

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

(Version of the Public Offer as amended and supplemented as of 15.09.2022, approved by the Management Board Protocol #IMG/LGD/HO/22/73 dated 13.09.2022)

**1. General Provisions**

- 1.1. This public offer is an offer of "KDB Bank Uzbekistan" JSC to an individual person to conclude an agreement to open 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 is deemed to be concluded and take effect upon the individual's addressing the Bank with the Application for banking services (further referred to as "Application") signed in person, and upon submission of the documents necessary to open an account and successfully passing the Client's Due Diligence procedure.
- 1.3. An individual who accepts this offer becomes the Client of the Bank – holder of a demand deposit account, and the Bank and the Client together - the Parties to this Agreement.

*Please read the text of this public offer carefully and familiarize yourself with the Bank's Tariffs. If you do not agree with any clause 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.

**Due Diligence** – identification and verification of the Client's identity as well as examining the purpose and nature of financial transactions carried out by the Client including obtaining and recording information on the source of funds in order to verify their compliance with the documents (information) provided to the Bank. The Bank shall carry out the Client's Due Diligence procedure in accordance with: the requirements of the applicable Legislation and internal documents of the Bank, including the Internal Control Rules to combat the legalization of proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction in commercial banks; the sanctions programs adopted by the UN Security Council ("UNSC"), the European Union ("EU"), the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the Financial Services Commission ("FSC"), the Financial Crimes Enforcement Network ("FinCEN") and the U.S. Department of Commerce' Bureau of Industry and Security ("BIS") Joint Alert, as well as the regulatory guidance of the Specially Authorised State Agency of the Republic of Uzbekistan.

**Legislation** – applicable legislation of the Republic of Uzbekistan, including laws, by-laws, regulatory acts of the Central Bank of the Republic of Uzbekistan and other state bodies.

**3. Subject of the Agreement**

- 3.1 The Bank undertakes to open a demand deposit account (hereinafter referred to as the "Account") upon the Client's application, to accept and credit incoming funds to the Account, to execute the Client's instructions for debiting, transferring and withdrawing funds from the Account and to perform other operations on the Account on the basis of this Agreement posted on the website of the Bank ([www.kdb.uz](http://www.kdb.uz)).

#### **4. Procedure for opening and maintaining an Account**

- 4.1 The Bank shall open a demand deposit account on the basis of the following documents:
- Client's Application;
  - passport or other document verifying the identity of the Client;
  - Client's Compliance Questionnaire;
  - other documents, the list of which is determined by the Bank in accordance with the requirements of the Legislation and the Bank's Internal Control (Compliance) Department.
- 4.2 The Bank shall open an Account within 2 (two) banking days only after the Client has successfully passed the Due Diligence procedure.
- 4.3 The types of operations on the Account, types of settlements and services provided by the Bank, shall be determined by the Legislation.
- 4.4 The Bank shall not accept for execution: unclear instructions; payment documents not filled in or not signed by the Client; payment documents not containing the information required by the Legislation; payment documents containing corrections; instructions for transactions that violate the Legislation; as well as in other cases provided for by the Legislation and internal documents of the Bank. The Bank shall not be liable for losses and damages incurred by the Client due to the refusal to execute such instructions.
- 4.5 Under this Agreement, the Bank shall perform the following activities:
- accept and credit funds incoming to the Account from the Client in cash and non-cash form;
  - accept and credit funds incoming to the Account from third parties in the name of the Client in non-cash form;
  - execute payments and transfers in accordance with the Client's instructions within the balance in the Account. The Bank is entitled to reject the payment document in case of insufficient funds in the Account. The Bank does not execute partial payment based on the Client's payment instruction;
  - perform other banking operations and functions with the Account;
- 4.6 Cash operations shall be carried out in accordance with the procedure established by the Legislation and shall include acceptance of cash in the currency of the Account, cash recounting, storage, crediting and withdrawal. The above mentioned cash operations shall be performed during the operating hours established by the Bank.
- 4.7 The Bank may convert funds between the Accounts in non-cash form if there are accounts in foreign and national currencies.
- 4.8 Accrual of interest for credit balance on the Account is carried out in accordance with the established Tariffs of the Bank.

