PUBLIC OFFER -

INTERNET BANKING IDBA REMOTE BANKING SERVICING AGREEMENT FOR INDIVIDUAL CLIENTS

(Version of the Public Offer as amended and supplemented as of 23.03.2023 (Management Board Protocol #IMB/LGD/HO/23/27 dated 23.03.2023)

This document published by KDB Bank Uzbekistan JSC (hereinafter – the **Bank**) in the internet on the official website of the Bank www.kdb.uz is a public offer, i.e. an offer of the Bank addressed to individuals who concluded a bank account agreement with the Bank (hereinafter – the **Client**) to conclude Internet Banking iDBA agreement on remote banking servicing in accordance with Articles 364 and 367 of the Civil Code of the Republic of Uzbekistan.

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, the Public offer - Internet Banking iDBA remote banking servicing agreement for individual clients (hereinafter - the **Agreement**) between the Bank and the Client shall be considered concluded upon acceptance by the Client of the terms of the public offer, and the Bank and the Client together shall be considered as the Parties to the Agreement.

The acceptance of this public offer, i.e. the consent of the Client to conclude the present Agreement shall be the fact of submission of duly completed and signed Application for user registration in the Internet Banking iDBA remote banking system (hereinafter - **Application**) in the form established by the Bank.

Submission of the Application also means the Client has read and unconditionally agrees to the terms of the Agreement, Appendices to this Agreement and the Bank Tariffs.

Information on amendments: in accordance with the Management Board Protocol ##IMB/LGD/HO/23/2 dated 06.01.2023, paragraph 5 of the preamble of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

The terms and conditions of the Agreement are drafted and regulated in compliance with the Legislation and the regulations of the Bank.

Certain banking services along with the present Agreement shall be governed by separate agreements, under separate terms prevailing in the event of a dispute.

1. **DEFINITIONS**

Bank – the Head Office and branches of KDB Bank Uzbekistan JSC.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Internet Banking iDBA remote banking servicing Agreement (**Agreement**) – an agreement between the Bank and the Client concluded upon acceptance by the Client of the terms and conditions of this Public offer.

Bank Account Agreement - the agreements regulating the relationships between the Bank and the Client when the Client performs transactions on the account (current account, card account, loan account, deposit account, etc.).

Bank's official website - the Bank's website located on the internet at: www.kdb.uz.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, the definition for "Bank Tariffs" is amended to read as follows (the amendment is effective from 10.01.2023).

Bank Tariffs – fees for banking products and services approved by the Management Board of the Bank and posted on the Official website.

Information on amendments: in accordance with the Management Board Protocol ##IMB/LGD/HO/23/2 dated 06.01.2023, the definition for "Business day" is amended to read as follows (the amendment is effective from 10.01.2023).

Business day – a time-limited part of the Bank's business day during which the Bank carries out banking transactions and executes cash and settlement documents and records accounting information on transactions. The duration of a Business Day may be set in terms of currencies and services provided by the Bank and in terms of channels of interaction between the Bank and the Clients in the course of provision of the services. Information about the duration of the Business Day is communicated to Clients by means of placing it in the Internet Banking system.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Banking day – each day on which the Bank is open for regular banking activities.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Call-Back Contact Details – phone number to perform the Call-Back Authorization procedure (Appendix 2 the Public offer - Internet Banking iDBA remote banking servicing agreement for individual clients).

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Call-Back Authorization – the procedure of additional authorization of an EPD in foreign currency performed by the Bank by means of a phone call to the Client on the Client's phone number.

Client – an individual person (an individual person's representative acting on the basis of a power of attorney) who has concluded a Bank account agreement with the Bank and has accepted the terms of this Agreement.

Compromising (Login, Password) - loss of trust that the used Login or Password ensure the security and confidentiality of information.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Client Due Diligence (hereinafter "Due Diligence" or "Know Your Customer") – a set of measures to obtain information about the Client: identification and verification of the Client and its representatives, study of 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 its compliance with the documents (information) submitted to the Bank. The Bank performs the Client Due Diligence in accordance with the requirements of the Legislation, the regulations of the Bank, the rules of internal control, the regulations of the Specially Designated State Authority of the Republic of Uzbekistan and the sanctions programs adopted by the United Nations Security Council ("UNSC"), the European Union ("EU"), the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), the Financial

Services Commission ("FSC"), the Financial Crimes Enforcement Agency ("FinCEN") and the Bureau of Industry and Security of the U.S. Department of Commerce ("BIS").

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Client's Compliance Questionnaire (Know Your Client (KYC) form) – the information about the Client obtained in the course of the Client Due Diligence process.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Enhanced Due Diligence – a set of measures applied to the Client or an Account transaction that is in the high-risk category, including: collecting and keeping record of additional verified information about the Client available in public sources and databases; obtaining information from the Client about the source of funds or other assets; examining the purposes of planned or executed Account transactions; maintaining ongoing monitoring of the Account transactions in progress.

Electronic Payment Document (hereinafter – the **EPD**) - remote instruction of the Client to execute a transaction on Client's account with the Bank, transmitted to the Bank electronically, created and confirmed by the Client's access credentials (Login/Password/SMS Code/OTP device).

Electronic Document (hereinafter - the **ED**) – information recorded in electronic form, presented in the form of a file or database entry, created and transmitted by means of the System's software in accordance with the established procedure and confirmed by the Client's access credentials (Login/Password/SMS Code/ OTP device).

Internet Banking System or System – a set of technologies for remote banking services and execution of transactions by the Bank by means of software, hardware and telecommunication systems which enable interaction between the Bank and the Client via remote banking solutions.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Legislation – the legislation of the Republic of Uzbekistan applicable to these Terms and Conditions, including laws, by-laws, regulations of the Central Bank of the Republic of Uzbekistan and other state authorities.

Login (User Name) - is set of alphanumeric characters which uniquely identifies the Client in the System. Login is provided by the Bank when registering the Client in the Internet Banking System.

Mobile device - a mobile phone, smartphone, other portable device of similar functionality, which supports the possibility to use a SIM-card with the Client's mobile phone number registered for use in the Internet Banking System.

Mobile phone number - Client's mobile phone number in one of mobile telecommunication operators of the Republic of Uzbekistan specified by the Client in the Application, available in the Bank's database and used to send an SMS Code by SMS.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

OTP (hereinafter – **OTP device**) – a special devise generating One-Time Passwords and ensuring the Client identification and authentication;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, the definition for "Bank Tariffs" is amended to read as follows (the amendment is effective from 10.01.2023).

