

PUBLIC OFFER
for the provision of a modular loan (business overdraft) online
using the “INFINBANK” mobile app

This public offer (hereinafter referred to as the “**Offer**”) has been prepared for the purpose of entering into an online agreement for the provision of a modular loan (business overdraft) between Joint-Stock Company “Invest Finance Bank” (hereinafter referred to as the “**Bank**”), on the one hand, and a legal entity or sole proprietor (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 electronically in the Mobile App and/or on the Bank’s official websites and constitutes a public offer to enter into an agreement on the terms set forth in this Offer and the Individual Loan Terms and Conditions.

1. GENERAL PROVISIONS AND PROCEDURES FOR ENTERING INTO AN AGREEMENT

1.1. This Offer constitutes 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 App; and
- confirming agreement to the Individual Loan Terms and Conditions using the method provided by the Bank in the Mobile App (including via SMS confirmation, a one-time code, an electronic signature, confirmation within the Mobile App interface, or any other method provided by the Bank).

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

1.4. The Borrower’s acceptance of the Offer serves as the basis for the Bank to review the loan application, conduct a credit score assessment, and perform other checks. The Bank has the right, at its discretion, to:

- approve the loan application and provide the Borrower with the Individual Loan Terms;
- or
- deny approval of or refuse to grant the loan, in whole or in part.

1.5. The Borrower acknowledges 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 consequences;

c) is aware that it is impossible to obtain a loan without providing the Bank with information about the Borrower and consents to the provision, processing, and collection of such information from available sources;

d) is aware that transactions and interactions under the Agreement are conducted via the Internet, and that the Borrower has the necessary software and constant access to the Internet;

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

f) understands that submitting an application and confirming the Individual Terms and Conditions constitute 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 the scoring models, stop factors, and assessment parameters constitute the Bank’s trade secrets and confidential information.

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

- failure to pass the Bank's scoring and/or checks;
- the existence of current delinquent debt on loans, leases, guarantees, or other obligations equivalent to credit transactions;
- the existence of restrictions or risk indicators identified by the Bank;
- the existence of a credit file or account restrictions (including "Credit File-2")—until such circumstances are resolved.

1.8. For questions regarding the Offer and lending, the Borrower may contact the Bank by phone at +998971-202-50-60 or by email at 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 Borrower's name (demand accounts, savings accounts, term deposit accounts, loan accounts, and others).

Mobile App — software provided by INFINBANK that allows the Borrower to conduct banking transactions and interact with the Bank remotely.

Loan/Modular Loan (Business Overdraft) — a loan product with a standardized approval process, where the Bank makes its decision using a credit pipeline/scoring system.

Loan Application—an application for a loan submitted by the Borrower via the Mobile App.

Scoring—a set of checks and assessments used by the Bank to make a decision on the application and determine the loan terms.

Individual Loan Terms — the terms of the loan established by the Bank and presented to the Borrower in the Mobile App prior to receiving the loan (including the amount/limit, term, interest rate, repayment schedule/procedure, fees, and other material terms).

Acceptance—the full and unconditional acceptance of the Offer and the Individual Loan Terms in the manner provided for in this Offer and the Mobile App.

Notification Address—the Borrower's email address and/or mobile phone number provided by the Borrower upon registration in the Mobile App, specified in the Individual Loan Terms, and/or communicated to the Bank by other means used within the framework of the Remote Banking System.

Notice—any notification, message, demand, information, or other communication sent by the Bank or the Borrower under the Agreement in the manner provided for in this Offer.

Business Day—a day on which the Bank conducts business in accordance with the laws of the Republic of Uzbekistan.

Operating Day—a Business Day of the Bank from 9:00 a.m. to 5:00 p.m. (Uzbekistan time), unless otherwise provided by law and/or the Bank's internal rules.

3. SUBJECT OF THE OFFER

3.1. Subject to approval of the loan application, the Bank agrees 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) under the terms of this Offer and the Individual Loan Terms.

3.2. The loan shall be disbursed by crediting the loan proceeds to the Borrower's demand deposit account (or another account held by the Borrower with the Bank, as specified in the Individual Loan Terms).

4. LOAN TERMS AND COLLATERAL REQUIREMENTS

4.1. The maximum loan amount (limit) that the Bank may provide 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 credit **scoring and verification** 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 App):

- 90 (ninety) calendar days;
- 12 (twelve) months;
- 36 (thirty-six) months.

