moment the Client performs the actions provided for in this Public Offer.

The terms of this public offer are mandatory without any exceptions or restrictions for the Borrower and the Bank after acceptance by the Borrower.

2.3. Specific requirements that Clients must meet in order to receive a microloan in accordance with these terms of the Public Offer, the amount of the microloan, the terms, as well as other conditions are communicated to Clients by posting relevant information about the Microloan credit product in a publicly accessible place (on the Bank's official website on the Internet at: www.apexbank.uz, RBS services, through the Bank's Contact Center, in the media, etc.).

2.4. By agreeing with the terms of the microloan and accepting the offer on the terms of information transfer and sending the Credit Application, the Client accepts this Public Offer online using RBS funds or other methods established by the Bank. This acceptance is the basis for the Bank to preliminarily review the Credit Application of the Client as a potential Borrower. If the Bank approves the Client's application, the Bank provides the Client with Individual terms of the microloan. If the Client accepts the

Individual terms of the microloan, the Agreement on the provision of a microloan on the terms stipulated by this Public Offer and the Individual terms of the microloan is considered concluded.

In this case, if the Client/Borrower accepts the Public Offer/Individual Terms of the Microloan after the end of the Bank's operating day and/or due to the unavailability of external information systems, as well as for other reasons beyond the control of the Bank, then the Agreement will be considered concluded on the first following Bank operating day and/or upon availability of external information systems, as well as after the elimination of other reasons beyond the control of the Bank.

2.5. Individual microloan terms are established separately before each receipt of a Microloan by the Client/Borrower and are transferred to the mobile Appendix . The Borrower accepts and agrees to the Individual microloan terms by confirming with an SMS message or in another way proposed by the Bank. In the event of the Borrower's acceptance of these terms of the Public Offer and the Borrower's acceptance of the Individual microloan terms, the Agreement on the provision of a microloan on the terms stipulated by this Public Offer and the Individual microloan terms is considered concluded and is valid until the Bank and the Client/Borrower fully fulfill their obligations.

2.6. The Client agrees that the Bank's scoring model, by means of which the assessment of the Client's solvency and other data is carried out, is a commercial secret and is considered confidential, and that the Bank has the right to refuse to issue a microloan to him without giving reasons in the following cases:

- failure to successfully complete all relevant stages of the analysis of the Client and the data provided by them and/or;
- in the presence of problem loans, current overdue debt on them;
- if there are suspicions that the purpose of obtaining a microloan is the legalization of proceeds from criminal activity and/or the financing of terrorism and/or the financing of the proliferation of weapons of mass destruction;
- cases related to discrepancies between the terms of the Credit Application/Applicant and the requirements of the credit product, credit policy/risk strategy of the Bank;
- other cases stipulated by the legislation of the Republic of Uzbekistan and internal regulatory documents of the Bank.

In order to familiarize the Client with this Public Offer and Tariffs (including changes and/or additions periodically made by the Bank), the Bank publishes the said documents on the Bank's website. Additionally, the Bank may inform the Client in other ways that allow Clients to receive information and establish that it comes from the Bank. The date of publication of the said information is considered to be the date of its first posting on the Bank's website.

3. SCOPE OF THE AGREEMENT

3.1. The Bank provides the Client with a microloan in the amount specified by the Client in the Credit Application, but not more than the amount of possible financing calculated by the Bank for the Client, and the Client undertakes to return to the Bank the received microloan amount and pay interest for using it in accordance with the terms of this Public Offer and the Individual Terms of the Microloan.

3.2.Repayment procedure – monthly according to the payment schedule available in the Client’s RBS systems for each microloan.

4. LOAN ACCOUNT OPENING

4.1.In accordance with this Public Offer and the Agreement, the Bank opens a loan account(s) for the Client in the national currency – Uzbek sum.

4.2.The account number is determined by the Bank unilaterally and communicated to the Client by posting information in RBS.

5. ПОРЯДОК ВЫДАЧИ И ПОГАШЕНИЯ МИКРОЗАЙМА

5.1.The microloan is provided to the Client on the terms and in the manner established by this Public Offer, by crediting funds in the amount specified in the Individual Terms of the microloan and accepted by the Client to the accounts (deposit accounts, plastic card accounts) of the Client specified by him in the Credit Application.

5.2.To receive a microloan, the Client must read and accept this Public Offer in the RBS system interface and request the possibility of providing a microloan by submitting a Credit Application.

5.3.After processing the Credit Application, the Bank informs the Client in the RBS system interface of the amount of financing approved by the Bank under the terms of this Public Offer by forming Individual terms of the microloan, or about the impossibility of providing a microloan due to unsuccessful verification, or insufficient solvency of the Client, or other conditions, by notification via SMS.

5.4.By accepting this Public Offer and the Individual Terms of the Microloan, the Client expresses consent and authorizes the Bank to request, receive, process and transfer the Client's Personal data in the required volume from official sources in accordance with the requirements of the Law of the Republic of Uzbekistan "On Personal Data" for purposes related to the processes of consideration, issuance and repayment of the microloan.

5.5.The amount of financing approved by the Bank for the Client is determined on the basis of the information available to the Bank about the Client by assessing the Client's solvency. The methodology for assessing the Client's solvency is a commercial secret of the Bank and is considered confidential.

5.6.The Client has the right to submit a Credit Application in an amount/for a period not exceeding the amount/period of possible financing offered by the credit product, indicating the date of the month of repayment under the terms of this Public Offer, or to refuse to receive a microloan.

5.7.The Client's credit application contains, including but not limited to: the amount, term, date of the month of repayment of the microloan, the account (deposit or plastic card account) to which the approved amount of the microloan should be credited is indicated; the account data is already specified in clause 5.1 and is an integral part of this Public Offer accepted by the Client.

5.8.Submission of a Credit Application and acceptance of the Individual Microloan Terms is a confirmation of the Client’s consent to receive a microloan, on the terms specified in the Individual Microloan Terms, after which the Individual Microloan Terms and the Public Offer are considered agreed upon between the Bank and the Client.

5.9.The Bank’s obligation to provide a microloan is considered fulfilled from the

Date of crediting the microloan amount to the Client's accounts specified by him in the Credit Application.

5.10. The amount provided, the term, the interest rate on urgent and overdue debt, and the repayment schedule of the microloan are determined by the Individual Terms of the Microloan.

5.11. Interest on the microloan is accrued on the remaining principal debt daily. The interest calculation method is based on 365 days a year.

5.12. The interest rate for a microloan is indicated in the Individual terms and conditions of the microloan for both urgent and overdue debt.

5.13. Repayment (refund) of the principal debt on the microloan will be carried out by the Client in the currency of the microloan in accordance with the Individual Terms of the microloan.

5.14. The Client undertakes to repay the received microloan in accordance with the terms specified in the Microloan Payment Schedule specified in the RBS system.

5.15. If the payment date falls on a non-working banking day, the next following working banking day shall be considered the payment date.

5.16. Funds received for repayment of the Client's microloan are used to repay the debt on accrued interest, and then to repay the principal debt on the microloan. If there are insufficient/absent funds received to pay the payment established by the schedule, the unpaid amounts are transferred to the accounts of overdue interest and to the accounts of overdue loans, the interest rate for late fulfillment of obligations to repay the microloan (increased) is accrued on the amounts in the accounts of overdue loans, in the amount specified in the Individual Terms of the Microloan.

Payment received in favor of the Bank, in the event of violation by the Client of the established schedule of repayment of the microloan, cash and/or monetary funds available in any accounts of the Borrower both in the bank and/or in accounts available in other Banks, are credited/collected to pay off obligations to the Bank under this Public Offer in the following order:

- proportionately overdue Amount overdue on principal and overdue interest payments;
- Accrued interest for the current period and Amount overdue on the principal debt for the current period;
- penalty (fine, forfeit);
- other expenses of the creditor related to debt repayment.

5.17. Partial early repayment of the debt under the Agreement does not entail a change in the quantity, procedure for determining the amount (method for calculating the repayment schedule) and frequency (terms) of the Borrower's payments under the Individual Terms of the Microloan.

5.18. In case of partial early repayment of the principal debt, the amount of the remaining principal debt is reduced by deducting the amount partially repaid early, while the Monthly Payment is proportionally reduced by the amount of the partial repayment of the principal debt, and the term for which the Loan is provided does not change.

5.19. Partial early repayment of the loan outside the regular payment date established by the Individual Terms of the Microloan does not exempt you from paying the microloan payment on the established day.

5.20.In this case, in the event of partial early repayment of the loan by the Borrower, the conclusion of additional agreements and the execution of new repayment schedules/urgent obligations is not required; the current repayment schedule can be obtained in remote banking systems and/or at the Bank's offices.

5.21.Repayment of the principal debt is made by transferring/crediting funds to the loan account where the microloan provided under the Agreement is recorded. The date of repayment of the principal debt is considered to be the day the funds are received in the specified accounts.

5.22.Repayment of the principal debt and/or other payments on the microloan will be carried out by the Client through the RBS systems, the Bank's orders, and in the event of the occurrence/violation of the microloan repayment schedule, by means of the direct debiting by the Bank of the corresponding amount from all of the Borrower's accounts, including through the Auto Repayment service.

5.23.When performing operations to repay microloans on weekends/non-working banking days, the date of such operation will be the date of the Bank's next business day.

