

PUBLIC OFFER

to individuals for entering into an agreement on the opening and maintenance of an escrow account in national currency

1. GENERAL PROVISIONS

1.1. Joint-Stock Company "Invest Finance Bank" (hereinafter referred to as the "**Bank**") provides individuals (hereinafter referred to as the "Client") who have accepted this offer with services for opening and maintaining an escrow account (hereinafter referred to as the "escrow account" or "account") for the purpose of making settlements under purchase and sale agreements for **real estate objects, motor vehicles belonging to categories M, N, O, and G, and special motor vehicles (hereinafter referred to as the "purchase and sale agreement")**, with the exception of purchase and sale agreements executed on the basis of investment agreements for residential construction.

1.2. This public offer has been developed in accordance with the "**Regulation on the procedure for electronic data exchange between notaries and banks for the implementation of settlements under purchase and sale agreements for real estate and vehicles**" (registered by the Ministry of Justice of the Republic of Uzbekistan under No. 3790 dated March 16, 2026) (hereinafter referred to as the "**Regulation**") and constitutes a special regime bank account agreement (escrow).

1.3. The subject of this agreement is:

- Opening of an escrow account for the Client with the Bank;
- Acceptance by the Bank of the Client's funds into the escrow account;
- Transfer of funds from the escrow account to the account of the seller or their representative in accordance with the established procedure under purchase and sale agreements.

1.4. The escrow account:

- is not a deposit;
- does not provide for the accrual of interest;
- is used exclusively for the targeted settlements specified in clause 1.1. of this offer.

1.5. The escrow account is opened and maintained in the form of an electronic wallet in the Bank's mobile application. Such a wallet is recognized as a special regime bank account (escrow).

1.6. Services under this agreement are provided by the Bank subject to the timely payment of the Bank's services by the Client and the fulfillment by the Client of all obligations assumed under this agreement.

1.7. The Bank is not a party to the purchase and sale agreement.

1.8. By accepting this Offer, the Client gives the Bank an unconditional and irrevocable instruction:

- to block funds credited to the escrow account;
- to restrict the Client's access to such funds;
- for the subsequent automatic debiting of funds upon the occurrence of the conditions provided for by this Offer, without additional instruction, confirmation, or notification to the Client.

1.9. Funds on the escrow account shall not be used by the Client for any purposes other than payment under the purchase and sale agreement.

1.10. In the event of a deferment of payment obligations under the purchase and sale agreement, the Client or their representative shall deposit the agreed (initial) funds into the corresponding escrow account.

1.11. In the event of full or partial financing of the purchase and sale agreement through the Bank's credit funds, the Bank shall provide the notary with electronic information regarding this, and the credit funds shall be transferred programmatically to the account of the seller or their representative within one business day after receiving information on the notarial certification of the purchase and sale agreement (on the next business day if the information is received after the end of the business day).

1.12. Upon the Bank's crediting of the client's funds to the escrow account, the electronic data specified in Appendix No. 2 to the Regulation shall be generated in the Bank's automated banking system (ABS).

1.13. For the purposes of this Offer, "**System**" shall mean the **automated information system "Notary,"** which ensures the electronic exchange of data between notaries and banks in accordance with the Regulation. Data received by the Bank from the System shall be considered authentic and sufficient for conducting operations on the escrow account.

1.14. Upon receiving information from the System regarding the notarial certification of the purchase and sale agreement, the Bank shall, via a programmatic memorial order, automatically transfer funds from the escrow account of the client or their representative to the account(s) of the seller or their representative on the same banking business day (on the next business day if the information is received after the end of the business day). In the event that there are two or more sellers or their representatives, the specific amount of funds shall be indicated for each of them individually.

1.15. In the event that the notary fails to provide the Bank through the System with information regarding the notarial certification of the purchase and sale agreement and the relevant documents according to the Regulation (the List of information submitted by notaries to the Bank's electronic system), the Bank shall return the funds held in the escrow account to the Client based on a corresponding application from the Client.

1.16. The return of funds to the Client in the event that the purchase and sale transaction is not carried out shall be executed by the Bank in the same form in which such funds were deposited by the Client into the escrow account (cash or non-cash).

1.17. The Client's withdrawal of consent to the execution of this agreement after the occurrence of the conditions for the transfer of funds shall have no legal force.

2. PROCEDURE FOR CONCLUDING THE AGREEMENT

2.1. This agreement is concluded with individual clients under the terms of a public offer. Acceptance (consent to conclude this agreement) shall be the submission of an Application by the individual to the Bank in the form prescribed in Appendix No. 1 to this public offer. This agreement shall be deemed concluded at the moment of its acceptance by the Client and the opening of the escrow account for the Client.

