

MOBILE BANKING SERVICING AGREEMENT

In accordance with Article 367 and paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, this document constitutes a public offer, an official offer addressed to individual clients of KDB Bank Uzbekistan JSC (hereinafter - the Bank) for the provision of banking services via the mobile application KDBUz Mobile (hereinafter - the Agreement).

The Agreement shall be deemed concluded and shall take effect from the moment an individual performs the actions stipulated by this offer and shall signify unconditional acceptance of all terms and conditions of the offer without any exceptions or limitations on the terms of accession.

Please take the time to familiarize yourself with the text of this public offer and the Bank Tariffs. Shall you have any concern or require further clarification regarding any clause of this offer, you have the option to decline the Service provided by the mobile application KDBUz Mobile or contact the Bank by phone on +998781208000.

1. TERMS AND DEFINITIONS

The following terms and definitions shall have the following meanings when used in this Agreement:

Parties – the Bank and the Client in case of joint references.

Mobile banking System (the System) – a set of technologies used to provide remote banking services to the Client via the KDBUz Mobile application

KDBUz Mobile application – mobile banking application of the Bank, which is installed on and used by the Client on mobile devices running either Android or iOS operating systems with Internet connectivity.

Mobile banking service (the Service) – the remote banking service provided via KDBUz Mobile application that enables the Client to perform banking transactions and receive information services to the extent determined by the Bank.

Client – an individual who has successfully undergone the Due Diligence procedure when entering into Account Agreement with the Bank and who has accepted the terms and conditions set forth in this offer.

Wallet – the Client's Account managed through the mobile banking System.

Account – demand deposit account, card account, Wallet or other type of bank account in the national currency of the Republic of Uzbekistan and/or foreign currency opened with the Bank in the name of the Client as a result of entering into this Agreement or Account Agreement.

Account Agreement – a document that defines the relations between the Bank and the Client in respect of transactions on the Account.

Mobile phone number – the Client's mobile phone number with a SIM card of a mobile operator licensed in the Republic of Uzbekistan.

Authorization code – a unique sequence of digits in the form of an SMS message sent to the Client's Mobile phone number registered with the Bank.

SMS message – a text message sent to or from a Mobile phone number.

Login – the Client's identifier in the form of a Mobile phone number used for registration and/or access to the System.

Password – a unique sequence of symbols used for Authentication of the Client in the System.

PIN-code – is a unique sequence of digits used for the Client's Authentication in the KDBUz Mobile application. After the first successful Authentication of the Client, the PIN-code replaces the Login and Password.

Authentication – a process of verifying the Authentication data provided by the Client by comparing them with the data previously recorded by identification systems.

Authentication data – the Client's Login, Password, PIN-code or biometric data used to access KDBUz Mobile application. Authentication data is analogous to a handwritten signature.

Business day – any day on which the Bank is open for regular banking activities.

Bank Tariffs – the tariffs for banking services and products that have been approved by the Management Board of the Bank and are available on the official Website.

Website – the official website of the Bank accessed via the Internet address www.kdb.uz.

Application – an electronic or paper-based request made by the Client to open an Account and/or issue a bank card.

Personal data – any information captured on electronic, paper and other tangible mediums that pertains to a specific individual and which can be used to identify that individual.

Exchange – the process of online currency conversion between the Client's Accounts using the KDBUz Mobile application at any time of the day.

Instruction – the Client's instruction on transfer of funds that has been generated, confirmed, and sent to the Bank using the System.

Client Due Diligence (hereinafter “**Due Diligence**” or “**Know Your Client**”) – a set of measures used to obtain information about a Client. These include identification and verification of the Client and his/her representatives, as well as examination of the purposes and nature of financial transactions performed by the Client, and obtaining and recording information on the source of funds to verify their compliance with the documents submitted to the Bank. The Bank carries out Client Due Diligence in compliance with the Legislation, regulatory acts 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”).

Enhanced Due Diligence – are a set of measures applied to the Client or transactions categorized as high risk. These include collecting, recording and confirming additional information about the Client from public sources and databases; obtaining information from the Client about the source of funds or other property; examining the purposes of planned or performed transactions and maintaining continuous monitoring of transactions performed.

Rules of Internal Control – the Rules of Internal Control on counteraction of legalization of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction in commercial banks' (approved by the regulator and registered by the Ministry of Justice of the Republic of Uzbekistan), as well as the regulations of the Bank governing the procedure of organization and implementation of internal control in the Bank.

