

**PUBLIC OFFER**  
**on granting a modular loan (business overdraft) online using the INFINBANK mobile application**

This public offer (hereinafter referred to as the “Offer”) has been developed for the purpose of concluding an agreement on the provision of a modular loan (business overdraft) online between Joint Stock Company “Invest Finance Bank” (hereinafter referred to as the “Bank”), on the one hand, and a legal entity or individual entrepreneur (hereinafter referred to as the “Borrower”), on the other hand, through the remote banking service system (hereinafter referred to as ‘RBS’) and the INFINBANK mobile application (hereinafter referred to as the “Mobile Application”).

The Offer is posted by the Bank in electronic form in the Mobile Application and/or on the Bank's official resources and is a public offer to conclude an agreement on the terms set forth in this Offer and the Individual Loan Terms.

**1. GENERAL PROVISIONS AND PROCEDURE FOR CONCLUDING THE AGREEMENT**

1.1. This Offer is a public offer within the meaning of Article 367 and Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan.

1.2. The loan agreement shall be deemed concluded and shall become legally binding upon the Borrower's performance of a series of actions constituting unconditional acceptance of the Offer, namely:

- submitting a loan application via the Mobile Application; and
- confirming agreement with the Individual Loan Terms and Conditions in the manner proposed by the Bank in the Mobile Application (including via SMS confirmation, one-time code, electronic signature, confirmation in the Mobile Application interface, or other means provided by the Bank).

1.3. The Offer, together with the Individual Loan Terms and Conditions, constitute a loan agreement (hereinafter referred to as the “Agreement”). In the event of any discrepancies between the Offer and the Individual Terms and Conditions, the Individual Terms and Conditions shall prevail.

1.4. Acceptance of the Offer by the Borrower shall constitute grounds for the Bank to consider the loan application, conduct scoring and other checks. The Bank shall have the right, at its discretion, to:

- approve the loan application and provide the Borrower with Individual Loan Terms; or
- refuse to approve/issue a loan in whole or in part.

**1.5. The Borrower confirms and agrees that:**

a) is interested in obtaining a loan and intends to repay the loan and pay the accrued interest and other payments under the Agreement;

b) has read and agrees to all the terms and conditions of the Offer and understands their legal implications;

c) understands that it is impossible to obtain a loan without providing the Bank with information about the Borrower and agrees to its provision/processing/receipt from available sources;

d) understands that transactions and interactions under the Agreement are carried out via the Internet, and that the Borrower has the necessary software and permanent access to the Internet;

e) acknowledges the legal validity of electronic documents and messages generated/sent by the Bank via the Mobile Application and/or other remote banking service systems;

e) understands that submitting an application and confirming the Individual Terms and Conditions constitutes acceptance of the Offer.

1.6. The Bank assesses the Borrower's creditworthiness and other data using internal procedures, including scoring models. The borrower acknowledges that scoring models, stop factors, and assessment parameters are commercial secrets of the Bank and confidential information.

1.7. The Bank has the right to refuse to grant a loan to the Borrower, including (but not limited to) in the following cases:

- failure to pass the Bank's scoring and/or checks;
- the existence of current overdue debt on loans/leasing/guarantees/other obligations equivalent to credit operations;
- the existence of restrictions/risk indicators identified by the Bank;
- the existence of a file/restrictions on accounts (including “File-2”) - until such circumstances are eliminated.

1.8. For questions related to the Offer and lending, the Borrower may contact the Bank by phone at +998971-202-50-60 or by email [info@infinbank.com](mailto:info@infinbank.com).

## **2. TERMS AND DEFINITIONS**

For the purposes of this Offer, the terms listed below shall have the following meanings:

Account - all accounts opened in the name of the Borrower (demand accounts, savings accounts, term accounts, loan accounts, and others).

Mobile application - software developed by INFINBANK that allows the Borrower to perform banking operations and interact with the Bank remotely.

Credit/Modular credit (business overdraft) – a credit product with a standardized provision process, where the decision is made by the Bank using a credit conveyor/scoring system.