5.24.Payment for a microloan and other payments under this Public Offer can be made by the Client or his Representative by replenishing his Demand Account/special/savings account for microloan repayment/card account (SCA) at any of the Bank's offices, by transferring funds from other banks of the Republic of Uzbekistan, as well as by paying through mobile applications, payment terminals (info kiosks), payment systems, or by using RBS Bank. To make a payment for a microloan, the Client or his Representative must enter the "Loan ID" in the appropriate field when filling in the details in the RBS systems, which is assigned when processing the microloan. The Borrower can find out the "Loan ID" through the RBS Bank systems.

5.25.The RBS system provides the option to repay the microloan debt according to the schedule or early. When the Client selects the "Reimbursement" option in the RBS system interface, monetary funds are credited to the savings account and are used to repay the microloan as the payment term matures in the amount due for payment, within the amount available in the savings account. When the " advanced repayment" option is selected, monetary funds are first used to repay the accrued interest on the repayment date, then to repay the principal debt on the microloan.

5.26.The Client agrees to the undisputed write-off by the Bank of payments for the microloan from any of the Client's accounts in the event of violations of the established repayment terms.

6. ENSURING THE REPAYMENT OF THE MICROLOAN

6.1.The microloan provided under this Public Offer is secured by:

6.1.1. Insurance policy for the risk of non-repayment of a microloan. The Bank concludes an insurance contract for the risk of non-repayment of a microloan with the Insurer for the entire term of the loan (hereinafter referred to as "security"), the term of the insurance policy must be no less than the term of the Individual Condition of the microloan. The beneficiary in the event of an insured event is the Bank. Specific terms of the insurance policy for the risk of non-repayment of a microloan are stipulated in the relevant insurance contract (or insurance agreement), the terms of which satisfy the Bank. Security is accepted in an amount covering 125% of the microloan amount, for persons

associated with the Bank - not less than 130% of the microloan amount.

The Bank assumes all expenses related to the execution of the Insurance Policy for the Risk of Non-Repayment of a Microloan (insurance premium), unless otherwise provided in the terms of the credit passport.

6.2.In case of non-fulfillment/improper fulfillment of the Client's obligations to the Bank in accordance with clause 8.5 of this public offer, the Bank shall have the right to foreclose on the security in accordance with the Current legislation of the Republic of Uzbekistan.

7. PROCESSING OF PERSONAL DATA

7.1.By concluding the Agreement and sending the Credit Application to the Bank, the Client grants the Bank the right (consent) to process the personal data provided by the Client on paper and/or electronic media with and/or without the use of automated means of collection, recording, systematization, accumulation, storage, clarification (updating, modification), retrieval, use, transfer (provision, access, including when entrusting the processing of personal data to third parties), depersonalization, blocking, deletion, destruction of the Client's personal data.

7.2.For the purposes of the Agreement, the personal data of the Client shall be understood to mean information provided to the Bank by the Client or, with the consent of the Client, by any possible means, relating to the Client directly or indirectly determined or determinable with its help, including the following information: last name, first name, patronymic; date, month and year of birth; gender; contact information (phone numbers, email addresses); details of the identity document; information about the place of residence and/or place of stay, information about education, marital status, number of children, employment and field of activity, information about the employer, average monthly income and monthly expenses, etc.

7.3.Processing of the above-mentioned personal data of the Client for the following purposes: consideration by the Bank of the possibility of concluding an Agreement with the Client, a positive or negative decision on the conclusion of which may be made by the Bank, including through exclusively automated processing of the Client's personal data; verification of the accuracy of the information provided by the Client; execution and termination of the Agreement; collection (payment, recovery) of debt under the Agreement; assessment of the Client's solvency; search for and verification of his place of work, actual address of residence, telephone number and other data received from the Client; identification of the Client's interest in the Bank's products; assignment of the Client to marketing segments; promotion and provision (provision) of other services and products of the Bank to the Client (including, without limitation, consideration by the Bank of the possibility of concluding other agreements related to the provision of other services provided by the Bank).

7.4.By concluding the Agreement, the Client instructs the Bank to request data on its credit history from the credit history bureau at any time in order to receive personal offers of banking products from the Bank on special terms.

7.5.The Borrower hereby grants the Bank an irrevocable, unconditional right and consent to perform the following actions:

a) provision by the Bank to the Credit Bureau "Credit Information Analytical Center"

and/or the State Register of credit information regarding the terms of the Agreement (to the Credit Bureaus and to the Pledge Register);

б) make telephone calls to telephone numbers, send letters, emails and SMS messages to the addresses (details) known to the Bank to the Borrower, his spouse, as well as his relatives, the Borrower's employers on the issue of fulfilling the Borrower's obligations under the microloan;

в) conduct negotiations (meetings) with the Borrower, his/her spouse, as well as his/her relatives, the Borrower's employers on the issue of fulfilling the Borrower's obligations under the microloan;

г) request information about the Borrower's income from employers, contact employers with a request to direct monetary funds due to the Borrower (salary, benefits, etc.) to pay off the loan debt;

д) collect (receive) and process the Client's Personal data from the Client and any third parties, as well as transfer the Client's Personal data to third parties, including transferring for provision by state and non-state databases, information about the Client to the Bank, financial institutions, database operators, as well as financial institutions - from all state and non-state databases directly or through third parties, disseminate Personal data in publicly available sources, taking into account the requirements of the current legislation of the Republic of Uzbekistan and the requirements of international law (requirements of international treaties);

е) collect and process personal data without the consent of the Client in cases established by the laws of the Republic of Uzbekistan, including in other banks and/or organizations for the purpose of carrying out any debt collection activities not prohibited by the legislation of the Republic of Uzbekistan;

ж) if the relevant agreement(s) concluded between the Client (whose representative is the Client) and the Bank provide for/will provide for the transfer of the Client's personal data by the Bank via open communication channels (including cross-border transfer), the Client is aware of the risk of unauthorized receipt of information by third parties and assumes such risk;

з) in accordance with the procedure established by the legislation of the Republic of Uzbekistan, carry out any action (operation) or a set of such actions (operations) with the Client's personal data, including those carried out using automation tools or without the use of the latter, including, but not limited to, collection, processing, recording, copying, backup, protection, screening, scoring, systematization, accumulation, storage within the Bank and outside it (in compliance with security and confidentiality requirements), clarification (modification, updating), retrieval, use, transfer (distribution, provision of access, including transfer to third parties with the right to process the Client's personal data), depersonalization, blocking, deletion, destruction, including the implementation of these actions by a third party on behalf of the Bank, if this does not contradict the requirements of the legislation of the Republic of Uzbekistan. Notification of the Client about the receipt by the Bank from third parties and / or the transfer by the Bank to third parties of the Client's personal data is not required, such Personal data can be collected, processed, transferred by the Bank without notice;

и) for the Bank to transfer its rights (claims) under the Agreement to a new creditor as a result of the fulfillment by the creditor of the Borrower's obligation, with the provision

to that person of the Borrower's personal data and the information contained in the Agreement;

к) connection of the Auto-Repayment service;

л) transfer of the Mobile Phone Number to the Mobile Operator and their processing.

At the same time, the implementation of the above actions by the Bank does not constitute disclosure of banking secrecy.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

Client has the right:

8.1. To repay the microloan before the deadlines established by the Agreement at any time, without imposing penalties.

8.2. Refuse to receive a microloan free of charge after concluding the Agreement during the period before receiving the funds.

8.3. During the term of the Agreement, once a month during one working day, receive the following information in written form free of charge:

- about the amount of money paid on the microloan;
- about the remaining debt on the principal amount;
- about the amount, composition and terms of regular payments (payment schedule);
- about the amount and composition of overdue debt;
- about the direction of incoming funds to repay the debt on the microloan.

The Client accepts the condition that the exchange of such documents is carried out in electronic form by RBS means, which are equivalent to a document on paper and have the same legal force.

8.4. Other rights in accordance with the General Agreement on servicing individuals of JSC "APEX BANK" and the Current legislation.

Client undertakes:

8.5. Repay the Amount overdue on the microloan and make all payments stipulated by the agreement in full in accordance with the Agreement, including in the event of claims regarding completed transactions until the final decision is made to satisfy such claims.

8.6. Ensure the amount of microloan payments on the account opened for microloan repayment no later than the payment date. If there is no amount on this account on the payment date (inclusive) sufficient for the Bank to write off the microloan payments, an Overdue Amount Overdue is formed, information about which is provided by the Bank to the credit history bureau, which negatively affects the Client's credit history.

8.7. Not to transfer the Mobile Phone Number and/or Customer-premises equipment linked to RBS to third parties. In case of violation of this clause by the Client, the Client shall bear responsibility for all actions and operations.

8.8. At the request of the Bank, if necessary, provide the Bank with any documents confirming the financial and property status of the Client within 3 working days from the date of receipt of the Bank's corresponding request.

8.9. In the event of a change in full name, place of residence, place of work, individual details, personal, biographical data or other information, notify the Bank of these changes within 5 (five) business days from the date of such changes.

8.10. Not to undertake any obligations or measures that may lead to a deterioration in the financial condition of the Client and the emergence of a threat of non-fulfillment and/or improper fulfillment by the Client of obligations to the Bank under the Agreement.

8.11. Not later than the next working day after submitting Statements to the employer on termination of the employment contract, notify the Bank of this.

8.12. Provide the opportunity for the Bank, its employees and legal successors, outsourcing companies to check and recheck the data provided by the Client, using any sources of information, as well as the information specified in the Credit Application and documents submitted by the Client to obtain a microloan, including by visiting their place of residence, work, etc.;

8.13. Grant the Bank an unconditional, irrevocable and unconditional right to debit funds from any account of the Client in the Bank upon the maturity of the principal debt and/or other payments on the microloan arising from the terms of the Agreement, as well as from the Client's accounts in other banks, in the order of priority stipulated by the Agreement.