The Client Questionnaire (Know Your Client (KYC) form) is a document that contains information about the Client obtained as part of the Client Due Diligence process.

Mobile device – a mobile phone, smartphone, or other portable device with similar functionality that supports the possibility of using a SIM card with the Client's Mobile phone number that is registered for use in the mobile banking System.

Legislation – the legislation of the Republic of Uzbekistan applicable to this Agreement, including laws, ordinances, regulations of the Central Bank of the Republic of Uzbekistan and other state bodies.

Face ID (biometric data) – an identifier of a biometric image (facial geometry) read and transformed according to a predefined authentication protocol.

2. SUBJECT OF THE AGREEMENT

2.1. In accordance with the terms of this Agreement, the Bank shall provide the mobile banking Service to the Client on the terms and conditions set forth in this offer.

2.2. Within the context of the mobile banking Service, the Bank enables the Client to perform transactions, the types and scope of which are determined by the Bank, provided that the Client has an Account at any of the Bank's branches and has successfully passed the identification procedure.

2.3. Transactions on the Accounts are permitted in accordance with the applicable Legislation of the Republic of Uzbekistan within the balance of the Account, except as provided in paragraph 8.1.8 of the terms and conditions set forth in this offer.

2.4. The Bank shall independently determine the list of services, the set of operations, services and functions included in the mobile banking System, as well as the access of the Client to these services. The Client shall not

be entitled to demand that the Bank provide services for which the technical possibility has not been implemented by the Bank.

2.5 The Client shall independently and at his/her own expense ensure that his/her Mobile device in connected to mobile communication and data transmission services, has accesses to the Internet and is protected against unauthorized access and malicious software.

3. CONCLUSION OF THE AGREEMENT

3.1 The Bank and the Client acknowledge that the Agreement shall be deemed concluded from the moment the Client accepts the terms and conditions set out in this offer. The Client agrees that the acceptance of this offer (the consent to conclude the Agreement) is the first successful login of the Client to the KDBUz Mobile application after the completion of all the registration stages in KDBUz Mobile.

3.2 The Bank offers the Client the opportunity to become familiar with the terms and conditions of the Agreement set out in this offer which is available on the Bank's Website, in the KDBUz Mobile application, and/or in the Bank offices.

3.3 Acceptance by the Client of the terms and conditions set forth in this offer shall be an unconditional acceptance by the Client of all the terms and conditions of the Agreement and the Bank Tariffs.

3.4 The Client agrees to the automatic opening of Wallet accounts in local and foreign currencies (US Dollars and Euro) by accepting the terms and conditions set forth in this offer.

4. MOBILE BANKING SERVICE PROCEDURE AND CONDITIONS

4.1 The procedure and conditions for the provision of the mobile banking Service are set out in this Agreement, the Account Agreement, the Bank Tariffs and the requirements of the applicable Legislation.

4.2 In order to access the mobile banking Service, the Client will need to install KDBUz Mobile application on his/her Mobile device.

4.3 The Client shall protect his/her Mobile device from unauthorized third-party access, viruses and other malicious software that may compromise the Client's Authentication data and other relevant information.

4.4 Only individuals who are registered clients of the Bank are entitled to register in the System.

4.5 After passing the registration procedure, the Client will have access to the System only if he/she successfully passes the Due Diligence procedure. The Due Diligence procedure within the mobile banking Service is carried out using the biometric data of an individual (Face-ID) and other available sources of data. Biometric identification may be performed only for individuals - residents of the Republic of Uzbekistan.

4.6 The cancellation of the registration in the System can be performed by the Client using the corresponding function in the KDBUz Mobile application or at the Bank offices.

4.7 All the actions carried out by the Client in the KDBUz Mobile application under Authentication are considered to have been performed by the Client personally.

4.8 Documents in electronic form confirmed by the Client using the KDBUz Mobile application shall be recognized as having the same legal force as corresponding paper documents signed by the Client in accordance with the specimen signatures provided to the Bank.

4.9 The Client acknowledges and accepts that the Bank is entitled to unilaterally modify and amend the terms and conditions set forth in this offer and the Bank Tariffs, with the obligation to notify the Client of such modifications and amendments no later than 10 (ten) calendar days prior to their effective date by posting them on the Bank website on the Internet, in the premises of the Bank (on the Information board), and in the iDBA Internet Banking system (in the Notifications section). Notifications made in accordance with this article shall be deemed to have been received on the day of their publication.

