

Offer and Agreement for the Provision of Internet Acquiring Services in the National Currency via E-POS Terminals

This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) and defines the standard terms, conditions and procedure for supporting the Bank's customers - legal entities and/or individuals engaged in business activities without forming a legal entity (hereinafter - Customer), when providing **Internet acquiring services through E-POS terminals in the national currency of the Republic of Uzbekistan.**

In accordance with Part 2, Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), if provisions of the public offer set out below are accepted, by applying to the Bank with an Application for connecting Internet acquiring services for bank cards in national currency through E-POS terminals (hereinafter referred to as - Application) and providing of the necessary documents, the person accepting this offer shall become the Customer (in accordance with Part 4, Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer shall be equivalent to executing an agreement under the terms and conditions set out in the offer), and the Bank and the Customer jointly shall become Parties to this agreement.

In connection with the above, carefully read the text of this public offer and familiarize yourself with the Bank's Tariffs. If you do not agree with any clause of the offer, the Bank invites you to refuse to use the services.

DEFINITIONS AND INTERPRETATIONS

Bank card holder (User) is an individual who presented a bank card as a means of payment for purchased goods, services received, works, who is its owner or a person authorized by the owner, using a bank card based on an agreement between the owner and the issuer or bank distributing bank cards and presenting the Card as a means of payment.

The Bank (hereinafter referred to as the Contractor) is a participant in the IPS (interbank payment system), a commercial bank of the Republic of Uzbekistan, which has contractual relations with other commercial banks of the Republic of Uzbekistan, issuing microprocessor bank payment cards in national currency and supporting it within the framework of the Interbank Payment System.

Customer means Legal entities and/or individuals engaged in business activities without forming a legal entity, selling goods and/or providing services, performing work, who have the ability to accept payments from Users for goods/services/work.

Bank Payment Card is a bank payment card in national currency, issued by any commercial bank of the Republic of Uzbekistan in the name of an individual - resident and non-resident of the Republic of Uzbekistan and/or a business entity - resident of the Republic of Uzbekistan, for non-cash payments.

E-POS terminal is a virtual terminal registered by the Bank in the name of the Customer in accordance with the executed agreement, with the Customer's transit accounts assigned to the terminal, used to reflect transactions in the Bank's balance sheet. When carrying out an operation, the Customer shall generate a request for an operation using two parameters that the bank receives after registering E-POS terminals in the Processing Center systems: Merchant ID and Terminal ID.

System is an intellectual property product intended for the implementation of information and technological interaction between Users, the Bank and the Customer, in particular the organization of receiving and processing information on payments made from the User's bank card for goods/work/services, including allowing the Customer to receive information about transferring funds from the Users' personal accounts to the Customer's current account using microprocessor plastic cards and using a software package owned and held by the Copyright Holder.

Payment instruments are a specific instrument containing details identifying the payment system in which it is used and, as a rule, the holder of this payment instrument.

Participant is Contractor, Customer registered in the System, as well as Users.

Reconciled file is a file generated by the System containing information about payments made by Users through Payment Acceptance Outlets (PAO) using microprocessor plastic cards.

Accepted payment is the amount paid by the User through the PAO, information on which is received by the Customer.

Payment Acceptance Outlets (PAO) are remote workstations that accept Payments. Payment instruments integrated into the System (website, application, etc.).

Reporting month means 1 (one) calendar month from the first day of the month to the last day of the month in which services for accepting Payments were provided.

1. SUBJECT OF THE AGREEMENT

1.1. This Agreement defines the general conditions in accordance with which the Customer instructs and pays, and the Contractor assumes obligations through the System/Systems, to provide services to ensure timely and complete receipt of funds to the Customer's current account for electronic funds transfers carried out by Bank Card Holders for services provided (products/works) of the Customer using Internet acquiring.