#### **5. Rights and Obligations of the Bank**

##### **The Bank undertakes to:**

- 5.1 Open an Account within 2 (two) banking days after the Client has successfully passed the Due Diligence procedure;
- 5.2 Provide the Client with the necessary information and consulting on banking services and the necessary documents confirming the execution of operations;
- 5.3 Credit the funds incoming to the Account no later than the next banking day after the receipt of funds by the Bank;
- 5.4 Withdraw cash within the credit balance of the Account upon request of the Client;
- 5.5 Provide information on the Account as well as on current Bank Tariffs and terms of service upon the Client's request;
- 5.6 Ensure the safety of information about the Account, transactions on the Account and about the Client that constitute bank secrecy. This information may be provided only to the Client as well as to third parties in accordance with the Legislation;
- 5.7 Guarantee the safety and integrity of funds in the Account. Seizure of funds or suspension of transactions on the Account may take place only in cases stipulated by the Legislation and internal documents of the Bank.

- 5.8 Send notifications on the following Account operations through SMS-informing service (hereinafter “SMS-informing” service):
- crediting of funds;
  - debiting of funds;
  - Account balance.

**The Bank shall be entitled to:**

- 5.9 Refuse to perform settlement and cash transactions if there are facts evidencing a violation of the requirements stipulated by the Legislation and internal documents of the Bank;
- 5.10 Write off funds from the Account in an acceptance-free and/or undisputed manner:
- when charging the funds due to the Bank in accordance with the terms of the Agreement;
  - when charging the interest and/or commission accrued;
  - in accordance with other agreements concluded between the Bank and the Client, which provide for the procedure of indisputable write-off of funds from the Account;
  - on the basis of executive documents, as well as in other cases stipulated by the Legislation;
- 5.11 If an erroneous entry is found in relation to an Account entry, Account confirmation, Account statement and/or other information, the Bank is entitled to make an adjustment by crediting or debiting the Account without the prior consent of the Client;
- 5.12 If the Client does not have enough funds to cover bank fees for processing a transaction, the Bank reserves the right to refuse to provide services to the Client;
- 5.13 Make changes and/or additions to the Bank Tariffs and the terms of this Agreement subject to prior notification of the Client in accordance with clause 9.8 of this Agreement;
- 5.14 Unilaterally determine, set and change the standard limits and restrictions on transactions in accordance with the internal documents of the Bank. If the standard limits and restrictions on transactions are changed, the Bank shall notify the Client on the day of introduction of such changes in any of the following ways:
- by posting a notice on the information boards in the offices of the Bank;
  - by posting an announcement on the official web page of the Bank at: [www.kdb.uz](http://www.kdb.uz);
  - by posting an announcement in the “Internet Banking iDBA” application (“News” section) or in the mobile banking application “KDBUz Mobile”;
  - any other way at the discretion of the Bank.
- 5.15 Request from the Client to provide additional documents (information) necessary to identify parties to a financial transaction, additional information on financial transactions carried out and the source of funds in accordance with the requirements of the Legislation on anti-money laundering, terrorist financing and financing of proliferation of weapons of mass destruction;
- 5.16 Conduct an in-depth Due Diligence on the Client’s financial transaction, including the purpose of the financial transaction, the source of funds, the parties involved in the entire chain of transaction, as well as the beneficiary and the beneficiary bank. The Bank is entitled to unilaterally refuse to execute a financial transaction or suspend a financial transaction if the Client has not provided the information and documents necessary for an in-depth Due Diligence procedure;
- 5.17 In accordance with the Internal Control Rules to combat the legalization of proceeds of crime, terrorist financing and financing of proliferation of weapons of mass destruction in commercial banks, the Bank is entitled to unilaterally terminate the Agreement, temporarily suspend or refuse to provide services to the Client in case of suspicious transactions carried out by the Client until the Client provides a written explanation of the legality of the transactions.
- 5.18 If sanctions are imposed on the Client or financial transactions on the Client's Account or a risk of sanctions arises, the Bank may: request additional information from the Client to examine transactions; limit the volume of transactions; refuse to execute financial transactions that do not comply with the information provided in the Client’s Compliance Questionnaire, as well as to refuse to open an Account and terminate the Agreement with the Client unilaterally.
- 5.19 Repeat the Due Diligence procedure in case of doubts about the reliability of the documents (information) provided by the Client, including the information provided in the Client's Compliance Questionnaire.