4.10 Changes and amendments to the terms and conditions of this offer shall be agreed by the Parties in the following order:

4.10.1 The Bank shall notify the Client of any changes or amendments in accordance with the procedure set out in clause 4.9 of this offer.

4.10.2 The Client's consent to the amendments of the terms and conditions terms set forth in this offer (acceptance of the offer) shall be deemed to have been obtained, unless within 10 (ten) calendar days from the date of posting

of the notification, the Client has taken action to cancel registration in the System as provided for in clause 4.6 of the terms and conditions of this offer, or has expressed disagreement in the manner prescribed by clause 4.10.3 of the present terms.

4.10.3 If the Client's does not agree with the changes or amendments to the terms and conditions of this offer, the Client may independently cancel the registration in the System in the manner provided for in clause 4.6. hereto.

4.11 The Bank shall have the right to process, and the Client shall consent to the processing of any information relating to the Client's Personal data with or without the use of automated means, including collection, systematization, accumulation, correction, storage, clarification, use, distribution (including transfer to the Bank's partners), depersonalization, destruction of Personal data provided to the Bank with regard to the conclusion and execution of the Agreement, as well as other actions provided for by the applicable Legislation of the Republic of Uzbekistan.

5. TERMS AND CONDITIONS FOR TRANSACTIONS CARRIED OUT ON THE CLIENT'S ACCOUNTS VIA THE MOBILE BANKING SERVICE

5.1 Certain payment and other transactions in the System are confirmed by a System-generated Authorization code sent to the Client's Mobile phone number as SMS message. The list of transactions to be executed in the System by means of the Authorization code is determined by the Bank.

5.2 Transactions on the Client's Accounts carried out via the mobile banking Service are executed in accordance with the approved terms and conditions of the relevant Account Agreement.

5.3 The Bank may open an Account for a Client who has previously been subject to the Due Diligence procedure on the basis of an electronic application via the mobile banking System, or remotely with the use of biometric data of an individual resident of the Republic of Uzbekistan (Face-ID).

5.4 The Account Agreement concluded on the basis of the Client's electronic Application using the mobile banking System and confirmed by the Authorization code shall be deemed valid and shall be governed by the provisions of the respective Account Agreement.

5.5 The Bank shall execute the Client's Instruction in the amount determined by the Client within the terms and in accordance with the procedure established by the applicable Legislation of the Republic of Uzbekistan.

5.6 The Exchange of funds performed remotely with the use of the mobile banking Service shall be executed at the exchange rate of the Bank valid on the date and at the time of the Exchange transaction.

5.7 Account opening via the mobile banking Service is available only to clients who are residents of the Republic of Uzbekistan. Account opening is performed in accordance with the internal procedures of the Bank.

6. SERVICE PAYMENT

6.1 The Client shall pay commissions for transactions executed via the mobile banking Service in accordance with the approved Bank Tariffs, published on the Bank's official website www.kdb.uz.

6.2 The amount of the commission shall be debited without any further order being required from the Client. The Bank shall not accept the Client's Instruction for processing and shall not provide banking services in case of insufficient funds in the Client's Account at the moment of Instruction execution.

7. OBLIGATIONS OF THE PARTIES

7.1 The Bank undertakes:

7.1.1 In accordance with the obligations assumed by the Bank under this Agreement, to take all necessary and sufficient measures to ensure the normal and uninterrupted functioning of the System and to ensure the proper maintenance of the System;

7.1.2 To process and protect the Personal data of the Client in accordance with the Legislation of the Republic of Uzbekistan;

7.1.3 To provide the Client with relevant information to confirm the execution of transactions using the mobile banking Service;

7.1.4 To keep the financial information of the Client confidential and to provide information about it only in the cases stipulated by the applicable Legislation of the Republic of Uzbekistan;

7.1.5 Whenever possible, inform the Client of any breakdowns or unexpected technical work by the means available and take all reasonable measures to restore operation as soon as possible;

7.1.6 Timely inform the Client about any change in the terms and conditions of this offer and the Bank Tariffs by publishing the information on the Bank's official website (www.kdb.uz) no later than 10 (ten) calendar days prior to their effective date by posting them on the Bank website on the Internet, in the premises of the Bank (on the Information board), and in the iDBA system of the Internet Bank (in the Notifications section). Notifications made in accordance with this article shall be deemed to have been received on the day of their publication;

7.1.7 To fulfill other obligations stipulated by the Legislation of the Republic of Uzbekistan, this Agreement and the Account Agreement.