2. GENERAL

2.1. The terms and conditions of the Agreement are defined in a standard form and can be accepted by the Customer by consent with it when submitting the Application. Submission of the Application, provision of the necessary documents and carrying out all necessary technical work on the integration of telecommunications shall mean the Customer's joining to this Agreement as a whole.

2.2. The period for accepting the terms and conditions of the offer is not limited.

2.3. Under this Agreement the Contractor shall:

- connect the Customer to the System/Systems in order to organize receipt and processing of information on payments made from Users' bank cards;
- ensure provision of complete information on payments using a bank card made by Bank Card Holders for services (goods/work) of the Customer from the Bank Card Holder's account to the Customer's account;
- ensure timely receipt of funds in full, received from the Bank Card Holder to the Customer's current account under this Agreement (hereinafter referred to as the "Services").

2.4. The currency for conducting transactions by using bank cards and making settlements for these transactions is the national currency of the Republic of Uzbekistan - UZS.

2.5. The Bank's Tariffs are integral parts of this Agreement.

2.6. The Bank allows transactions using bank cards for the purpose of providing services to the Customer only if the resources on the Internet, software product and mobile application comply with information security requirements.

2.7. Transfer of information about ongoing Payments shall be carried out electronically (in real time) in formats agreed upon by the Parties and using networks and means of communication agreed upon by the Parties in accordance with the Procedure for maintaining electronic document management specified in Annex No. 1 to this Agreement.

2.8. In order to assist each other in promoting their services, the Parties undertake mutual obligations to inform about the services provided by each of the Parties when advertising their services.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Customer shall be entitled to:

3.1.1. Seek advice from the Contractor regarding operation of the System/Systems. For these purposes, the following channels will be available for contacting the System Provider: (1) hotline numbers: +998 (71)231-60-00; (2) email: info@aab.uz; (3) at a branch/Operations Department of the Bank.

3.1.2. Request any information related to this Agreement in writing or orally, with the exception of confidential information and bank secrecy.

3.1.3. At any time, terminate this Agreement and close the account by sending a written notice to the Contractor in accordance with clause 9.2 hereof.

3.2. The Contractor shall be entitled to:

3.2.1. Provide recommendations to the Customer on issues of working in the System/Systems and obtaining information on the transfer of funds from the accounts of Bank Card Holders to the Customer's current account under this Agreement.

3.2.2. Engage third parties to provide services under the Agreement, including ensuring the execution of transactions using Bank cards, connecting resources on the World Wide Web, software products and mobile applications to the System/Systems.

- 3.2.3. Conduct data verification (in accordance with the "Internal control rules for combating money laundering and terrorist financing in commercial banks" registered by the Ministry of Justice of the Republic of Uzbekistan on May 23, 2017, No. 2886) provided by the Customer, as well as conduct verification of the fact of controversial transactions and unlawful use of Bank cards during its execution.
- 3.2.4. Distribute information of an advertising nature among potential Bank Card Holders in order to attract an additional circle of consumers for the Customer.
- 3.2.5. If the Bank makes changes and/or amendments to the Tariffs, the Contractor shall notify the Customer about this no later than 10 (ten) calendar days before the date of introduction of such changes and/or amendments, without executing an additional agreement to this agreement, in any of the following ways:
 - a) by posting changes and/or amendments to the Tariffs on information boards in the Bank's offices;
 - b) by posting changes and/or amendments to the Tariffs on the Bank's web page at: www.aab.uz;
 - c) in another way, at the discretion of the Bank.
- 3.2.6. Require the Customer to provide additional documents necessary for its identification, request from the Customer additional information on transactions performed on the account, in accordance with the requirements of the legislation on combating money laundering and financing of terrorism.
- 3.2.7. Suspend operations and refuse to execute customer orders to carry out transactions on the Account in cases provided for by legislation on combating money laundering and financing of terrorism.
- 3.2.8. Withdraw the remuneration under this agreement from any of the Customer's accounts without acceptance, in the event of late payment of the remuneration on the part of the Customer.