2.2. The opening of an escrow account is carried out exclusively upon the personal application of the Client to a subdivision of the Bank. Identification of the Client is carried out in their personal presence.

2.3. The opening of an escrow account is carried out on the basis of the Client's Application and the performance of procedures for identification and (if necessary) verification of the Client's identity in accordance with the requirements of the legislation of the Republic of Uzbekistan.

The Client's identity may be confirmed:

- (i) by presenting the original identity document in hard copy; and/or
- (ii) by providing an electronic identity document through the Unified Portal of Interactive Public Services (my.gov.uz) and (or) the "Ijtimoiy Karta" (Social Card) mobile application.

Electronic documents and information obtained by these methods are recognized as equivalent to hard-copy documents and shall be accepted by the Bank without fail.

The Bank reserves the right to refuse to open an escrow account or to request additional information and documents, as well as to perform other verification actions in case of doubts regarding the reliability of the provided data or the need to comply with the requirements of legislation on countering the legalization of proceeds from criminal activity and the financing of terrorism.

2.4. Upon the Client's application to a subdivision of the Bank, the Bank shall:

- Install the Bank's mobile application on the Client's device (if absent);
- Register the Client;
- Open an electronic wallet to be used as an escrow account.

2.5. The Bank's actions specified in clause 2.4. are carried out with the direct participation of and shall be deemed performed with the consent of the Client.

2.6. One escrow account shall be opened in the Bank for one purchase and sale agreement.

2.7. The Client confirms that, prior to signing the application for opening an escrow account, they have:

- familiarized themselves with the terms of this Offer, posted on the official website of the Bank and (or) provided in a subdivision of the Bank;
- understood the terms of this Offer.
- Shall I continue with Section 3 regarding the rights and obligations of the parties?

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

3.1. The Client shall have the right to:

- receive information regarding the status of the escrow account;
- demand the return of funds in the event that the notary fails to provide the Bank, through the System, with information on the notarial certification of the purchase and sale agreement and the relevant documents in accordance with the Regulation (the List of information submitted by notaries to the Bank's electronic system);
- receive statements for the escrow account;
- terminate the agreement in accordance with the established procedure.

3.2. The Client undertakes to:

- deposit the required amount of funds into their escrow account;
- use the escrow account strictly for its intended purpose (payment under a purchase and sale agreement);
- provide the Bank with accurate and reliable information;
- comply with the Bank's established operating hours, the procedure for processing and submitting payment documents, the requirements of current legislative acts, as well as the regulations of the Central Bank of the Republic of Uzbekistan;
- conduct settlements on the account in accordance with the current legislation of the Republic of Uzbekistan;
- verify the compliance of conducted operations with the settlement documents upon receiving information about the status of their account. In case of detecting discrepancies, distortions, or inaccuracies in the conducted operations, notify the Bank in writing no later than 2 business days from the moment of receiving such information;
- timely pay for the Bank's services according to the tariffs established by the Bank for account maintenance in effect on the day the services are rendered;

- independently bear full responsibility for the inaccuracy of information specified in the settlement and other documents provided to the Bank;
- immediately, on the same day, notify the Bank of any changes made to their identity documents, place of residence, and contact phone numbers, as well as provide copies of the identity documents;
- mandatory present an identity document when performing any operations on the account (also, for the client's representative, a power of attorney executed in the established manner);
- ensure the security and confidentiality of all identification data provided by the Bank for access to remote service channels, including logins, passwords, PIN codes, one-time passwords (OTP), SMS codes, biometric data, and other means of authentication.

4. RIGHTS AND OBLIGATIONS OF THE BANK

4.1. The Bank shall have the right to:

- debit commission fees due to the Bank in accordance with the Bank's Tariffs from any of the client's accounts on an acceptance-free basis;
- establish tariffs for the maintenance of the escrow account;
- suspend operations on the Client's escrow account or refuse to perform them in the event of facts indicating the client's violation of current legislation, legislation on countering the legalization of proceeds from criminal activity, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction, as well as violations of the procedure for processing settlement documents and the deadlines for their submission to the Bank;
- request additional information for the purpose of examining a transaction, limiting the transaction amount, restricting (refusing) a transaction, or refusing to provide service and unilaterally terminating agreements with the client if the client or their transaction falls within the scope of sanction influence or if there is a risk of falling into it;
- perform other actions aimed at fulfilling the obligations imposed on the Bank by the legislation of the Republic of Uzbekistan, as well as the regulations of the Central Bank of the Republic of Uzbekistan;
- put forward a demand for the termination of this Agreement in accordance with the procedure established by law;
- request any documents for the identification of the Client and for the maintenance of the escrow account;
- establish limits on banking operations;
- limit the functionality of the Bank's mobile application regarding the escrow account, including the prohibition of transactions and access in "view-only" mode;
- suspend the execution of operations in the event of temporary unavailability of the System until its functionality is restored.

