

**PUBLIC OFFER
AGREEMENT FOR OPENING AND MAINTENANCE
OF DEMAND DEPOSIT ACCOUNT
FOR INDIVIDUALS**

1. General Provisions

- 1.1. This public offer is a proposal of "KDB Bank Uzbekistan" JSC to an individual person to conclude an agreement on opening a demand deposit account in national and/or foreign currency.
- 1.2. In accordance with Article 370 and Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, the Agreement shall be deemed concluded and become effective from the moment an individual applies to the Bank with an application for banking services (further referred to as "Application") and provides necessary documents for opening an account.
- 1.3. An individual who accepts this offer becomes a Client of the Bank - the owner of a demand deposit account, and the Bank and Client jointly - the Parties to this Agreement.

In connection with the above, please read the text of this public offer carefully and be acquainted with the Bank's Tariffs. If you do not agree with any point of the offer, you have the right to refuse to use the services.

2. Definitions

Public offer (Agreement) - the present agreement which is concluded between the Bank and the Client by means of acceptance of the public offer by the Client.

Bank - "KDB Bank Uzbekistan" JSC and all its separate subdivisions.

Client - a resident/non-resident individual person who has accepted the terms and conditions of this Agreement or his representative (authorized person) acting on the basis of a power of attorney executed in accordance with the legislation.

3. Subject of the Agreement

- 3.1 The Bank shall, upon the Client's request, open a demand deposit account (hereinafter referred to as the "Account"), receive and credit the funds to the Account, execute Client's orders for debiting, transferring and disbursing the appropriate amounts of funds from the Account, and perform other operations on the Account on the basis of this Agreement, which is placed on the Bank's web site (www.kdb.uz).

4. Procedure for opening and maintaining an Account

- 4.1 The Bank shall open a demand deposit account based on the following documents:
 - Client's Application;
 - passport or other document verifying the identity of the Client;
 - other documents in accordance with the law.
- 4.2 The list of operations on the Account, types of settlements and services provided by the Bank, shall be determined by legislation.
- 4.3 The Bank shall not accept for execution: unclear instructions; payment documents, which are not filled in or signed by the Client, which do not contain any information prescribed by the current legislation, which contain corrections; instructions to execute operations which violate the current legislation; as well as in other cases prescribed by the current legislation. The Bank shall not be responsible for losses and damages incurred by the Client in connection with refusal to execute such instructions.
- 4.4 Within the framework of this Agreement, the Bank performs the following activities:
 - receives and credits funds received from the Client to the Account in cash and non-cash form;
 - receives and credits funds received to the Account from third parties in non-cash form to the name of the Client;

- makes payments and transfers according to the Client's instructions within the balance in the Account. In case of insufficient funds in the Account, the Bank may return the payment document to the Client. The Bank does not perform partial payment of the Client's payment orders;
 - performs other banking operations and functions in relation to the Account;
- 4.5 Cash operations are performed by the Bank in accordance with the procedure established by the legislation and includes acceptance of cash in the currency of the Account, recounting, storage, crediting and disbursement. The above mentioned transactions are carried out during the operational hours established by the Bank.
- 4.6 In case of availability of accounts in foreign and national currencies, the Bank may convert funds between the Accounts in non-cash form.
- 4.7 Accrual of interest for credit balance on the Account is made in accordance with the Bank's Tariffs.

5. Rights and Obligations of the Bank

The Bank undertakes to:

- 5.1 Open an Account not later than the following business day after the Client submits the documents defined in clause 4.1 of this Agreement;
- 5.2 Provide the Client with necessary information and consulting on banking services and necessary documents confirming the performance of operations;
- 5.3 Credit the funds received into the Account no later than the following business day from the moment of receipt by the Bank;
- 5.4 Disburse cash within the credit balance of the Account upon request of the Client;
- 5.5 Provide information on the Account as well as on the current Tariffs and terms of service at the Client's request;
- 5.6 Ensure safety of information about the Account, about the transactions over the Account and about the Client, constituting the bank secrecy. Such information may be provided only to the Client as well as to third parties in accordance with the legislation;
- 5.7 The Bank guarantees safety and integrity of funds in the Account. Imposing seizure towards funds in the Account or suspension of transactions on the Account may take place only in cases prescribed by legislation.

