

"TASDIQLANGAN"  
"KDB Bank Uzbekistan" AJ  
Boshqaruv qarori bilan  
(2021-yil "23" noyabrda  
IMB/LGD/HO/21/63-sonli bayonoma)

"APPROVED"  
by Management Board decision  
"KDB Bank Uzbekistan" JSC  
(Protocol No. IMB/LGD/HO/21/63  
dated "23" November 2021)

## **Konvertatsiya xizmatlarini ko'rsatish bo'yicha Ommaviy oferta**

## **Public offer for rendering conversion services**

(25.03.2024 yildan o'zgartirilgan va qo'shimcha  
kiritilgan Ommaviy Ofertaning versiyasi)

(Version of the Public Offer as amended and  
supplemented as of 25.03.2024).

Ushbu hujjat "KDB Bank Uzbekistan" AJ (keyingi  
o'rinlarda Bank deb yuritiladi) ning rasmiy taklifi  
(ommaviy oferta) bo'lib, Bank Mijozlari (keyingi  
o'rinlarda Mijoz) bilan:

This document is an official offer (public offer) of  
"KDB Bank Uzbekistan" JSC (hereinafter referred  
to as Bank) and defines the standard conditions and  
procedure for banking operations with Bank's  
Clients (hereinafter referred as Client):

- chet el valyutasini O'zbekiston Respublikasining milliy valyutasiga (keyingi o'rinlarda milliy valyuta deb yuritiladi) konvertatsiya qilish,
- milliy valyutani chet el valyutasiga konvertatsiya qilish,
- bir turdagi chet el valyutasini boshqa turdagi chet el valyutasiga konvertatsiya qilish

- on conversion of foreign currency into the national currency of the Republic of Uzbekistan (hereinafter referred to as national currency),
- on conversion of national currency into foreign currency,
- on conversion of foreign currency of one type into foreign currency of another type.

bo'yicha bank operatsiyalarining standart shartlari va tartibini belgilaydi.

O'zbekiston Respublikasi Fuqarolik Kodeksining 369-moddasi 2-bandiga muvofiq, konvertatsiya uchun buyurtma yoki chet el valyutasida o'tkazma uchun ariza berilganda quyida keltirilgan shartlar qabul qilinsa va shartnoma qabul qilinsa, ushbu ommaviy ofertani qabul qilgan Mijoz Shartnomaning Tomoniga aylanadi (O'zbekiston Respublikasi Fuqarolik Kodeksining 370-moddasi 4-qismiga binoan, ofertani qabul qilish ofertada ko'rsatilgan shartlar bo'yicha bitim tuzishga tengdir), va Bank va Mijoz birgalikda - bitimning Tomonlari hisoblanadi.

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, if the conditions set forth below are accepted and adhered to the agreement when submitting a conversion application or a transfer application in a foreign currency, Client accepting this public offer becomes a Party to the Agreement (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 Bank and Client jointly - Parties to the agreement.

### **1. ATAMAJIAP**

### **1. TERMINOLOGY**

1.1. Oferta – ushbu hujjat "Konvertatsiya xizmatlarini ko'rsatish bo'yicha ommaviy oferta".

1.1 Offer – the actual document "Public offer for rendering conversion services".

1.2. Konvertatsiya xizmatlarini ko'rsatish bo'yicha ommaviy oferta – bu ofertani qabul qilish yo'li bilan tuziladigan Bank va Mijoz o'rtasida konvertatsiya xizmatlarni ko'rsatish to'g'risidagi bitim.

1.2. Public offer for rendering conversion services – an agreement between Bank and Client for rendering conversion services, which is concluded through the acceptance of the offer.

1.3. Mijoz – ommaviy ofertani qabul qilgan shaxs bo'lib, ommaviy oferta doirasida Bank xizmatlarining buyurtmachisi hisoblanadi.

1.3. Client - person who has accepted the public offer and is thus the customer of Bank's services in line with the public offer.

1.4. Bank – "KDB Bank Uzbekistan" AJ bosh ofisi va uning filiallari.

1.4. Bank - Head office of "KDB Bank Uzbekistan" JSC and its branches.

1.5. Ommaviy ofertani qabul qilish - Mijoz tomonidan ommaviy ofertaning 1.7-bandida ko'rsatilgan harakatlarni amalga oshirish orqali ofertani to'liq va shartsiz qabul qilish.

1.6. Masofaviy xizmat dasturlari (keyingi o'rinlarda – MXD) – Mijozga konvertatsiya va to'lovni amalga oshirish bo'yicha topshiriqlarni yaratish va uzatish imkoniyatini beruvchi Bank dasturlari.

1.7. Ommaviy ofertaga qo'shilish - konvertatsiya uchun buyurtma (Ilova №1), chet el valyutasini sotib olish uchun buyurtma (Ilova №2) yoki chet el valyutasida o'tkazma uchun arizada (Ilova №3<sup>1</sup>) mijozning ommaviy ofertaga qo'shilishga aniq va avtomatik ravishda roziligi va uning shartlarini qabul qilishi ko'zda tutilgan yozma band. Buyurtmalar/ arizalarni imzolagan yoki ushbu hujjatlarni MXD orqali avtorizatsiya qilish orqali Mijoz ommaviy oferta shartlarini avtomatik ravishda qabul qiladi.

1.8. Xizmat - Bank tomonidan konvertatsiya xizmatlarni taqdim etish.

1.9. Konvertatsiya quyidagi operatsiyalarni o'z ichiga oladi:

- Mijoz tomonidan chet el valyutasini sotish va milliy valyutani sotib olish,
- Mijoz tomonidan milliy valyutani sotish va chet el valyutasini sotib olish,
- Mijoz tomonidan bir turdagi chet el valyutasini boshqa turdagi chet el valyutasiga sotish va sotib olish.

1.10. Konvertatsiya uchun buyurtma - Mijozning Bankka quyidagi ko'rsatmalarini taqdim etuvchi hujjat:

- chet el valyutasini sotish va so'ngra Mijozning milliy valyutadagi hisobvarag'iga kirim qilish,
- bir turdagi chet el valyutasini sotish va so'ngra konvertatsiya uchun buyurtmada ko'rsatilgan boshqa turdagi chet el valyutasida Mijozning hisobvarag'iga kirim qilish.