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

- for a 90-day term—the principal is repaid on the final date, and interest is paid monthly;
- for a 12-month term—the principal and interest are paid monthly;
- for a 36-month term—the principal and interest are paid monthly.

4.4. Interest is calculated on the actual outstanding loan balance based on the actual number of days the loan is outstanding, using an annual base period of 365 days. Interest is paid once a month, on the 15th, beginning the month after the loan is granted, with the final payment due on the loan's final repayment date (unless otherwise specified in the Individual Loan Terms).

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

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

The interest rate on past-due debt is set at **1.5 (one and a half) times** the rate applicable to current debt, effective from the date the debt becomes past due, unless otherwise specified in the Individual Loan Terms and Conditions.

4.6. A reassessment of the interest rate and/or other Individual Terms at the Bank's initiative is allowed only by agreement of the Parties, formalized in the manner provided for by the Mobile App and/or in the form of a supplemental agreement (including in electronic form, if accepted by the Bank).

4.7. The Borrower consents to the Bank providing and receiving information regarding the terms of conclusion, collateralization, and performance of obligations under the Agreement to the National Credit Information Institute, credit bureaus—including Credit Bureau "Credit and Information Analytical Center" LLC—as well as other organizations/registers to the extent permitted by law.

4.8. The Borrower authorizes the Bank to enter information regarding the property provided as collateral into the Pledge Register in accordance with the procedure set forth in the Law of the Republic of Uzbekistan "On the Pledge Register" (including pursuant to Article 10 of said Law), provided that collateral is available.

4.9. SECURITY TERMS.

4.9.1. The Borrower's performance of its obligations under the Agreement is secured simultaneously by the following types of collateral:

- a) an insurance policy covering the Bank's loan portfolio;
- b) a pledge of the Borrower's rights to funds held in and deposited into the Borrower's accounts.

4.9.2. The total amount of collateral must not be less than 125% (130% for parties affiliated with the Bank) of the outstanding loan balance.

If:

- The borrower becomes a party affiliated with the Bank after the loan is disbursed, and
- The existing collateral for the loan amounts to less than 130% of the outstanding loan balance,

The Borrower shall provide additional collateral satisfactory to the Bank, which, together with other (existing) collateral for the loan, shall secure at least 130% of the outstanding loan balance. The Borrower shall provide such additional collateral within 30 (thirty) banking days from the date the Bank issues the relevant request.

4.9.3. To secure the proper performance of all of the Borrower's obligations under the Agreement, the Borrower (Pledgor) pledges to the Bank (Pledgee) the property rights (rights of claim) belonging to the Borrower against the Bank and other banks where the Borrower has accounts, with respect to funds held as of the date of this Agreement and funds to be received in the future into all of the

Borrower's bank accounts opened with InFinBank, JSC and other banks during the term of this Agreement (hereinafter referred to as the "Collateral").

4.9.4. The value of the Subject of the Pledge shall be determined by agreement of the Parties at 75% of the loan amount.

4.9.5. The Subject of the Pledge provided for in this paragraph secures the performance of all of the Borrower's monetary obligations under the Agreement, including obligations to repay the loan amount, pay interest, liquidated damages, commissions, penalties, the Bank's expenses related to debt collection, as well as other payments provided for in the Agreement.

4.9.6. By accepting this Offer, the Borrower confirms its consent to enter into a pledge agreement for property rights under the terms set forth in this section of the Agreement, without the need to sign a separate hard-copy pledge document.

4.9.7. The Borrower confirms that it holds the property rights constituting the collateral and warrants that, as of the date of execution of the Agreement, such rights have not been pledged, assigned, seized, or encumbered by the rights of third parties, unless otherwise expressly provided for in the Agreement.

4.9.8. During the term of the Agreement, the Borrower may not take any actions aimed at terminating the pledged property rights or reducing their value, including closing bank accounts whose claims are subject to the pledge, without the Bank's prior written consent.

4.9.9. The closure of the relevant bank account or any other termination of the pledged property right does not release the Borrower from fulfilling its obligations under the Agreement and constitutes grounds for the Bank to demand the provision of other equivalent collateral.