Credit application - an application for a loan submitted by the Borrower via the Mobile Application.

Scoring - a set of checks and assessments used by the Bank to make a decision on an application and determine the parameters of a loan.

Individual loan terms and conditions - loan terms and conditions formed by the Bank and offered to the Borrower in the Mobile Application before obtaining a loan (including the amount/limit, term, interest rate, repayment schedule/procedure, fees, and other material terms and conditions).

Acceptance means full and unconditional acceptance of the Offer and Individual Terms and Conditions in the manner provided for in this Offer and the Mobile Application.

The address for notifications is the Borrower's email address and/or mobile phone number specified by them when registering in the Mobile Application, in the Individual Loan Terms and Conditions, and/or communicated to the Bank by other means used within the framework of Remote Banking.

Notice - any notification, message, request, information, or other communication sent by the Bank or the Borrower under the Agreement by the means provided for in this Offer.

A business day is a day on which the Bank conducts operations in accordance with the legislation of the Republic of Uzbekistan.

Operating day - the Bank's working day from 9:00 a.m. to 5:00 p.m. (Uzbekistan time), unless otherwise specified by law and/or the Bank's internal rules.

## **3. SUBJECT OF THE OFFER**

3.1. The Bank undertakes, subject to approval of the loan application, to provide the Borrower with a loan in the national currency of the Republic of Uzbekistan in the form of a modular loan (business overdraft) on the terms and conditions of this Offer and the Individual Loan Terms and Conditions.

3.2. The loan is issued by crediting the loan funds to the Borrower's demand deposit account (or another account of the Borrower with the Bank, as provided for in the Individual Loan Terms and Conditions).

## **4. CREDIT TERMS AND CONDITIONS**

4.1. The maximum loan amount (limit) that the Bank may grant to the Borrower is 500,000,000.00 (five hundred million) UZS. The specific loan amount is determined by the Bank based on the results of scoring and checks, and is specified in the Individual Loan Terms and Conditions.

4.2. The loan term may be set by the Bank in the Individual Terms and Conditions at the Borrower's discretion (if available in the Mobile Application):

- 90 (ninety) calendar days;
- 12 (twelve) months;

- 36 (thirty-six) months.

4.3. The order of repayment of the principal and interest is determined by the Individual Loan Terms and Conditions, including (depending on the term):

- for a term of 90 days - the principal debt is repaid on the final date, interest is paid monthly;
- for a term of 12 months - principal and interest - monthly;
- for a term of 36 months - principal and interest - monthly.

4.4. Interest is calculated on the actual outstanding loan balance based on the actual number of days the loan is used, assuming a 365-day base period. Interest is paid once a month, on the 15th, starting from the month following the loan disbursement, and the final payment is made on the loan maturity date (unless otherwise specified in the Individual Loan Terms and Conditions).

4.5. Interest rates are fixed and determined by the Bank in the Individual Loan Terms and Conditions. Unless otherwise specified in the Individual Terms and Conditions, the following rates shall apply to term debt depending on the selected term:

- 90 days - 26.99% per annum;
- 12 months - 26.99% per annum;
- 36 months - 26.99% per annum.

For overdue debt, the interest rate is set at 1.5 (one and a half) times the rate for term debt from the date of default, unless otherwise provided for in the Individual Loan Terms and Conditions.

4.6. Revision of the interest rate and/or other Individual Terms and Conditions at the Bank's initiative is permitted only by agreement of the Parties, formalized in the manner provided for by the Mobile Application and/or in the form of a supplementary agreement (including in electronic form, if permitted by the Bank).

4.7. The Borrower gives consent to the Bank to provide and receive information regarding the terms and conditions of the conclusion, security, and performance of obligations under the Agreement to the National Credit Information Institute, credit bureaus, including Credit Bureau Credit Information Analytical Center LLC, as well as other organizations/registries within the limits provided for by law.

4.8. The borrower agrees to the Bank entering information about the property provided as collateral into the Register of Pledges in accordance with the procedure provided for by the Law of the Republic of Uzbekistan "On the Register of Pledges" (including on the basis of Article 10 of the said Law), if collateral is available.