4.2. The Client hereby agrees that the Bank, at its sole discretion and subject to mandatory prior notification of the Client at least 10 (ten) calendar days in advance by posting the relevant information on the Bank's website, may:

- make changes and additions to the Bank's Tariffs: change the amounts, procedure, and terms of payment of commission fees to the Bank and the making of other payments by the Client related to account maintenance;
- make changes and additions to this offer.

The Client is obliged to independently monitor updates to this offer and the Tariffs on the Bank's website. The posting of information on the Bank's website within the specified period shall be considered proper notification of the Client.

4.3. The Bank undertakes to:

- open an escrow account for the Client in accordance with the established procedure;
- accept and credit funds to the Client's escrow account in the manner and on the terms provided for by this agreement;
- maintain the secrecy of operations on the escrow account and the Client's information. Without the client's consent, information regarding operations on the account shall be provided to third parties only in cases provided for by the current legislation of the Republic of Uzbekistan;
- post the offer and the Bank's tariffs on the official website of the Bank at www.infinbank.com for the Client's independent familiarization with the offer and tariffs;
- provide statements from the escrow account upon the Client's request;
- transfer funds from the Client's escrow account for payment under the purchase and sale agreement in accordance with the established procedure.

5. LIABILITY OF THE PARTIES

5.1. The Client shall be liable for the inaccuracy or falsification of information in the monetary-settlement or other documentation provided by them to the Bank and is obliged to compensate the Bank for losses caused by the provision of such information.

5.2. The Bank shall not be liable for the disclosure of banking secrets when sending SMS information regarding the escrow account to the client's mobile phone, nor for the late sending of information regarding the escrow account to them, in the event of the Client's failure to timely notify the Bank of a change in the Client's phone number.

5.3. When the Client conducts operations on the escrow account online through the Bank's mobile application, the Client bears full responsibility for all operations performed on the Client's escrow account and corresponding accounts, as well as for all losses incurred as a result of the Client's negligent or intentional granting of the right of access and use of the Bank's mobile application to third parties.

5.4. In cases not provided for by this agreement, the parties (the Bank and the Client) shall be liable for the violation of obligations assumed under this agreement in accordance with the current legislation of the Republic of Uzbekistan.

5.5. The Bank shall not be liable for the Client's lost profits or losses caused by the blocking of the escrow account within the framework of the requirements of legislation on countering money laundering and the financing of terrorism and other legislative acts.

5.6. All actions performed using the Client's login, password, or mobile number shall be deemed performed by the Client themselves. The Bank shall not be liable for the consequences of the compromise of client data.

5.7. The Bank shall not be liable for the Client's losses arising as a result of the actions of third parties who gained access to the Client's data due to their disclosure by the Client themselves, including when communicating information by telephone, in messengers, social networks, through third-party websites, links, or when installing unauthorized programs.

5.8. The Bank shall not be liable for:

the actions of the notary during the certification of the purchase and sale agreement;

- delays or failures in the operation of the System;
- the failure to receive data or the incorrectness of data transmitted by the notary;
- the lawfulness of the notarially certified purchase and sale agreement.

6. FORCE MAJEURE

6.1. The parties shall be released from liability for failure to perform or improper performance of obligations under this agreement if such failure resulted from force majeure circumstances that arose after the conclusion of this agreement as a result of events of an extraordinary nature which the parties could neither foresee nor prevent by reasonable measures.

6.2. In the event of force majeure circumstances, the deadlines for the performance of obligations under this agreement shall be extended in proportion to the time during which such circumstances and their consequences remain in effect.

7. TERM OF THE AGREEMENT

7.1. This agreement shall be deemed concluded at the moment of its acceptance by the Client and the opening of an escrow account with the Bank, and shall remain in effect regarding a specific escrow account until:

- the transfer of funds to the seller (their representative) under the purchase and sale agreement;
- or the return of funds to the Client in the cases provided for by this Offer.

7.2. The Client shall have the right to refuse to perform this agreement only until the moment the Bank receives information from the System regarding the notarial certification of the purchase and sale agreement.

