

## **“CONSTRUCTOR” DEPOSIT AGREEMENT - PUBLIC OFFER**

### **1. GENERAL PROVISIONS**

1.1. This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) to conclude a deposit agreement on the terms determined by the Depositor himself based on the conditions specified in Appendix No.1 to the Public Offer, with an individual – the owner of a deposit account/s in the ASIA ALLIANCE BANK system.

1.2. In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC of the Republic of Uzbekistan), if the conditions set out below are accepted and completed in "Alliance" mobile banking system (hereinafter referred to as the System) for all provided actions necessary to implement operations to transfer the deposit amount from a bank account specified in the System (hereinafter referred to as the bank account) to a deposit account opened in accordance with this Agreement (hereinafter referred to as the deposit account), the client - an individual who accepts this offer, becomes the Depositor (in accordance with Part 4 of Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of an offer is tantamount to concluding an agreement on the terms set out in the offer and Appendix No.1), and the Bank and the Depositor jointly are the Parties to this agreement.

1.3. An application generated by the System, in which the Depositor determines the amount of the deposit and gives an order to write off funds from his bank account to the deposit account is an integral part of this Agreement.

1.4. The terms of the deposit, which the Depositor independently selects from the conditions specified in Appendix No. 1, before proceeding to this Public Offer, are integral part of this Public Offer.

1.5. Transfer of funds to a deposit is possible only from a deposit account corresponding to the currency of the deposit being opened.

1.6. The agreement is considered concluded between the Bank and the Depositor from the moment the Bank receives acceptance of the public offer and funds are credited to the Depositor's deposit account.

1.7. Acceptance of the offer - full and unconditional acceptance (consent) by the Depositor of this Public Offer by placing a mark of acceptance of the terms of the Public Offer in the System and transferring the deposit amount from the bank account specified in the System (hereinafter referred to as the bank account) to the account for the deposit.

1.8. The document confirming conclusion of the Agreement and crediting of funds to the Depositor's account is confirmation generated by the System upon completion of the transaction to transfer the deposit amount from the bank account to the deposit account. The depositor receives confirmation of opening a deposit in the System, as well as an SMS message to the mobile phone number registered in the System.

### **2. SUBJECT OF THE AGREEMENT**

2.1. The Depositor remotely deposits, and the Bank accepts, funds into the deposit by crediting them from the Depositor's bank account and undertakes to return the deposit and pay interest on the terms and in the manner provided for by the selected Deposit Terms, which are an integral part of this Agreement. The Deposit Terms indicate the name, type (savings) and currency of the deposit, term of the deposit, interest rate, minimum deposit amount, conditions for replenishment and partial withdrawal of the deposit, procedure for paying interest, and conditions for early closure of the deposit.

2.2. Deposit account details for deposit accounting are contained in "My Deposits" section of the System and include the following information on the deposit: name of the deposit, type and currency of the deposit, name of the Bank branch in which the deposit is opened, opening date and date of return of the deposit, initial deposit amount, annual interest rate on the deposit, current deposit amount, current accrued interest, bank account number, account for calculating interest, remaining number of days until the deposit is closed.

### **3. PROCEDURE OF SETTLEMENTS**

3.1. Interest on the deposit amount is accrued daily, based on calculation of 365 days a year, from the day following the day it is credited to the deposit account until the day preceding its return to the Depositor or its debit from the Depositor's account on other grounds established by law or the Agreement.

3.2. Interest is not accrued for the period when the funds in the deposit are seized.

3.3. The deposit is returned by the Bank the next day after the deposit expires.

3.4. If the return of the deposit is made at the request of the Depositor before the expiration of the deposit term, the accrued interest on the deposit is paid in accordance with the selected Terms of deposit.

3.5. The interest payable, as well as the deposit amount, can be claimed by the Depositor through the System or by submitting a written application through personal appeals to the Bank division specified in the System. When claiming the Deposit amount and/or interest the Depositor independently determines in the System the deposit account to which the interest to be paid should be transferred, as well as the amount of the Deposit.

3.6. Upon expiration of the Agreement, the Depositor closes the Deposit in the System by transfer of funds to the account specified by him in the System. If the deposit with the interest due is not claimed by the Depositor at the end of the Agreement, then this Agreement is extended on the terms of a demand deposit with the interest rate in force for a demand deposit established by the Bank's Tariffs.

## **4. OBLIGATIONS OF THE PARTIES**

### **4.1. The Bank undertakes to:**

- advise the Depositor when he contacts the Bank on issues of opening and returning a deposit;
- accept funds from the Depositor as a deposit and pay interest on the deposit amount on the terms and in the manner stipulated in the Agreement;
- at the first request of the Depositor, return the deposit amount received from him in the manner established by clauses 3.5., 3.6. of this Agreement, or otherwise dispose of the corresponding amount on behalf of the Depositor;
- maintain the secrecy of the deposit, transactions on the deposit account and information about the Depositor, with the exception of providing information to third parties in the manner established by the legislation of the Republic of Uzbekistan;
- fulfill other requirements imposed by the law for bank deposit agreements concluded with individuals.