## **5. SETTLEMENT AND WRITE-OFF PROCEDURE**

5.1. Unless otherwise provided by the Agreement, the terms and conditions of the banking service agreement/bank account agreement and the Bank's internal rules shall apply to settlements.

5.2. The Borrower grants the Bank an irrevocable and unconditional right to debit (including without acceptance) funds from all of the Borrower's accounts opened with the Bank (including those opened in the future) to repay the debt under the Agreement (principal, interest, commissions, penalties, and other payments), in the cases and in the manner provided for by law and the Agreement.

5.3. Amounts due to the Bank under the Agreement shall be deemed paid when received by the Bank.

If the amount of the payment made by the Borrower is insufficient to fulfill the obligations under the loan, the Borrower's debt will be repaid in the following order:

- 1) proportionately overdue principal debt and overdue interest payments;
- 2) interest accrued for the current period and principal debt for the current period;
- 3) penalty (fine, penalty interest);
- 4) other expenses incurred by the Bank in connection with the repayment of the debt.

5.4. Payments are considered to have been made from the moment the funds are actually credited to the Bank's account designated for loan repayment.

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

**6.1. The Bank undertakes to:**

- 6.1.1. Upon approval of the application, provide a loan under the terms of the Agreement.
- 6.1.2. Keep records of credit transactions and accruals.
- 6.1.3. Within the limits of technical capability, inform the Borrower about accruals/payments via the Mobile Application and/or other remote banking channels.
- 6.1.4. If, after drawing up a loan repayment schedule, the dates and terms of loan payments or the amounts of interim loan payments change due to a change in the start date of loan financing or a revision of the terms of the loan agreement by the parties (including loan restructuring) or partial early repayment of the loan by the borrower, the bank, after reissuing the loan repayment schedule, must submit it to the borrower. In this case, when the loan repayment schedule is revised, the previously valid loan repayment schedule becomes invalid.

**6.2. The borrower undertakes to:**

- 6.2.1. Observe the principles of lending: urgency, returnability, and payment.
- 6.2.2. Repay the debt under the Agreement in a timely manner in accordance with the Individual Loan Terms and Conditions.
- 6.2.3. Repay all amounts owed to the Bank under the Agreement in the currency of the loan.
- 6.2.4. Grant the Bank the irrevocable and unconditional right to debit funds from demand deposit accounts, as well as from other accounts of the Borrower, if any exist or will be opened in the future, to repay the loan debt, including the principal, interest, and penalties presented for payment.
- 6.2.5. At the Bank's request, submit accounting, statistical, and other reports and information on the Borrower's financial and economic activities in the form and within the time limits established by law and/or specified by the Bank, as well as other documents that the Bank may reasonably request during the term of the Agreement for the purposes of monitoring and evaluating the performance of obligations.
- 6.2.6. Not to carry out any economic or legal transactions that may in any way negatively affect the Borrower's economic activities, as well as transactions that contradict the Borrower's charter and the Borrower's creditworthiness with the Bank.
- 6.2.7. Inform the Bank in advance, but no less than 10 calendar days in advance, of any upcoming reorganization/significant changes in legal status (if applicable).
- 6.2.8. Notify the Bank two (2) months prior to the expected date of commencement of voluntary liquidation or bankruptcy proceedings.
- 6.2.9. Before the voluntary liquidation procedure begins, repay all debts owed to the Bank under the Agreement.
- 6.2.10. Not to perform any transactions that may significantly adversely affect the Borrower's financial condition and/or the performance of obligations under the Agreement, as well as transactions that contradict the legislation of the Republic of Uzbekistan.
- 6.2.11. In the event of termination of the Borrower's activities/reorganization, ensure that the obligations are fulfilled by the successor, and in the absence of a successor, immediately repay the loan and interest.
- 6.2.12. If the Borrower fails to provide the documents/information requested by the Bank in accordance with clause 6.2.5 of this Offer within the period specified by the Bank, the Borrower shall pay the Bank a penalty for each day of delay in the amount of 0.01% of the outstanding principal amount under the Agreement.
- 6.2.13. **The borrower shall:**
  - a) use credit funds effectively in accordance with financial, banking, administrative regulations and practices;
  - b) obtain and renew all necessary permits and licenses for the performance of its activities and fulfillment of the terms of the Agreement in a timely manner.
- 6.2.14. During the term of the Agreement, the Borrower shall not, without the prior consent of the Bank:
  - a) take out third-party loans, the terms of which may have priority over the Borrower's obligations under the Agreement;
  - b) enter into any agreements with third parties, the performance of which may conflict with the terms of this agreement or jeopardize the proper performance by the Borrower of its obligations under the Agreement;