4.9.10. Funds credited to the Borrower's bank accounts, the claims to which are subject to a pledge, shall be included in the collateral under this Agreement without the need to enter into a supplementary agreement or execute a separate document, provided that the relevant bank account and the pledged property right remain in effect.

4.9.11. The Borrower grants the Bank irrevocable consent to record and monitor the pledged property rights, as well as to take the actions provided for by law and the Agreement that are necessary to ensure the validity and enforcement of the pledge.

4.9.12. In the event of the Borrower's failure to perform or improper performance of its obligations under the Agreement, the Bank shall have the right to foreclose on the collateral in accordance with the procedure established by the laws of the Republic of Uzbekistan and the Agreement. In doing so, the Bank shall be entitled to use the methods of realizing the pledged property rights provided for by law, including directing the funds received as a result of the realization or enforcement of the pledged right toward the repayment of the Borrower's debt under the Agreement.

4.9.13. In the event of termination, invalidity, a decrease in value, or any other deterioration in the condition of any of the types of collateral provided, as well as in the event that the Borrower takes actions resulting in the termination of the pledged property rights or a decrease in their value, the Borrower shall, at the Bank's request, provide the Bank with additional or other equivalent collateral acceptable to the Bank no later than 30 (thirty) banking days. Failure to comply with this requirement within the specified time period constitutes a breach of the Borrower's obligations and shall entail the consequences provided for in the Agreement and the laws of the Republic of Uzbekistan.

4.9.14. The Parties have agreed that, in the event of the Borrower's failure to perform or improper performance of its obligations under the Agreement (default), the Collateral shall be foreclosed upon through extrajudicial proceedings in the cases and in accordance with the procedures permitted by the laws of the Republic of Uzbekistan.

If the Bank acquires the right to foreclose on the Collateral, the pledged property rights shall be realized as follows:

a) with respect to the property rights (claims) of the Borrower against JSC "InFinBank" with respect to the Borrower's bank accounts—in accordance with the procedure provided for by the legislation of the Republic of Uzbekistan and this Agreement, by directing the funds due to the Borrower in the relevant bank accounts toward the repayment of the Borrower's debt to the Bank up to the amount of such debt;

(b) with respect to the Borrower's property rights (rights of claim) against other banks in connection with the Borrower's bank accounts—through the assignment by the Borrower (Pledgor)

to the Bank (Pledgee) of the relevant rights of claim in accordance with Article 30 of the Law of the Republic of Uzbekistan “On Pledge.”

In the case provided for in subparagraph “b” of this paragraph, the Borrower is obligated, upon the Bank’s first demand, to ensure the conclusion of an agreement assigning the relevant claims against another bank and to take all necessary actions to transfer such rights to the Bank, including signing the necessary documents and sending a notice of assignment of the claim to the relevant bank.

The assignment agreement must be executed by the Borrower no later than 3 (three) business days from the date of receipt of the Bank’s demand, unless a different deadline is specified in the Bank’s demand.

4.9.15. Collateral may be replaced only with the Bank’s consent. If the Borrower initiates the replacement of collateral, the Borrower agrees to pay a fee for the replacement of collateral in the amount set by the Bank at the time of the replacement.

5. SETTLEMENT AND DEBIT PROCEDURES

5.1. Unless otherwise provided for in the Agreement, settlements shall be governed by the terms of the banking services agreement/bank account agreement and the Bank’s internal rules.

5.2. The Borrower grants the Bank an irrevocable and unconditional right to debit (including by way of non-acceptance debit) funds from all accounts of the Borrower opened with the Bank (including accounts opened in the future) towards repayment of the indebtedness under the Agreement (principal debt, interest, commissions, penalties and other payments), in the cases and in the manner prescribed by applicable 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 a payment made by the Borrower is insufficient to fulfill the obligations under the loan, the Borrower’s indebtedness shall be repaid in the following order of priority:

- 1) overdue principal debt and overdue interest payments, proportionately;
- 2) interest accrued for the current period and principal debt due for the current period;
- 3) penalties (fines and late payment charges);
- 4) other expenses of the Bank related to the repayment of the indebtedness.