1.11. Chet el valyutasini sotib olish uchun buyurtma - Mijozning Bankka milliy valyutani sotish va chet el valyutasini sotib olish va so'ngra Mijozning chet el valyutasidagi maxsus hisobvarag'iga kirim qilish bo'yicha ko'rsatmalarini taqdim etuvchi hujjat.

1.12. O'tkazma uchun ariza - Mijozning bankdagi hisobvarag'ida bo'lgan chet el valyutasidagi mablag'larini chiqim qilish va ushbu valyutada yoki Mijoz tomonidan o'tkazma uchun arizada ko'rsatilgan konvertatsiya qilingan valyutada

1.5. Acceptance of the public offer - full and unconditional acceptance of the offer by Client taking the actions specified in clause 1.7 of this public offer.

1.6. Remote service applications (hereinafter referred to as RSA) are software packages of Bank that allow Client to generate and transmit to Bank instructions for conversion and payment.

1.7. Clause on joining to public offer - a written clause in the conversion application (Appendix No. 1), the application for purchase of foreign currency (Appendix No. 2) or in the transfer application in a foreign currency (Appendix No. 3<sup>1</sup>) providing for Client's unambiguous and automatic consent to join the public offer and acceptance of its conditions. Client having signed applications or authorizing these documents through RSA, automatically accepts the terms of the public offer.

1.8. Service - rendering conversion service by Bank.

1.9. Conversion - an operation on:

- the sale of foreign currency and the purchase of national currency by Client,
- the sale of national currency and the purchase of foreign currency by Client,
- the purchase and the sale of foreign currency of one type for foreign currency of another type by Client.

1.10. Conversion application - a document providing for Client's instruction to Bank for:

- sale of foreign currency and further crediting to Client's account in national currency,
- sale of foreign currency of one type and further crediting to Client's account in foreign currency of another type specified by Client in the conversion application.

1.11. Application for purchase of foreign currency – a document providing for Client's instruction to Bank for sale of national currency and purchase of foreign currency and further crediting to a special account of Client in foreign currency.

1.12. Transfer application – a document providing Client's instruction to Bank to transfer foreign currency funds by debiting Client's funds in a foreign currency in which Client has an account with the Bank and further payment in the same

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<sup>1</sup> Bankda konvertatsiya qilinadigan valyutada valyuta hisobvarag'i bo'lmagan taqdirda foydalaniladi. Konvertatsiya qilingan mablag'lar avtomatik ravishda Mijozning to'lov topshirig'ida ko'rsatilgan benefitsiarning hisobraqamiga o'tkaziladi / It is used if there is no foreign currency account in being converted currency with the Bank. Converted funds are automatically transferred to the account of the beneficiary specified in Client's payment order

to'lovni amalga oshirish orqali chet el valyutasidagi mablag'larni o'tkazish to'g'risida Bankka ko'rsatma beradigan hujjat.

## **2. BANK TOMONIDAN KO'RSATILADIGAN XIZMATLARNING UMUMIY SHARTLARI**

2.1. Ushbu ommaviy oferta konvertatsiya amaliyotlarida Bank va Mijoz o'rtasidagi o'zaro munosabatlarning tartib va shartlarini belgilaydi.

2.2. Xizmat konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma va/yoki o'tkazma uchun arizani imzolash va taqdim etish orqali ushbu ommaviy ofertani qabul qilgan Bank Mijozlariga ko'rsatiladi. Buyurtma/ arizani imzolash yoki MXD orqali ushbu buyurtma/arizani tasdiqlash orqali Mijoz zaruriyat bo'lganda Bank xizmatlaridan foydalanish huquqiga ega.

2.3. Mijozga ko'rsatiladigan xizmat faqat konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma va/yoki o'tkazma bo'yicha arizani bajarish bilan cheklanadi. Bank ushbu ommaviy oferta doirasida chet el valyutasini sotib olish / sotish yoki boshqa operatsiyalarning mohiyati yoki maqsadga muvofiqligi to'g'risida tavsiyalar bermaydi.

2.4. Konvertatsiya qilish uchun valyuta miqdori va turi Mijoz tomonidan ushbu ommaviy ofertaning ajralmas qismi bo'lgan va Shartnomaga xos bo'lgan barcha huquq va majburiyatlari bilan Shartnoma kuchiga ega bo'lgan alohida konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma yoki o'tkazma uchun ariza asosida belgilanadi.

2.5. Ushbu ommaviy oferta doirasida konvertatsiya ommaviy ofertaning amal qilish muddati davomida takroriy ravishda amalga oshirilishi mumkin.

2.6. Ushbu ommaviy oferta doirasida konvertatsiya mazkur ommaviy oferta, konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma, o'tkazma uchun ariza va amaldagi qonun hujjatlarida nazarda tutilgan boshqa zarur hujjatlar asosida amalga oshiriladi.

## **3. CHET EL VALYUTASINI MILLIY VALYUTAGA KONVERTATSIYA QILISH TARTIBI**

3.1. Mijoz (jismoniy shaxslar mustasno<sup>2</sup>) chet el valyutasini bitim paytida Bank tomonidan belgilangan valyuta kursi bo'yicha sotadi.

3.2. Mijoz, buyurtma taqdim etishidan oldin, sotish uchun etarli miqdordagi chet el valyutasini Bankdagi o'z hisobvarag'iga o'tkazadi va zaxiralaydi.

currency or in converted currency specified by Client in the transfer application.

## **2. GENERAL TERMS FOR RENDERING SERVICES BY BANK**

2.1. This public offer determines the procedure and conditions for interaction between Bank and Client when performing conversion.

2.2. The service is provided to Bank's Clients who have accepted this public offer by signing and submitting a conversion application, an application for purchase of foreign currency and/or a transfer application to Bank. By signing the application or authorizing the application through RSA, Client has the right to use Bank's service as necessary.

2.3. Service provided to Client is limited solely to the execution of a conversion application, an application for purchase of foreign currency a transfer application. Bank does not provide recommendations or advice in essence or expediency of buying / selling or other operations with foreign currency within the framework of this public offer.

2.4. The amount and type of currency for conversion is determined by Client based on a separate conversion application, an application for purchase of foreign currency or a transfer application, which are an integral part of this public offer and have the force of an Agreement with all the ensuing rights and obligations inherent in the Agreement.