3.3. The Customer shall:

- 3.3.1. Pay bank fees for payment acceptance services provided by the Contractor in accordance with the terms and conditions of the Agreement and the Bank Tariff.
- 3.3.2. Ensure information confidentiality and possibility of technical interaction of its equipment, resources on the Internet, software product and mobile application involved in the exchange of information with the Contractor under this Agreement.
- 3.3.3. At the Contractor's request, provide all necessary documents and information to connect the Customer to the System.
- 3.3.4. Provide information to the Contractor about the list of services (goods/work) sold through payment instruments using an E-POS terminal.
- 3.3.5. In the event of a change in the list of services (goods/work) sold through payment instruments using E-POS terminals and/or a change in the domain name of resources on the Internet, software product and mobile application, immediately notify the Contractor about this (a sample letter is posted on the bank's website www.aab.uz)
- 3.3.6. Independently resolve conflict situations with Bank Card Holders and Banks that arose during operations on the Internet, software products, and mobile applications.

3.4. The Contractor shall:

- 3.4.1. Ensure that the entire amount for each accepted payment is credited to the Customer's current account in real time, but no later than 2 (two) banking days from the date of receipt of the amounts for each accepted payment. In this case, payments made from bankcards shall be accumulated in a special transit account with subsequent crediting to the Customer's current account.
- 3.4.2. Provide services of appropriate quality and in full during the entire term of this Agreement. The quality of the services provided must meet the requirements specified in this Agreement, as well as other requirements established for this type of service on the territory of the Republic of Uzbekistan.

- 3.4.3. Connect the Customer to the System no later than 2 (two) working days from the date of signing the Certificate of Technical Readiness in the form specified in Annex No. 4 to this Agreement.
- 3.4.4. When carrying out preventive work on its equipment, carry it out during off-peak hours and with prior notification to the Customer 24 hours before the start of work, and within 1 hour in case of emergency situations by fax, email or message on the Contractor's official website.
- 3.4.5. Appoint a person and his/her replacement responsible for the operation of the system and document management (hereinafter referred to as the responsible employee of the Contractor). Information about contact details with the responsible employee of the Contractor shall be published on the Bank's web page at the address: www.aab.uz.
- 3.4.6. Promptly provide the Customer with properly executed transit account statements for the reporting month (according to the forms specified in Annex No. 2).
- 3.4.7. Assist in the resolution by the Customer of issues related to payments accepted by the Contractor through the System.

4. COST OF WORK, PAYMENT PROCEDURE AND CONDITIONS FOR ACCEPTANCE OF SERVICES

- 4.1. The Customer shall pay the Contractor a bank fee for services provided in the amount according to the tariffs of the bank (Contractor).
- 4.2. The fee shall be debited by the Contractor after a successful payment to the customer's bank account.
- 4.3. The amount of the Contractor's fee for the Reporting month shall be calculated based on the transit account statement / percentage of the amount of each Transfer, notification of which will be transmitted to the Customer for the Reporting month.
- 4.4. Write-off of the fee from a successful payment shall confirm that the work is completed properly and the quality of the services provided.