7.1.8 To block the Client's user account immediately upon the Client's written or oral request;

7.1.9 To provide the Client with technical support by telephone and advice on the correct use of the System;

7.2. The Client undertakes:

7.2.1 To comply with the terms set out in this Agreement, the Account Agreement and to pay for the services in accordance with the Bank Tariffs.

7.2.2 To ensure the security and confidentiality of the Authentication data, Authorization codes and other information required for the Client to access the System and perform transactions using the mobile banking Service and not to disclose confidential information to third parties, including:

- to notify the Bank immediately of any loss or theft of the Client's Mobile device (SIM card) in order to block access to the mobile banking Service and to prevent unauthorized transactions on the Accounts by third parties;
- to take sufficient security measures to prevent the possibility of unauthorized access to the System by third parties.

7.2.3 Not to use the Service provided by the Bank for illegal purposes. This includes not carrying out any actions/operations aimed at legalization of proceeds received from criminal activity, financing of terrorism and financing the proliferation of weapons of mass destruction.

7.2.4 When requested by the Bank, the Client shall promptly provide the Bank with reliable documents (information) necessary for the Bank to perform its functions prescribed by the Legislation, including documents and information required to perform the Due Diligence as well as other documents (information), necessary to verify the compliance of the Client's Account transactions with the provisions of the Legislation and the Rules of Internal Control. The Bank will repeat the Due Diligence procedure if there is any doubt about the authenticity of the documents (information) submitted by the Client, including the Client Questionnaire (KYC form).

7.2.5 To make a careful study of the information displayed on the screen of the Mobile device used to access the mobile banking Service as well as to make a careful selection of the actions from the options offered or strictly follow the mandatory instructions; to carefully check the accuracy of the information entered by the Client.

7.2.6 To check the Bank Website in order to be informed of any changes and (or) additions to the terms and conditions of this offer and the Bank Tariffs.

7.2.7 To notify the Bank of any change of passport or Mobile phone number in good time, within 3 working days at the latest.

7.2.8 to ensure sufficient funds are available to execute transactions with the use of mobile banking Service, to cover Bank commission fees and make other payments stipulated by this Agreement, the Account Agreement and the Bank Tariffs.

7.2.9. Not to use the mobile banking Service via a mobile device connected to a personal computer or other data transmission device.

7.2.10. to comply with any other obligations set out in this Agreement or in the Account Agreement.

8. RIGHTS OF THE PARTIES

8.1. The Bank is entitled:

8.1.1. To amend the terms and conditions of the public offer in accordance with the procedure set out in this Agreement.

8.1.2 To change the range of operations, services and functions provided within the mobile banking Service, as well as the procedure for their performance, at any time and at its own discretion.

8.1.3 To debit the Client's Account with the amount of the transaction executed by the Client using the KDBUz Mobile application, as well as with other amounts as stipulated in this Agreement, the Account Agreement and the Bank Tariffs.

8.1.4 To suspend the provision of the Service when carrying out technical work for the period of time necessary to restore the performance of the System. Clients are notified of Service restrictions by means of a notice published on the Bank's Website and (or) by any other means available at the discretion of the Bank, including notification via the KDBUz Mobile application.

8.1.5. To request the Client to provide the information and documents and documents necessary to carry out the Due Diligence procedure.

8.1.6. To exercise Due Diligence in respect of the Client on a periodic basis throughout the term of the Service and upon the occurrence of certain events or circumstances. The Bank may also, at its own discretion, exercise Enhanced Due Diligence in accordance with the procedure provided by the Legislation and the internal documents of the Bank.

8.1.7. The Bank may temporarily suspend or deny the Client's access to the System and terminate the Agreement on a unilateral basis in the cases and according to the procedure stipulated by the Legislation and the internal documents of the Bank, including the Rules of Internal Control.

8.1.8. In order to reduce risks and to comply with the Rules of Internal Control, to limit the amount of non-cash debit transactions on the Accounts managed through mobile banking Service in the amounts determined by the applicable internal documents of the Bank.

8.1.9 In accordance with the Rules of Internal Control, in the event of detection of suspicious transactions carried out by the Client using the mobile banking System, the Bank is entitled to temporarily suspend the Client's access to the mobile banking System until the Client provides a written explanation of the legitimacy of the transactions carried out.