2.5. Conversion under this public offer can be carried out repeatedly during the validity period of the public offer.

2.6. Conversion under this public offer is carried out on the basis of this public offer, conversion application, application for purchase of foreign currency, transfer application and other necessary documents provided for by applicable law.

## **3. PROCEDURE ON CONVERSION OF FOREIGN CURRENCY INTO NATIONAL CURRENCY**

3.1. Client (other than individuals) sells foreign currency at the exchange rate set by Bank at the time of the transaction.

3.2. Client transfers and reserves on its account with the Bank foreign currency funds in the amount sufficient for the sale, before submitting the application.

3.3. Mijoz sotib olingan mablag'larni kirim qilish uchun Bankda milliy valyutada talab qilib olinguncha depozit hisobvarag'iga ega bo'lishi lozim.

3.4. Mijoz ushbu ommaviy ofertaning 1-ilovasiga muvofiq Bankka buyurtma taqdim etadi.

3.5. Mijoz buyurtmada chet el valyutasini sotishga rozi bo'lgan minimal valyuta kursini ko'rsatadi.

Shu bilan birga, agar sotish kunida Bank belgilagan valyuta kursi buyurtmada ko'rsatilgan minimal valyuta kursiga teng / yuqori bo'lsa buyurtma qondiriladi. Bunda chet el valyutasini sotish Bank tomonidan belgilangan valyuta kursi bo'yicha amalga oshiriladi.

Bankning valyuta kursi buyurtmada ko'rsatilgan minimal valyuta kursiga teng / yuqori bo'lmaguncha buyurtma qondirilmaydi.

3.6. Bank buyurtma berilgan kundan keyingi 2 (ikki) bank ish kuni ichida buyurtmani ijro etadi va barcha hisob-kitoblarni amalga oshiradi.

3.7. Mijoz Bankni Bankka taqdim etilgan buyurtmani bekor qilish to'g'risida Bank buyurtmani ijro etishni boshlashidan oldin xabardor etadi.

#### **4. MILLIY VALYUTANI CHET EL VALYUTASIGA KONVERTATSIYA QILISH TARTIBI**

4.1. Mijoz (jismoniy shaxslar mustasno<sup>3</sup>) chet el valyutasini bitim paytida Bank tomonidan belgilangan valyuta kursi bo'yicha sotib oladi.

4.2. Valyuta turi, miqdori va maksimal valyuta kursi, sotib olingan valyutadan foydalanish maqsadi hamda valyuta operatsiyasini asoslovchi hujjatlar buyurtmada (2-ilova) ko'rsatiladi.

4.3. Chet el valyutasini sotib olish bo'yicha operatsiyalar Mijoz tomonidan qog'oz shaklida yoki MXD orqali yuborilgan buyurtmalari asosida Mijoz tomonidan maqsadli foydalanilishi uchun amalga oshiriladi.

4.4. Chet el valyutasini sotib olishda Bank ushbu operatsiyalarning qonuniyligini tasdiqlovchi qo'shimcha hujjatlarni talab qilishga haqlidir.

4.5. Chet el valyutasidagi maxsus hisobvaraqlarga kiritilgan mablag'lar qat'iy chet el valyutasini

3.3. Client is obliged to have a demand deposit account with the Bank in the national currency for crediting the purchased funds.

3.4. Client submits to Bank an application in the form according to Appendix No. 1 to this public offer.

3.5. Client indicates in the application the minimum exchange rate at which Client agrees to sell foreign currency.

At the same time, the application will be satisfied if Bank's exchange rate at the time of execution of the application is equal to / higher than the minimum exchange rate specified in the application. In this case, the sale of foreign currency is carried out at Bank's exchange rate.

The application will remain unsatisfied until Bank's exchange rate is equal / higher than the minimum exchange rate specified in the application.

3.6. Bank executes the application and carries out all settlements with Client no later than 2 (two) banking business days after the date of the application.

3.7. Client notifies Bank on the revocation of the application submitted to Bank before Bank starts the process of execution of the application.

#### **4. PROCEDURE ON CONVERSION OF NATIONAL CURRENCY INTO FOREIGN CURRENCY**

4.1. Client (other than individuals<sup>2</sup>) buys foreign currency at the exchange rate set by Bank at the time of the transaction.

4.2. Currency, amount and maximum exchange rate, the purpose of using the purchased currency as well as the documents justifying the currency operation, are indicated in the application (Appendix No. 2).

4.3. Transactions on the purchase of foreign currency are carried out for their purposeful use by Client on the basis of Client's applications submitted in paper form or via RSA.

4.4. When purchasing foreign currency Bank has the right to require additional documents confirming the validity of these transactions.

4.5. Funds credited to special foreign currency accounts are used strictly for the purposes specified in the application for purchase of foreign currency.

<sup>2</sup> Jismoniy shaxslarning chet el valyutasini milliy valyutaga sotib olish bo'yicha operatsiyalari ushbu ommaviy oferta bilan tartibga solinmagan / Transactions of individuals on the purchase of foreign currency for national currency are not regulated by this public offer

sotib olish uchun buyurtmada ko'rsatilgan maqsadlar uchun foydalaniladi.

**4.6. Ushbu ommaviy ofertaning 4-bo'limiga muvofiq chet el valyutasini sotib olishda:**

4.6.1 Mijoz sotib olingan chet el valyutasidagi mablag'larni kirim qilish uchun chet el valyutasida maxsus hisobvaraqlar (balans hisobraqami - 22614) ochishi lozim.

4.6.2. Mijoz milliy valyutada maxsus hisobvaraqlar (balans hisobraqami - 22613) ochishi va ushbu hisobvaraqlar orqali Bank tomonidan ijobiy xulosalar qabul qilingan buyurtmalar bo'yicha barcha hisob-kitoblarni keyingi bank ish kunidan kechiktirmagan holda amalga oshirishi lozim.

Agar hisob-kitoblar belgilangan muddatda amalga oshirilmasa, transaksiya bekor qilingan hisoblanadi. Shu bilan birga, Mijoz tomonidan sotib olingan mablag'lar Bankka qayta sotish bitimi paytida Bank tomonidan belgilangan valyuta kursi bo'yicha qayta sotiladi.