8.14. At the request of the Bank, reimburse it for all expenses and losses incurred by the Bank, including in connection with the adoption of measures for the forced and/or early collection of debt on a microloan (principal debt and other payments) provided under the Agreement;

8.15. The Client has no right to fully or partially assign its rights and obligations under the microloan to another person without the consent of the Bank;

8.16. Before the expiration of the identity document of the Borrower, on the basis of which the microloan was issued, replace it and undergo a new identification in the RBS systems or the Bank's offices. The expiration of the identity document entails the suspension of all transactions on the accounts (including remote ones), which may negatively affect the repayment of payments on the microloan (even if there are funds in the Borrower's accounts), i.e. lead to the formation of overdue loan debt with the accrual of an increased interest rate specified in the Individual Terms of the Microloan;

8.17. When the Bank transfers its rights (claims) under a microloan to a new creditor, fulfill the obligations assumed in the amount and under the conditions that existed at the time of transfer of rights;

8.18. Do not disclose one-time passwords, the password of the Mobile device in whose memory the Bank's Mobile Appendix is installed, do not transfer the card/card details to which the microloan amount has been transferred, the Mobile device in whose memory the Bank's Mobile Appendix is installed, to third parties, take the necessary measures to prevent loss, damage, theft of the card to which the microloan amount has been credited, the Mobile device in whose memory the Bank's Mobile Appendix is installed.

The bank has the right:

8.19. During the lending process, the Bank has the right to check the financial status of the Client. The frequency of such checks is established by the Bank, in the following cases:

1) violation and/or non-fulfillment and/or improper fulfillment by the Client of the obligations assumed under the Agreement;

2) deterioration of the financial condition of the Client and/or if a criminal case has been initiated against the Client, an arrest has been imposed and/or if there has been a freezing and/or suspension of transactions with the Client's funds or other property;

3) the Bank has established facts that the Client has provided false information;

4) the Client's evasion of banking control, including the inability to carry out proper verification of the Client and/or when the Client carries out suspicious and/or questionable transactions in accordance with the requirements of the Internal Control Rules for combating the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction in commercial banks;

5) untimely repayment of the principal debt and/or other payments under the Microloan arising from this Public Offer, Individual Terms of the Microloan;

6) the emergence of any factors that increase the risk of non-repayment of the microloan;

7) in case of suspicion of unauthorized use of the Bank Card (to which the microloan was provided);

8) provision of false or inaccurate information (documents) or refusal to provide information requested by the Bank, including for monitoring the microloan, the financial status of the Borrower;

9) failure of the Bank to comply with economic standards established by the Central Bank of the Republic of Uzbekistan.

8.20. In case of violation of the obligations specified in clause 8.5. the Bank has the right:

- present the Amount overdue on the microloan for early collection, notifying the Borrower of this within the timeframes established by law;

- the date of sending a written notice shall be the date of its delivery to the Client or the date of mailing;

- foreclose on the microloan security ahead of schedule

- at its sole and absolute discretion, initiate legal proceedings to collect and enforce obligations under the Agreement;

- write off funds from any account of the Borrower opened with the Bank in an unaccepted and uncontested manner, with the use of funds to pay off the principal debt, interest, and/or other payments on the microloan arising from the terms of the Agreement, and in their absence, from any other accounts, including in other Banks.

8.21. In order to notify the Client of the next repayment on the microloan within 8 (eight) calendar days before the scheduled date of repayment of the debt under the Agreement, inform the Client via e-mail or in the Personal account in RBS funds or by SMS notifications/PUSH notifications to the mobile phone number provided by the Client in the Credit Application about the upcoming payment according to the repayment schedule and the procedure for its repayment.

8.22. The Bank may, at its own discretion, apply or not apply any of the rights/requirements specified in this Public Offer. Failure to apply or partial application of these rights/requirements will not mean a waiver of these rights/requirements, and they may be applied at any time during the term of the Agreement.

8.23. The Bank has the right to contact the Client and send him/her notifications

and alerts about the existence of overdue debt and failure to fulfill obligations under the Agreement using the means of communication and to the addresses (phones) specified in the loan application and in other documents provided by the Client to the Bank to receive a microloan, as well as using the contact information received from the Client and third parties, including by telephone, sending an SMS notification to a telephone number, through the postal service at the address of permanent registration/actual residence, by e-mail, or any other means of communication, as well as by visiting the Client at the specified address of permanent registration/actual residence/place of work.

8.24. The bank has the right to demand the return of outstanding funds on the microloan, and other additional requirements.

8.25. The Bank has the right to write off monetary funds available in all accounts of the Borrower (salary and equivalent payments, bank card and other accounts) necessary to satisfy its claims, without acceptance (consent) in accordance with Article № 783 of the Civil Code, a memorial order or a payment request.

8.26. In the event of a violation and/or non-fulfillment and/or improper fulfillment by the Borrower of the obligations assumed under the Agreement, transfer its rights (claims) under the Agreement to another/third party (who is not the debtor under this obligation), as a result of the fulfillment of the Borrower's obligation, without the consent of the Borrower, in accordance with Articles 313, 315, 318 of the Civil Code of the Republic of Uzbekistan.

In this case, the Bank has the right to retain the security under the Agreement until the Borrower's obligations to the third party are fully fulfilled or to transfer these rights to a third party (hereinafter referred to as the new creditor) at its discretion.

The bank undertakes:

8.27. Provide the Client with the opportunity to use the microloan within the amount and within the timeframes specified in the Public Offer and Individual Terms of the Microloan;

8.28. In order to collect the debt on the microloan, notify the Client in the established form of the need to repay the debt and the consequences of failure to fulfill obligations under the microloan within 7 (seven) calendar days from the date of occurrence of the overdue debt, using any means of communication agreed with the Client in the agreement. Personal delivery of the notice and oral reminder about this by telephone is not carried out in the period from 20:00 to 8:00 local time.

8.29. In order to prevent a further increase in the Client's debt burden, notify within 7 (seven) calendar days from the date of occurrence of overdue debt under the Agreement via electronic mail or in the Personal account in RBS funds or by SMS notifications/PUSH notifications to the mobile phone number provided by the Client in the Credit Application about the occurrence of overdue debt with Appendix m of the repayment schedule and the procedure for its repayment.

8.30. In the event of full fulfillment of obligations under the Agreement, within one business day from the date of receipt by the Bank of the relevant request from the Client, provide a document via the RBS systems or, at the Client's request, in writing, confirming full fulfillment by the Client of obligations under the Agreement.

8.31. Within five working days from the date of registration of the relevant request of the Borrower in the Bank, provide a document confirming the provision of a microloan

to the Client.

9. RESPONSIBILITIES OF THE PARTIES

9.1.The Parties shall be liable for failure to perform or improper performance of their obligations under the Agreement in accordance with the terms of the Agreement and the Current Legislation.

9.2.The Parties shall be released from liability for full or partial failure to fulfill their obligations under the Agreement if the failure to fulfill is a consequence of force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions. The Parties shall confirm the existence of force majeure circumstances with documents from competent authorities. Such circumstances shall include, among other things, military actions, mass riots, natural disasters, changes in the military-political situation, power outages, strikes, decisions of state authorities and local governments, the issuance of laws and other regulations that make it impossible to fulfill the obligations stipulated by this Public Offer.

9.3.The Client is liable to the Bank with all of its property for the timely and complete repayment of the microloan, as well as for the reimbursement of legal costs for debt collection caused by the failure to fulfill or improper fulfillment of obligations by the Client.

9.4.In case of failure to fulfill or improper fulfillment of its obligations under the Agreement, the Bank shall be liable in accordance with the General Agreement on servicing individuals of JSC "APEX BANK" and the Current Legislation.

9.5.The Bank shall not be liable for failure to fulfill or untimely fulfillment of these terms of the Public Offer, in the event of technical failures (power outages/damage to the power supply and communication networks, technical failures in the operation of the Payment Systems), in the event of incorrect/incomplete indication by the Client of the details for transferring funds to the account.

9.6.The Bank has the right to charge and collect interest, penalties, and fines in an amount not exceeding half of the loan amount per year, and also to demand compensation from the Borrower for all losses and damages, and expenses incurred by the Bank in order to repay the amount of the Borrower's debt.

9.7.Payment of the penalty does not release the Parties from fulfilling their obligations or eliminating violations.

9.8.The Bank shall not be liable for the Client's errors or the Client's duplication of any operations to repay the microloan.

9.9.The Bank is not responsible for damage resulting from the loss or transfer by the Client of the Mobile Device to unauthorized persons.

10. PROCEDURE FOR RESOLVING DISPUTES AND PROCESSING REQUESTS

10.1.All disputes arising during the execution of the Agreement by the parties will be considered by the parties in advance in order to develop a mutually acceptable solution. If the parties fail to reach an agreement, the dispute between them will be resolved in accordance with the procedure established by the current legislation of the Republic of Uzbekistan in a court of general jurisdiction at the location of the Bank.

10.2.All disputes between the parties arising from the Agreement shall be resolved in the manner provided in this Public Offer and the General Agreement on Servicing

Individuals of JSC «APEX BANK».

10.3. The liability measures of the Client and the Bank not provided for in this Public Offer shall be applied in accordance with the legislation of the Republic of Uzbekistan.

10.4. In the event that the insurance organization pays the Bank insurance compensation for the Client's debt on a microloan, the insurance organization shall acquire the right to demand compensation of funds from the Client in a recourse manner in accordance with the current legislation.