- 5.20 Unilaterally close the Account by notifying the Client thereof in writing at least 10 calendar days prior to the date of Account closing in the following cases:
- the Client has not provided the documents or information necessary to comply with the requirements of Due Diligence procedure of the Client and the transactions on the Account;
  - the Client has provided unreliable or invalid documents;
  - there is any information about the Client's involvement in legalization of proceeds of crime, terrorist financing and financing proliferation of weapons of mass destruction received by the Bank in accordance with the Legislation and internal documents of the Bank.

## **6. Rights and obligations of the Client**

### **The Client undertakes to:**

- 6.1 Provide the documents stipulated by the Legislation and internal documents of the Bank for Account opening and execution of financial transactions 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 the requirements of regulatory acts governing banking activities;
- 6.3 Check the data in the documents and the information that the Bank has provided to the Client or made available to the Client and to notify the Bank of any discrepancies if they are found (detected). If the Client has not notified the Bank of the detected discrepancies within 5 banking days, it is deemed that the data contained in the documents and the information provided are approved by the Client;
- 6.4 Pay for the services rendered by the Bank in accordance with the Bank Tariffs. By accepting the terms of this Agreement, the Client agrees for an undisputed debit of funds from the Account as payment for the Bank commissions;
- 6.5 To ensure the availability of funds sufficient for payment of Bank fees;
- 6.6 Upon the request, promptly provide the documents (information) necessary to identify parties to a financial transaction, additional information on financial transactions carried out on the Account and the source of funds, as well as other documents (information) necessary to verify the compliance of the transactions being executed on the Account with the provisions of the Legislation.
- 6.7 Notify the Bank of any changes in contact details, residence address and/or registration address and identity document details within 10 (ten) calendar days at the latest.
- 6.8 Carefully study the information provided by the Bank and periodically get acquainted with the information about the terms of services, changes to the terms of the present Agreement and the Bank Tariffs.
- 6.9 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 having a power of attorney to manage the Account. In case of the SIM-card loss the Client must contact the Bank and provide a written instruction for blocking of "SMS-informing" service or an instruction for disabling the "SMS-informing" service.
- 6.10 Immediately notify the Bank if the mobile phone number changes, including if the mobile phone (SIM card) is lost or transferred to third parties or if unauthorized use of the SIM card is suspected by submitting a written application to the Bank or to the Bank's call-center,.
- 6.11 If the Client refuses to enable the "SMS-informing" service and if the Client refuses to receive statements from the Bank, the Client is obliged to receive Account statements in hard copy on personal visit to the Bank and (or) generate Account statements by means of "Internet Banking iDBA" application or "KDBUZ Mobile" mobile banking application at least once during three calendar months.

### **The Client is entitled to:**

- 6.12 Use the Account for banking operations in accordance with the requirements of the Legislation and the terms of this Agreement;
- 6.13 Deposit funds into the Account by means of bank transfer, in cash or in other forms stipulated by the Legislation;

- 6.14 Receive notification of each performed transaction:
- using the “SMS-informing” service provided that the Client activated the “SMS-informing” service and the Client’s mobile phone number is indicated in the Application;
  - by receiving an Account statement at the request of the Client.