- c) enter into agreements whereby all or a significant portion of the Borrower's activities or assets will be managed by a third party;
- d) reorganize or liquidate its activities;
- e) use credit funds for purposes not provided for in the Agreement;
- f) reduce its capital or repurchase its shares, distribute profits;
- g) make any material changes or allow any material changes to be made to its founding documents, including, but not limited to, changes in the composition of founders/shareholders or ownership interests, without the prior written consent of the Bank.

**6.3. The Bank has the right to:**

- 6.3.1. Refuse to grant a loan and/or suspend the issuance/drawdown of a loan if there are grounds provided for in this Offer, the Individual Terms and Conditions, and/or legislation.
- 6.3.2. If the Borrower violates the terms of the Agreement, the Bank shall have the right to debit funds from any of the Borrower's accounts without acceptance to repay all outstanding principal debt, accrued interest, and other loan payments.
- 6.3.3. Transmit/receive information about the Borrower and their obligations to credit bureaus and other organizations in accordance with the procedure provided for in clauses 4.7-4.8 of this offer.
- 6.3.4. To demand early repayment in the cases provided for in Section VIII of this offer.

**6.4. The Borrower has the right to:**

- 6.4.1. Receive funds under the Agreement on the terms and in the amounts specified in the Agreement.
- 6.4.2. Repay the principal amount of the loan ahead of schedule, taking into account accrued but unpaid interest as of the date of early repayment for the period of actual use of the loan, as well as other payments on the loan.
- 6.4.3. To refuse to receive a loan free of charge after concluding this agreement and before the Borrower receives the loan under the Agreement.
- 6.4.4. repay the loan early at any time without paying any penalties for early repayment.

## **7. LIABILITY**

- 7.1. In the event of a breach by the Borrower of the obligations specified in clause 6.2. of this offer, the Bank shall have the right to apply a penalty to the Borrower for each breach in the amount of 0.01% of the outstanding loan balance, calculated for each day of breach of these obligations from the date of occurrence of the breaches until their complete elimination.
- 7.2. In the event of failure to provide or untimely provision of a loan through the fault of the Bank (after approval of the application and provided that the Borrower has fulfilled all the Bank's requirements), the Borrower shall be entitled to recover from the Bank a penalty in the amount of 1 BCV.
- 7.3. The Bank shall not be liable for any failure or improper performance of obligations by the Borrower caused by technical failures of equipment, software, communication channels, Internet connection, mobile operators, or other circumstances beyond the Bank's control, provided that the Bank acted in good faith and reasonably.

## **8. EARLY RECOVERY (EARLY REPAYMENT AT THE BANK'S REQUEST)**

- 8.1. The Bank shall have the right to demand that the Borrower immediately repay the loan amount and other payments due ahead of schedule, as well as to file a lawsuit with the court for early collection, if any of the following events occur and continue:
  - a) The borrower has lost the ability to repay or does not repay their debts on the loan repayment dates, and this situation continues for 60 calendar days from the date of the repayment deadline violation;
  - b) The Borrower fails to fulfill its obligations under this Loan Agreement (including failure to make payments according to the payment schedule) and/or under any other agreement, including pledge agreements, surety agreements, and other agreements, and if this continues for 5 (five) business days after the Bank notifies the Borrower of the failure to fulfill its obligations;