4.6.3. Mijoz chet el valyutasini sotib olayotganda Bankka buyurtmani taqdim etishi, zarurat bo'lganda, valyuta sotib olish asosini tasdiqlovchi hujjatlar nusxalarini topshirishi lozim. Taqdim etilgan hujjatlar amaldagi qonunchilik va ushbu ommaviy oferta talablariga to'g'ri kelmagan taqdirda, Bank Mijoz buyurtmasini ijro etishni rad etishga haqli.

O'zgartirishlar haqida ma'lumot: Boshqaruvining 07.03.2024 yildagi IMB/LGD/HO/24/18-sonli Bayonnomasiga binoan Ommaviy Ofertaning 4.6.4-bandi yangi tahrirda taqdim etilgan (o'zgartirishlar 25.03.2024 dan kuchga kiradi).

4.6.4. Mijoz sotib olingan (shu jumladan foydalanilmagan yoki qaytarilgan) valyuta mablag'larini maxsus valyuta hisobvarag'iga kirim qilingan paytdan boshlab Buyurtmada ko'rsatilgan maqsadlar uchun 7 (yetti) bank ish kuni ichida ishlatishi lozim.

O'zgartirishlar haqida ma'lumot: Boshqaruvining 07.03.2024 yildagi IMB/LGD/HO/24/18-sonli Bayonnomasiga binoan Ommaviy Ofertaning 4.6.5-bandi yangi tahrirda taqdim etilgan (o'zgartirishlar 25.03.2024 dan kuchga kiradi).

4.6.5. Mijoz 4.6.4. dagi muddat tugaganidan so'ng keyingi bank ish kunidan kechiktirmagan xolda maxsus valyuta hisobvarag'iga kirim qilingan valyuta mablag'larini bankka qayta sotishi shart.

4.6.6. Ushbu ommaviy ofertaga qo'shilish orqali Mijoz Bankka o'zining har qanday hisobvarag'idan, buyurtmada ko'rsatilgan chet el valyutasiga ekvivalent miqdordagi mablag'ni

**4.6. When buying foreign currency in accordance with section 4 of this public offer:**

4.6.1 Client is obliged to open a special foreign currency account (balance account - 22614) to which the purchased foreign currency is credited.

4.6.2. Client is obliged to open a special national currency account (balance account - 22613) and through this account, no later than next banking business day, to carry out all settlements with Bank on applications, on which Bank has adopted positive conclusions.

The transaction is considered canceled if the settlements were not completed within the specified time. At the same time, the sell back of funds purchased by Client is carried out at the exchange rate set by Bank at the time of the sell back transaction.

4.6.3. When purchasing foreign currency, Client is obliged to submit to Bank an application, if necessary, copies of documents confirming the basis for buying foreign currency. In this case, in the event that the submitted documents do not comply with the requirements of the current legislation and this public offer, Bank has the right to refuse to execute Client's application.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/24/18 dated 07.03.2024, clause 4.6.4 of the Public Offer was set out in the new wording (the amendment shall come into force from 25.03.2024).

4.6.4. Client is obliged to use the purchased (including unused and returned) foreign currency funds for the purposes specified in the application within 7 (seven) banking business days from the moment the funds are credited to the special foreign currency account.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/24/18 dated 07.03.2024, clause 4.6.5 of the Public Offer was set out in new wording (the amendment shall come into force from 25.03.2024).

4.6.5 Client is obliged to sell foreign currency funds credited to the special foreign currency account back to the Bank no later than a next banking day after the period in 4.6.4 expires.

4.6.6. By joining this public offer, Client gives his unconditional and irrevocable consent to Bank to write off, without acceptance, from any of its accounts the amount equivalent to the purchased foreign currency specified in the application.

akseptsiz undirilishiga soʻzsiz va qaytarib olinmaydigan roziligini bildiradi.

4.6.7. Agar Mijoz 4.6.2-bandning birinchi xatboshisi shartlarini bajarmasa, Mijoz Bankka oʻzining har qanday hisobvaragʻidan Bank koʻrishi mumkin boʻlgan zararlarning akseptsiz undirilishiga soʻzsiz va qaytarib olinmaydigan roziligini bildiradi (shu jumladan, lekin sotib olish va sotish valyuta kurslari oʻrtasidagi salbiy farq bilan cheklanmagan holda).

4.6.8. Mijoz quyidagi shartlardan biri sodir boʻlgan taqdirda, buyurtmani bekor qilishi lozim:

- buyurtmada sotib olish maqsadlari oʻzgarganda;
- vakolatli organlarning qarorlariga binoan hisobvara xatlanganda.

Bank bilan oʻzaro hisob-kitoblarni amalga oshirish uchun mablagʻlar oʻz vaqtida taqdim etilmagan taqdirda, Bank buyurtmani mustaqil ravishda bekor qilishga haqli. Yuqorida keltirilgan holatlar yuz berganda va Mijoz Bankka xabar bermagan taqdirda, Bank buyurtmani akseptsiz mustaqil ravishda bekor qilishga va valyuta mablagʻlarini qaytarib sotishga haqli.

#### **4.7. Ushbu ommaviy ofertaning 4-boʻlimiga muvofiq chet el valyutasini sotib olishda:**

4.7.1. Bank Mijozning taqdim etgan buyurtmasini hujjatlar qabul qilingan kundan keyingi bank ish kunidan kechiktirmagan holda koʻrib chiqishi lozim.

4.7.2. Amaldagi qonunchilikning oʻrnatilgan talablariga mos kelmasligi sababli buyurtmani ijro etish imkonsiz boʻlsa, Bank bu haqda Mijozga yozma ravishda xabar berishi lozim.

4.7.3. Bank chet el valyutasini sotib olish boʻyicha ijobiy qaror qabul qilingan buyurtmalarni ijro etishi va keyingi bank ish kunidan kechiktirmagan holda barcha hisob-kitoblarni amalga oshirishi lozim.

Oʻzgartirishlar haqida maʼlumot: Boshqaruvining 07.03.2024 yildagi IMB/LGD/HO/24/18-sonli Bayonnomasiga binoan Ommaviy Ofertaning 4.7.4-bandi chiqarib tashlangan (oʻzgartirishlar 25.03.2024 dan kuchga kiradi).