Official website – official website of the Bank at: https:/kdb.uz.

Password - a set of alphanumeric characters uniquely bound with the Client's Login (User Name) and used to identify the Client in the Internet Banking System.

Payment session - a period of time from the moment the Client logs in to the System using the access credentials until the moment the Client logs out the System.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 1 of the Public offer is supplemented with the following definition (the amendment is effective from 10.01.2023).

Rules of internal control – "Rules of internal control on countering the legalization of proceeds received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction in commercial banks" (approved by the regulator and registered with the Ministry of Justice of the Republic of Uzbekistan), as well as regulations of the Bank governing the organization and implementation of internal control in the Bank.

SMS code - a code sent to the Client in the form of an SMS message to the Client's mobile phone number registered with the Bank to confirm certain transactions and actions in the Internet Banking System.

The definitions used in this Agreement shall be used and interpreted in the meaning of the relevant definitions set out in the Legislation or accepted by established practice.

2. SUBJECT OF AGREEMENT

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 2.1 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 2.1 The Bank shall provide remote banking services to the Client having access to the Internet and respective technical equipment under conditions provided for in this Agreement and the Bank Account Agreement, on the basis of which the Client's account(s) was (are) opened.
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 2.2 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).
- 2.2 Access to the System using Login/Password/ OTP device credentials allows the Client to access the full range of services available in the System. Access to the System using Login/Password/SMS code credentials allows the Client to access a limited range of services available in the System.
- 2.3 The Parties acknowledge that the EPD duly created, authorized by the Client and transmitted to the Bank by means of the System software in accordance with all the information protection procedures provided for in this Agreement shall be legally equivalent to paper based documents.
- 2.4 The Parties acknowledge that the System, the access credentials, ED/EPD authorization methods are sufficient to ensure reliable operation in receiving, transmitting, processing and storing information, to protect against unauthorized access, to confirm authenticity and authorship of ED/EPD as well as to resolve conflicts over them.
- 2.5 The services set out in Appendix 1 hereto may be provided to the Client within the terms of this Agreement.

- 2.6 The range of services, types of transactions, services and functions available in the System as well as possibility for the Client to access them shall be determined by the Bank independently.
- 2.7 The Client is not entitled to request services which are not yet technically implemented by the Bank.

Information on amendments: in accordance with the Management Board Protocol ##IMB/LGD/HO/23/2 dated 06.01.2023, clause 2.8 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

2.8 The terms and procedure of rendering services in the System are determined in this Agreement, in Appendices 1, 2, 3, 4 and 5 hereto being an integral part of this Agreement as well as in the approved Bank Tariffs.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 2 of the Public offer is supplemented with clause 2.9 (the amendment is effective from 10.01.2023).

2.9 The Client shall pay the Bank commission fees for the services provided in accordance with the Bank Tariffs under the terms and conditions provided for in this Agreement and the Bank Account Agreement.

3. CONCLUSION OF THE AGREEMENT

3.1 On the basis Article 369 (2) of the Civil Code of the Republic of Uzbekistan the text of this Agreement constitutes a public offer (an offer to conclude an agreement), the Bank and the Client acknowledge that the conclusion of this Agreement is an acceptance of the public offer by the Client (acceptance of the offer to conclude an agreement).

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 3.2 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 3.2 Acceptance of the public offer shall be made by submitting the Application in the established form (Appendix 4 to this Agreement)
- 3.3 The Client's acceptance of the public offer constitutes the Client's acknowledgement of the terms of this Agreement, the Appendices to this Agreement and the Bank Tariffs.
- 3.4 By accepting this Agreement the Client acknowledges and the Bank agrees that by pressing the relevant confirmation or sending key buttons as well as other similar keys in the System is analogous to the Client's handwritten signature.
- 3.5 The Client may read the text of this Agreement, Appendices to this Agreement and the Bank Tariffs provided by the Bank in any of the following ways:
- by posting the text of this Agreement, Appendices to this Agreement and the Bank Tariffs on the official website of the Bank www.kdb.uz;
- by placing the text of this Agreement, Appendices to this Agreement and the Bank Tariffs in the branches of the Bank, including the Head Office of the Bank at the address: Tashkent city, 3, Bukhara Street;
- by other means determined by the Bank.

4. TERMS OF SERVICE

4.1 The Client shall connect to the Internet Banking System on the basis of the Application (Appendix 3 hereto). Along with the Application, the Client shall provide the Bank with the Client's identity document and other information at the discretion of the Bank.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 4.2 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 4.2 Upon receipt and verification of the Application, the Bank shall provide the Client with a Login (username) and an initial Password on paper. The Client shall be obliged to change the provided initial Password independently upon receipt by performing the appropriate action in the Internet Banking system interface. The Client's Login (username) is not subject to change.
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 4 of the Public offer is supplemented with clause 4.2.1 (the amendment is effective from 10.01.2023).
- 4.2.1 When applying for a user registration in the System with the option of executing EPDs in a foreign currency, the Client shall be obliged to purchase an OTP device. The Client shall pay the Bank the cost of the device in accordance with the Bank Tariffs;
- 4.3 Execution of certain transactions and other operations in the System shall be confirmed by SMS Code generated by the System and sent to the Client's mobile phone number. The range of transactions performed by the Client in the System with the use of SMS Code shall be determined by the Bank independently.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/27 dated 23.03.2023, clause 4.3.1 of the Public Offer is amended to read as follows (the amendment is effective from 23.03.2023).

- 4.3.1 The Client's EPD in foreign currency shall be confirmed by means of the Client's OTP device and SMS code. In case of Call-Back Authorization, the Client's EPD in foreign currency exceeding the set threshold amount of 10,000 (ten thousand) US Dollars or the equivalent in another foreign currency may be executed by the Bank after successful execution of the Call-Back Authorization. The threshold for the amount of an EPD in foreign currency applied for Call-Back Authorization shall be determined by the Bank itself or in accordance with a separately submitted written request from the Client.
- 4.3.2 The Client's EPD in foreign currency shall be executed by the Bank no later than two banking days from the date of their receipt by Bank, provided that the EPD has successfully passed the Due Diligence procedure. Client's EPD in foreign currency shall be executed in accordance with the working hours of the counterparty banks, as well as taking into account the weekends and public holidays established in the country of origin of the foreign.
- 4.4 The Internet Banking System service is rendered to the Client remotely via internet by means of performing operations and actions on the official website of the System ibank.kdb.uz with the use of personal computer and other devices of the Client with similar functions.
- 4.5 The basis for provision of one and/or all services of the Internet Banking System to the Client shall be the corresponding Application for User Registration in the Internet Banking System.
- 4.6 The basis for suspension/termination of the services of the Internet Banking System to the Client shall be the Client's refusal from one and/or all services of Internet Banking System submitted to the Bank in writing.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 4.7of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

4.7 The Parties acknowledge that the Client's EPD sent to the Bank for execution through the Internet Banking System and confirmed by an SMS code or OTP device is analogous to a paper based document/instruction received from the Client and executed in accordance with the requirements of the Legislation as well as signed by the Client in own hand.