5. LIABILITIES OF THE PARTIES

- 5.1. The parties shall be liable for failure or improper fulfillment of obligations under this Agreement in accordance with the Law of the Republic of Uzbekistan "Regarding legal framework for the activities of business entities", other regulatory legal acts of the current legislation of the Republic of Uzbekistan.
- 5.2. The Parties shall be not liable for losses and other consequences that occur in connection with circumstances that exclude liability, which are force majeure circumstances (Section "Force Majeure" of this Agreement) or other circumstances beyond the control of the Parties.
- 5.3. The Customer shall be liable for improper fulfillment of his obligations for the sale of services (goods/work) to Users (bankcard holders) in terms of timing, quality, quantity and volume of services (goods/work) sold.
- 5.4. The Contractor shall be not liable to Bank Card Holders for improper fulfillment by the Customer of its obligations for the sale of services (goods/work).
- 5.5. The Contractor shall be not liable in the event of technical failures (outage/damage to power supply and communication networks, failures of the processing center software and technical failures in payment systems) resulting in the Contractor's failure to comply with the terms of this agreement.
- 5.6. If the Customer delays payment for services provided by the Contractor, the Customer shall pay the Contractor a penalty in the amount 0.1% of the overdue payment amount for each day of delay, but not more than 10% of the overdue payment amount. The payment period shall be determined by the date of posting payment documents through the Contractor's bank.
- 5.7. In case of failure or improper fulfillment of its obligations by the Contractor to transfer received funds, the Contractor shall pay the Customer a penalty in the amount 0.1% of the unfulfilled obligation amount for each day of delay, but not more than 10% of the unfulfilled obligation amount.
- 5.8. The Customer shall be liable for the accuracy of the information provided to the Contractor in accordance with the Agreement, including regarding the list of services (goods/works) sold through resources on the Internet, software product and/or mobile application.
- 5.9. Payment of fines and/or penalties by one Party to the other Party does not relieve the Parties from fulfilling their obligations under this Agreement.

- 5.10. The Customer confirms that he has the necessary, in accordance with the requirements of the legislation of the Republic of Uzbekistan, grounds for transferring data to the Bank, including personal data of Bank Card Holders for the purposes provided for in the Agreement. The Customer guarantees that he will notify Holders of bank cards making payments through resources on the Internet, software product and/or mobile application for services (goods and works), about the transfer of their data to the Contractor, and processing of their data by the Contractor and the Copyright Holder of the system .
- 5.11. Each of the Parties, when executing this Agreement, shall comply with the requirements of the current legislation of the Republic of Uzbekistan, and bear independent responsibility for this.

6. FORCE MAJEURE

- 6.1. The parties shall be not liable for partial or complete failure to fulfill obligations under this Agreement if this failure was a consequence of force majeure circumstances arising after the execution of the Agreement because of extraordinary circumstances that the Parties could not foresee or prevent. Force majeure circumstances shall mean: flood, fire, earthquake, actions or inaction of government bodies, epidemic and other natural phenomena, war or hostilities, malfunctioning in computer technology, as well as disconnection of communication channels and power supply for reasons beyond the Parties will.
- 6.2. Upon the occurrence of the circumstances specified in clause 6.1 hereof, each Party must notify the other Party about it in writing within 5 (Five) calendar days. The Party relying to force majeure circumstances must immediately provide the other Party with official documents issued by the competent government authorities certifying the existence of such circumstances and, if possible, assessing its impact on the Party's ability to fulfill its obligations under the Agreement.
- 6.3. Failure to notify or untimely notification (in accordance with clause 6.2 above) of force majeure circumstances shall deprive the relevant Party of the right to rely on it as justification for non-fulfillment or improper fulfillment of obligations.
- 6.4. If the circumstances listed in clause 6.1 hereof and their consequences continue to be in force for more than 2 (two) consecutive months, the Parties shall conduct additional negotiations to identify acceptable alternative methods of execution of the Agreement.
- 6.5. If force majeure circumstances continue for more than 6 (six) consecutive months, each of the Parties has the right to terminate this Agreement in relation to the unfulfilled part of the Agreement. However, neither Party shall bear any liability to the other Party because of termination in accordance with this paragraph.