8.1.10 To suspend the provision of the mobile banking Service without prior notice to the Client in the following cases:

- in case if the Client's failure or improper performance of the obligations under the Agreement for the period of time until the Client eliminates the breaches committed;
- it is found that the Client's Authentication data has been compromised (unauthorized use of KDBUz Mobile application), or in the event that circumstances arise that indicate that the mobile banking Service is not being used by the Client - for the period of time until such circumstances have been clarified;
- in the event of replacing, repairing, maintaining, etc. of the equipment and/or software used by the Bank to provide the Service – for the period up to and including 72 (seventy-two) hours;
- if the Client does not use the mobile banking System for 12 (twelve) consecutive months;
- if the Client fails to provide the documents (information) required by the Bank to perform the functions of Due Diligence, Enhanced Due Diligence as well as to comply with the requirements of the Rules of Internal Control.

8.1.11 To refuse the execution of transaction with the use of mobile banking Service:

- if the balance on the Account is insufficient for the execution of the transaction and payment of the corresponding fee, or if the established transaction limits are exceeded, and in other cases determined by the Bank in compliance with the Legislation and the internal documents of the Bank;
- if the bank details of a recipient are incorrect.

8.1.12 To independently determine and change the forms and conditions of providing services in the System, the range of operations, services and functions available in the System, the possibility for the Client to access a certain form or function of the System, as well as to determine/change the general limits of transactions in the System.

8.1.13 To exercise other rights provided by the Legislation of the Republic of Uzbekistan, this Agreement and the Account Agreement.

8.1.14 To block opening of new Accounts and transactions on existing Accounts via the mobile banking Service in the event of seizure of any of the Client's Accounts opened with the Bank.

8.2 The Client is entitled:

8.2.1 To manage the access to the mobile banking Service, to dispose of the funds on the Account, and to perform other operations using the KDBUz Mobile application in accordance with this Agreement.

8.2.2 To unilaterally refuse to use the mobile banking Service at any time by selecting the corresponding option in the KDBUz Mobile application or by visiting the Bank to submit a respective application.

8.2.3 to receive information assistance on the use of the mobile banking Service by calling +99878 120 80 00.

9. LIABILITIES OF THE PARTIES

9.1. The Parties shall be liable for any failure to perform or improper performance of their obligations under this Agreement in accordance with the Legislation of the Republic of Uzbekistan.

9.2 The Client shall be liable for:

- all transactions executed with the use of mobile banking Service that involve the use of Authentication Data and/or other confidential information of the Client required to access the System;
- the security and confidentiality of Authentication Data and/or other confidential information required for the Client to access to the System and perform transactions using the KDBUz Mobile application, as well as for any losses that may arise as a result of the Client's failure to comply with the requirements for ensuring the security and confidentiality of such information;
- for using someone else's mobile device to log into the System using his or her Mobile phone number, Authentication Data and/or other confidential data;
- for unauthorized access to the Client's Mobile device and the mobile banking Service by third parties as a result of the Client's own intent or negligence, installation of malicious software, hacking of Authentication Data, fraud and virus attacks from the Internet, and for all consequences arising from such illegal access;
- for the disclosure of Authentication Data, Authorization code and other confidential information and/or the use the Mobile phone number (SIM card) by third parties;
- for any delay (more than 3 (three) Business days) in notifying the Bank of any change in his/her Mobile phone number.

9.3 The Client shall independently ensure the security of the Mobile phone number (SIM card), the Authentication Data and other confidential information and is responsible for all actions taken by the Client after Authentication.

10. LIMITATION OF BANK LIABILITY

10.1. The Bank cannot guarantee the possibility of using the mobile banking Service with any type or model of mobile devices and shall not be held liable if the Client is unable to use KDBUz Mobile application due to hardware or software features of the Client's Mobile device.

10.2. Acknowledging the fact that the Bank does not provide mobile communication and data transmission services, the Client agrees that the Bank shall not be liable for poor quality mobile banking Service due to the reasons related to mobile communication network and Internet networks failure.

