

Public Offer Contract for the issuance and servicing of corporate bank cards in the national currency

1.1. This contract for the issuance and servicing of corporate bank cards for corporate clients (hereinafter referred to as the "Contract") is a Public Offer (hereinafter referred to as the "Offer") of JSC "KDB Bank Uzbekistan" and is an official public offer to conclude a contract under the terms set forth below in accordance with part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan for all corporate clients.

1.2. The contract is considered concluded and takes effect from the moment the corporate client takes the actions specified in clause 2.2 of this Offer, which confirm the corporate client's agreement to conclude the contract under the conditions established in this Offer.

1.3. The current and previous versions of the Offer are posted on the Bank's website at: <https://kdb.uz>.

1.4. Key Terms and Definitions:

Bank – the issuing bank, Joint-Stock Company "KDB Bank Uzbekistan", including its branches.

Corporate Client/Client – legal entities, residents, and their branches, and/or representative offices, as well as natural persons who have passed state registration in the established order and are engaged in entrepreneurial activities, dehqan farms operating in the Republic of Uzbekistan, non-resident legal entities (diplomatic missions, international organizations, and their branches, representative offices, and permanent establishments of other foreign organizations not engaged in commercial activities), participants of open electronic auctions of commodity exchanges, foreign investors buying or selling shares and corporate bonds in organized markets, as well as non-resident legal entities participating in the trading of crypto assets on crypto exchanges.

Acquiring Bank – a credit institution that organizes points for accepting bank cards (terminals, ATMs) and carries out a full range of financial operations related to payments and settlements with bank cards in these points.

Acquiring – settlements with trading and service enterprises for operations using bank cards.

Corporate Bank Card (CBC) – a bank card issued by the Bank to the Client, giving the corporate bank card holder the right to dispose of funds within the balance on the card account when paying for goods, works, or services in a non-cash manner.

Card Account (CA) – a bank account in the national currency of the Republic of Uzbekistan, the funds of which can be used via a corporate bank card.

CBC Holder – the Client or its authorized person using the CBC on the basis of a concluded contract with the issuing bank. The Client may authorize only an employee who has signed a full financial responsibility agreement with the Client to be the CBC holder.

Additional CBC – an additional card issued in accordance with the Client's application, linked to an additional card account.

Trading and Service Enterprise – a legal or natural person, registered in accordance with the law, engaged in entrepreneurial activities, selling products, performing work, or

providing services, which, in accordance with a signed agreement with the acquiring bank, is obliged to accept payments for goods (works or services) using bank cards.

POS Terminal – a device allowing bank card holders to conduct payment transactions and generate slips for the completed transactions.

Slip – a terminal or ATM receipt confirming the transaction with the CBC, containing information about the transaction amount, type, date, and details enabling identification of the CBC, terminal, or ATM that generated the slip.

Personal Identification Number (PIN) – a 4-digit individual code assigned to each CBC holder, used for identifying the holder during transactions at POS terminals or ATMs as an analogue of a personal signature, and confirming the right to manage the funds recorded in the card account.

Bank Tariffs – a system of rates determining the cost of banking services provided to corporate clients.

Payment System – a set of software-technical means, documentation, and organizational-technical solutions enabling non-cash payments for local and international transactions, as well as cash withdrawals for goods, works (services). Examples include Uzcard, HUMO, VISA, etc.

Application – the Client's application for card issuance in accordance with the Contract in the form established by the Bank, which is an integral part of the Contract.

Overdraft – unauthorized technical overdraft by the Client on the card account.

Daily Transaction Limit – a limit on the maximum amount and/or number of transactions made with the card, established in accordance with the Bank's internal regulations and the terms of the Contract.

Password Word – a numeric, alphabetic, or alphanumeric combination chosen by the Client and indicated in the Application or other documents provided by the Client to the Bank, used for identifying the Client via telephone.

Banking Day – a day when the Bank is open for banking operations and client service.

Bank's Operational Day – a portion of the banking day allocated for accepting, processing payment documents, and recording banking transactions in the accounting system.

Remote Banking System – a software-hardware complex intended to meet the Bank's clients' needs in a secure and quick exchange of information with the Bank, generating reports, and performing financial transactions on accounts without visiting a Bank branch.

2. Subject of the Contract

2.1. The subject of the Contract concluded by the Client by accepting the terms of this Offer through the actions specified in this Offer is the opening of a transit account by the Bank for crediting funds to the CBC in the national currency of the Republic of Uzbekistan, issuance of the CBC, and conducting settlements using the CBC.

2.2. Acceptance of the terms of this Offer is done by submitting an application by the Client in the form of Appendix №1 to this Offer, signed by the head of the Corporate Client and stamped (if available), or by submitting an electronic application through the Remote Banking System, as well as providing a copy of the identification document of the CBC Holder (passport or ID card). The Contract is considered concluded from the moment the Client's Application is registered with the Bank. Acceptance of the Offer's terms confirms the Client's agreement with the Bank's tariffs in effect at the time.