- 4.8 The range and forms of ED/EPDs transmitted by the Client shall be placed in the Internet Banking System and may change in line with System and services development.
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 4.9 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).
- 4.9 The Client's EPD shall be executed by the Bank on banking days in accordance with the Range of services and service schedule of the Internet Banking System as set out in Annex 1 hereto, provided that the Client's EPD has successfully passed the Due Diligence procedure.
- 4.10 Information on results of processing and execution or on refusal to process and execute the Client's ED/EPD may be reflected in the status line of the payment document in the Internet Banking System.
- 4.11 An ED/EPD created in the System but not confirmed by the Client may be deleted or rejected by the Client before the ED/EPD is confirmed by the Client.
- 4.12 An EPD shall become irrevocable for the Client at the moment the Client confirms the EPD and final at the moment the funds are debited from the Client's account.
- 4.13 An ED/EPD transmitted via the Internet Banking System shall be processed and executed during the Bank's banking day and in accordance with the Bank's regulatory documents, except for a number of automatic functions available in the System 24 hours a day.
- 4.14 The Bank shall block and / or terminate the Client's access to the System in the following cases:
- closure of the Client's account(s) connected to the service via Internet Banking System;
- 5 (five) consecutive unsuccessful attempts to enter access credentials (Login and Password);
- any technical failure occurring while using the Internet Banking System;
- change of software and preventive maintenance;
- occurrence of dispute arising out of the use of this Agreement;
- other cases stipulated by the Legislation.
- 4.15 During the period of technical problems elimination, the Client may carry out banking transactions by submitting paper-based payment documents to the Bank.
- 4.16 The procedure for submitting/receiving complaints and claims of the Client, the conditions for their consideration and resolution shall be determined in accordance with the Legislation.
- 4.17 Phone number for Client service: +99878 120 80 00.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Bank shall have the right:

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.1 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.1 to unilaterally suspend or refuse the Client to access the Internet Banking System as well as to unilaterally terminate the Agreement in cases and in accordance with the procedure stipulated by the Legislation and the regulations of the Bank, as well as according to the Rules of Internal Control.
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clause 5.1.1 (the amendment is effective from 10.01.2023).
- 5.1.1 to conduct Client Due Diligence on a periodic basis throughout the service period and upon the occurrence of certain events/circumstances. The Bank shall also have the right, at its own discretion, to take Enhanced Due Diligence measures as provided for in the Legislation and the regulations of the Bank.

5.2 to determine and change the forms and terms of service provision in Internet Banking System, the range of transactions, services and functions available in the System, possibility of Client's access to a certain form/function of the System as well as to set/change the general limits on transactions in Internet Banking System.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clauses 5.2.1, 5.2.2, 5.2.3 and 5.2.4 (the amendment is effective from 10.01.2023).

- 5.2.1 In order to protect the Client's funds, to request additional confirmation (Call-Back Authorization) of an EPD if the amount of the EPD exceeds the threshold value set by the Bank as provided for in clause 4.3.1 of this Agreement.
- 5.2.2 If during the Call-Back Authorization the Bank fails to contact the Client at the phone number indicated in the Call-Back Contact Details form (Appendix 2 hereto) or the Bank suspects a fraud attempt with the Client's funds, the Bank shall have the right to suspend/cancel the EPD execution until additional confirmation is received from the Client in the manner prescribed by the Bank.
- 5.2.3 to request the Client to provide Call-Back Contact Details for confirmation by phone (Annex No. 2 hereto) necessary for the Bank to carry out additional Call-Back Authorization of the Client's EPD in foreign currency.
- 5.2.4 to request from the Client to immediately submit reliable documents (information) necessary for the Bank to perform the functions assigned by the Legislation, including the documents and information for Due Diligence procedure, as well as other documents (information) necessary to verify the compliance of the Client's EPD with the Legislation and the Rules of Internal Control. The Bank shall repeatedly conduct the Client Due Diligence if there is any doubt as to the accuracy of the information provided by the Client, including the data provided in the Client's Compliance Questionnaire (KYC form).

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.3 of the Public offer is supplemented with paragraph 4 (the amendment is effective from 10.01.2023).

- 5.3 to refuse to execute transactions via the Internet Banking System in case of:
- incomplete / incorrect indication of details of the transaction to be performed;
- non-conformity of the transaction to time limit;
- non-compliance of the transaction with the Legislation including the Legislation on countering the legalization of proceeds received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction in commercial banks;
- insufficiency of funds on the Client's account(s) for execution of transaction and/or for payment of the Bank's commission for the transaction;
- the Client's failure to provide information and documents requested by the Bank in order to meet and comply with the requirements of the Legislation and regulations of the Bank as well as to conduct the Client Due Diligence;
- in other cases stipulated by the Legislation.
- 5.4 In accordance with the Bank Tariffs and on the basis of the Client's Application, to perform acceptance-free (without the Client's consent) debiting of commission amounts for provision of banking services at the moment of the transaction execution via the Internet Banking System. The Bank shall also be entitled to perform acceptance-free (without the Client's consent) debiting of erroneously credited amounts in cases of detection of the fact of erroneous crediting of funds to the Client's account(s) or in other cases stipulated by the Legislation.
- 5.5 to block the Client's Login and Password in case of suspicion of their compromise as well as in the cases stipulated in Section 4 of Remote Banking Servicing Rules (Appendix 2 to this Agreement).

- 5.6 to suspend the exchange of ED/EPD with the Client in the event of technical failures or other circumstances, including changes in the Legislation which make the exchange of ED/EPD impossible or undesirable from the security point of view.
- 5.7 not to accept for execution any ED/EPD with errors or documents the execution of which contradicts the Legislation.
- 5.8 to exercise other rights stipulated by the Legislation, this Agreement, the Appendices to this Agreement as well as other agreements concluded between the Bank and the Client.
- 5.9 to terminate this Agreement unilaterally if the Client breaches the terms of this Agreement, as well as in cases provided for by the Legislation.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clause 5.9.1 (the amendment is effective from 10.01.2023).