11. DURATION OF THE CONTRACT

11.1. The Agreement shall enter into force from the moment the Client accepts the Individual Microloan Terms.

11.2. The Agreement is valid during the period of microloan lending and terminates after the Client has fully fulfilled his obligations under it.

12. FINAL PROVISIONS

12.1. The loan is issued 24/7 via the Bank's mobile application.

12.2. Conditions not specified in this Public Offer are governed by the current legislation of the Republic of Uzbekistan.

12.3. The Client expresses its consent to receive from the Bank advertising materials related to the promotion of the Bank's services by making direct contacts using all means of communication, including, but not limited to: mailing, SMS mailing, voice mailing, email mailing, etc.

12.4. In the event of a dispute, bank records will be the primary evidence of the obligations of both parties under this Public Offer/Agreement.

12.5. In the event of the death of the Borrower, all his rights and obligations shall pass to his heirs in the manner established by the legislation of the Republic of Uzbekistan.

12.6. The Agreement is considered concluded on the terms of the Public Offer, valid at the time of acceptance by the Client from the moment of acceptance by the Client of the Individual Terms of the Microloan and is valid until the Bank and the Client have fully fulfilled their obligations.

12.7. The public offer is considered valid from the moment and during the period of its publication in the RBS system/on the Bank's website.

13. BANK ADDRESS AND DETAILS

JSC «APEX BANK»

Address: Tashkent, Yakkasaray district,

Bratislava st., 2

MFO: 01196, INN: 310329897

Contact Center Number: 1881

**Public offer agreement
for servicing bank cards in national and foreign currency issued by**

JSC "APEX BANK" for individuals

1. GENERAL PROVISIONS

1.1. This public offer agreement for servicing bank cards in national or foreign currency issued by JSC "APEX BANK" for individuals (hereinafter referred to as the Agreement) is a public offer (hereinafter referred to as the Offer) of Joint Stock Company "APEX BANK" and, in accordance with Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, an official public offer to conclude the Agreement on the terms specified below to all individuals.

1.2. The Agreement shall be deemed concluded and shall come into force from the moment the Client performs the actions specified in paragraph 2.2 of this Offer, which confirm the Client's consent to conclude the Agreement on the terms and conditions established in this Offer.

1.3. The current and previous versions of the Offer are posted on the official corporate website of the Bank at: www.apexbank.uz.

1.4. Basic Terms and Definitions:

Bank — divisions of JSC "APEX BANK" providing retail services to Clients.

Bank card — a payment card of local or international payment systems issued by the Bank, used as a means of payment and providing its holder with the opportunity to carry out transactions in national and foreign currencies, within the balance of funds on the Card account or within the established limit and under the terms of the current legislation of the Republic of Uzbekistan.

Virtual bank card — a digital version of a bank card intended exclusively for online transactions. It does not have a physical medium and is used to make payments on the Internet. A virtual card is issued by the Bank, has a unique number and expiration date, and allows its holder to carry out transactions within the balance of funds on the card account or within the established limit in accordance with the current legislation of the Republic of Uzbekistan.

Additional card — a Bank card issued additionally in the name of the Client and providing the opportunity to carry out transactions within the funds on the Card Account or within the established limit to which the originally issued Bank card is linked.

Organization — a legal entity, an organization without forming a legal entity (representative offices, branches, etc.) or an individual entrepreneur who has entered into an Agreement with the Bank for the implementation by the Bank of a system for crediting wages and equivalent payments, as well as pensions, compensations and other social payments to bank cards in national currency issued by the Bank for employees of the Organization.

Employee of the Organization/Client — an individual who is in labor or civil law relations with the Organization. For the purposes of applying the Agreement, the

definition also applies to persons receiving pensions and benefits, as well as students/cadets/listeners of higher educational institutions and educational institutions of the Republic of Uzbekistan.

Personal identification document (hereinafter referred to as PID) — biometric passport of a citizen of the Republic of Uzbekistan, including for travel abroad, identity card or military ID cards of military personnel issued by the command of military units and military institutions (except for military ID cards of citizens liable for military service), ID cards of the Republic of Uzbekistan, new-style driver's license, passport of a foreign citizen or residence permit in the Republic of Uzbekistan of a foreign citizen, residence permit in the Republic of Uzbekistan of stateless persons.

For the provision of banking services to minors from 14 to 16 years old, the identity document is an ID card and/or biometric passport, including for travel abroad.

Wages — wages and equivalent payments in accordance with the law (including pensions and scholarships).

Client — an individual who has applied to the Bank to open a Card Account and issue a Bank Card or, if available, to receive a service.

Card Account — a bank account of the Client, the management of whose funds can be carried out using a Bank Card.

TSE — a Trade and Service Enterprise (legal entity and/or individual entrepreneur) selling goods (works, services) using Terminals for settlements using Bank Cards.

Authorisation — the procedure for obtaining permission from the Bank (issuer of the bank card) to perform a transaction using a Bank Card via telephone, electronic or other communication according to the rules provided by the payment organization.

Remote banking service (further - RBS) — a set of Bank services provided on the basis of electronic orders transmitted (received) by the Client remotely using telecommunications systems.

Transaction — a Client's operation with their Card Account and/or via a Bank Card, including making a payment, withdrawing funds, etc.

PIN code — a personal identification number confirming the right to manage funds on the card account and permission to manage funds of the bank card holder.

Blocking a Bank Card — measures that suspend or terminate the functioning of a Bank Card (in the latter case, the Bank shall confiscate the Bank Card upon its presentation for servicing).

Unblocking a Bank Card — the Bank taking measures to resume the functioning of the Bank Card.

ATM — an automated electronic and technical device that allows the Client to make cashless payments, receive and deposit cash monetary funds in self-service mode with receipt of a check for completed transactions, change access passwords and receive information on the balance of the Bank card.

Terminal — an electronic device for making payments that allows the Client to pay for goods (works, services), receive cash monetary funds in the Bank and payment checks for completed transactions, change the PIN code and receive information on the balance of the Bank card.

Infokiosk — an automated electronic and technical device that allows the Client to carry out transactions with the Bank card in self-service mode, make cashless payments

in favor of the TSP and other payments, as well as change the PIN code, receive information on the balance of the Bank card, on the status of the Card account in the Bank, replenish the card account with cash if the Infokiosk has an On-line connection.

Online account — Balance of the Client's Bank card in the front-end system of the Processing center.

Contact center — a division of the Bank that provides remote services to the Client by phone, online chat, email in the form of providing information on transactions performed, blocking the Bank card, etc.

Control word for telephone conversations — a code word or set of characters intended to confirm the identity and authority of the Client. The password for telephone conversations is specified by the Client in the application for the issue and servicing of bank cards in national currency for individuals, according to Form № 1 approved by the Bank.

Account book — a financial document of the Organization containing the necessary details for crediting wages to the Organization's employees. The statement is submitted to the Bank in electronic form and/or on paper.

Register — a list of the Organization's employees compiled by the Organization, which indicates the full names of the Organization's employees, passport details, date of birth, place of birth, place of registration and other mandatory details.

Transit account — a bank account of the Organization opened for transferring wages (pensions, scholarships) from the main demand deposit account or from the personal account of the Treasury of a budgetary Organization to the Card accounts of the Organization's employees.

Electronic notification — short messages of a standard format sent by the Bank via the Internet and/or mobile communications to mobile phones (SMS, PUSH) and/or email of the Client.

Third-party payment organization — Third-party payment organization is a legal entity that has exclusive rights to trademarks and (or) service marks identifying the payment system. This organization develops, approves and implements the rules for the operation of the payment system, including the procedure and conditions for conducting transactions, settling settlements, and requirements for system participants. Such organizations may also establish security standards and technical specifications that are mandatory for all participants in the payment system, including card issuers, acquirers and other interested parties.

Compromising — loss of confidence that the Password used to access the payment system or the means of confirmation are used only by the person authorized to use them Client.

A co-branded bank card - a joint product of banks and various companies. A Bank partner may be a mobile operator, a medical center, a grocery store, an airline, and others.

Personal data — information recorded on electronic, paper and (or) other tangible media, related to the Client or enabling his identification.

Limit on Transactions — a restriction set by the Bank / Client on the execution of Transactions (Orders) performed using Cards and/or RBS (if the Bank has such an option).

Reversal — cancellation of a transaction on a Card in a terminal, ATM, or cancellation of a transaction for technical reasons, in the event of a communication error

(communication failure), or in the event of the Client's refusal to purchase goods (services).

Courier Service — the Bank's Courier and/or the Courier Service that has a contractual relationship with the Bank, ensuring the delivery of cards to Clients based on their requests or without them (at the initiative of the Bank).

2. SCOPE OF AGREEMENT

2.1.The scope of the Agreement concluded by the Client by joining this Offer through the performance of actions provided for in this Offer is the opening by the Bank of Card accounts, the issuance of Bank cards, as well as the servicing of Card accounts and Bank cards in accordance with the terms of the Agreement and current legislation.

2.2.In case of receiving banking products and services through RBS channels, the application is submitted and the agreement is concluded in the Acceptance Form, with recording in RBS channels.

2.3.Accession to the terms of the Offer is carried out by submitting Statements on Form № 1, approved by the Bank, regardless of the type of payment system, both during a personal visit to the Bank and through remote banking systems (RBS).

When visiting the Bank, the Client provides an identity document, with a subsequent scanned copy (the original is returned to the Client). The Client accepts the Bank's Offer by signing Statements on Form № 1 or by request through the RBS systems.