Oʻzgartirishlar haqida maʼlumot: Boshqaruvining 07.03.2024 yildagi IMB/LGD/HO/24/18-sonli Bayonnomasiga binoan Ommaviy Ofertaning 4.7.5, 4.7.6 va 4.7.7-bandlari 4.7.4, 4.7.5 va 4.7.6-bandlari deb hisoblanib, yangi tahrirda taqdim etilgan (oʻzgartirishlar 25.03.2024 dan kuchga kiradi).

4.7.4. Mijoz tomonidan sotib olingan (shu jumladan foydalanilmagan yoki qaytarilgan) chet

4.6.7. If Client does not fulfill the conditions of the first paragraph of clause 4.6.2. of the public offer Client hereby gives its unconditional and irrevocable consent to Bank to write off possible Bank losses from any of its accounts without acceptance (including but not limited to negative difference between buying exchange rate and selling exchange rate).

4.6.8. Client is obliged to cancel the application if any of the following conditions occur:

- changes in the purpose of the purchase in the application;
- when blocking the account according to the decisions of the authorized bodies.

In case of untimely provision of funds for mutual settlements with Bank, Bank has the right to independently cancel the application. In the event of the above cases and Client's failure to inform Bank, Bank has the right to independently cancel the application without acceptance, and sell back foreign currency funds.

#### **4.7. When buying foreign currency in accordance with section 4 of this public offer:**

4.7.1. Bank is obliged to consider Client's submitted application no later than the next banking business day after the day of submission of the conversion application.

4.7.2. If it is impossible to execute the application due to non-compliance with the established requirements of the current legislation, Bank has to inform Client about it in writing.

4.7.3. Bank is obliged to execute the applications and no later than next banking business day to carry out all settlements with Client on applications, on which Bank has adopted positive conclusion.

Information on changes: in accordance with the Management Board Protocol #IMB/LGD/HO/24/18 dated 07.03.2024, clause #4.7.4 of the Public Offer has been excluded (Changes took effect from 25.03.2024).

Information on changes: in accordance with the Management Board Protocol #IMB/LGD/HO/24/18 dated 07.03.2024, clauses #4.7.5, 4.7.6 and 4.7.7 are to be considered as clauses #4.7.4, 4.7.5 and 4.7.6 of the Public Offer and were set out in the new wording (the amendment shall come into force from 25.03.2024).

4.7.4 Bank sells back foreign currency purchased (including unused and returned) by Client without

el valyutasi Mijozning maxsus valyuta hisobvarag'iga kirim qilingan kundan boshlab 7 (yetti) bank ish kuni mobaynida Mijoz tomonidan ishlatilmagan taqdirda, Bank chet el valyutasidagi mablag'larni akseptsiz sotish amaliyotini amalga oshiradi. Sotuv ushbu muddat tugagandan keyingi bank ish kundan kechiktirmagan holda amalga oshirilishi lozim.

4.7.5. Mijozning yozma murojaatiga binoan konvertatsiya buyurtmasi bekor qilingan taqdirda, Bank 4.6.7-bandga muvoviq choralar ko'radi.

4.7.6. Mijozning mablag'lari sotib olingan chet el valyutasi uchun to'lovni amalga oshirishda yetarli bo'lmagan taqdirda, Bank Mijozning har qanday hisobvarag'idan sotib olingan chet el valyutasiga ekvivalent bo'lgan miqdorni akseptsiz undirish huquqini o'zida saqlab qoladi.

## **5. BIR TURDAGI CHET EL VALYUTASINI BOSHQA TURDAGI CHET EL VALYUTASIGA KONVERTATSIYA QILISH TARTIBI**

5.1. Konvertatsiyani amalga oshirish uchun Mijoz Bankka konvertatsiya uchun buyurtma (1-ilova) yoki chet el valyutasida o'tkazma uchun ariza (3-ilova) taqdim etadi.

5.2. Konvertatsiya Bank konvertatsiya qilish imkoniyatiga ega bo'lgan erkin konvertatsiya qilinadigan chet el valyutalarida amalga oshiriladi.

5.3. Konvertatsiya uchun buyurtma yoki o'tkazma uchun ariza Bank tomonidan qabul qilingan kundan keying kundan boshlab, agar buyurtma/ariza ijro etiladigan kun bitimda qatnashadigan valyutalar mamlakatlarida rasmiy ta'til kuni bo'lmasa, 2 (ikki) bank ish kuni ichida Bank tomonidan ijro etiladi.

5.4. Konvertatsiya Mijozning konvertatsiya uchun buyurtmasi yoki o'tkazma uchun arizasi asosida Bank marjasini o'z ichiga olgan Bank valyuta kursi bo'yicha amalga oshiriladi.

5.5. Konvertatsiya amalga oshirilayotganda va konvertatsiya uchun buyurtma yoki o'tkazma uchun ariza ijro etilgunga qadar, Mijoz konvertatsiya qilish uchun o'zining Bankdagi hisobvarag'ini yetarlicha chet el valyutasidagi mablag'lar bilan ta'minlashi lozim.

5.6. Bankning xizmat uchun marjasi Bank tariflari bilan belgilanadi.

5.7. Bank xizmatlari uchun to'lov Mijoz hisobvarag'i yoki hisobvaraqlaridan kontrvalyutaning (sotilgan valyutaning) kerakli miqdorini Bank tomonidan akseptsiz chiqim qilish yo'li bilan amalga oshiriladi.

acceptance in case of non-use of the purchased (including unused and returned) foreign currency by Client within 7 (seven) banking business days from the moment it is credited to the special foreign currency account of Client. The sale must be carried out no later than the next banking business day after the end of this period.

4.7.5. In case of cancellation of the conversion application based on Client's written request, Bank takes measures in accordance with clause 4.6.7.

4.7.6. If Client's funds are insufficient to pay for the purchased foreign currency, Bank reserves the right to debit, without acceptance, from any Client's accounts the amount equivalent to the purchased foreign currency specified in the application.

## **5. PROCEDURE ON CONVERSION OF FOREIGN CURRENCY OF ONE TYPE INTO FOREIGN CURRENCY OF ANOTHER TYPE**

5.1. For conversion Client submits to Bank a respective conversion application (Appendix No. 1) or a transfer application in a foreign currency (Appendix No. 3).

5.2. Conversion is carried out in freely convertible foreign currencies, for which Bank has capability to conduct conversion.