5.9.1 to change the terms and conditions of this Agreement and the Bank Tariffs in terms of the Internet Banking service subject to 10 (ten) calendar days notification of the Client prior to effective date of these changes and additions by placing the information on the Official website, in the Internet Banking System and on information stands in the Bank offices.

The Client shall have the right:

- 5.10 to use the System in the manner and under the terms provided for in this Agreement;
- 5.11 to carry out transactions using the System and use other services of the Bank in accordance with this Agreement and Appendices hereto;
- 5.12 to request the Bank to block the Client's access credentials (Login, Password) if unauthorized access or attempted unauthorized access to the System is detected;
- 5.13 to receive from the Bank a paper confirmation (certified copies) of the execution of payment instructions carried out via the Internet Banking System and account(s) statements for the required period which must be submitted to the state authorities;
- 5.14 to change the Client's Password in the Internet Banking System;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clause 5.14.1 (the amendment is effective from 10.01.2023).

- 5.14.1 On the basis of a separate written request, to change the threshold amount for an EPD in foreign currency set by the Bank in accordance with clause 4.3.1 of this Agreement and applied by the Bank for the Call-Back Authorization;
- 5.15 to exercise other rights in accordance with this Agreement, Appendices to this Agreement as well as other agreements concluded between the Bank and the Client.

The Bank undertakes:

- 5.16 to register the Client in the Internet Banking System in accordance with the Client's Application;
- 5.17 to provide remote banking service to the Client in the System within the scope of services and functions available in accordance with the Client's Application and in accordance with the terms provided for in this Agreement;
- 5.18 to maintain bank secrecy in respect to the Client's account transactions and to provide information on them only in the cases stipulated by the Legislation;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.19 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.19 to suspend transactions on the Client's account(s) if the Client notifies the Bank in writing of the loss of access credentials (Login, Password), the OTP device or unauthorized access by unauthorized persons
- 5.20 to block the Client's account immediately upon the Client's written or verbal request;
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.21 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).
- 5.21 to accept for execution the Client's ED/EPD drawn up in compliance with this Agreement and submitted via the Internet Banking System under the terms and procedure provided for in the Remote banking servicing rules.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clause 5.21.1 (the amendment is effective from 10.01.2023).

- 5.21.1 to inform the Client in case of refusal/impossibility to execute the transaction and/or to process an EPD received from the Client via the Internet Banking System;
- 5.22 to provide technical support to the Client over the phone and advice the Client on the correct use of the Internet Banking System;
- 5.23 to take all measures necessary and sufficient to ensure normal and uninterrupted functioning of the System as well as to ensure proper maintenance of the System;
- 5.24 to fulfill other obligations stipulated by the Legislation, this Agreement, including the Remote Banking Servicing Rules (Appendix 2 to this Agreement) as well as other agreements concluded between the Bank and the Client.

The Client undertakes:

- 5.25 to ensure the Client has software and hardware to enable the Client to access the internet securely; Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/27 dated 23.03.2023, clause 5.25.1 of the Public offer is amended to read as follows (the amendment is effective from XX.XX.2023).
- 5.25.1 Prior to signing the Act of Acceptance of the OTP device the Client undertakes to pay for the OTP device or to ensure the sufficient amount of funds available in his/her bank account in the national currency opened at the Bank to pay for the OTP device in accordance with the Bank Tariffs. The Client hereby agrees that the Bank shall have the right to debit the Client's account for the cost of the OTP device without the Client's instruction;
- 5.26 to comply with the requirements for drawing up an ED/EPD imposed by the Legislation and the Bank's instructions;
- 5.27 to send to the Bank clearly formulated ED/EPD that do not contain any information that could be misinterpreted;
- 5.28 to check the status of ED/EPD execution in the System immediately after authorization of the ED/EPD by the Client. The Client shall notify the Bank of any errors, duplications, discrepancies or omissions related to ED/EPD execution within the same business day;
- 5.29 to verify all other information and data transmitted or communicated through the System within 3 (three) business days of receiving such information and data. Any errors, discrepancies or omissions identified shall be reported by the Client to the Bank within 3 (three) business days after the information or data has been transmitted. If no claims have been received from the Client within 3 (three) days, the information and data shall be deemed to have been confirmed by the Client as correct, accurate and complete;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.30 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.30 to comply with and be guided by the Remote Banking Servicing Rules as set forth in Appendix 3 hereto;
- 5.31 When exchanging ED/EPDs, to apply data processing, storage and protection systems only on a personal computer and other device which is undamaged and checked for absence of computer viruses;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.32 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.32 not to transfer the Client's access credentials (Login, Password) and the OTP device to third parties; Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.33 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).
- 5.33 to ensure confidentiality when using credentials (Login, Password) and the security of the OTP device;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.34 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

5.34 to promptly notify the Bank in the event of detected unauthorized access or attempted unauthorized access to the Internet Banking system as well as of the loss or theft of the Client's access credentials (Login, Password, OTP device);

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.35 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.35 to promptly notify the Bank in writing of all cases of loss of the Client's access credentials and OTP device. In cases of verbal notification (by phone), confirm it in writing within 1 (one) banking day of the verbal notification. In this case the use of the Internet Banking System shall be discontinued and the Client's access to the System shall be blocked from the moment of notification until the Client receives a new access credentials and OTP device OTP from the Bank;
- 5.36 not to use the services provided by the Bank for illegal purposes, not to execute operations/transactions aimed at legalization of proceeds received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 5.37 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 5.37 upon the request of the Bank, to immediately submit reliable documents (information) necessary for the Bank to perform the functions assigned by the Legislation, including the documents and information for Due Diligence, as well as other documents (information) necessary to verify the compliance of transactions with the Legislation and the Rules of Internal Control. The Bank shall repeatedly conduct the Client Due Diligence if there is any doubt as to the accuracy of the information provided by the Client, including the data provided in the Client's Compliance Questionnaire (KYC form).
- 5.38 to comply with the regulations of the Central Bank of the Republic of Uzbekistan;
- 5.39 to follow the User's Manual of the Internet Banking System (the text of the User Manual is available in the System);