The Client, by accepting this Offer Agreement, confirms its consent to its terms, assumes obligations under the Agreement and agrees to the current Tariffs of the Bank.

2.4.If the Client is a minor, the Bank may also request the following documents:

- a copy of the parent's or guardian's passport (for minors);
- a document establishing guardianship/trusteeship over the Client (if applicable);
- a document recognizing the Client as incapacitated or on limitation of legal capacity (if applicable);
- a certificate issued by a local government body or a private homeowners' association with a photograph of the minor. The photograph on this certificate is also certified by the seal (if there is a seal) of the local government body or private homeowners' association (for persons under 14 years of age).

2.5.When submitting a request for the issue and servicing of Bank cards and servicing of Card accounts of individuals through the RBS Bank systems, the Statement on Form № 1 approved by the Bank is not filled in by the Client. Pressing the virtual (screen) key "I agree with the offer" in the Bank's mobile application means signing and submitting to the Bank the Statements on the issue of a bank card, unconditional acceptance by the Client of all the terms of this offer.

3. THE PROCEDURE FOR OPENING A CARD ACCOUNT, ISSUING AND USING A BANK CARD

3.1.A card account is opened by the Bank within 2 (two) banking days, and a bank card within 5 (five) banking days, from the date of submission of Statements on Form № 1.

- When issuing a Bank Card within the framework of a salary project, the Bank Card is opened under the following conditions:

- subject to the conclusion between the Bank and the Organization of an

Agreement on support of the Salary Project and the implementation by the Bank of a system for remote transfer of wages and equivalent payments, as well as pensions, compensations and other social payments (hereinafter referred to as the "salary project") to bank cards in national currency issued by the Bank for employees of the Organization.

3.2.subject to the provision of the Register of the Organization's employees participating in the salary project on paper or through RBS channels. The Register must contain the following data on each employee: full name (Surname, Name, Patronymic), passport details, date of birth, place of birth, place of registration and other mandatory details. The Register must be compiled in accordance with the requirements of the Bank and provided both in paper and electronic formats, to automate the process of entering data into the automated system of the bank.

3.3.The application for issuing a card may be accepted during the Client's visit to a bank branch, or remotely, without appearing at the Bank, with mandatory remote identification.

3.4.Operations to open a Card Account and issue a bank card, carried out directly at the Bank, may be carried out either directly by the Client or by a person to whom a power of attorney has been issued in accordance with the procedure established by law.

3.5.The Client grants the Bank the right to draw up settlement documents on its behalf for non-cash transactions on the Card Account. The Bank draws up settlement documents on behalf of the Client based on the Client's applications, executed on forms in the form established by the Bank and signed by the Client personally or by an authorized person acting on the basis of a power of attorney, except for the cases specified in paragraph 4.1.4. of this Agreement, as well as when the Client makes electronic payments using the RBS Bank systems and third-party payment organizations. The signature of the Client (authorized representative) must correspond to the sample signature available on the PID (if available in the PID form).

3.6.After opening a Card Account and issuing a Bank Card, the Bank transfers the Bank Card to the Client through the following channels:

- bank branch;
- courier service.

3.7.The choice of the channel for receiving the card is made by the Client when submitting the application.

The transfer of a bank card at the Bank's branches or via courier service is carried out with mandatory authentication of the Client using the original identity document (PID). The fact of transfer of the bank card is recorded in the journal or on the bank card receipt form.

In case of transfer of the card via courier service, the fact of receipt of the bank card is confirmed by the Client using one of the following methods:

- electronic signature on the tablet;
- signing the form of the bank card receipt form.

3.8.All cards delivered via courier service must be in a sealed envelope. In this case, the status of the card being transferred is "Blocked" for independent activation of the card via the bank's mobile application.

3.9.Payment for the services of the Courier Service is made by the Bank.

3.10.In order to receive an Electronic Notification of transactions using a Bank

Card, upon receipt of the SMS notification, the following is connected:

- to cards of international payment systems - automatically;
- to cards of the UzCard payment system - in ATMs;
- to cards of the Humo payment system - in Bank branches.

3.11. The card account can be used by the Client for:

- crediting funds to the Client's account from other accounts, both the Client's own and from the accounts of other individuals or legal entities in accordance with the law;
- conducting non-cash transactions within the framework of the current legislation;
- transferring funds for the purpose of opening term and/or savings deposits if there are appropriate types of deposits, under the terms of separately concluded agreements;
- accounting for funds that are credited upon expiration of the term of the term/savings deposit to the Card Account;
- receiving funds received through international money transfer systems, if the Client expresses a desire to receive funds in national currency;
- depositing and receiving cash;
- conducting other transactions/actions with the Card Account within the framework of the current legislation.

3.12. Operations on non-cash transfer of funds from the Card Account and preparation of settlement documents by the Bank on behalf of the Client are carried out on the basis of Statements in the form approved by the Bank, signed by the Client and upon presentation of the Bank Card linked to the Card Account. The Client may not present the Bank Card only in the event of termination of this Agreement, or if it is possible to make a non-cash transfer by sending a one-time password by the Bank without using the Bank Terminal.

3.13. The bank card can be used by the Client:

- when making payments for goods, works and/or services in TSE via Terminals/Internet networks, using the CVV code (for cards of international payment systems);
- when making payments via ATMs or information kiosks;
- to receive cash at the Bank's (or other Banks') cash desks, via ATMs or information kiosks;
- performing other actions within the framework of current legislation and this agreement.

3.14. The validity period of the Bank Card is set by the Bank and is indicated on the front side of the Bank Card.

3.15. The terms of this Agreement shall apply to the issuance and servicing of the Additional Card, unless otherwise provided by the current legislation of the Republic of Uzbekistan.

3.16. In order to ensure security and protection of information, as well as to maintain the quality of service at the proper level, the Bank may record telephone conversations without additional notice to the Client.

3.17. In case of Compromise, the Bank reserves the right to block the Bank Card. Unblocking of the Bank Card may be carried out upon resolution and elimination of the reasons that previously led to its blocking.

3.18. Blocking of a Bank Card may be carried out at the initiative of the Client in the following ways:

- by contacting the Contact Center;
- by visiting the Bank;
- via RBS systems.

To unblock a Bank Card, the Client undergoes identification via RBS channels or by calling the Bank's Contact Center and naming the Control Word for telephone conversations, or other necessary parameters for identifying the Client, in accordance with the Product Passport for Bank Cards, published on the Bank's official website.

3.19. Blocking of a Bank Card may be carried out in accordance with the requirements of legislation in the area of combating the legalization of proceeds from criminal activity and the financing of terrorism and the financing of the proliferation of weapons of mass destruction in commercial banks, as well as by order of specially authorized bodies.

3.20. A bank card may be confiscated by the Bank in the event of:

- use of the Bank Card by an unauthorized person;
- reissue of the Bank Card if it has not been lost;
- closing of the Card Account.

3.21. Salaries received from the Organization are credited to the Bank Card Account opened within the framework of salary projects within 3 (three) banking days from the moment of their receipt in the Transit Account.

In this case, monetary funds are not credited to the Client's account in cases where the Organization has committed the following deficiencies:

- if the Organization fails to provide the Statement no later than the next banking day from the moment the funds are received in the Transit Account.
- if the Client's full name and Card Account number in the Statement do not match the Client's real full name and Card Account number in the Bank's ABS;
- if the Bank does not receive the Statement and/or Register in the form established by the Bank;
- if the signatures and seal on the Statement do not match the corresponding data presented in the Organization's Signature Specimen Card;
- if the amount received in the Transit Account and the total amount indicated in the Statement do not match;
- if the Client's PID expires, as well as if the documents are not provided at the request of the Bank under the terms of this Agreement;
- in other cases stipulated by the current legislation of the Republic of Uzbekistan.

If the Organization has the ability to remotely credit funds to the Card Accounts of the Organization's Employees, it is released from the obligation to provide the Statement to the Bank. If the Organization fails to eliminate the above-mentioned deficiencies within 3 (three) banking days from the date of its notification, the Bank returns the monetary funds previously received on the Transit Account to the account of the sending Organization.

3.22. Interest is not accrued on the balance of funds on the Card Account, unless otherwise established by the Bank's current Tariffs.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Bank has the right:

4.1.1. If necessary, in accordance with the procedure established by law, verify the legality of the transactions carried out by the Client on the Card Account and request the necessary supporting documents related to the provision of services provided for in this agreement.

4.1.2. Withdraw the Bank Card under the following conditions:

- upon termination of this Agreement;
- when the Bank Card is used by an unauthorized person;
- reissue of the Bank Card, if it has not been lost.

4.1.3. Change the Bank's Tariffs, whereby the Bank notifies the Client of the changes made to the Bank's Tariffs 10 (ten) banking days before they are put into effect by posting the relevant information in the Bank, at Client service locations, and on the Bank's official website.

4.1.4. Without the Client's consent, write off from the Card Account and other accounts opened in other banks of the Republic of Uzbekistan:

- the amounts of transactions made using the Bank Card, including when the Client makes electronic payments via RBS;
- the Bank's commission fee in accordance with the Bank's Tariffs;
- the amounts of Transactions made in excess of the active balance of the Card Account;
- money mistakenly credited to the Card Account, if there is appropriate justification;
- amounts sufficient to pay off any debts of the Client that arose as a result of other current contractual relations existing between the Client and the Bank and not paid off within 5 (five) banking days from the date of their formation.