- c) there is a default on any debt of the Borrower (other than the Loan) or under any agreement under which there is any such debt of the Borrower that is outstanding on the due date;
- d) the credit security or any part of the security loses its legal force in relation to the obligations under the Agreement;
- e) any government agency confiscates, nationalizes, or otherwise expropriates all or any significant portion of the Borrower's property or other assets, or its authorized capital, or takes custody or control of the Borrower's property or other assets, or its business, operations, or authorized capital, or take any action to dissolve or terminate the Borrower, or any action that would prevent the Borrower or its employees from continuing all or a substantial part of its business or operations;
- f) lawsuits or proceedings have been initiated against the Borrower or third parties in any way connected with the Borrower, as a result of which any of the Borrower's property may be distributed among its creditors.
- g) failure to fulfill the obligations specified in clause 6.2 within the time limits specified in this clause;
- h) the Borrower's property is subject to foreclosure or seizure;
- i) events have occurred which, in the opinion of the Bank, may seriously affect the Borrower's ability to fulfill its payment obligations to the Bank;
- j) without the prior written consent of the Bank, there is a reduction in capital, reorganization, merger, transfer of property, division or liquidation of the Borrower, distribution of profits;
- k) the Borrower's financial condition has deteriorated in the opinion of the Bank and/or audit companies;
- l) legislative or regulatory provisions have been introduced that affect the Borrower's ability to fulfill any obligations under the Agreement;
- m) any permits, licenses, registrations, certificates, etc., necessary for the proper performance of the Borrower's obligations under the Agreement have expired;
- n) The borrower has become unable to meet its payment obligations, or bankruptcy proceedings have been initiated against it, or the borrower has been declared bankrupt;
- o) The borrower has failed to fulfill any other obligation under the Agreement;
- p) any competent authority has taken any action to dissolve or terminate the Borrower or to suspend its operations, or any other action has been taken that has a similar effect on the Borrower.
- q) in the event that the Borrower's representations specified in Section 12 of the Agreement are false and/or misleading.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

9.1. The provisions of this offer are governed exclusively by the norms of the applicable legislation of the Republic of Uzbekistan.

9.2. All disputes that may arise under or in connection with this Agreement shall be resolved in accordance with the legislation of the Republic of Uzbekistan.

If a claim is brought by the Borrower, the dispute shall be subject to consideration by a court in accordance with the jurisdiction rules established by the applicable legislation of the Republic of Uzbekistan, without limiting the Borrower's right to judicial protection.

If a claim is brought by the Bank, the dispute shall be considered, at the Bank's discretion:

- either by the court at the place of location of the Bank as a legal entity;
- or by the court at the place of location of the Bank's branch through which the loan was granted and/or the Borrower was serviced;
- or by the Arbitration Court at the Chamber of Commerce and Industry of the Republic of Uzbekistan or by the Arbitration Court at the Tashkent City Department of the Chamber of Commerce and Industry of the Republic of Uzbekistan, if permitted by the legislation of the Republic of Uzbekistan.

9.3. In any judicial proceedings arising in connection with the Agreement, the Bank's documents regarding any amount payable to the Bank under the Agreement shall be deemed primary evidence that such amount is due and payable to the Bank.

## **10. FORCE-MAJEURE**

10.1. The Parties shall be released from liability for full or partial non-performance of obligations due to force majeure events (flood, fire, earthquake, and other natural disasters) that occurred after the conclusion of the Agreement and could not have been foreseen or prevented by reasonable measures.

10.2. The Party affected by the force majeure circumstances shall promptly notify the other Party. The deadlines for the performance of obligations shall be extended in proportion to the duration of such circumstances.

## **11. CONFIDENTIALITY**

11.1. The Parties undertake to maintain the confidentiality of the terms of the Agreement and any information obtained in connection with its performance, except in cases provided for by the legislation of the Republic of Uzbekistan and/or the terms of the Agreement (including the transfer of information to credit bureaus and registers).