5.40 In case of detection of failures in the System, to contact the Bank's helpdesk to eliminate them.

6. LIABILITIES OF THE PARTIES

- 6.1 For non-performance or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with the Legislation.
- 6.2 The Client shall be liable:
- 6.2.1 for compliance with security requirements set out in the Remote Banking Servicing Rules (Appendix 2 to this Agreement) as well as for losses and (or) other consequences arising from non-compliance with the security requirements;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.2.2 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

6.2.2 for ensuring the security and confidentiality of the credentials necessary for the Client's access to the Internet Banking System (Login, Password, OTP device) and the Call-Back Contact Details necessary to perform additional Call-Back Authorisation of the Client's EPD in foreign currency;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.2.3 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 6.2.3 for the losses that may occur as a result of unauthorized use of access credentials (Login, Password, SMS code, OTP device), Call-Back Contact Details necessary for additional Call-Back Authorization of the Client's EPD in foreign currency as well as for non-performance/undue performance of established security and confidentiality requirements as set out in the Remote Banking servicing rules (Appendix № 3 to this Agreement);
- 6.2.4 for the unauthorized access of third parties to the use of the System services as a result of the Client own intent or negligence as well as for all consequences caused by such unauthorized access;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.2.5 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

6.2.5 for consequences of any kind that may arise as a result of any action or initiative taken by the Client or third parties using the Client's access credentials (Login, Password, OTP device) to manage the Client's accounts via the Internet Banking System or using the Call-Back Contact Details required to perform additional Call-Back Authorisation of the Client's EPD in foreign currency with or without the knowledge of the Client;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.2.6 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

6.2.6 for transactions and actions performed on the Client's accounts using the Client's access credentials (Login, Password, OTP device) as well as using the SMS Code sent to the Client's mobile phone number.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 5 of the Public offer is supplemented with clauses 6.2.7 and 6.2.8 (the amendment is effective from 10.01.2023).

6.2.7 for complying with the rules on the use of payment instruments, ED/EPD processing and authorisation procedures in accordance with the Legislation.

6.2.8 for submitting the necessary documents and information, including the timely submission of the documents required by the Bank for the Client Due Diligence procedure and for due performance of the monitoring functions over the foreign trade contracts and the accuracy of the information contained therein in accordance with the Legislation.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 6 of the Public offer is supplemented with clauses 6.3 (the amendment is effective from 10.01.2023).

- 6.3 The Bank shall be liable for the correct recording of transactions on the Client's account(s) and the timely transmission of information via the Internet Banking System.
- 6.4 The Bank shall not be liable:
- 6.4.1 for non-performance or improper performance of the obligations under this Agreement for reasons related to the disruption of the Internet;
- 6.4.2 for the quality of services provided by mobile phone operators, fixed line telephone operators, internet service providers, etc.;
- 6.4.3 for the actions of the owners of personal computers and mobile devices, for the actions of the owners of websites and mobile applications used by the Client, for the actions caused by third-party software used by the Client as well as for any losses and/or other consequences resulting from the failure of the Client to comply with the security requirements set forth in the Remote Banking Servicing Rules (Appendix 2 to this Agreement);

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.4.4 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

6.4.4 for theft, damage or loss of the Client's confidential information, including access credentials (Login, Password, OTP device) as a result of malicious software running on the equipment used by the Client for access to Internet Banking System and for the consequences thereof;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 6.4.5 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 6.4.5 for any losses incurred by the Client as a result of unauthorized access of third parties to the Client's account via Internet Banking System with the use of the Client's access credentials (Login, Password, SMS Code, OTP device) or other Client's information required to access and execute transactions via Internet Banking System and in other cases provided for in this Agreement;
- 6.4.6 for a failure to execute a payment instruction or other instructions sent by the Client via the Internet Banking System occurred through no fault of the Bank, or for irregular, inaccurate, incomplete information/data sent or requested via the System if such failure occurred due to the System's failure, malfunction or shutdown occurred through no fault of the Bank;
- 6.4.7 for failure to execute the Client's instructions sent to the Bank via Internet Banking System in case blocking or seizure of the Client's account(s), as well as in case of suspension of transactions on the Client's account(s) as provided by this Agreement, Bank Account Agreement and/or in accordance with the Legislation;
- 6.4.8 for failure to execute the Client's instructions sent to the Bank via Internet Banking System, the execution of which is contrary to the Legislation or in case of errors in their creation;
- 6.4.9 for any losses and/or other consequences which may arise as a result of the Bank's failure to execute the Client's instructions for the reasons set out in this section of the Agreement.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 6 of the Public offer is supplemented with clauses 6.4.10 (the amendment is effective from 10.01.2023).

- 6.4.10 for non-execution of the Client's EPD in foreign currency resulted from several consecutive unsuccessful attempts by the responsible employees of the Bank to reach the Client by phone numbers specified in the form of Annex 2 to this Agreement in order to perform additional Call-Back Authorisation;
- 6.5 The Bank does not guarantee that the System will be free of errors, malfunctions, operational failures or delays in the execution of the Client's orders and instructions which are beyond the Bank's control. Nor does the Bank guarantee that the System is the latest achievement in modern technology or meets the Client's objectives or expectations.
- 6.6 The Bank's liability to the Client does not include indirect losses incurred by the Client as a result of System failures due to power shortages or other disputes of third parties affecting the functioning of the System, even if the Bank has been advised of the possibility of such losses, unless the Client proves that such losses are incurred as a result of a deliberate error or negligence of the Bank.
- 6.7 The Parties shall be released from liability for non-performance or improper performance of obligations under this Agreement if these were caused by force majeure circumstances. The procedure for regulating the relationship between the parties in the event of force majeure is stipulated in Section 9 of this Agreement.

7. AMENDMENTS AND ADDITIONS

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 7.1 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 7.1 The Client acknowledges and agrees to the right of the Bank to unilaterally amend and supplement this Agreement, its Appendices and the Bank Tariffs on the terms set out in this section of the Agreement with 10 (ten) calendar days' notice to the Client prior to such amendments and supplements taking effect.
- 7.2 The Bank shall notify the Client of the fact of making amendments and additions to this Agreement, to Appendices to this Agreement and to the Bank Tariffs in Uzbek, Russian and English languages with prior notification of the Client 10 (ten) calendar days before the effective date of amendments and additions by posting notification on the Bank's official website, in the premises of the Bank ("Information" board) and in the Internet Banking System ("News" section). Notifications made in accordance with this clause of the Agreement shall be deemed to have been received on the date of their posting.
- 7.3 When notifying the Client of amendments and additions to this Agreement, the Bank may suspend the Client's access to the System until the Client has confirmed that he/she has read the amendments and additions to the terms of the Agreement proposed by the Bank.
- 7.4 If the Client disagrees with the amendments and additions to this Agreement or Appendices to this Agreement, the Client shall notify the Bank thereof in writing prior to effective date of such amendments and additions. The Client's disagreement with the amendments and additions to this Agreement and/or Appendices to this Agreement shall constitute the Client's refusal from this Agreement and entails its termination within 5 (five) days from the date of receiving the Client's written notice (including the ED form) of disagreement with the amendments and additions to this Agreement and/or Appendices to this Agreement.