4.1.5. In accordance with the legislation of the Republic of Uzbekistan on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction in commercial banks:

- require the Client to provide documents and information necessary to perform due diligence on the Client, including additional information on the Client's transaction;
- refuse to open a Card Account and issue a Bank Card or to perform the Client's transaction on the Card Account, or unilaterally terminate the Agreement if it is impossible to perform due diligence on the Client;
- in the event of a discrepancy between the transactions and the information specified in the Client's KYC questionnaire, reject the transactions, refuse to provide the service and unilaterally terminate this agreement;
- suspend the transaction on the Card Account and freeze the monetary funds used in the transaction in cases established by the current legislation of the Republic of Uzbekistan;
- request additional information in order to study the Client's transaction, set limits on the transaction amount, refuse transactions or unilaterally terminate the Agreement if the Client or its transaction is subject to sanctions and there is such a risk.

4.1.6. Suspend the crediting of funds and their debiting according to the Client's application, in the event of expiration of the Client's identity document, as well as in the

event of failure to provide documents at the request of the Bank under the terms of this Agreement.

4.1.7. Return to the sender's account monetary funds to be received within the framework of settlements between the employer and the employee in cases stipulated by law.

4.1.8. Provide the Client with additional remote notification services regarding the status of the Card Account or RBS services in the established manner.

4.1.9. When accepting Statements for reissue of a Bank Card according to Form № 1, demand the return of the previously issued Bank Card from the Client (except for reissue due to loss of the card).

4.1.10. Request information from the Client related to the provision of services provided for by this Agreement;

4.1.11. Establish and unilaterally make changes to the limits on transactions using RBS.

4.1.12. Block the Bank Card in cases established by the current legislation of the Republic of Uzbekistan and this Agreement.

4.1.13. Destroy the Bank Card that is not claimed by the Client within 90 (ninety) calendar days from the moment the Bank receives the Statements on opening the Bank Card in accordance with Form № 1. In this case, the fees for issuing and reissuing the Bank Card will not be returned to the Client.

4.1.14. Exercise other rights provided for by this Agreement and the current legislation of the Republic of Uzbekistan.

4.1.15. In case of discrepancy between the transactions and the information specified in the Client's KYC questionnaire, reject the transactions, refuse to provide the service and unilaterally terminate this agreement.

4.1.16. Request additional information for the purpose of studying the Client's transaction, set limits on the transaction amount, refuse to carry out a transaction or unilaterally terminate the Agreement if the Client or its transaction is subject to sanctions or there is such a risk.

4.2. The Bank undertakes:

4.2.1. Within 2 (two) banking days from the date of submission of Statements on Form № 1, open a Card Account and no later than 5 (five) banking days issue a Bank Card to the Client.

4.2.2. Credit monetary funds to the Card Account no later than the next business day, with the exception of paragraph 3.18.

4.2.3. Provide services for making payments on behalf of the Client within the framework of current legislation and under the terms of this Agreement.

4.2.4. Write off from the Card Account the amount of all Transactions carried out using the Bank Card and verified by entering a PIN code or using one-time variable codes (the conditions for confirming the authenticity of transactions are provided for in separate Rules for the provision of services using remote services).

4.2.5. Upon the Client's written request or upon request through RBS Bank, issue a statement on the Card Account, and also, upon the Client's contact with the Contact Center, provide information on the Transactions made on the Card Account, provided that the correct Control Word for telephone conversations is provided.

4.2.6. Maintain the secrecy of transactions on the Card Account and provide information constituting a banking secret to third parties only in cases stipulated by the current legislation of the Republic of Uzbekistan.

4.2.7. Block the Bank Card upon the Client's written request or upon contacting the Contact Center, provided that the correct Control Word for telephone conversations is provided.

4.2.8. Unblock the Bank Card upon the Client's written request, provided that the Client appears at the Bank or through RBS Bank channels, as well as by contacting the Contact Center, provided that the correct Control Word for telephone conversations is provided.

4.2.9. Notify the Client of all changes in the Bank's Tariffs by posting announcements on information boards, as well as on the Bank's official website no later than 10 (ten) banking days before they come into effect.

4.2.10. Upon termination of this Agreement, accept the Bank Card, close the Card Account and transfer the remaining funds on the Card Account, upon the Client's instruction, to the demand deposit account specified by the Client.

4.2.11. Based on the Client's written Statements in Form № 1, within 3 (three) banking days, reissue a new Bank Card due to damage/loss after paying the commission in accordance with the Bank's Tariffs.

4.2.12. Other obligations stipulated by this Agreement and the current legislation of the Republic of Uzbekistan.

4.3. The Client has the right:

4.3.1. Freely manage your funds on your card account and within the established limit within the framework of current legislation and the requirements of this Agreement.

4.3.2. Grant a third party the right to receive the issued bank card, manage funds on the Card Account and Bank Card and receive a statement on the card by issuing a power of attorney, in the manner prescribed by current legislation.

In this case, the Client bears the risk of possible adverse consequences associated with the transfer of rights to manage the Card Account and Bank Card to third parties;

4.3.3. Receive from the Bank consultations, as well as information related to receiving services on the Client's Card Accounts, including statements on Card Accounts and information on transactions performed.

4.3.4. Refuse to use the Bank Card with subsequent closure of the Card Account based on the Client's Statements with the transfer of the remaining funds from the Card Account to the specified deposit account until demanded by the Client.

4.3.5. Require the Bank to properly fulfill its obligations under the Agreement.

4.3.6. Using a Bank card, receive cash monetary funds from ATMs/cash desks, make payments for goods (works, services) through terminals/info kiosks/ATMs.

4.3.7. Receive a statement from your Card Account upon a written request to the Bank or receive information on Transactions by contacting the Contact Center, provided that you provide the correct Control Word for telephone conversations.

4.3.8. Receive information about the Bank's Tariffs, their changes, as well as new banking services using a Bank Card, both in the Bank's offices and on the Bank's official website.

4.3.9. Submit a Statement for reissuing a Bank Card or for opening an additional

card with payment of its cost in accordance with the Bank's Tariffs.

4.3.10. File claims regarding incorrect debiting of funds from his/her Card Account within 2 (two) banking days from the date of receiving information about the status of his/her Card Account. Incorrect debiting is defined as debiting funds from the Card Account without the Client's knowledge and due to an error by the Bank, with the exception of the transactions listed in paragraph 4.1.4. of this Agreement.

4.3.11. In case of loss or damage of the Bank Card, contact the Bank with a Statement for its reissue in accordance with Form № 1.

4.3.12. Block and/or unblock a bank card through the RBS Bank systems, by sending a written request to the Bank or by calling the Contact Center. Unblocking a bank card is impossible if the blocking was carried out at the request of authorized bodies and/or in other cases provided for by law.

4.4. The Client undertakes:

4.4.1. Upon receipt of the Bank Card:

- present the original PID at the Bank's office or via courier service;
- set the PIN code yourself via a terminal, ATM or the Bank's mobile application.

4.4.2. Pay for Transactions made using a Bank Card, verified by entering a PIN code or using one-time variable codes (the conditions for confirming the authenticity of transactions are provided for in separate Rules for the implementation of Remote Banking Services using the payment systems of the Bank and third-party payment organizations).

4.4.3. Provide, at the request of the Bank, documents and information necessary to carry out a proper check of the Client, including additional information on the transaction being carried out within the timeframes established by the Bank.

4.4.4. Pay the Bank's commission fee in a timely manner in accordance with the Bank's Tariffs.

4.4.5. Ensure the safety of the Bank Card and non-disclosure to third parties of the PIN code of the Bank Card, one-time SMS passwords, and also non-disclosure of the Control words for telephone conversations and access to the Payment Systems.

4.4.6. In the event of a change in passport and other data (last name, first name, patronymic, place of residence, contact telephone number, etc.), inform the Bank of these changes within 5 (five) banking days from the date of the changes in writing, with the provision of supporting documents.

4.4.7. In case of loss/theft of the Bank card, immediately block the bank card through RBS Bank, or contact the Contact Center, providing the correct Security Word for telephone conversations, or notify the Bank in writing.

4.4.8. When reissuing a Bank Card due to loss/damage, pay the Bank a commission fee in accordance with the Bank's Tariffs.

4.4.9. Use the Bank Card only within the active balance or within the established limit on the Card Account and do not allow debt to arise on it. If a negative balance forms on the Card Account, repay the entire amount of the debt no later than ten calendar days from the date of the debt, except in cases where the Bank provides an overdraft service, which are regulated by a separate agreement.

4.4.10. When performing transactions on the Card Account, ensure that there are sufficient funds on your Card Account to perform the transaction and for the Bank to collect the fee for the services.

4.4.11. Not to carry out transactions on the Card Account related to the implementation of entrepreneurial activities.

4.4.12. Notify the Bank of the receipt of other people's funds to your Card Account within 2 (two) business days from the date of receiving information about the status of your Card Account and return to the Bank monetary funds erroneously credited to the Card Account within 3 (three) banking days from the date of receiving information about the status of your Card Account.

4.4.13. Notify the Bank of an incorrect debit from the Card Account within 2 (two) business days from the date of receiving information about the status of your Card Account in order to return the incorrectly debited funds to the Card Account.

4.4.14. Bear full responsibility for the accuracy of the information and documents provided.

4.4.15. Within 3 (three) banking days, upon request of the Bank, provide documents and information related to the provision of services stipulated by this Agreement.

4.4.16. Independently familiarize yourself with the terms of the Bank's payment systems and third-party payment organizations for connection, access, and servicing on their official pages on the Internet.

4.4.17. Immediately inform the Bank in the event of a compromise or suspected compromise of your personal data, and accept the risks associated with the possibility of compromise of data transmitted via public telecommunications networks, including via the Internet.