2.3. This contract governs the relations, and defines the rights and obligations of the parties arising from the opening of the card account, issuance of the CBC by the Bank, and conducting settlements using the CBC. The Client's account operations are carried

out in accordance with the legislation of the Republic of Uzbekistan, regulations of the Central Bank of the Republic of Uzbekistan, rules of the Payment Systems, and this Contract.

2.4. Settlements on the card account are made exclusively in the national currency of the Republic of Uzbekistan.

2.5. The card account is replenished on the basis of the Client's payment order from any demand deposit account and a card account replenishment register in the form of Appendix №2 to this Offer.

2.6. Salaries and equivalent payments, pensions, allowances, scholarships, and dividends payable to the cardholder cannot be credited to the card account. Cash withdrawals and/or purchase of foreign currency via the CBC are also prohibited.

2.7. It is forbidden for legal or natural persons registered in the established manner and engaged in entrepreneurial activities to make purchases using the CBC when participating in auctions.

2.8. Unspent funds from the card account are refunded based on a payment order and written request from the Client within 3 (three) banking days from the date the application is registered with the Bank. The refund amount cannot exceed the active balance on the CBC.

3. Rights and Obligations of the Parties

3.1. The Client has the right to:

3.1.1. In cases of damage, loss/theft, or expiration of the CBC, apply to the Bank for reissuing the CBC by submitting an application in the form of Appendix № 3 to this Contract.

3.1.2. Open an additional card by applying to the Bank with a statement in the form of Appendix № 3 to this Contract.

3.1.3. File a written claim with the Bank to investigate any disputed transactions carried out using the CBC.

3.1.4. Receive information about the balance on the CBC and transactions by subscribing to SMS notification services.

3.1.5. Request a statement of the card account and/or CBC on paper after paying for the service according to the Bank's current tariffs.

3.2. The Client also has other rights as stipulated by the legislation of the Republic of Uzbekistan.

3.3. The Bank has the right to:

3.3.1. Refuse to issue the CBC to the Client if the documents submitted by the Client for opening the CBC contradict the requirements of the current legislation, or if the Client's activities do not correspond to the type of activity indicated in the registration documents issued by the competent authorities.

3.3.2. Refuse to reissue the CBC to the Client if previously conducted transactions using the CBC did not comply with the requirements of current legislation governing CBC operations.

3.3.3. Unilaterally amend the Bank's tariffs, notifying the Client in advance 10 calendar days before the changes take effect by posting the updated tariffs on the Bank's website or in designated areas within the Bank.

3.3.4. Terminate or suspend the Contract and block and/or suspend the operation of the CBC in the event of the Client's non-fulfillment or improper fulfillment of the Contract, or upon the expiration of the CBC.

3.3.5. Block and/or suspend the CBC due to actions by the Client causing damage to the Bank, or in other cases provided by current legislation.

3.3.6. Without prior notification of the Client, unilaterally close the CBC and card account if the Client does not collect the CBC from the Bank within 30 calendar days from the date the Bank notifies the Client of its readiness. The Bank may also deduct the card issuance fee from the Client's demand deposit account without acceptance according to the Bank's current tariffs.

3.3.7. Without prior notification of the Client, return funds from the transit account to the demand deposit account in cases where the card account cannot be determined within 3 calendar days from the time funds are received into the transit account, or if a balance remains in the transit account at the end of the month.

3.3.8. Unilaterally deduct from any of the Client's accounts any debt arising from technical overdraft or other technical errors from the payment system and the Bank.

3.3.9. Request documentation from the Client regarding transactions conducted with the CBC to ensure compliance with current legislation of the Republic of Uzbekistan.

3.3.10. Charge the Client for all expenses incurred by the Bank due to the use of the CBC or CBC data and violations of the Contract's terms by the Client.

3.4. The Bank also has other rights provided by the legislation of the Republic of Uzbekistan.

3.5. The Client is obligated to:

3.5.1. Submit to the Bank an application for opening a card account and issuing a CBC, according to Appendix № 1, which is an integral part of this Contract, along with other documents requested by the Bank.

3.5.2. Be responsible for the accuracy of the information provided to the Bank for the purposes of this Contract.

3.5.3. Notify the Bank within 3 banking days of any changes to the information provided in Appendix № 1 or other information related to the performance of obligations under this Contract.

3.5.4. Pay for the CBC issuance according to the Bank's current tariffs.

3.5.5. Be responsible for all transactions conducted using the CBC from the moment the cards are received.

3.5.6. Upon the Bank's request, promptly replenish the card account for any debt arising from technical overdraft or other technical errors from the payment system and the Bank.