5.4. Payments shall be deemed made upon the actual receipt of funds into the Bank’s account designated for loan repayment.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Bank shall:

6.1.1. Upon approval of the application, provide the loan in accordance with the terms and conditions of the Agreement.

6.1.2. Maintain records of loan transactions and accruals.

6.1.3. To the extent technically feasible, inform the Borrower of accruals and payments through the Mobile Application and/or other remote banking service channels.

6.1.4. If, after the loan repayment schedule has been established, the dates and deadlines for loan payments or the amounts of interim loan payments change due to a change in the commencement dates of loan financing or a revision by the Parties of the terms and conditions of the loan agreement (including loan restructuring), or due to partial early repayment of the loan by the Borrower, the Bank shall revise the loan repayment schedule and provide the revised schedule to the Borrower. Upon revision of the loan repayment schedule, the previously effective loan repayment schedule shall cease to be valid.

6.2. The Borrower shall:

6.2.1. Comply with the principles of lending: timeliness, repayment, payment of interest, and security.

6.2.2. Repay the indebtedness under the Agreement in a timely manner in accordance with the Individual Loan Terms.

6.2.3. Repay all amounts due to the Bank under the Agreement in the currency of the loan.

6.2.4. Grant the Bank an irrevocable and unconditional right to debit funds from demand deposit accounts, as well as from any other accounts of the Borrower, if any, whether currently existing or opened in the future, to repay the loan indebtedness, including the principal amount, interest, and penalties due for payment.

6.2.5. At the Bank's request, provide accounting, statistical, and other reports and information on the Borrower's financial and business activities in the form and within the time limits established by applicable law and/or specified by the Bank, as well as any other documents that the Bank may reasonably request during the term of the Agreement for the purposes of monitoring and assessing the performance of obligations.

6.2.6. Refrain from carrying out any business or legal transactions that may in any way adversely affect the Borrower's business activities, as well as transactions that are contrary to the Borrower's charter or adversely affect the Borrower's creditworthiness with the Bank.

6.2.7. Notify the Bank in advance, but no later than 10 calendar days before the event, of any proposed reorganization or material changes in legal status (where applicable).

6.2.8. Notify the Bank two (2) months before the anticipated commencement date of voluntary liquidation or bankruptcy proceedings.

6.2.9. Repay all indebtedness owed to the Bank under the Agreement before commencing voluntary liquidation proceedings.

6.2.10. Refrain from entering into transactions that may materially adversely affect the Borrower's financial condition and/or performance of its obligations under the Agreement, as well as transactions that violate the legislation of the Republic of Uzbekistan.

6.2.11. In the event of the termination of the Borrower's activities or its reorganization, ensure that its legal successor fulfils the obligations; if there is no legal successor, immediately repay the loan and interest.

6.2.12. If the Borrower fails to provide the documents or information requested by the Bank pursuant to 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 the loan funds efficiently in accordance with financial and banking regulations, administrative requirements, and established practices;

b) obtain and renew, in a timely manner, all permits and licenses necessary for carrying out its activities and fulfilling the terms and conditions of the Agreement.

6.2.14. During the term of the Agreement, the Borrower shall not, without the Bank's prior consent:

a) obtain loans from third parties on terms that may grant such third parties a priority right of claim 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 under which all or a substantial part of the Borrower's business activities or assets will be managed by a third party;

d) reorganize or liquidate its business activities;

e) reduce its capital, repurchase its shares, or distribute profits;

f) make material amendments to its constitutional documents or permit any such material amendments, including, but not limited to, changes in the composition of its founders/shareholders or ownership interests, without the Bank's prior written consent;

g) pay dividends or distribute profits in any form;

h) enter into transactions with affiliated parties on non-market terms;

i) transfer its property free of charge or dispose of its assets without equivalent consideration;

j) forgive accounts receivable or waive claims against third parties;

k) take any other actions, regardless of their legal form, that may result in a reduction in the Borrower's net assets or equity or a deterioration in its financial condition.

Any breach by the Borrower of the provisions of this Clause shall constitute a material breach of the Agreement and entitle the Bank to demand early repayment of the loan.

6.2.15. Arrange and provide to the Bank the security stipulated in Clause 4.9 of this Agreement in accordance with the procedure established by applicable law and this Agreement.