4.4.18. Comply with the conditions for storage and use of the bank card established by the payment system operators and the bank, in accordance with Appendix № 1 to this Offer.

5. COMMISSION FOR BANKING SERVICES

5.1. The cost of services provided in accordance with this Agreement is determined by the Bank's current Tariffs.

5.2. The fee for the Bank's services is charged from the Client's funds on the Card Account as individual transactions are carried out, by means of the Bank's direct debiting of the required amount. The Client may pay for the Bank's services for carrying out transactions both in cash and in non-cash form using funds on other accounts in the Bank.

5.3. The Bank has the right to unilaterally make changes to the Bank's Tariffs. The Bank shall notify the Client of the changes made to the Tariffs 10 (Ten) banking days before they are put into effect by posting the relevant information in the Bank at the Client service locations, as well as on the Bank's official corporate website.

In the event of a change in the Bank's Tariffs in the direction of reducing the amount of commission fees (creation of favorable conditions for the Client), the Bank has the right to unilaterally apply these changes no later than the day following the entry into force of the Changes to the Bank's Tariffs.

6. RESPONSIBILITIES OF THE PARTIES

6.1. The Client is responsible:

6.1.1. For the legality of transactions carried out on the Card Account and the accuracy of the information and documents provided to the Bank;

6.1.2. For compensation to the Bank for losses caused/arising in connection with the illegal actions of the Client, including failure to return to the Bank funds erroneously credited to the Card Account;

6.1.3. For any Transactions that took place before the Bank received the Client's written Statements, a request to block a bank card through RBS or an appeal to the Contact Center about the loss/theft of a Bank Card or suspicious activity on their Card Account;

6.1.4. For violation of its obligations and other conditions of this Agreement;

6.1.5. For all transactions using payment instruments of the Bank and third-party payment organizations.

6.1.6. The Client is responsible for the legality of transactions carried out on the Card Account and the accuracy of the information and documents provided to the Bank and is obliged to compensate the Bank for losses caused by illegal actions.

6.2. The Bank is responsible for:

6.2.1. Incorrect debiting from the Client's Card Account in the amount of the incorrectly debited amount (actual damage);

6.2.2. Failure to open a Card Account in a timely manner, as well as to issue a Bank Card, except in cases where the Bank does not have them;

6.2.3. Unlawful disclosure of banking secrecy.

6.3. The Bank is exempt from liability in the following cases:

6.3.1. Untimely reflection of funds in the Client's Online account, or their temporary unavailability, if the reason for this is technical failures in the operation of processing centers or other circumstances related to the activities of processing centers;

6.3.2. Refusal of a third party to service the Bank Card;

6.3.3. Quality of goods (works, services) purchased using a Bank Card;

6.3.4. Actions/inactions of other banks participating in the payment systems "UZCARD", "HUMO", "MASTERCARD", "UNIONPAY INTERNATIONAL", "VISA" as a result of which the Client suffered moral and/or property damage when performing transactions with the Bank Card in the service network of other banks participating in the payment systems "UZCARD", "HUMO", "MASTERCARD", "UNIONPAY INTERNATIONAL", "VISA";

6.3.5. Temporary reduction/deterioration/change of types of services, list of possible transactions, terms and technological conditions of servicing Bank cards, if this is caused by a change in versions of the equipment and cashless payment system of the Bank, other banks participating in the payment systems "UZCARD", "HUMO", "MASTERCARD", "UNIONPAY INTERNATIONAL", "VISA";

6.3.6. Limits, restrictions and additional rewards for transactions with a Bank Card established by a third party that may affect the interests of the Client;

6.3.7. Consequences of untimely written notification of the Bank about blocking of a lost/stolen Bank Card, including for transactions made by third parties using the Bank Card prior to receiving written notification of the theft and/or loss of the Bank Card from the Client, or prior to blocking the Bank Card after the Client has contacted the Contact Center;

6.3.8. Transactions made using the Bank Card by third parties as a result of the Client disclosing the PIN code and/or CVV code of the Bank Card, SMS passwords, Control word for telephone conversations and password(s) for access to the Payment Systems to

third parties;

6.3.9. Blocking of the Bank card due to three consecutive incorrect entries of the PIN code;

6.3.10. Suspension of operations and freezing of funds used in the operation, in accordance with the legislation of the Republic of Uzbekistan on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of weapons of mass destruction in commercial banks or suspension of operations and freezing of funds, as a result of the Client's failure to comply with financial sanctions and prohibitions;

6.3.11. Untimely provision or failure by the Client to provide documents and information required by the Bank to carry out banking operations and proper verification of the Client, or inaccuracies and errors made in the documents provided;

6.3.12. Невозможность выполнения Банком своих обязательств по независящим от Банка причинам и при наступлении форсмажорных обстоятельств;

6.3.13. Refusal to open a Card Account and issue a Bank Card, as well as to carry out a transaction on a Bank Account in cases stipulated by legislation on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of weapons of mass destruction in commercial banks;

6.3.14. Untimely or incorrect actions of the Client in using the tools of third-party payment organizations;

6.3.15. Discrepancy between the contents of the paper Register/Statement and the data in the Bank's ABS, if the data in the ABS is not identical to the passport and other data about the Client;

6.3.16. Suspension of operations on the Organization's Transit Account in accordance with the legislation of the Republic of Uzbekistan;

6.3.17. For disputes and disagreements that arise between the Organization and the Employee (including those who have terminated the employment relationship).

6.3.18. The Bank is not responsible in case of unlawful actions of the Client.

6.3.19. Mutual claims regarding settlements between the Client and third parties are considered without the participation of the Bank.

6.3.20. In addition to the rights and obligations provided for by this Agreement, the Parties have the rights and bear the obligations provided for by the current legislation of the Republic of Uzbekistan.

6.3.21. The Parties shall be released from liability for failure to fulfill obligations if the failure to fulfill is a consequence of Force Majeure circumstances.

7. VALIDITY PERIOD OF THE AGREEMENT. PROCEDURE FOR TERMINATION OF THE CONTRACT

7.1. This Agreement shall enter into force from the moment the Client joins the Offer in accordance with paragraph 2.2 of this Agreement and shall be deemed concluded for an indefinite period.

7.2. This Agreement may be terminated at the Client's request at any time after the Client has made all payments related to the provision of banking services to the Client, as well as after the Bank has received all transactions on the bank card.

7.3. This Agreement may be terminated by the Bank unilaterally, in accordance with

the requirements of the legislation on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of weapons of mass destruction in commercial banks.

7.4.At the request of the Bank, this Agreement may be terminated by the court in cases stipulated by the legislation of the Republic of Uzbekistan.

7.5.Termination of the Agreement is the basis for closing the Card Account.

8. ANTI-CORRUPTION CONDITIONS

8.1.In fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries:

- do not pay, offer to pay or authorize the payment of any money or valuables, directly or indirectly, to any persons, with the purpose of influencing the actions or decisions of these persons in order to obtain any undue advantages or other undue goals and/or benefits;

- do not carry out actions classified by law as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on combating the legalization of proceeds from crime and the financing of terrorism.

8.2.Each party to this Agreement refrains from stimulating the other party (employees of the Bank) in any way, including by providing sums of money, gifts, gratuitous performance of work (services) for them, and other methods that place the Bank employee in a certain dependence and are aimed at ensuring that this Bank employee performs any actions in favor of the party stimulating him.

8.3.In the event that a Party suspects that corruption or fraudulent acts have occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

8.4.The notified party has the right to suspend the fulfillment of its obligations under this Agreement until the fact of corruption is confirmed.

8.5.The parties shall be liable for compensation for damage caused as a result of giving/receiving a bribe or for providing knowingly false information about giving/receiving a bribe.

8.6.The relevant party undertakes to inform the Bank of its connection and affiliation with the Bank in order to prevent a conflict of interest.

9. OTHER CONDITIONS

9.1.The Bank has the right to unilaterally amend the terms of this Offer by posting a new version of this Offer and the Bank's Tariffs on the website. The amendments made become binding on the Bank and the Client from the moment they are posted on the Bank's corporate website.

9.2.In order to perform the actions provided for in this Offer, and in accordance with the provisions of the Law of the Republic of Uzbekistan "On Personal Data", the Client grants the Bank the right to store and process, including automated, any information related to the personal data of the Client, including the collection, systematization, storage, modification, addition, use, provision, distribution, transfer, depersonalization and destruction of the personal data of the Client, and also gives its consent to the transfer of Personal Data to third parties for the purpose of performing the actions provided for in this Offer.

9.3.In the event of any disagreement regarding the terms and execution of the terms of this agreement, the dispute shall be resolved by mutual agreement of the parties. Disputes and disagreements on which the parties fail to reach an agreement shall be resolved in a competent court at the location of the Bank or its branch.

9.4.The Bank may send a notification to the Client in the following cases:

- if the bank suspends operations on the Client's bank cards (except in cases where the card is blocked as a result of an incorrect PIN code entry), the bank, no later than the next business day from the date of suspension of operations, sends the Client a notification of the reason for the suspension of operations on the Client's accounts;

9.4.1 The notification is provided to the Client via SMS/phone call, or by post or electronic communication, or through other communication channels. The Bank chooses the method of sending the notification independently.