3.5.7. Ensure that the authorized person collects the CBC and account statements at the relevant Bank branch by submitting a written application in accordance with the requirements of current legislation.

3.5.8. Comply with the following requirements regarding the CBC in the national currency:

- a) Upon replenishing the card account in accordance with clause 2.5 of this Contract, submit to the Bank, no later than the next banking day after the funds are transferred to the transit account, replenishment registers for the card account according to Appendix № 2, signed by the head and chief accountant, and sealed (if available) by the Client.
- b) Use the funds in the card account strictly according to the purposes defined by the legislation of the Republic of Uzbekistan and the terms of this Contract.

- c) When reissuing the CBC before its expiration, submit a written application to the Bank (Appendix № 3) and simultaneously return the previously issued card, and pay all costs associated with the reissuance of the CBC according to the Bank's current tariffs.
- d) Return the CBC issued by the Bank within 3 banking days after receiving a written request from the Bank for the card's return.
- e) Upon the Bank's request, provide original payment documents confirming the use of the CBC at merchants.

3.6. The Client also has other obligations as provided by the legislation of the Republic of Uzbekistan.

3.7. The Bank is obligated to:

3.7.1. Open the card account and issue the CBC within 3 banking days, provided the Client fulfills the obligations according to clauses 2.2 and 3.5.1 of this Contract.

3.7.2. Notify the Client within 1 banking day if inaccuracies or inconsistencies are found in the information and documents submitted by the Client as specified in clause 2.2 of this Contract.

3.7.3. Inform the Client of any changes related to the Bank's mailing (legal) addresses, banking details, and other matters relevant to the full performance of this Contract by publishing such information through one or more of the following channels: information boards (brochures) in the Bank's premises, the Bank's website, or by email, etc.

3.7.4. Credit the card account based on the payment documents submitted by the Client in accordance with clause 2.5 of this Contract.

3.7.5. Debit the card account for operations carried out by the Client using the CBC at trading and service enterprises, as well as for commissions charged by the Bank in accordance with the Bank's current tariffs.

3.7.6. Ensure the reissuance of the CBC within 3 banking days in cases specified in clauses 3.1.1 and 3.1.2 of this Contract.

3.7.7. Upon the Client's written request, provide transaction details for the card account no more than once per calendar month.

3.8. The Bank also has other obligations as provided by the legislation of the Republic of Uzbekistan.

4. Responsibilities of the Parties

4.1. For failure to perform or improper performance of obligations under the Contract, the Parties bear responsibility in accordance with the legislation of the Republic of Uzbekistan and the terms of this Contract.

4.2. The Bank is not responsible for delays in issuing or reissuing the CBC if such delays are caused by inaccuracies in the documents provided by the Client in accordance with clauses 2.2, 3.1.1, 3.1.2, and 3.5.1 of this Contract.

4.3. The Bank is not responsible for disputes between the Client and CBC holders, as well as disagreements between CBC holders and trading or service enterprises.

4.4. The Bank is not responsible if a trading or service enterprise refuses to accept the Client's CBC for service for any reason.

5. Blocking and Unblocking CBC and Card Account

5.1. CBC blocking is carried out:

- a) Without blocking the card account – based on the Client’s request in connection with the theft/loss of the CBC using the form in Appendix № 3 to this Contract.
- b) Upon the Bank's suspicion of fraudulent transactions – if the nature of the operations conducted using the CBC falls under the criteria for high-risk transactions as determined by the Bank, or if the transactions do not comply with the terms of the Contract.
- c) With card account blocking – based on decisions or rulings from authorized state bodies or officials to suspend debit transactions or freeze funds in the card account, as determined by the legislation of the Republic of Uzbekistan, or in other cases provided by the Contract.

5.2. The Bank has the right to block the CBC and/or the card account at its discretion in cases of:

- a) Breach of the Contract by the Client.
- b) Circumstances that, in the Bank’s opinion, may lead to damage to the Client and/or the Bank.
- c) Failure by the Client to repay the debt within 2 banking days after the Bank’s demand according to clause 3.5.6, as well as any other debt the Client owes the Bank.
- d) Sanctions applied to the Client or their financial operations on the card account, or the risk of such sanctions, in which case the Bank may request additional information from the Client, limit the number of transactions, restrict financial operations, or deny transactions that do not match the information provided to the Bank during the account opening process. The Bank may also refuse to open the card account or terminate the Contract unilaterally.
- e) Suspicions that the CBC and/or card account are being used for fraudulent operations, money laundering, or financing of terrorism, or when the Bank receives information from the payment system about the risk of CBC data being compromised at trading points within the system.
- f) Amendments to the legislation of the Republic of Uzbekistan restricting operations under the Contract.