6.2.16. Notify each relevant bank with which the Borrower maintains an account of the pledge, in favor of JSC “InFinBank”, of the aforementioned property rights (rights of claim) and, at the Bank’s request, provide documents confirming that such notice has been sent to and received by the relevant bank. If the Borrower opens new bank accounts with other banks during the term of the Agreement, the Borrower shall notify the relevant bank of the existing pledge within three (3) business days from the date of opening such account and provide JSC “InFinBank” with confirmation of such notification.

The Borrower shall also, at the request of JSC “InFinBank”, take any other actions necessary to ensure the validity of the pledged property rights and the possibility of enforcing the pledge against such rights in accordance with the legislation of the Republic of Uzbekistan and the Agreement.

6.2.17. The Borrower undertakes, prior to receiving the loan, to obtain and ensure the continued validity throughout the term of the Agreement of all corporate resolutions, consents, approvals, authorizations, and other documents required under the legislation of the Republic of Uzbekistan, the Borrower’s constitutional documents, and the Borrower’s internal documents for:

a) entering into and performing the Agreement, obtaining the loan, and assuming the obligations stipulated in the Agreement;

b) pledging the property rights (rights of claim) specified in Clause 4.9 of the Agreement;

c) assigning the pledged property rights (rights of claim) to the Bank in the cases provided for in the Agreement;

d) carrying out any other actions and transactions provided for in the Agreement and related to securing and performing the Borrower’s obligations to the Bank.

6.2.18. The Borrower undertakes to ensure that the execution and performance of the Agreement, receipt of the loan, provision of the Collateral, and assignment of the pledged property rights (rights of claim) are duly approved by the relevant governing body of the Borrower in cases where such approval is required under the legislation of the Republic of Uzbekistan, the Borrower’s constitutional documents, or its internal documents, including where the relevant transaction constitutes a major transaction, a related-party transaction (a transaction with an affiliated party), or any other transaction requiring special corporate approval.

6.2.19. At the Bank’s request, the Borrower shall provide the Bank with resolutions of the general meeting of participants (shareholders), the supervisory board, the sole participant (shareholder), the owner, or any other authorized body of the Borrower, as well as any other documents confirming that the necessary corporate authority, consents, and approvals have been obtained for the execution and performance of the Agreement and the performance of the transactions and actions stipulated therein.

6.2.20. The Borrower undertakes to notify the Bank immediately of any circumstances arising as a result of which the execution or further performance of the Agreement, provision of security, or assignment of the pledged property rights (rights of claim) requires an additional corporate resolution, consent, authorization, or approval, and to ensure that such resolution, consent, authorization, or approval is obtained before the relevant action is taken.

6.2.21. The Borrower undertakes not to adopt or permit the adoption of any corporate resolutions, amendments to its constitutional or internal documents, or take any other actions that restrict the authority of the Borrower or its governing bodies to perform obligations under the Agreement, provide or maintain security, or exercise the Bank’s rights under the Agreement.

6.2.22. The Borrower undertakes to ensure that all corporate resolutions, consents, approvals, authorizations, and powers necessary for the execution and performance of the Agreement and the security documents remain legally valid throughout the entire period during which the relevant resolution, consent, approval, authorization, or power is required for the performance of the Borrower’s obligations to the Bank.

6.3. The Bank shall have the right to:

6.3.1. Refuse to grant the loan and/or suspend the disbursement or drawdown of the loan where grounds for doing so exist as provided for in this Offer, the Individual Terms, and/or applicable law.

6.3.2. In the event of the Borrower's breach of the terms and conditions of the Agreement, debit funds without the Borrower's acceptance from any of the Borrower's accounts to repay all outstanding indebtedness, including the principal amount, accrued interest, and other loan-related payments.

6.3.3. Transfer and obtain information about the Borrower and its obligations from credit bureaus and other organizations in accordance with the procedure set out in Clauses 4.7–4.8 of this Offer.

6.3.4. Demand early repayment in the cases provided for in Section VIII of this Offer.

6.4. The Borrower shall have the right to:

6.4.1. Receive funds under the Agreement on the terms and in the amounts stipulated in the Agreement.

6.4.2. Repay the principal amount of the loan ahead of schedule, taking into account interest accrued but unpaid as of the date of early repayment for the period of actual use of the loan, as well as any other loan-related payments.

6.4.3. Decline to receive the loan free of charge after the conclusion of 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 of the loan.