- 7.5 The absence of the Client's notification specified in clause 7.4 hereof shall mean the Client's consent to the amendments and additions to this Agreement and/or the Appendices hereto and shall be regarded as the Client's acceptance of the Bank's offer to continue this Agreement under the new terms.
- 7.6 If the Bank makes amendments and additions to the Bank Tariffs, such amendments and additions shall apply to this Agreement from the date of their entry into force.

8. SECURITY AND CONFIDENTIALITY

- 8.1 The Client undertakes to ensure sufficient security measures in accordance with the Remote Banking Servicing Rules (Appendix 2 to this Agreement) in order to protect the System from unauthorized access by third parties and shall therefore be liable for all the consequences of failure to comply with this obligation.
- 8.2 The Client guarantees and is responsible for ensuring that only the Client duly named in the Application shall be made aware of the information regarding the System and its use and only the Client shall have access to the System.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 8.3 of the Public offer is amended to read as follows (the amendment is effective from 10.01.2023).

- 8.3 The Client agrees to change the Password in the Internet Banking System periodically as well as to promptly submit to the Bank updated Call-Back Contact Details necessary for the Call-Back Authorisation of the Client's EPD in foreign currency (Annex No. 2 hereto).
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, section 8 of the Public offer is supplemented with clauses 8.3.1 (the amendment is effective from 10.01.2023).
- 8.3.1 The Client realizes and accepts that the Bank may record phone conversations between the Bank and the Client when carrying out additional Call-Back Authorization. The Client agrees that such recordings of phone conversations may be used by the Bank as evidence in the event of a dispute between the Bank and the Client.
- 8.4 The Client shall promptly notify the Bank by phone and confirm to the Bank in writing as soon as possible but no later than within 8 (eight) hours, if the Client has any reason to believe that the System and/or any access credentials (Login, Password) may become available to unauthorized third parties or may be misused.
- 8.5 Until the Bank is able to take appropriate measures, but in any case within 1 (one) hour after notifying the Bank, the Client shall be responsible for any unauthorized use of the System and / or any access credentials (Login, Password). The Client shall take all necessary and sufficient measures to protect the Bank from any incurred or possible losses, costs, damages or actions directed against the Bank as a result of such unauthorized use of the System and access credentials.
- 8.6 The Client confirms that the System and related instructions, documentation, technical literature and other materials / information are trade secrets of the Bank and are strictly confidential, inviolable and important, and this confidentiality significantly affects the efficiency and success of the Bank's business. The Client hereby agrees to keep confidential the System, documentation, information, knowledge and experience gained while using the System and not to disclose, make copies, duplicate, sell or transfer the System or related instructions, documentation, technical literature and other materials / information to third parties.

9. FORCE MAJEURE

- 9.1 In the event of force majeure circumstances that prevent the Client and/or the Bank from performing their functions under this Agreement, which include natural disasters, accidents, fires, riots, strikes, military actions, illegal actions of third parties, communication networks breakdowns (including the internet), power supply accidents, entry into force of regulatory legal acts, any other binding decisions of authorized bodies and / or organizations, directly or indirectly prohibiting the activities specified in this Agreement, as well as other circumstances beyond the control of the Bank and the Client, the Parties shall be released from liability for failure to fulfill the obligations assumed.
- 9.2 The Party affected by force majeure shall inform the other Party in writing without delay, but not later than 3 (three) banking days after the force majeure occurs, about the circumstances and their consequences and shall take all possible measures to limit as much as possible the negative consequences caused by force majeure circumstances.
- 9.3 Failure by either Party to timely notify the other Party of the occurrence of force majeure entails the loss of the right to refer to such circumstances for the purposed of exemption from liability for non-performance or improper performance of obligations under this Agreement.
- 9.4 The occurrence of force majeure may cause an extension of the period of performance of the obligations under this Agreement for the term of their validity, unless otherwise agreed by the Parties.
- 9.5 Exemption of a Party from liability for non-performance or improper performance of any obligation under this Agreement affected by a force majeure circumstances shall not relieve that Party from liability for non-performance or improper performance of its other obligations under this Agreement not affected by force majeure.
- 9.6 In the event of force majeure circumstances lasting more than six months, either Party shall be entitled to refuse to perform its obligations under this Agreement.

10. TERM OF THE AGREEMENT

- 10.1 This Agreement shall enter into force upon the Client's fulfillment of the provisions of section 3 of this Agreement and shall be valid for one calendar year. If the Parties have not applied for its termination within 5 days before the end of one calendar year, the Agreement shall be deemed prolonged for each subsequent year.
- 10.2 The Agreement may be terminated on the initiative of either Party at any time, provided that the initiating Party notifies the other Party in writing at least 1 calendar month in advance with all obligations under this Agreement binding.
- 10.3 If the Client intends to close all accounts with the Bank, the Client's official request to close all accounts will be the basis for termination of this Agreement.
- 10.4 The Agreement may be unilaterally terminated by the Bank in the event of reasonable suspicion of the use of the System for the purpose of legalization of proceed received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction.

11. DISPUTE RESOLUTION PROCEDURE

- 11.1 In the event of a dispute under this Agreement, the Bank and the Client shall take all measures to resolve it through negotiations between the Parties. If no agreement is reached between the Parties, the dispute shall be resolved in accordance with and in the manner prescribed by the Legislation.
- 11.2 On matters not regulated by this Agreement, Appendices to this Agreement and Bank Tariffs, the Parties shall be guided by the Bank Account Agreement and/or the Legislation.

12. OTHER PROVISIONS

- 12.1 The Parties shall notify each other without delay of any change of address or mobile and / or landline phone number, but in any event not later than three (3) days after such change.
- 12.2 The terms of this Agreement are in Uzbek, Russian and English with the greatest possible effort on the part of the Bank to ensure authenticity between the versions in different languages.