5.3. Unblocking the CBC in the above cases will be carried out by the Bank if there is no further need for blocking.

5.4. The Client’s instructions to block the CBC must be provided to the Bank by phone (using the password word and correct answers to other security questions asked by Bank staff) or through a direct written request to the Bank. Unblocking a CBC that was blocked at the Client’s request is carried out based on the Client’s official letter.

5.5. The Bank is not liable to the Client for any possible consequences of blocking the CBC for the reasons specified in this section (V. Blocking and Unblocking CBC and Card Account).

6. Force Majeure Circumstances

6.1. The Parties are released from responsibility for partial or complete failure to fulfill obligations under this Contract if such failure was the result of force majeure circumstances that occurred after the Contract was signed and were caused by extraordinary events that the Parties could not foresee or prevent by reasonable measures. Such events include floods, fires, earthquakes, as well as war, military actions, acts or actions of state authorities, and any other similar circumstances beyond the reasonable control of the Parties.

6.2. In the event of such circumstances, the Parties must notify the other Party in writing within 5 calendar days. The notice must include details about the nature of the

circumstances and, if possible, an assessment of their impact on the Party's ability to fulfill its obligations under this Contract. Failure to notify or late notification deprives the affected Party of the right to invoke these circumstances in the future.

6.3. Force majeure circumstances will be considered as such when confirmed in accordance with the law by the authorized bodies.

7. Dispute Resolution

7.1. All disputes arising from the execution of this Contract will be settled by negotiation between the Parties. If the Parties fail to reach an agreement, the dispute will be submitted to the Tashkent Interdistrict Economic Court for consideration.

8. Term of the Contract

8.1. The Parties have the right to unilaterally terminate this Contract by notifying the other Party in writing 10 calendar days prior to the intended date of termination. In this case, the Client must return the CBC to the Bank, and the Bank must block the CBC. The Contract is considered terminated 10 calendar days after the conditions specified in clause 8.2 have been met.

8.2. Actions required for terminating the Contract:

- The Client must return all issued CBCs to the Bank.
- The Client must pay for the services provided in accordance with the Bank's Tariffs.
- The Bank must process all transaction files received from the Payment System operator for operations conducted with the CBC and reconcile the balance of the CBC and card account.
- All claims related to transactions conducted with the CBC must be resolved, and all disputes regarding the fulfillment of this Contract must be fully settled.

9. Changes to the Terms of the Offer

9.1. The Bank reserves the right to unilaterally change and/or supplement the terms of this Offer, including tariffs and the list of services provided. Notification of such changes will be made by posting an announcement on the information boards in the Bank's branches or by publishing the information on the Bank's website at least 10 (ten) calendar days before the changes and additions come into force.

10. Confidentiality Requirements

10.1. The Parties are responsible for maintaining the confidentiality of the terms of this Contract and all information obtained in connection with it.

10.2. By mutual agreement, the Parties consider confidential any information concerning the other Party, its employees (personal data), the content of this Contract, the progress of its performance, and the results obtained, including trade and banking secrets, except for information that, according to the legislation of the Republic of Uzbekistan, cannot be considered a trade secret. Information will not be considered confidential, and the Party receiving such information will have no obligations established under this clause of the Contract, if such information meets one of the following conditions: a) The information became known to third parties due to the intention, negligence, or carelessness of the Party disclosing the information. b) The information was authorized for release by written permission of the disclosing Party. c) The information became known to third parties due to lawful actions of competent state authorities, as well as unlawful actions of other third parties if the unlawful acquisition of the information by third parties was not caused by the negligence or carelessness of the Parties.

10.3. Disclosure of confidential information to third parties, publication, or any other disclosure of this information may only be carried out with the mutual consent of the Parties in accordance with the established legal procedures.

10.4. The confidentiality obligations come into force upon the Client's acceptance of the terms of this Offer and remain in effect throughout the entire period until the Contract is terminated as provided in clause 8.1 of this Offer.

10.5. Any damages caused by the breach of confidentiality are determined and compensated in accordance with the legislation of the Republic of Uzbekistan.

11. Other Provisions

11.1. In the event of changes in the organizational and legal status, bankruptcy, or liquidation of one of the Parties, the affected Party must notify the other Party within 3 (three) banking days from the date of the decision on the change in organizational and legal status, bankruptcy, or liquidation.

11.2. Any notifications and reports under this Offer must be executed by both Parties in writing or electronically, and will be considered properly delivered if sent in person, through the Remote banking system, or by email, signed by an authorized representative of the sending Party, with immediate confirmation of receipt by the receiving Party.

11.3. If the Client changes its details, location, or contact information, they are obliged to notify the Bank in writing within 3 (three) calendar days. The Bank, in turn, must notify the Client in writing or electronically via the remote banking system or by email.

11.4. This Offer is made in Uzbek, Russian, and English. In case of any discrepancies between the texts, the Russian version shall prevail.