5.3. The conversion application or the transfer application is executed by Bank within 2 (two) banking business days after the date of acceptance by the Bank, taking into account that the day of execution of the application is not a public holiday in the countries of currencies that participate in the transaction.

5.4. The conversion is carried out according to the conversion application or the transfer application of Client at Bank's exchange rate which includes Bank's margin.

5.5. When carrying out the conversion and up to executing the conversion application or the transfer application by Bank, Client must ensure on its accounts with Bank the availability of foreign currency for the conversion.

5.6. Bank's margin for the service is set by Bank's tariffs.

5.7. Payment for Bank services is carried out via debiting by Bank the required amount of the counter currency (sold currency) from Client's account (s) without acceptance.

5.8. Konvertatsiya uchun buyurtma yoki o'tkazma uchun arizani imzolash yoki ushbu buyurtma/arizalarni MXD da avtorizatsiya qilish yo'li bilan, Mijoz Bankka Bankning tasdiqlangan tariflariga muvofiq, Mijozning qo'shimcha roziligisiz, Mijozning Bankda ochilgan hisobvaraqlaridan, konvertatsiyani amalga oshirish uchun kerakli mablag' miqdorini yechib olish huquqini beradi.

## **6. TOMONLARNING HUQUQ VA MAJBURIYATLARI**

6.1. Mijoz tomonidan buyurtma/ariza noto'g'ri to'ldirilgan taqdirda, Bank konvertatsiyani amalga oshirishni rad etish huquqini o'zida saqlab qoladi.

6.2. Buyurtma/ariza matnidagi Mijoz aybiga ko'ra xatolar va noto'g'ri nashrlar uchun Bank javobgar emas. Mijoz buyurtma/arizada ko'rsatilgan ma'lumotlarning to'g'riligi uchun javobgar hisoblanadi.

6.3. Bank transaksiya boshqa ishtirokchilarining bevaqt va / yoki nomuvofiq xatti-harakatlari uchun, shuningdek, transaksiya O'zbekiston Respublikasi qonunchiligiga muvofiq amalga oshirilmaganligi uchun javobgar emas.

6.4. Bank ushbu ommaviy ofertada ko'zda tutilgan majburiyatlarni o'z vaqtida va to'liq bajarilishini o'z zimmasiga oladi.

6.5. Bank Mijoz tomonidan amalga oshiriladigan operatsiyalar bilan bog'liq masalalar bo'yicha kerakli tushuntirishlar, hujjatlar va ma'lumotlarni olish huquqiga ega.

6.6. Bank har qanday buyurtma/arizani to'liq yoki qisman bajarilishini rad etish huquqiga ega.

6.7. Bank quyidagi hollarda xizmat ko'rsatishni bir tomonlama ravishda to'xtatib qo'yishga haqlidir:

A) Mijoz tomonidan buyurtma/arizani noto'g'ri to'ldirilganligi;

B) Mijoz tomonidan ushbu ommaviy ofertada ko'zda tutilgan majburiyatlarning nomuvofiq bajarilishi;

C) Bank tomonidan ommaviy oferta shartlariga yoki O'zbekiston Respublikasining amaldagi qonunchiligiga mos kelmaydigan transaksionalarning aniqlanishi;

D) ushbu ommaviy ofertaga kiritilgan qo'shimcha shartlar va o'zgartirishlarning Mijoz tomonidan qabul qilinmasligi;

E) amalga oshirilayotgan transaksionalarda jinoiy faoliyatdan olingan daromadlarni legallashtirish, terrorizmni moliyalashtirish va ommaviy qirg'in qurolini tarqatishni moliyalashtirish bilan bog'liq bo'lishi mumkin bo'lgan shubhaning mavjudligi.

5.8. By signing a conversion application or a transfer application or authorizing these applications in RSA, Client provides Bank with the right, without any additional Client's consent, to debit Client's accounts opened with the Bank for the amount required for the conversion in accordance with the approved Bank's tariffs.

## **6. RIGHTS AND OBLIGATIONS OF PARTIES**

6.1. Bank reserves the right to refuse to execute the conversion in case of incorrect filling of the application by Client.

6.2. Bank hereby is not responsible for errors and misprints arising through the fault of Client in the context of the application. The responsibility for the accuracy of the information specified in the application rests with Client.

6.3. Bank is not responsible for the untimely and / or improper action of other participants in the transaction as well as in case of failure to conclude the transaction in accordance with the legislation of the Republic of Uzbekistan.

6.4. Bank undertakes to timely and to fully fulfill the obligations stipulated in this public offer.

6.5. Bank has the right to receive the necessary explanations, documents and information on issues related to the operations carried out by Client.

6.6. Bank has the right to refuse to execute any application in full or in part.

6.7. Bank has the right to unilaterally suspend the provision of services in the following cases:

A) incorrect filling in of the application by Client;

B) improper performance of obligations by Client provided for in this public offer;

C) detection of transactions by Bank that do not meet the terms of the public offer or the current legislation of the Republic of Uzbekistan;

D) non-acceptance of additional conditions and changes to this public offer by Client;

E) presence of suspicion in ongoing transactions that may relate to money laundering, financing terrorism, spreading weapons of mass destruction.



6.8. Bank tariflarni o'zgartirish, ushbu oferta shartlariga o'zgartirish va qo'shimchalar kiritish huquqiga ega. Shu bilan birga, Bank tarifdagi o'zgartirishlar to'g'risida Mijozni, o'zgartirishlar kuchga kirgunga qadar 10 (o'n) bank ish kunidan kechiktirmay, Bank bo'limlari stendlari va Bankning [www.kdb.uz](http://www.kdb.uz) veb-saytida kiritilayotgan o'zgartirish va qo'shimchalar to'g'risidagi ma'lumotlarni joylashtirish orqali xabardor etadi.

6.9. Agar Mijoz tomonidan 10 kun ichida Bankning tariflarga va ushbu ommaviy oferta shartlariga o'zgartirishlar / qo'shimchalar kiritishiga qarshi e'tirozlar bildirilmasa, ushbu o'zgartirishlar / qo'shimchalar Mijoz tomonidan qabul qilingan hisoblanadi. Agar Mijoz tariflarga va ushbu ommaviy oferta shartlariga kiritilgan o'zgartirishlar / qo'shimchalarga rozi bo'lmasa, bunday o'zgartirishlar / qo'shimchalar kuchga kirgunga qadar Mijoz yozma ravishda xabar berish orqali shartnomani bekor qilishga haqli.