7. LIABILITY

7.1. In the event of a breach by the Borrower of any obligations stipulated in this Agreement (except for obligations for which liability is expressly governed by other provisions of this Agreement), the Bank shall be entitled to recover from the Borrower a penalty of 0.1% of the outstanding loan indebtedness for each breach.

7.2. If the loan is not granted or is granted late 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 one (1) Basic Calculation Value (BCV).

7.3. The Bank shall not be liable for the Borrower's failure to perform or improper performance of its obligations caused by technical failures of equipment, software, communication channels, Internet connection, mobile network operators, or other circumstances beyond the Bank's control, provided that the Bank has acted in good faith and reasonably.

8. EARLY ENFORCEMENT (EARLY REPAYMENT AT THE BANK'S DEMAND)

8.1. The Bank shall have the right to demand immediate early repayment by the Borrower of the loan principal and all other amounts due, and to file a corresponding claim with a court for early recovery, if any of the following events occurs and continues:

a) The Borrower becomes unable to repay its debts or fails to repay its loan debts when due, and such event continues for 60 calendar days from the date of the payment default;

b) The Borrower fails to fulfil its obligations under this Loan Agreement (including failure to make payments in accordance with the payment schedule) and/or under any other agreement, including pledge agreements, surety agreements, and other agreements, and such failure continues for five (5) business days after the Bank has notified the Borrower of the non-performance;

c) The Borrower defaults on any indebtedness other than the Loan or under any agreement pursuant to which any such indebtedness of the Borrower remains unpaid when due;

d) The security for the Loan, or any part thereof, ceases to be legally valid in respect of the obligations under the Agreement;

e) Any government authority confiscates, nationalizes, or otherwise expropriates all or any substantial part of the Borrower's property or other assets, or its charter capital, or takes custody or control of the Borrower's property or other assets, or its business, operations, or charter capital, or takes any action to dissolve or terminate the existence of the Borrower, or takes any action that prevents the Borrower or its employees from continuing all or a substantial part of its business or operations;

- f) Any claim or proceedings are brought against the Borrower or third parties in any way related to the Borrower, as a result of which any of the Borrower's property may be distributed among its creditors;
- g) The Borrower fails to fulfil the obligations specified in Clause 6.2 within the time limits stipulated therein;
- h) Enforcement is levied against the Borrower's property or such property is seized;
- i) Any events occur that, in the Bank's opinion, may seriously affect the Borrower's ability to fulfil its payment obligations to the Bank;
- j) Any reduction of capital, reorganization, merger, transfer of property, division, or liquidation of the Borrower, or distribution of profits, takes place without the Bank's prior written consent;
- k) The Borrower's financial condition deteriorates, in the opinion of the Bank and/or audit firms;
- l) Any legislative or regulatory provisions are introduced that affect the Borrower's ability to fulfil any of its obligations under the Agreement;
- m) Any permits, licenses, registrations, certificates, or similar authorizations required for the proper performance of the Borrower's obligations under the Agreement cease to be valid;
- n) The Borrower becomes unable to fulfil its payment obligations, bankruptcy proceedings are initiated against the Borrower, or the Borrower is declared bankrupt;
- o) The Borrower fails to fulfil any other obligation under the Agreement;
- p) Any competent authority takes any action to dissolve or terminate the existence of the Borrower, suspend its operations, or take any other action having a similar effect on the Borrower;
- q) Any representations made by the Borrower under Section 12 of the Agreement prove to be false and/or misleading.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. The provisions of this Offer shall be governed exclusively by the applicable laws 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 heard by a court in accordance with the jurisdictional rules established by the applicable legislation of the Republic of Uzbekistan, without prejudice to the Borrower's right to judicial protection.

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

- either by a court at the location of the Bank as a legal entity;
- or by a court at the 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 the Arbitration Court at the Tashkent City Department of the Chamber of Commerce and Industry of the Republic of Uzbekistan, where permitted by the legislation of the Republic of Uzbekistan;
- or by the Arbitration Court at the Association of Arbitration Courts of Uzbekistan and its regional branches.

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

9.4. In cases provided for by applicable law, the Borrower agrees that the Bank may recover the loan indebtedness on the basis of a notary's writ of execution. The Parties acknowledge that this Agreement and the obligations arising hereunder constitute sufficient grounds for the issuance of a notary's writ of execution.