### **4.2. The Depositor undertakes to:**

- comply with the requirements established by the current legislation of the Republic of Uzbekistan, the procedure for performing transactions on deposit accounts;
- inform the Bank about changes in last name, first name, patronymic, place of residence, passport data/data of another identification document, contact telephone number, and as well as other information provided by him/her when concluding this Agreement, within ten working days from the date of such changes. When changing passport data/data of other identification document, provide the Bank with a new identification document (if you change your last name, first name or patronymic, additionally submit a document confirming the change in these data);
- at the Bank's request, provide additional documents (information) no later than 5 (five) calendar days after receiving the request, in accordance with legal requirements of the Republic of Uzbekistan on combating legalization of proceeds from crime and financing of terrorism;
- if the Depositor intends to demand return of the deposit before the expiration of the deposit term, he/she is obliged to notify the Bank of his/her intention no later than 1 (one) month before the expected date of withdrawal of the deposit. The notification can be sent to the Bank through the System by performing actions specified by the System or by submitting a written application by the Depositor to the Bank division specified in the System (Part 5 of Article 762 of the Civil Code of the Republic of Uzbekistan).

## **5. RIGHTS OF THE PARTIES**

### **5.1. The Bank is entitled to:**

- use the Depositor's available funds as a source of financial resources, guaranteeing their availability upon presentation of a demand for return of the deposit and the right of its owner to freely dispose of these funds;
- make direct (without the consent of the Depositor) write-off of erroneously credited funds from the deposit account;
- require the Investor to provide documents in accordance with the requirements of the legislation of the Republic of Uzbekistan on combating legalization of proceeds from crime and financing of terrorism.

### **5.2. The Depositor is entitled to:**

- dispose of the deposit and interest accrued on the deposit personally or through own representative acting on the basis of a power of attorney executed in the manner established by the legislation of the Republic of Uzbekistan;
- upon expiration of the deposit period established by the Depositor when concluding the Agreement, claim the deposit amount and the interest due;
- manage funds (deposit amount and accrued interest) within the limits of the cash balance;
- terminate the agreement early, withdraw the deposit on the terms specified in clause 3.4. of the present Agreement and close the account.

## **6. RESPONSIBILITIES OF THE PARTIES**

6.1. The parties are responsible for failure to fulfill their obligations under this Agreement in accordance with the current legislation of the Republic of Uzbekistan

6.2. If the Bank fails to comply with the Depositor's request to return the deposit or part thereof within the terms established by this Agreement, the Bank is obliged, regardless of the payment of interest on the Deposit, to compensate for losses caused in accordance with Article 327 of the Civil Code of the Republic of Uzbekistan.

6.3. The Bank is not responsible for failure to fulfill its obligations under this Agreement due to force majeure circumstances, i.e. those beyond the control of the Bank and unamenable, preventing the Bank from fulfilling its obligations

## **7. DURATION OF THE AGREEMENT. OTHER CONDITIONS**

7.1. This Agreement comes into force on the date of its conclusion (sub-clause 1.5 of this Agreement) and terminates from the moment the entire or part of the deposit amount is issued to the Depositor from the account specified in the System. Upon termination of this Agreement, the deposit account specified in the System is closed.

7.2. Payment of funds on the deposit, as well as provision by the Bank of information on the deposit when the Depositor personally contacts the Bank, is carried out on the basis of the identity document presented by the depositor.

7.3. All changes and additions to this Agreement must be in writing and signed by the Parties.

7.4. In everything that is not stipulated in this Agreement, the Parties are guided by the legislation of the Republic of Uzbekistan.

7.5. Disputes under this Agreement are adjudicated in the manner prescribed by the current legislation.

7.6. Return of the deposit is ensured by all the Bank's property.

7.7. In accordance with the Law of the Republic of Uzbekistan (LRU-1031 dated 18.02.2025) "On guarantees for the protection of deposits in banks" deposits of individuals are objects of guarantee. In the

event of a guarantee event, the Depositor has the right to receive compensation in the amount established by Law.

7.8. All notifications are to be sent by the Bank to the Depositor through the System or to the last address known to the Bank by registered mail with notification.

7.9. Issues not regulated by this Agreement are regulated by the current legislation of the Republic of Uzbekistan.

## **8. LEGAL ADDRESSES AND BANK DETAILS**

### **"ASIA ALLIANCE BANK" JSCB**

**Address:** city of Tashkent, District of Yashnabad,  
Makhtumkuli str., 2a

TIN: 207018693

CCEA: 64190

RNCBO: 22921172

Bank details: acc. 2980200000001095001

MFO: 01095

Phone.: 71-231-60-00

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