## **12. BORROWER'S CONFIRMATIONS**

12.1. The Borrower hereby confirms that:

a) it is a duly established and registered legal entity under the legislation of the Republic of Uzbekistan, possessing all necessary special permits (licenses) to conduct its activities;

b) has ownership or other proprietary rights over its property and other assets;

c) The persons who have executed the Agreement are duly authorized to do so in accordance with the Borrower's charter and other governing documents, and the Borrower has the right to perform the obligations stipulated by the Agreement, and such obligations are valid and enforceable against it in accordance with the applicable law;

d) The acceptance of the Agreement and its performance do not contravene the legislation of the Republic of Uzbekistan, the Borrower's charter documents, or any other agreements with third parties to which the Borrower is a party;

e) All necessary permits, licenses, authorizations, exemptions, registrations, notarizations, and other actions required to give the Borrower's obligations legal force have been obtained and are in effect;

f) No administrative or judicial actions have been initiated against the Borrower, and there are no outstanding obligations to third parties that could materially affect the Borrower's operations or its performance of obligations under the Agreement.

## **13. NOTICES, COMMUNICATION CHANNELS, AND ADVERTISING**

13.1. Notices, requests, messages, and other information under the Agreement (hereinafter – Notices) may be sent by the Parties in writing, including electronically through the Mobile Application and/or other remote banking channels, as well as to the Notification Address.

13.2. Notices from the Bank sent to the Borrower via the Mobile Application, SMS messages, email, push notifications, or other electronic communication channels specified by the Borrower and/or used within the Remote Banking Service shall be deemed duly sent and received by the Borrower from the moment they are displayed in the Mobile Application or sent to the Notification Address, regardless of the Borrower's actual review of such Notice, unless otherwise provided by the legislation of the Republic of Uzbekistan.

13.3. The Borrower undertakes to ensure that its Notification Address is kept up to date and to promptly notify the Bank of any changes thereto. The Borrower bears the risk of not receiving Notices due to providing inaccurate or outdated contact information.

13.4. The Borrower consents to receiving informational and promotional materials from the Bank (SMS messages, emails, push notifications, voice messages, and other messages) through the communication channels specified by the Borrower, with the right to opt out of such communications in the manner provided by the Bank.

13.5. The Bank provides the Borrower with the means to contact the Bank on matters related to the conclusion and performance of the Agreement through feedback channels, including (but not limited to) the contact center phone, email, and the Bank's Mobile Application, and ensures the operation of these channels and the consideration of the Borrower's inquiries.

#### **14. REVOCATION (CANCELLATION) OF THE OFFER AND FINAL PROVISIONS**

14.1. The Bank shall have the right to withdraw (cancel) this Offer at any time by posting a notice in the Mobile Application and/or on the Bank's official website.

14.2. From the day following the posting of the notice of Offer cancellation, the Offer shall be deemed withdrawn, and any acceptances received by the Bank from that day shall not be considered.

14.3. Agreements concluded prior to the day of the Offer's withdrawal shall remain in effect under the terms of the respective concluded agreements (Offer + Individual Terms).

14.4. This Offer is valid until its withdrawal by the Bank and applies to all agreements concluded through acceptance of the Offer during its validity period.

14.5. The Parties acknowledge that the electronic form of the Offer, the Individual Loan Terms, as well as the Agreement concluded by accepting the Offer in the Mobile Application, shall have the same legal force as paper documents, and the electronic version of the Agreement and the Bank's accounting system data shall prevail in resolving disputes and confirming the rights and obligations of the Parties, unless otherwise provided by the legislation of the Republic of Uzbekistan.

14.6. The invalidity or unenforceability of any provision of this Offer shall not affect the validity of the Offer or the Agreement as a whole.

#### **15. BANK DETAILS**

**JSC "InFinBank"**

**TAX ID: 206942764, MFO: 01041, OKED: 64190**

**address: 100000, Tashkent city, Mustakillik avenue, 17 B**

**tel.: (71) 202-50-60**

**fax: (71) 140-50-70**