7. CONFIDENTIALITY

- 7.1. The parties shall exchange information reasonably necessary for each party to fulfill its obligations under this Agreement. All written or oral information related to the performance of obligations under this Agreement provided by one party to the other party, in respect of which the laws provide for a regime of limited access, or information about which the party transmitting the information has expressly notified the other party that such information is confidential, shall be deemed and identified as confidential information ("Confidential Information"). Confidential information shall include, among other things, personal data and information constituting commercial, professional, official, as well as other types of secrets defined by law, accounting and financial data, information on payment transactions, management information for setting up information, telecommunication and payment systems Confidential Information is subject to protection from unauthorized access to it, ensuring its integrity, safety and timely provision.
- 7.2. The party receiving Confidential Information pursuant to this Agreement ("Receiving Party"), without first obtaining the written consent of the party providing such information ("Disclosing Party") will not (i) use any part of the Confidential Information for purposes not provided for in this Agreement, (ii) provide Confidential Information or part thereof to any persons or organizations other than employees and consultants of the Receiving Party (as well as subcontractors) who reasonably need to have access to Confidential Information for the purposes provided for in this Agreement, and who agree to protect the Confidential Information as if they were a party to this Agreement, (iii) not to misuse the Confidential Information.
- 7.3. The Receiving Party will not be liable for the disclosure of Confidential Information or any part thereof if it can demonstrate that such Confidential Information (i) was in the public domain at the time it was received or subsequently became so through no fault of the Receiving Party; (ii) was known to or in the Receiving Party's possession prior to receipt; (iii) became known to the Receiving Party from a

source other than the Disclosing Party, in the absence of a violation of obligations to ensure the safety of Confidential Information.

- 7.4. If the Receiving Party is required by law to disclose any Confidential Information to governmental authorities authorized by law to require disclosure of Confidential Information, such Party must immediately notify the Disclosing Party in writing of such fact. Moreover, in case of proper notification to the Disclosing Party, the Receiving Party disclosing Confidential Information in accordance with this paragraph shall not be considered as violating its obligation not to disclose Confidential Information. In the event of such disclosure, the Receiving Party shall do its best to ensure the protection of Confidential Information.
- 7.5. Confidential information remains the property of the Disclosing Party and, upon the request of the latter after it is no longer needed for the purposes provided for in this Agreement, shall be immediately returned to such party or destroyed along with all copies made by the Receiving Party or any other party to whom such Confidential Information has been provided by the Receiving Party in accordance with the provisions of this section.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1. All disputes and disagreements that may arise from this Agreement must be resolved in accordance with the current legislation of the Republic of Uzbekistan.
- 8.2. All disputes arising between the Parties in connection with the execution, amendment or termination of this Agreement must be resolved through negotiations. If the settlement of the dispute through negotiations does not occur, then the dispute must be resolved in the Interdistrict Economic Court of Tashkent, in accordance with the requirements of the current legislation of the Republic of Uzbekistan.

9. VALIDITY OF THE AGREEMENT, PROCEDURE FOR ITS TERMINATION

- 9.1. This Agreement is executed for an indefinite period.
- 9.2. The Agreement may be terminated based on a written Application from the Customer for termination of this Agreement and closure of the Account, provided that the Customer has fulfilled all obligations to the Bank under this Agreement. If the Customer does not agree with the changes or amendments made to the Tariffs, the Customer has the right, before such changes or amendments enter into force, to terminate the Agreement in the manner prescribed by the Agreement.
- 9.3. All time periods associated with termination shall be counted from the day following the day the other Party receives written notice of termination of the agreement.

10. FINAL PROVISIONS

- 10.1. The Customer guarantees that all the terms and conditions of this Agreement are clear to him and he accepts them unconditionally and in full.
- 10.2. All annexes and amendments to the Agreement indicating this in it shall be an integral part of it. The annexes to this agreement shall be posted on the Bank's web page at: www.aab.uz.
- 10.3. In cases not provided for by the terms and conditions of the Agreement, the parties shall be guided by the current legislation of the Republic of Uzbekistan.

11. LEGAL ADDRESS AND BANK DETAILS.

"ASIA ALLIANCE BANK" JSCB

Address: Tashkent, Yashnabad district, Makhtumkuli Street, 2a

Bank details:

Account No.2980200000001095001

MFO: 01095; INN: 207018693

OKED: 64190 OKPO: 22921172

Tel.: 71-231-60-00

Signature: _____

Seal