10. BANK ADDRESS AND DETAILS

JSC «APEX BANK»

Address: Tashkent, Yakkasaray district,

Bratislava st., 2

MFO: 01196, INN: 310329897

Contact Center Number: 1881

Appendix №1

to the "Public offer agreement for servicing of bank cards in national and foreign currency, issued by JSC "APEX BANK" for individuals"

CONDITIONS FOR STORING AND USING A BANK CARD

1. Assigning/reassigning and storing the Card's PIN code

1.1. The PIN code can have a maximum length of 4 digits..

1.2. Immediately after receiving your bank card, confidentially set your PIN code on it, observing the following rules:

- when setting the PIN code, do not use repeating numbers, significant dates and generally known information about you (for example: date of birth, car number, phone number, etc.);

- do not write down your PIN code, but remember it;

- do not disclose the PIN code of your Card to other persons. No one has the right, including employees of the Bank and the Trade (service) Enterprise, to demand disclosure of the PIN code of your Card. If you disclose the PIN code of your Card to another person, all responsibility for the Transactions made on your Card will be assigned to you, since only you are the legal Cardholder according to the agreement with the Bank that issued the Card for you;

- if you find that your PIN code was disclosed to other persons against your will, you must confidentially change the PIN code;

- when changing the PIN code, you must first enter the current PIN code of the Card, and then reset it to a new one, following the prompts of the POS terminal or Self-Service Terminal/RBS (if it has such a capability);

- change the PIN code regularly, at least once a month. If your salary is credited to your Card, try to change the PIN code of the card in advance, 1-2 days before the next salary is credited to the Card Account. In this case, the security of the funds credited to the Card Account increases, even if the Card is lost;

- remember that an incorrect PIN code entered three times in a row blocks the Card. In this regard, carefully ensure that when entering the PIN code, each time you press the corresponding key on the keyboard, a stylized "asterisk" is displayed on the terminal display or on the screen of the POS terminal or Self-Service Terminal. This will mean that all the PIN-code digits entered on the POS-terminal or Self-Service Terminal keyboard were accepted by the device for processing. Otherwise, due to insufficient pressing of the keyboard button or malfunction of the button, you may enter the wrong PIN-code and block the Card;

- if you entered the PIN-code incorrectly twice and entered it correctly the third time, the number of attempts to enter the PIN-code is restored to three again;

- the Card can only be unblocked by contacting the Bank's Contact Center or unblocking it via RBS. In this case, if the Card is blocked due to three incorrect PIN-code entries, the Card can be unblocked by calling the Bank's Contact Center and telling the operator the PID data and the Code Word. To unblock the Card via RBS, you must use the Bank's Mobile Appendix and enter the corresponding section;

- during the unblocking procedure, you will have to set a new PIN-code for the Card personally and confidentially.

2. Storage and transfer of the Card to other persons

2.1.The Card is a tool for non-cash payments, increases the safety and security of your funds, provides additional convenience when you purchase goods and services. However, without you observing a number of security measures, the advantages of the Card will be insignificant.

2.2.Therefore, you should always remember and follow the following rules:

1. Do not store the Card together with your wallet and cash, or in places on your clothing where there is a high probability of accidental damage to the Card (for example: the back pocket of your trousers, storing it together with keys and other items, etc.).

2. Do not give the Card, even for a short time, to strangers if you are not able to control their actions with the Card. Check the presence of the Card periodically.

3. Write down and keep the number of your Card, as well as the code of the bank institution that issued the Card, which are printed on its front side.

4. If you decide to entrust the use of your Card to another person, you must formalize this properly and make sure that the authorized person has read the recommendations of these Terms and Conditions and is ready to strictly follow them.

5. Always try to visually control the actions with your Card by the staff of the Trade (service) Enterprise and the Bank employees and never leave the Card in the ATM/Self-service Terminal or the trading terminal.

6. Avoid exposure of the Card chip to various radiation, moisture, aggressive chemicals, do not use the Card for other than its intended purpose - this will lead to its breakage.

3. Actions in case of loss/damage and finding a previously lost Card

3.1.If you or your authorized representative have lost the Card, you must immediately notify the Bank in accordance with the terms of the Agreement.

3.2.Remember that if Transactions are made on your lost Card, the amounts for these Transactions will not be returned to you by the Bank. Therefore, in order to reduce the risk of losing funds from the Card, do not disclose your PIN code to third parties.

3.3.If you have found a previously lost Card, for which you have already submitted a Statement to the Bank about its loss and blocking, then under no circumstances try to use this Card as a means of non-cash payment - your Card is already blocked and may be retained by the ATM/Self-Service Terminal.

3.4.First of all, you must call the Bank's Contact Center and report that you have found your previously lost Card, which was blocked. After that, the Bank's employees will inform you of further instructions.

3.5.If the Card found when trying to use it in a terminal/ATM/Self-service terminal was blocked, you must contact the Bank's Contact Center to unblock it. If unblocking the Card requires calling a Bank employee, you must have your PID with you, as well as a properly executed power of attorney to use the Card (if you are the authorized person).

3.6.Remember that the BANK will not reimburse you for Transactions that occurred using your Card in the following cases:

- transactions were made before the Card was blocked;
- the transaction did not reach the processing center.

3.7. Actions in case of a failure or emergency that occurred during the use of the Card You must always remember that the Card and the infrastructure equipment in which it is used, although they are high-tech modern software and hardware devices, can also be subject to failures of various kinds.

3.8. Below is a list of the most common failures and abnormal situations when using the Card:

1. Funds were withdrawn from the Card at an ATM, but cash was not issued.

In this case, you need to wait until the ATM prints the Operation receipt. After that, print out the Operation history for the Card for which the money was not issued in the same ATM. Then contact the bank branch (the contact phone number should be indicated on the ATM receipt) that services this ATM, submit a Statement of the established form on the fact of funds being written off from your Card and not being issued by the ATM and attach the receipt or a copy of the Operation receipt. You must have the Card, PID, and a notarized power of attorney to use the Card (if you are the authorized person/Representative of the Client) with you. Perhaps, after a preliminary investigation of the situation at the ATM, you will have to additionally contact the bank branch that issued the Card to you.

2. Failure to write off funds from the Card at an ATM and issue cash.

In this case, you need to wait until the ATM prints the Operation receipt. After that, you need to print out the Operation history of the Card from which funds were not debited, but the money was issued by the ATM, in the same ATM. Then contact the bank branch (the contact phone number should be indicated on the ATM receipt) that services this ATM and submit a Statement of the established form on the fact that funds were not debited from your Card and were issued by the ATM, attach the Operation receipt or its copy and deposit the cash amount received from the ATM into the bank's cash desk. You must have the Card, PID, and a duly executed power of attorney to use the Card (if you are the authorized person/Representative of the Client).

3.9. To avoid the above and other failures, you must ensure that:

- the personnel of the trade (service) enterprise, before performing the Transaction with your Card, made sure that the trading terminal is in good working order, that the receipt paper is loaded into it and ready for printing (if the terminal is fully functional) and that autonomous power elements - batteries/accumulators are installed in it (if the terminal is portable).

- at the time of performing the Transaction with your Card in the terminal, the personnel of the Trade (service) Enterprise did not remove your Card from the terminal card reader or disconnect the terminal from the power supply (if the terminal is fully functional), and did not remove autonomous power elements from the terminal (if the terminal is portable) until the Transaction is completed and the transaction receipt is printed.

- at the time of printing the transaction receipt by the terminal, the personnel of the Trade (service) Enterprise did not feed the paper by pressing the corresponding button on the terminal keyboard, and did not manually forcibly pull out the receipt being printed.

- the Operation receipt was printed legibly with the mandatory indication of: date/time of the Operation, Card number, Authorization code, success/failure of the Operation and other Transaction details. If the copy of the receipt given to you does not meet these requirements, ask the cashier to print the receipt again.

4. Note

4.1. Never, under any circumstances, leave receipts for Transactions with your Card near the ATM/Self-Service Terminal or the terminal where you performed the Transaction with the Card.

4.2. If the ATM has seized your Card, you must contact the bank branch (the contact phone number must be indicated on the ATM receipt) that services this ATM. You must have an identity document with you, as well as a duly executed power of attorney to use the Card (if you are the authorized person/Representative of the Client).

4.3. If the ATM/Self-Service Terminal/Terminal takes too long to complete the Operation with your card, try to wait until the Operation is completed and get your Card back.



STATEMENT ON OPENING A CARD ACCOUNT AND ISSUING A BANK CARD

I, _____, hereby request to issue a bank card in JSC "APEX BANK". I have read and agree with the terms of the offer for the issue and servicing of bank plastic cards of JSC "APEX BANK", as well as the bank's tariffs.

PERSONAL INFORMATION ABOUT THE BANK CLIENT:

FULL NAME: _____

INFORMATION about PID: _____


Date of birth: _____ **Place of birth:** _____

Gender: _____ **PINFL:** _____

Registration address: _____

Phones: _____

E-mail: _____

Date: _____ **Client's signature:**  _____

INFORMATION ABOUT THE BANK'S CARD PRODUCT:

Payment system type: _____ **Card product:** _____

Transaction type: _____

Card account number: open a new account in <account currency>
 issue an additional card to an existing account <account number> in <account currency>

Additional card issued: in the name of the Client, whose details are specified in the section PERSONAL INFORMATION ABOUT THE BANK CLIENT.
 in the name of another person whose details are specified in the section INFORMATION ABOUT THE HOLDER OF THE ADDITIONAL CARD

Card holder name to be printed on the card: _____

PERSONAL INFORMATION ABOUT THE ADDITIONAL CARD HOLDER:

FULL NAME: _____

INFORMATION about PID: _____

Date of birth: _____ **Place of birth:** _____

Gender: _____ **PINFL:** _____

Registration address: _____

Phones: _____

E-mail: _____