13. BANK ADRESSES AND BANK DETAILS

KDB Bank Uzbekistan JSC, Head Office

Address: 3, Bukharo Street, 100047, Tashkent, The Republic of Uzbekistan Phone: (+998 78) 120-80-00 E-mail info@kdb.uz Tax ID: 202167236

Bank Code: 00842 SWIFT Code: KODBUZ22

KDB Bank Uzbekistan JSC, Yunusobod Branch

Address: 77, Minor Passage, 100084, Tashkent, The Republic of Uzbekistan Phone: (+998 78) 120-61-41

E-mail info@kdb.uz
Tax ID: 202064665
Bank Code: 00831
SWIFT Code: KODBUZ22

KDB Bank Uzbekistan JSC, Oybek Branch

Address: 32, Oybek Street, 100015, Tashkent, the Republic of Uzbekistan

Phone: (+998 78) 140-06-30 E-mail info@kdb.uz Tax ID: 207045749

Bank Code: 01065 SWIFT Code: KODBUZ22

<u>Appendix 1</u> to the Public Offer – "Internet Banking iDBA" remote banking servicing agreement for individual clients

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, the range of services is supplemented with item 6 and the notes (the amendment is effective from 10.01.2023).

Range of services and the servicing time in the Internet Banking System

№	Name of service	Servicing time*
1.	Viewing account balances and account movements	24/7
2.	View and print payment history	24/7
3.	Transfers within the Bank in Uzbek soums	24/7
	(between own accounts/to accounts of other clients of the Bank)	
4.	Transfers within the Bank in foreign currency	24/7
	(between own accounts)	
5.	External transfers in Uzbek soums	9.00 am – 4.45 pm
6.	External transfers in foreign currency (SWIFT)	9.00 am – 4.45 pm
7.	Conversion operations (currency purchase / sale)	24/7
8.	General request to the Bank	24/7
9.	Request for additional account opening	24/7

Notes!

- 1. The Client's EPDs received by the Bank during the specified servicing time* are executed by the Bank on the same business day.
- 2. The Client's EPDs are accepted by the Bank for execution on official business days according to business hours of the Bank/Bank's branches.
- 3. The Bank shall have the right to change the business hours of the Bank/Bank's branches as well as the servicing time in the Internet Banking System.
- 4. The execution of EPDs in foreign currencies (SWIFT) is carried out in accordance with the business hours of the Bank's correspondent banks.
- 5. The time limit for execution of transfers in national currency may be changed (prolonged) depending on the relevant instruction of the Central Bank of the Republic of Uzbekistan.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/27 dated 23.03.2023, the Appendix 2 to the Public offer is amended as follows (the amendment is effective from 23.03.2023).

<u>Appendix 2</u> to the Public Offer – Internet Banking iDBA remote banking servicing agreement for individual clients

Call-Back Contact Details:

Full Name of the Client:		
Client's phone number:	1)	
Password for phone calls:		
	s of the payment correctly when c	sclosure of the above information to third onfirming electronic payment documents
The above stated is confirm	ed,	
Full name	Signature	 Date

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, the sequential number for Appendix 2 (Remote Banking Servicing Rules) is changed to Appendix 3 to the Public offer (the amendment is effective from 10.01.2023).

Appendix 3 to the Public Offer – Internet Banking iDBA remote banking servicing agreement for individual clients

Remote Banking Servicing Rules

1. Operating the System and access to the System

While operating the Internet Banking System the Client shall comply with the following requirements: Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 1.1 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- 1.1 In order to ensure confidentiality of access credentials (Login, Password, OTP device) entered into a computer or device used to operate the System, the Client shall use devices with functioning security systems, such as:
 - restricted access to the workplace (computer or other device);
 - active licensed (not counterfeit) anti-virus software with up-to-date databases;
 - an operating system update system;
- 1.2 The Client shall not operate the Internet Banking System in the internet using a source of connection from places not trustworthy or using public communication channels (free Wi-Fi, etc.); Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 1.3 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).
- 1.3 Ensure security and confidentiality of access credentials (Login, Password, OTP device) and other information required for access and execution of transactions and actions using the Internet Banking System. The Client must not to disclose the information to other persons (including friends, acquaintances, relatives, employees of the Bank and etc.);
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 1.4 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).
- 1.4 Never and under any circumstances shall the Client disclose the System access credentials (Login, Password, SMS Code, OTP device) to anyone Bank employees and Technical Support service will never demand the Client's Password and One-Time password generated by OTP device;
- The Client shall change Internet Banking System access Password on a regular basis at least once in 90 days or immediately upon occurrence of events that could directly or indirectly affect its confidentiality;
- 1.5 The Client shall not leave the computer or other device used to operate the Internet Banking System unattended during an open payment session;
- 1.6 The Client should always press the "EXIT" button at the end of the payment session in the Internet Banking System, including before closing the browser window when operating the System;
- Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 1.8 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- 1.7 The Client shall immediately notify the Bank on facts of unauthorized transactions or facts of illegal use of access credentials (Login, Password, SMS code, OTP device) by third parties as well as other information necessary for access and executing transactions and actions via the System;
- 1.8 The Client shall not enter information into the interface fields that is not requested by the form of the System window in use or that is not intended to be entered into the fields of the System window in use:
- 1.9 When using the Bank's website <u>www.kdb.uz</u> the Client must ensure that the connection to the Bank's server is made in secure mode (HTTPS protocol);
- 1.10 The Client must not accept the browser's offer to save the Password for later automatic login;
- 1.11 The Client shall not save Login and Password on a computer, mobile device, any other digital media (computer hard drive, removable digital media), paper media or an internet service which maybe be accessed by others;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 1.13 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- 1.12 To maintain the confidentiality of the access credentials (Login, Password, SMS code, OTP device) and transactions data it is recommended that the Client:
 - not to use the "Autofill" browser functions on pages with access credentials;
 - to provide password-protected account of operating system user;
 - to disable the autorun function of removable data storage devices in operating system of the Client's device used to operate the Internet Banking System;
 - to connect the Client's working device to the internet only during the work with the System;
 - not to use the Client's working device for connection to social networks in the internet, to forums, conferences, chat, telephone services and other sites containing potential malware as well as for reading of mail and opening of mail documents from untrustworthy addressees;
 - not to use Login and Password which are already used for authorization of the Client on other websites;
 - to use strong passwords (length of at least 8 characters consisting of upper case letters, lower case letters and minimum one digit);
 - to monitor regularly the date and time of the last visit, as well as the number of logins and used IP addresses when working in the Internet Banking System on the Bank's website;
 - to study the information displayed on the screen of the computer (or other device) used to operate the Internet Banking System, choose actions from the proposed options in accordance with the Client's intentions and carefully check the correctness of the information entered;
 - to pay attention to any changes and software errors while establishing connection in Internet Banking System or while operating the System. In case of any doubts about the correctness of work of the Internet Banking System it is recommended to stop operating the System immediately and contact the Bank in order to ascertain the absence / presence of unauthorized transactions;
 - in case of browser warnings on redirection to another site when connecting to the Internet Banking System it is recommended to postpone execution of transactions and to contact the Bank's technical support service in order to determine the reasons for redirection;