6.10. Mijoz Bank talabiga binoan Mijoz tomonidan amalga oshirilgan operatsiyalar bilan bog'liq masalalar bo'yicha kerakli tushuntirishlar, hujjatlar va ma'lumotlarni taqdim etishi lozim.

6.11. Mijoz ushbu ommaviy ofertada belgilangan tartibda amaldagi Bank tariflariga muvofiq xizmatlar uchun to'lashi lozim, buning uchun sotib olingan valyutani to'lash uchun hisobvaraqda yoki hisobvaraqlarda etarlicha mablag' (kontrvalyutada / sotilgan valyutada / milliy valyutada) saqlashi lozim.

6.12. Mijoz, zaruriyat bo'lganda, konvertatsiya uchun buyurtma yoki o'tkazma uchun arizani Bankka taqdim etgan holda, Bank xizmatlaridan foydalanish huquqiga ega.

## **7. FORS MAJOR XOLATLAR**

7.1. Tomonlar ushbu ommaviy oferta bo'yicha majburiyatlarni fors major holatlar (tabiiy ofatlar, ish tashlashlar, fuqarolik tartibsizliklari, urushlar yoki Tomonlarning nazorati ostida bo'lmagan boshqa holatlar, jumladan, O'zbekiston Respublikasi qonunchiligidagi o'zgarishlar yoki O'zbekiston Respublikasi Markaziy banki tomonidan me'yoriy hujjatlar / yo'riqnomalar nashr etilishi / qabul qilinishi) yuzaga kelishi sababli lozim darajada barajish imkoniyati bo'lmaganligi uchun bajarmaganliklari yoki lozim darajada bajarmaganliklari uchun javobgar hisoblanmaydi.

7.2. Bank quyidagi hollarda javobgar bo'lmaydi:

7.2.1. Banklararo elektron to'lov tizimida nosozliklar yuz berganda;

6.8. Bank has the right to change tariffs, to make amendments and additions to the terms of this offer. At the same time, Bank notifies Client about changes in the tariffs no later than 10 (ten) banking business days before the changes come into force by posting information about the changes and additions being made at the stands in Bank's divisions and on Bank's website [www.kdb.uz](http://www.kdb.uz).

6.9. If objections regarding Bank's amendments / additions to the tariffs and the terms of this public offer are not received from Client within 10 days, these amendments / additions are considered accepted by Client. If Client does not agree with amendments or additions made to the tariffs and the terms of this offer, prior to the entry into force of such amendments / additions Client has the right to terminate the agreement by providing a written notice.

6.10. Client is obliged to provide, at Bank's request, the necessary clarifications, documents and information on issues related to the operations carried out by the Client.

6.11. Client is obliged to pay for Bank's services in accordance with the current Bank's tariffs in the manner prescribed by this public offer, for which purpose, to maintain a sufficient balance of funds (in counter currency/sold currency/national currency) on the account(s) to pay for the purchased currency.

6.12. Client has the right to use Bank's services submitting to Bank, as necessary, a conversion application or a transfer application.

## **7. FORCE MAJEURE**

7.1. Parties are not responsible for non-fulfillment or improper fulfillment of their obligations arising from this public offer, if their proper fulfillment is impossible due to occurrence of force majeure circumstances (natural disasters, strikes, civil unrest, wars or any other circumstances beyond the control of Parties, including due to changes in the legislation of the Republic of Uzbekistan or the publication / adoption of acts / instructions by the Central Bank of the Republic of Uzbekistan).

7.2. Bank is not liable in the following cases:

7.2.1. In case of possible failures in the interbank electronic payment system;

7.2.2. Qonunda belgilangan tartibda Bank yoki Mijozning hisobvaraqlaridagi transaksiyalar hibsga olinganda va / yoki to'xtatib turilganda va / yoki muzlatilganda;

7.2.3. Agar Bank o'zining nazorati ostida bo'lmagan sabablarga ko'ra va fors major holatlar yuzaga kelganda, ommaviy oferta bo'yicha o'z majburiyatlarini bajara olmasa;

7.3. Bank tomonidan nazorat qilinmaydigan holatlar sababli buyurtma/arizalar qondirilmaganligi uchun Bank javobgar hisoblanmaydi.

## 8. MAXFIYLIK

8.1. Tomonlar, ommaviy ofertaga binoan, ushbu ommaviy ofertani tuzish va uni ijro etish natijasida o'zlariga ma'lum bo'lgan maxfiy ma'lumotlarni sir tutish va hech qanday tarzda uchinchi tomonlarga oshkor qilmaslik majburiyatini oladi.

8.2. Tomonning ushbu ommaviy ofertaga qo'shilishidan oldin olgan maxfiy ma'lumotlari, boshqa manbalardan qonuniy yo'llar bilan olingan ma'lumotlar, shuningdek Tomonlarning amaldagi qonunchiligiga muvofiq maxfiy deb tasniflanmagan ma'lumotlar maxfiy ma'lumotlar sifatida tan olinmaydi.

8.3. Agar maxfiy ma'lumotlarni taqdim etishni talab qilish huquqi qonunda nazarda tutilgan vakolatli davlat organining talabiga binoan maxfiy ma'lumotlarni taqdim etish yoki oshkor qilish zaruriyati tug'ilsa, Tomon ushbu ma'lumotlarni taqdim etgan Tomonni yozma yoki og'zaki ravishda xabardor etishi lozim.

8.4. Tomonlar:

8.4.1. maxfiy ma'lumotlarning saqlanishini ularni uchinchi tomonlarning ruxsatsiz olishini cheklagan holda ta'minlashi lozim;

8.4.2. maxfiy ma'lumotlarni to'liq yoki qisman uchinchi tomonlarga berishni cheklashi lozim;

8.4.3. ommaviy axborot vositalarida maxfiy ma'lumotlarni nashr qilmaslik va boshqa biror usul bilan cheklanmagan miqdordagi shaxslarga maxfiy ma'lumotlarning mazmunini oshkor qilmasligi lozim;

8.4.4. maxfiy ma'lumotlarga Tomonlarning faqatgina tegishli vakolatlarga ega shaxslariga ruxsat berishi lozim;

8.4.5. ushbu ommaviy oferta doirasida olingan boshqa Tomonning maxfiy ma'lumotlariga ega bo'lgan shaxslarning hisobini olib borish;

8.4.6. maxfiy ma'lumotlarni himoya qilish bo'yicha Tomonlarning qonunchiligida ko'zda tutilgan boshqa majburiyatlarni bajarish.