## **7. Procedure of payment for the Bank's services**

- 7.1 The Bank shall charge fees for the services rendered 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 under this Agreement by direct debit from the Account or by depositing cash by the Client to the Bank's cash desk.
- 7.3 The 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 case of debt on the Account of a Client who is an employee of a legal entity (corporate client of the Bank) the Bank shall be entitled to debit the account of the legal entity upon the corresponding request of the legal entity.
- 7.5 The Bank is obliged to include information about charged bank fees 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 as well as for the legality of funds placed 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 liability of the parties arises in the manner prescribed by the Legislation.
- 8.4 The Client shall be responsible for all transactions performed with the use of mobile phone by other persons with or without the Client's knowledge until the Bank receives information from the Client about the change or loss of cell phone number, including the suspicion of unauthorized use of the Client’s mobile phone (SIM-card) by third parties.
- 8.5 The Client shall be fully responsible for possible negative consequences of untimely or incomplete notification to the Bank in writing of the circumstances important for the execution of this Agreement, as well as the funds incorrectly credited to the Account, changes in the information and data previously provided to the Bank and termination of the representative's authority.
- 8.6 The Bank shall be exempt from penalties for a failure to perform or improper performance of its obligations under this Agreement if the Client submits to the Bank the 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.
- 8.7 The Bank shall not be liable for the shortcomings and errors of correspondents, sub-agents and other third parties as well as for non-execution of payment instructions by correspondent banks if the Bank can prove that it has exercised due care in performing its obligations under this Agreement.
- 8.8 The Parties shall be relieved of liability for failure to perform or improper performance of its obligations under this Agreement due to 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 and submission of all required 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 closure 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 Legislation of the Republic of Uzbekistan if the Client has not made any transactions on the account during the last 12 months.
- 9.4 This Agreement may be unilaterally terminated on the initiative of the Bank in other cases stipulated in clauses 5.17, 5.18 and 5.20 of this Agreement.
- 9.5 When closing the Account, the balance of funds on the Account shall be issued to the Client or transferred to another Account upon the Client's instruction not later than 5 (five) banking days after receiving the written application from the Client, provided that the Client does not owe any debt to the Bank.
- 9.6 The Bank provides a service of sending SMS-messages with information (notifications) on transactions executed on the Account to a mobile phone number specified by the Client in the Application.
- 9.7 The Client agrees to the transmission of information via SMS messaging channels being aware that such transmission channels are not always secure and the Client agrees to bear all risks associated with a possible confidentiality breach arising from the use of such information transmission channels.
- 9.8 If the Bank introduces changes/additions to the Bank Tariffs or the terms of this Agreement, the Bank shall notify the Client at least 10 (ten) calendar days before the date of introduction of such changes/additions by any of the following means without entering into an additional Agreement:
- by placing a notification on the information boards in the offices of the Bank;
  - by posting a notification on the webpage of the Bank at [www.kdb.uz](http://www.kdb.uz);
  - by posting a notification in the "Internet Banking iDBA" application ("News" section) or by means of "KDBUz Mobile" mobile banking application of the Bank;
  - by other means, at the discretion of the Bank.
- 9.9 If the Client has not objected to the changes/additions to the Bank Tariffs and this Agreement within 10 calendar days from the date of notification of the Bank, these changes/additions shall be considered to be accepted by the Client. If the Client disagrees with the changes/additions made to the Bank Tariffs and this Agreement, the Client has the right to terminate the Agreement before such changes/additions come into force in accordance with the procedure established by this Agreement.
- 9.10 All notifications regarding the Account shall be made in writing in Uzbek or Russian or English.
- 9.11 Notifications made in accordance with clause 9.8 of this Agreement shall be deemed duly received:
- if placed on the Bank's official website ([www.kdb.uz](http://www.kdb.uz)) or in the Bank's offices or in the "Internet Banking iDBA" application - on the day of placement;
  - if transmitted using the "SMS-informing" service - on the day of transmission.
- 9.12 Mutual claims on settlements of the Client with other parties shall be considered without participation of the Bank.
- 9.13 The Agreement is drawn up and regulated in accordance with the Legislation of the Republic of Uzbekistan.
- 9.14 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.
- 9.15 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 Legislation of the Republic of Uzbekistan.

### **LEGAL ADDRESS AND BANK DETAILS**

"KDB Bank Uzbekistan" JSC

3, Bukhoro Street, Mirobod district, Tashkent, 100047

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