7.3. From the moment the Bank receives information from the System regarding the notarial certification of the purchase and sale agreement, the termination of the agreement at the initiative of the Client, as well as a demand for the return of funds, shall not be permitted.

7.4. The Bank shall have the right to refuse to perform this agreement:

- upon the existence of grounds provided for by the legislation of the Republic of Uzbekistan and this offer;
- upon the violation of the terms of this Offer by the Client.

7.5. This agreement shall be deemed terminated:

- from the moment of the transfer of funds to the seller under the purchase and sale agreement;
- or the return of funds to the Client.

7.6. The occurrence of the circumstances specified in clause 7.1. of this agreement shall constitute grounds for closing the Client's escrow account without additional instruction or notification to the Client.

8. OTHER TERMS OF THE AGREEMENT

8.1. In accordance with the requirements of the legislation on personal data, the Client grants the Bank consent to the processing of personal data for the entire duration of the agreement and for five years after its termination for the purpose of the Bank conducting its activities, the Bank's fulfillment of the terms of this agreement, and for other purposes not contradicting the legislation of the Republic of Uzbekistan.

8.2. The Client hereby expresses their consent to receive advertising materials from the Bank related to the promotion of the Bank's services through direct contacts using all means of communication, including, but not limited to: postal mail, SMS-mailing, voice mailing, email distribution, etc.

8.3. Based on the Client's application (Appendix No. 1 to this offer):

- In the absence of operations on the account for one year and the absence of a balance on the account, the Bank shall terminate the agreement and close the Client's account;
- In the absence of operations on the account for one year and the presence of a balance on the account, the balance shall be transferred by the Bank to a dormant account, after which this agreement is terminated and the Client's account is closed.

8.4. In the event that the Client does not claim the account balance within 10 years after the balance has been transferred by the Bank to a dormant account, the balance on the dormant account shall be transferred to the account "29840 - payable to the Ministry of Finance of the Republic of Uzbekistan for unclaimed deposits."

8.5. If technically feasible, the SMS-informing service is automatically activated for the Client upon opening the escrow account to send information regarding the account balance, credit/debit operations, and other necessary information to the Client's mobile phone.

8.6. In cases where the Bank suspends operations on the account, the Bank shall, no later than the next business day following the day of suspension, send the client a notification (notice) regarding the suspension of account maintenance and the reasons for it.

8.7. When performing banking operations using the account remotely, the Client is warned of the following:

- the risk of involvement in illegal operations lies with the Client;
- in the event of the Client's involvement in illegal operations, the Bank will take appropriate measures in accordance with the current legislation of the Republic of Uzbekistan.

8.8. All disputes arising from this Agreement shall be resolved by the parties through bilateral negotiations. In the event that the parties do not reach an agreement, the dispute between them shall be resolved:

- either in the court at the location of the Bank (Operational Department, branch, banking services center, depending on where the escrow account was opened for the client);
- or in a court of arbitration (treteyskiy sud): at the Chamber of Commerce and Industry (CCI) of the Republic of Uzbekistan or the Tashkent City Territorial Administration of the CCI of the Republic of Uzbekistan;
- or in a court of arbitration (treteyskiy sud) at the Association of Arbitration Courts of Uzbekistan and its territorial branches.

8.9. By accepting this Offer, the Client confirms their unconditional agreement with all terms of the Agreement and undertakes to fulfill them.

8.10. The Bank has the right to make changes to the terms of this Offer by posting a new version of this Offer and the Bank's Tariffs on the website. The changes made shall become binding on the Bank and the Client 10 calendar days after the date of their posting on the Bank's official website.

8.11. If, after the Bank posts a new version of this Offer and (or) Tariffs on the Bank's official website, the Client does not terminate this agreement and continues to use banking services (including performing operations on the account, using remote channels, or otherwise disposing of funds in the account), such behavior of the Client shall be considered acceptance of the new terms and agreement with them in full.

8.12. In the event of a contradiction between the terms of this Offer and the current legislation of the Republic of Uzbekistan, the norms of the current legislation of the Republic of Uzbekistan shall apply.

8.13. The Bank shall provide the Client with the opportunity to communicate with the Bank regarding matters related to the conclusion and execution of this agreement through feedback means, including (but not limited to): the contact center telephone, email, and the Bank's mobile application. The Bank shall ensure the functioning of the specified feedback means and the timely consideration of client requests received through them.

8.14. The failure of the Client to receive notifications sent by the Bank within the framework of this agreement, including SMS notifications, notifications through the Bank's mobile application, and other communication channels, shall not affect the validity of operations on the escrow account.

9. BANK DETAILS

JSC "InfinBank"

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