10. FORCE MAJEURE

10.1. The Parties shall be released from liability for the total or partial failure to perform their obligations due to force majeure circumstances (floods, fires, earthquakes, and other natural disasters) arising after the conclusion of the Agreement, which could not have been foreseen or prevented by reasonable measures.

10.2. The Party affected by force majeure circumstances shall immediately notify the other Party. The time limits for the performance of obligations shall be extended proportionately to the duration of such circumstances.

11. CONFIDENTIALITY

11.1. The Parties undertake to maintain the confidentiality of the terms and conditions 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 and conditions of the Agreement (including the transfer of information to credit bureaus and registers).

12. BORROWER'S AFFIRMATION

12.1. The Borrower hereby confirms that:

- a) it is a legal entity duly established and registered under the laws of the Republic of Uzbekistan and holds all necessary special permits (licenses) to carry out its activities;
- b) it has ownership rights or other rights in rem to the property and other assets belonging to it;
- c) the persons who accepted the Agreement are duly authorized to do so in accordance with the Borrower's constitutional and other documents, and the Borrower has the right to perform the obligations stipulated in the Agreement, and such obligations are valid and enforceable against it under applicable law;
- d) acceptance and performance of the Agreement do not violate the legislation of the Republic of Uzbekistan, the Borrower's constitutional 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 legal effect to the Borrower's obligations have been obtained or completed and are in force;
- f) no administrative or judicial proceedings have been initiated against the Borrower, and there are no outstanding obligations to third parties that could materially affect the Borrower's business activities or its performance of obligations under the Agreement.

12.2. By accepting this Offer, the Borrower gives its consent to the Bank, as a user of credit information, to receive from credit bureaus of the Republic of Uzbekistan a credit report on the Borrower containing credit information to the extent provided for by the legislation of the Republic of Uzbekistan.

On the basis of this consent, the Bank shall be entitled to request and obtain a credit report on the Borrower both during the review of the application and conclusion of this Agreement and repeatedly throughout the entire term of this Agreement, without the need to obtain separate consent from the Borrower for each such request, for the purposes of assessing the Borrower's creditworthiness, financial condition, and solvency, assessing credit risk, and monitoring the Borrower's performance of its obligations under this Agreement.

This consent is granted by accepting this Offer. The date on which the consent is granted shall be the date of acceptance of this Offer. The consent shall remain valid throughout the entire term of this Agreement.

13. NOTIFICATIONS, COMMUNICATION CHANNELS AND ADVERTISING

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

13.2. Notifications 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 framework of remote banking services shall be deemed to have been 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 whether the Borrower has actually read or reviewed such Notifications, unless otherwise provided for by the legislation of the Republic of Uzbekistan.

13.3. The Borrower undertakes to keep its Notification Address up to date and to notify the Bank immediately of any changes thereto. The risk of non-receipt of Notices resulting from the provision of inaccurate or outdated contact details shall be borne by the Borrower.

13.4. The Borrower consents to receiving informational and advertising 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 mailings using the method prescribed by the Bank.

13.5. The Bank shall provide the Borrower with means of contacting the Bank regarding matters related to the conclusion and performance of the Agreement through feedback channels, including but not limited to the contact center telephone number, email, and the Bank’s Mobile Application. The Bank shall also ensure the operation of these channels and the handling of the Borrower’s inquiries.

14. WITHDRAWAL (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. As of the day following the date on which the notice of cancellation of the Offer is posted, the Offer shall be deemed withdrawn, and any acceptances received on or after that date shall not be considered by the Bank.

14.3. Agreements concluded before the date of withdrawal of the Offer shall remain in force under the terms and conditions of the respective agreements concluded (Offer + Individual Terms).

14.4. This Offer shall remain in effect until withdrawn by the Bank and shall apply to all agreements concluded by acceptance of the Offer during its effective period.

14.5. The Parties acknowledge that the electronic form of the Offer, the Individual Loan Terms, and the Agreement concluded by acceptance of the Offer in the Mobile Application has the same legal force as paper documents. The electronic version of the Agreement and the data contained in the Bank’s accounting systems shall prevail in the resolution of disputes and confirmation of the rights and obligations of the Parties, unless otherwise provided for by the legislation of the Republic of Uzbekistan.

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

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