The Bank has a right to:

- 5.8 Refuse to perform settlement and cash operations if there are facts evidencing that the Client has violated the legislation;
- 5.9 Write off funds from the Account in a non-acceptance and/or undisputed manner:
- when collecting the amounts due to the Bank in accordance with the terms of the Agreement;
 - when collecting the amounts of interest and/or commission accrued;
 - in accordance with other agreements concluded between the Bank and the Client, which provide for the procedure of undisputed writing off of funds from the Account;
 - on the basis of executive documents, as well as in other cases stipulated by the legislation;
- 5.10 In the event that an erroneous entry is found regarding the Account record, Account confirmation, Account statement and/or other information, the Bank has the right to make adjustments by crediting or debiting the Account without prior consent of the Client;
- 5.11 If during a processing of transaction the Client does not have enough funds to cover bank commissions, the Bank reserves the right to refuse to serve the Client;
- 5.12 Make changes and/or additions to the Bank Tariffs and this Agreement subject to prior notification of the Client in accordance with clause 9.11 of this Agreement;
- 5.13 Request from the Client to provide additional documents required for his/her identification, request from the Client additional information on operations performed on the Account in accordance with the requirements of the legislation on anti-money laundering, financing of terrorism and financing of proliferation of weapons of mass destruction;
- 5.14 Unilaterally terminate the Agreement, temporarily suspend or refuse to provide services to the Client in accordance with the Rules of internal control on fighting against legalization of income received from criminal activity, financing terrorism and financing proliferation of weapons of mass

destruction at commercial banks in case of detection of suspicious operations performed by the Client in the process of servicing the Client's accounts with the Bank until the Client provides a written explanation of the legality of the performed operations.

6. Rights and obligations of the Client

The Client undertakes to:

- 6.1 Provide to the Bank the documents required by law in order to open an Account and perform operations on the Account;
- 6.2 To comply with the schedule of work established in the Bank, the procedure of execution and submission of documents, and to comply with the requirements of normative acts regulating banking activities;
- 6.3 In the event that the Client discovers funds credited and/or debited to the Account incorrectly, the Client shall immediately notify the Bank thereof;
- 6.4 Pay for services rendered by the Bank according to the Bank Tariffs. By accepting the terms of this Agreement, the Client gives his consent to undisputed write off of funds from the Account as payment for the Bank commissions;
- 6.5 To ensure the availability of sufficient funds to pay for the Bank commissions;
- 6.6 Upon the Bank's request, the Client undertakes to promptly provide documents and information relating to Account transactions necessary to verify compliance of Account transactions with legal regulations.

The Client is entitled to:

- 6.7 Use the Account for banking operations in accordance with the requirements of the legislation and the terms of this Agreement;
- 6.8 Manage the funds in his/her Account independently;
- 6.9 Deposit funds into Account by means of bank transfer, in cash or in other forms allowed by legislation;
- 6.10 Receive notifications on every operation performed:
 - by using "SMS-informing" service (under condition of enabling of "SMS-informing" service by the Client and provision of the Client's mobile phone number in the Application);
 - by receiving a statement of cash flow on the Account at the Client's request.

7. Procedure of payment for the Bank's services

- 7.1 The Bank shall charge fees for the services provided to the Client related to execution of the Client's instructions (execution of payments) in accordance with the Tariffs approved by the Bank;
- 7.2 The Bank shall charge fees for the services provided by the Bank under this Agreement by means of direct debiting of funds from the Account as far as operations are performed or shall be paid by the Client by depositing cash at the Bank's cash desk.
- 7.3 Bank Tariffs are an integral part of this Agreement and may be changed by the Bank unilaterally, unless otherwise agreed in writing between the Bank and the Client.
- 7.4 In the event of a debt on the Account of the Client who is also an employee of a legal entity (corporate client of the Bank) the Bank shall have the right to debit the account of the legal entity upon request.
- 7.5 The Bank is obliged to include information on charged commissions related to respective service of the Bank in the Account statement.

8. Responsibility of the Parties

- 8.1 The Client shall be fully responsible for the accuracy of the information provided in the documents submitted to the Bank and for the legality of funds placement and transactions in the Account.
- 8.2 The Bank shall be responsible for untimely or incorrect crediting of funds payable to the Client by the Bank in accordance with the legislation.

- 8.3 In other cases, the parties shall be liable in the manner prescribed by legislation.
- 8.4 The Client shall be fully responsible for possible negative consequences of untimely or incomplete written notification of the Bank of circumstances, which are important for execution of this Agreement, as well as of incorrectly credited funds to the Account, changes of information and data previously provided to the Bank and termination of the representative's powers.
- 8.5 The Bank shall be exempt from paying penalties for failure to perform or improper performance of its obligations under this Agreement if the Client submits to the Bank documents that do not comply with the requirements of the legislation, as well as in case of suspension of transactions on the Bank's or the Client's Accounts in accordance with the procedure established by the legislation.
- 8.6 The Bank shall not be responsible for the shortcomings and errors of third parties if the Bank can prove that it has exercised due diligence in fulfilling its obligations under this Agreement.
- 8.7 Parties shall be released from responsibility for failure to perform or improper performance of its obligations under this Agreement, if proper performance was impossible in consequence of force majeure circumstances confirmed by competent authorities and organizations of the Republic of Uzbekistan, which include: military actions, natural and other actions/events officially recognized as such; possible failure of the interbank electronic payment system; acts of state and executive authorities, which make it impossible to perform obligations under this Agreement.