7.2.2. Arrest and / or suspension and / or freezing of transactions on the accounts of Bank or Client in the manner prescribed by law;

7.2.3. If Bank is unable to fulfill its obligations under the public offer due to reasons beyond Bank's control and upon the occurrence of force majeure;

7.3. Bank is not responsible for the failure to satisfy the applications due to circumstances beyond Bank's control.

## 8. CONFIDENTIALITY

8.1. Parties undertake, in accordance with the public offer, to keep secret and not disclose in any way to third Parties confidential information that has become known to them as a result of the conclusion and execution of this public offer.

8.2. Confidential information that was received by the Party prior to the acceptance of this public offer, information obtained by lawful methods from other sources, as well as information that cannot be classified as confidential in accordance with the current legislation of Parties is not recognized as confidential.

8.3. If it becomes necessary to provide or disclose confidential information at the request of an authorized state body, to which the right to demand the provision of confidential information is provided by law, the Party is obliged to notify in writing or verbally the other Party that provided this information.

8.4. Parties undertake to:

8.4.1. ensure the storage of confidential information, excluding unauthorized access to it by third Parties;

8.4.2. not to transfer confidential information to third Parties, both in full and in part;

8.4.3. not to publish confidential information in the media and not to disclose the content of confidential information to an unlimited number of persons in any other way;

8.4.4. provide access to confidential information exclusively to duly authorized persons of Parties;

8.4.5. maintain a record of persons who have gained access to the confidential information of the other Party obtained under this public offer;

8.4.6. perform other obligations to protect confidential information provided for by the legislation of Parties.

## 9. BOSHQA SHARTLAR

9.1. Ommaviy oferta konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma yoki o'tkazma uchun ariza imzolangan va Bankka taqdim etilgan paytdan yoki ushbu buyurtma/arizalar MXD da avtorizatsiya qilingan paytdan boshlab kuchga kiradi.

9.2. Ommaviy ofertaning amal qilish muddati cheklanmagan.

9.3. Har safar konvertatsiya uchun buyurtma, chet el valyutasini sotib olish uchun buyurtma yoki o'tkazma uchun ariza Bankka taqdim etilganda yoki buyurtma/arizalar MXD da avtorizatsiya qilinganda, Mijoz ushbu ommaviy ofertaga qo'shiladi.

9.4. Ushbu ommaviy oferta quyidagi hollarda bekor qilinishi mumkin:

- agar Mijoz Bank tariflari va ommaviy oferta shartlariga kiritilgan o'zgartirish va qoshimchalardan bosh tortsa;
- O'zbekiston Respublikasi qonunchiligida belgilangan tartibda.

9.5. Ushbu ommaviy oferta kuchga kirgan sanadan boshlab, Tomonlar o'rtasida konvertatsiya xizmatlarini ko'rsatish bo'yicha avvalgi barcha kelishuvlar va shartnomalar bekor qilingan hisoblanadi.

9.6. Tomonlar o'zaro kelishmovchiliklarni muzokaralar yo'li bilan hal qilish uchun barcha choralarni ko'rishadi. Agar kelishuvga erishilmasa, ushbu ommaviy oferta bo'yicha barcha nizolar Toshkent shahar tumanlararo Iqtisodiy sudida hal qilinadi.

9.7. Biror bir Tomon ushbu ommaviy oferta bo'yicha o'z huquqlari va majburiyatlarini boshqa Tomonning oldindan yozma roziligisiz uchinchi tomonlarga o'tkazish yoki berish huquqiga ega emas.

9.8. Ushbu ommaviy oferta bilan to'g'ridan to'g'ri tartibga solinmagan boshqa barcha holatlarda Tomonlar O'zbekiston Respublikasining amaldagi qonunchiligiga asoslanadi.

9.9. Ommaviy oferta o'zbek va ingliz tillarida tuzilgan. Biror kelishmovchilik yoki nizo yuzaga kelganda, ommaviy ofertaning o'zbek tilidagi matni ustunlik qiladi.

## 10. BANK MANZILI VA REKVIZITLARI

### "KDB Bank O'zbekiston" AJ

Manzil: 100047, Toshkent sh. Buxoro, 3  
MFO 00842 TIN 202167236  
Hisob raqami 19997000400000842011

## 9. OTHER CONDITIONS

9.1. The public offer comes into force from the moment of signing and submitting the conversion application, the application for purchase of foreign currency or the transfer application in a foreign currency to Bank or from the moment of authorization of these applications in RSA.

9.2. The validity period of the public offer is unlimited.

9.3. Each time when submitting a conversion application, the application for purchase of foreign currency or a transfer application to Bank or when authorizing applications in RSA, Client joins this public offer.

9.4. This public offer is subject to termination in the following cases:

- in case of the Client's refusal from the amendments and additions made by Bank to the tariffs and the terms of the offer;
- in the manner prescribed by the legislation of the Republic of Uzbekistan.

9.5. From the date of entry into force of this public offer, all previous agreements and contracts between Parties for rendering conversion services are considered terminated.

9.6. Parties take all measures to resolve the differences between them through negotiations. If an agreement is not reached, all disputes arising from this public offer are resolved in the Interdistrict Economic Court of Tashkent.

9.7. Neither Party has the right to transfer or assign to third Parties its rights and obligations under this public offer without the prior written consent of the other Party.

9.8. In everything else that is not directly regulated in this public offer, Parties are guided by the current legislation of the Republic of Uzbekistan.

9.9. Public offer has been drawn up in Uzbek and English. In the event of any disagreement or dispute, the Uzbek version of the public offer shall prevail.

## 10. LEGAL ADDRESS AND BANK DETAILS

### JSC "KDB Bank Uzbekistan"

Address: 100047, Tashkent, 3 Bukhoro street  
MFO 00842 TIN 202167236  
Acc 19997000400000842011