10.3. The Bank shall not be liable:

- for the poor performance of third parties and entities (Internet providers, electricity networks and other services). The Bank's liability towards the Client does not include the indirect losses incurred by the Client as a result of System failures due to lack of electricity or other third-party disputes, as a result of which the functioning of the System became impossible, even if the Bank has been informed of the possibility of such losses, unless the Client proves that such losses were incurred as result of the Bank's willful misconduct or negligence;
- for any malfunctions, errors or failures in the operation of the software and/or hardware of third parties ensuring the System functioning, which may occur for reasons beyond the control of the Bank;
- for the fact that the Client does not promptly inform the Bank about changes related to his/her passport details and/or Mobile phone number, at this could interrupt the Service or reveal information constituting a banking secret;

- for unauthorized execution of transactions via the Service in the event that Client's Mobile device (SIM card) has come into the possession of a third party;
- if the Client discloses the Authentication Data, the Authorization code and any other confidential information that would allow third parties to gain access to the Service;
- if the Client discloses information obtained through the mobile banking Service to a third party;
- for any loss or damage incurred by the Client as a result of unauthorized access to the System by third parties.

10.4 The Bank does not guarantee that the System is free from errors, malfunctions, operational failures or delays in executing the Client's Instructions caused by circumstances beyond the Bank's control. Nor shall the Bank guarantee that the System represents the latest state of the art or technology or that it will achieve the specific objectives or results expected by the Client.

11. ADDITIONAL PROVISIONS

11.1. Unless otherwise specified herein, all official notices, requests, claims, etc. under this Agreement shall be made in writing. Notices sent by the Bank to the Client that are published on the Website and sent by other available means of communication shall be deemed to have been received at the time of their posting.

11.2 If the Client intends to close all Accounts with the Bank, the official request of the Client to close the Accounts shall constitute the basis for terminating this Agreement.

11.3 In all other matters not regulated by this Agreement, the Parties shall be guided by the Legislation of the Republic of Uzbekistan and the Account Agreement.

11.4 All disputes, disagreements, claims and other matters arising out of or relating to this Agreement, including those relating to its performance, breach, termination or invalidity, shall be settled in accordance with the procedure established by the applicable laws of the Republic of Uzbekistan in a court of law at the location of the Bank.

11.5 If the access to the System is blocked at the initiative of the Bank, the Bank shall notify the Client of the refusal to perform its obligations under this Agreement and of the reason for the blocking access using the communication channels available (e-mail address, Mobile phone number, etc.) chosen as the Bank deems appropriate.

11.6 The Agreement may be terminated at any time at the Client's initiative in accordance with the procedure set out in clause 8.2.3 hereto.

11.7 Termination of the Agreement does not relieve the Client from liability for the obligations towards the Bank that have not been fulfilled by the Client at the time of Agreement termination.

11.8 The funds held in the Client's Accounts are protected according to the Law of the Republic of Uzbekistan "On the guarantees of protection of the deposits of citizens in banks" No. 360-II dated 05.04.2022.

12. FORCE MAJEURE CIRCUMSTANCES

12.1 Neither Party shall be liable for any failure to perform or delay in performing any of its obligations under this Agreement due to force majeure circumstances beyond the control of the Parties, such as: breakdown of telecommunication systems, natural disasters, wars, strikes, political and social instability, adoption of legislative acts by the President, the Government of the Republic of Uzbekistan or the Central Bank of the Republic of Uzbekistan, as a result of which it became impossible to comply with the terms of this Agreement.

13. SPECIAL PROVISIONS

13.1 Under this Agreement, the Bank shall not be deemed to have violated bank secrecy if it communicates or provides information constituting banking secrecy to third parties in the cases stipulated by the Law on Bank Secrecy as well as to parties providing technical services to the Bank for the provision of the mobile banking Service.

14. FINAL PROVISIONS

14.1. By concluding this Agreement:

- the Client acknowledges that, prior to accessing the mobile banking Service, he/she has read, accepted and recognized the terms and conditions set out in this offer as well as the Bank Tariffs as binding;
- the Client consents that the Bank may record telephone conversations with the Client and use the recording as evidence in case of a dispute;
- the Client consents to the remote identification of an individual through the use of biometry (Face-ID) and other available data sources.

14.2. The procedure for filing or receiving of complaints and claims from the Client as well as the terms of their consideration and resolution shall be determined in accordance with the Legislation.

14.3. All disagreements and disputes which may arise as a result of obligations fulfillment by the Parties under this Agreement shall be settled by negotiation. If the Parties fail to reach an agreement, the disputes shall be settled according to the procedure established by the Legislation of the Republic of Uzbekistan.

14.4. The Parties shall be guided by the Account Agreement and/or the applicable Legislation of the Republic of Uzbekistan in matters not regulated by this Agreement and the Bank Tariffs.

14.5. The terms and conditions set out in this offer are available in Uzbek, Russian and English. The Bank has made every effort to ensure the authenticity of the different language versions.