9. Term of Agreement and other conditions

- 9.1 This Agreement shall enter into force upon submission of an Application for Account opening, submission of all necessary documents and shall be valid for an indefinite period of time.
- 9.2 The Client has the right to terminate the Agreement and close the Account at any time on the basis of a written application. All payment obligations of the Client are due and payable as of the date of the application for Agreement termination and closing of the Account. Termination of this Agreement shall be the basis for closing the Account.
- 9.3 This Agreement may be terminated upon request of the Bank subject to compliance with requirements of the current legislation of the Republic of Uzbekistan if the Client has not made any transactions on the account during the last 12 months.
- 9.4 When the Account is closed, the balance of funds in the Account shall be disbursed to the Client, or, upon the Client's instruction, shall be transferred to another Account no later than 5 (five) business days after receiving the corresponding written application from the Client, provided that there is no debt to the Bank.
- 9.5 The Bank provides the Client with a service of sending of SMS-messages by the Bank with information (notifications) on transactions performed on the Account to the mobile telephone number specified by the Client in the Application (hereinafter referred to as "SMS-informing" service).
- 9.6 The Client agrees to the transmission of information via SMS messaging channels, being aware that such transmission channels are not always safe and the Client agrees to bear all risks associated with a possible violation of confidentiality arising from the use of such information transmission channels.
- 9.7 The Bank is obliged to send notification messages about the following operations on the Account through "SMS-informing" service:
- crediting of funds on the Account;
 - debiting of funds from the Account;
 - Account balance.
- 9.8 The Bank shall have the right but not the obligation to send the following information to the Client through "SMS-informing" service:
- receipt of new documents in the name of the Client;
 - general information messages (new services, etc.)
 - personal information messages.
- 9.9 The Client undertakes to keep the SIM card (a mobile telephone number specified by the Client to receive SMS messages from the Bank) inaccessible for other persons and not to transfer it to other persons, including those who have a power of attorney to manage the Account(s). In case of loss of

- SIM-card by the Client, the Client must contact the Bank and provide a written instruction for blocking of "SMS-informing" service or for disabling the "SMS-informing" service.
- 9.10 If the Client refuses to enable the "SMS-informing" service and if the Client refuses to receive statements sent by the Bank, the Client is obliged to receive Account statements on paper when visiting the Bank personally and (or) to generate Account statements by means of "Internet Banking" remote banking service or "MultiPay" mobile application at least once during three calendar months.
- 9.11 If the Bank introduces changes/additions to Bank Tariffs and to this Agreement, the Bank shall notify the Client about it no later than 10 (ten) calendar days before the date of introduction of such changes/additions by any of the following ways without entering into an additional agreement to this Agreement:
- by placing notifications on changes and/or additions to Bank Tariffs and this Agreement on information stands in the Bank's offices;
 - by posting notifications on changes and/or additions to Bank Tariffs and this Agreement on the Bank's web page at www.kdb.uz;
 - by posting notifications on changes and/or additions to Bank Tariffs and this Agreement in "Internet Banking" system ("News" section) or by means of "MultiPay" service;
 - by other means, at the discretion of the Bank.
- 9.12 If the Bank does not receive objections from the Client regarding the changes/additions made to Bank Tariffs and this Agreement within 10 calendar days from the date of notification by the Bank, these changes/additions shall be deemed accepted by the Client. If the Client disagrees with changes or additions made to Bank Tariffs and this Agreement, the Client has the right to terminate the Agreement before such changes/additions enter into force in the manner prescribed by this Agreement.
- 9.13 All notifications regarding the Account shall be made in writing in Uzbek or Russian or English.
- 9.14 Notifications made in accordance with clause 9.11 of this Agreement shall be deemed duly received:
- if placed on the Bank's official website (www.kdb.uz) or in the Bank's offices or in the "Internet Banking" system - on the day of placement;
 - if transmitted using the "SMS-informing" service - on the day of transmission.
- 9.15 If the Client changes passport data, address and mobile / landline phone number, he/she shall immediately inform the Bank about it, but in any case not later than 5 (five) calendar days after such change.
- 9.16 Mutual claims on settlements of the Client with other parties shall be considered without participation of the Bank.
- 9.17 The Agreement is drawn up and regulated in accordance with the current legislation of the Republic of Uzbekistan.
- 9.18 All liabilities and obligations of the Bank arising in connection with Account management and performance of banking operations shall be solely assumed by KDB Bank Uzbekistan JSC.
- 9.19 All disputes and disagreements arising in the course of execution of this Agreement shall be resolved, if possible, through negotiations between the Parties. Disputes and disagreements on which the agreement of the Parties was not reached shall be resolved in accordance with the current legislation of the Republic of Uzbekistan.

LEGAL ADDRESS AND BANK DETAILS

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