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, paragraph 12 of clause 1.13 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- to report to authorized employees of the Bank about any attempts to find out access credentials to the Internet Banking System (Login, Password, OTP device) and/or SMS Code sent by the Bank to

the Client's mobile number to confirm certain transactions and actions in the Internet Banking System;

- to regularly check the account history/account statements to keep track of errors or unauthorized account transactions;

Failure to comply with the above requirements and recommendations on the part of the Client will be the basis for the imposition of liability for disputed transactions executed via the Internet Banking System.

2. Connection to the Internet Banking System

- 2.1 The Bank provides Internet Banking remote banking services only if the Client has a bank account opened in the Bank.
- 2.2 The Bank shall connect the Client to the Internet Banking System on the basis of the Agreement. The Agreement may be concluded irrespective of the period of service of the Client in the Bank and the amount of account turnover. Restrictions on connection of the Client to the Internet Banking System may be the grounds provided for by requirements of the Legislation on countering legalization of proceed received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction in commercial banks.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, clause 2.3 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- 2.3 The Client who became acquainted with the terms of this Agreement published on the Bank's official website and expressed a wish to connect to Internet Banking System shall download a template of Application for user registration of standard form (Appendix 4 hereto) from the Bank's official website or receive a template of Application in any Bank branch, fill in and certify the Application with signature and submit it to responsible officer of the relevant branch of the Bank.
- 2.4 The Client may choose the Password at his/her own discretion. The Login (User Name) shall be provided solely by the Bank.

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/27 dated 23.03.2023, clause 2.5 of Appendix 3 to the Public Offer is amended to read as follows (the amendment is effective from 23.03.2023).

2.5 The Client or an authorized representative of the Client acting on the basis of a power of attorney shall ensure that the OTP device (if applicable) as well as a copy of the Client's Application is received at the Bank.

3. Correction of Client's data

- 3.1 If it is necessary to update the Client's data, the Client shall submit to the Bank a new duly executed Application for user registration with a clear indication of the purpose of the Application (correction) and the Client's data to be changed.
- 3.2 The correction of the Client's data includes:
- change of the Client's personal data;
- change of the mobile phone number, e-mail, and other Client's data.

4. Blocking and unblocking access to the System

Information on amendments: in accordance with the Management Board Protocol #IMB/LGD/HO/23/2 dated 06.01.2023, paragraph 1 of clause 4.1 of Appendix 3 is amended to read as follows (the amendment is effective from 10.01.2023).

- 4.1 The Client shall have the opportunity and right to block his/her access to Internet Banking System:
 - in case of threat of unauthorized access or suspicion of compromised access credentials (Login, Password, SMS code, OTP device). The Client shall immediately notify the Bank in order to take measures to block the compromised access credentials;
 - in case of verbal notification by phone (with duly Client identification) the Client shall confirm his/her request to block access to the System in writing no later than the next business day. The blocking shall be carried out within 1 (one) hour after the Client's request;
 - in case of changes in the Client's data, the Client shall submit a new Application to the Bank in accordance with clause 3.1 of the Remote Banking Servicing Rules.
- 4.2 The Bank shall be entitled to block the Client's access to the System if the Client has a debt to the Bank for banking services provided. In this case:
 - the Bank shall send a notification to the Client about the debt occurred via the Internet Banking System indicating the due date of debt repayment;
 - if the Client's debt to the Bank will not be repaid within the specified period, the Bank shall block the Client's access to the Internet Banking System;
 - after full repayment of the debt, the Bank shall unblock the Client's access to the System not later than the end of current business day.
- 4.3 The System will automatically block the Client's access to the System in case if the Client exceeds the number of attempts to enter the access credentials (Login, Password) set in the System as 5 consecutive unsuccessful attempts. To unblock the access to the System the Client shall submit to the Bank a written request to unblock the access certified by the Client's signature.

5. Restoring the Client's Access Password

5.1 To restore the Password the Client shall go through the password recovery procedure using the "Forgot your password?" option on the Internet Banking homepage, following the instructions available on the Bank's official website www.kdb.uz.

<u>Appendix 4</u> to the Public Offer – Internet Banking iDBA remote banking servicing agreement for individual clients

Application for user registration in the Internet Banking System

Connection	n	Correction			
	Full Name:				
Mobile Pho for SMS noti	one number				
ļ	nal mobile /				
	E-mail:				
Login: ! Login is assigned b			Bank**		
	Password:				
Series and №:		Identity document inf	ormauon:		
Issued by:			Issued date:		
T 1 - 2 A			OTD 1		
Level of Access			OTP device:		
Limited fur	oction		OTP not required		
Full function (including SWIFT transfers)			New OTP Existing OTP, serial number:		
understood the te servicing agreementhe Public Offer Tariffs and the pro-	erms and cor ent for individual have been e ocedure for m	nditions of the Public Offer dual clients posted on the we explained to me in full, incl making amendments and addi	cation is complete and correct. I have read and - "Internet Banking iDBA" remote banking besite www.kdb.uz, all terms and conditions of uding the responsibility of the Parties, Bank tions to the terms of the Public Offer.		
accordance with agreement for ind			et Banking iDBA" remote banking servicing		
Date		Client's Signature			
BANK NOTES:					
**Login assigned	stration Dep	artment Officer:			

<u>Appendix 5</u> to the Public Offer – Internet Banking iDBA remote banking servicing agreement for individual clients

OTP DEVICE ACCEPTANCE AND HANDOVER ACT

Tashkent city					
This Act is made between KDB Bank	Uzbekistan JSC	(hereinafter the (hereinafter			
Customer # certifying that the Ban	k officer				
has handed over the OTP token device (serial r					
who is entitled to sign financial documents					
Acceptance and handover of the OTP device is conf	ïrmed.				
The Client:	The Bank:				
Full Name	Name & Signature	e Manage	er/Director		
Signature	Name & Signature	e Bo	ank Officer		

Stamp