

## **OFFER AGREEMENT “ONLINE MICROLOAN” FOR INDIVIDUALS**

JSCMB “Ipoteka Bank” (hereinafter referred to as the “Bank”) offers individuals using the mobile application “Ipoteka-Retail” (hereinafter referred to as the “Client”) to conclude this public electronic offer agreement “Online Microloan” (hereinafter referred to as the “Agreement”) in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan. The Client, by performing the actions provided for in this agreement, means that the Client agrees to conclude an agreement with the Bank in the manner and to the extent established by this agreement.

This offer is posted in the mobile application of the bank "Ipoteka-Retail"

### **I. GENERAL DEFINITIONS**

**1.1. Online microloan (hereinafter referred to as microloan)-** means the provision of a microloan in national currency to individuals subject to urgency, payment, repayment and security in accordance with the Law of the Republic of Uzbekistan "On Microfinance", a citizen of the Republic of Uzbekistan using the mobile application of JSCMB "Ipoteka-Bank" in accordance with the terms and conditions set out in this agreement;

**1.2. Bank card-** a plastic card issued by commercial banks for individuals;

**1.3. Client-** An individual who has linked a salary bank card to the Bank’s mobile application and applied for a microloan to the bank's mobile application and has ordered a microloan through the ATIB Mortgage Bank mobile application.

**1.4. Mobile application "Ipoteka bank" (hereinafter referred to as the mobile application)-** software for mobile devices (smartphone, tablet, etc.), allowing remote servicing of certain bank services;

**1.5. Offer–** a bank offer, announced in a mobile application, regarding the intention to conclude an agreement between the bank and the receiving party, setting out clear terms and conditions;

**1.6. Acceptance–** the client’s consent to accept the terms of the offer;

**1.7. Loan account–** a special account opened in accordance with the chart of accounts, reflecting the microloan provided to the client.

**1.8. Electronic wallet–** a special Client account opened in a bank, which the Client can use through the remote banking system.

**1.9. Loan Application –**A document that includes general information about the requested microloan under the terms and conditions stipulated by this agreement, which is sent by the client to the bank remotely via a mobile application for the purpose of assessing the possibility of providing a microloan to the client.

**1.10. Remote banking system–** software that provides remote access to banking services, including the Mortgage-Retail mobile application

## **II. SUBJECT OF THE AGREEMENT**

2.1. The Bank provides the Client with a microloan in the amount specified in the loan application, not exceeding the amount determined by the Bank. The Client undertakes to repay the microloan and pay interest within the established сроки.

## **III. TERMS AND PLACE OF CONCLUSION OF THE AGREEMENT**

3.1. The client accepts the agreement remotely, by completing the steps to obtain a microloan in the mobile application.

3.2. The agreement between the bank and the client is considered concluded from the moment the Client accepts the Agreement and the loan amount is credited to the Client's account

3.3. The agreement is concluded at the location of the branch of the bank that issued the microloan to the client.

## **IV. TERMS AND PROCEDURE FOR ISSUING A MICROLOAN**

4.1. A microloan is issued in accordance with the terms of the agreement, based on an electronic application submitted through the bank's mobile app, for the amount and term specified in the client's online application. In this case, the client must submit a microloan application by clicking the "Get Online Loan" button in the mobile application in the mobile app.

4.2. After reviewing the loan application, the Bank informs the client of the financing amount under the terms of this agreement, approved by the Bank in the mobile application, or informs the client of the impossibility of providing a microloan due to the client's insufficient ability to repay the loan.

4.3. By accepting the Agreement, the Client consents, in accordance with the Law of the Republic of Uzbekistan "On Personal Data", to the collection, processing, and transfer of their personal data for the purposes of reviewing, issuing, and servicing the microloan.

4.4. The bank's approved loan amount is determined based on the bank's available information about the client and an assessment of the client's ability to repay the loan. The client has the right to accept or decline a microloan in an amount not exceeding the available financing offered by the bank, provided that the repayment terms are specified in the terms of this agreement.

4.5. Payments for the microloan allocated by the bank are made to the client's loan account.

4.6. The microloan is issued by the bank as follows:

- after linking your salary card to the mobile application.
- after approval of the offer agreement.
- will be transferred to your e-wallet no later than the next business day.

4.7. According to the terms of this agreement, specific requirements that clients must meet to receive a microloan, the amount of the microloan, terms, other payments, as well as other conditions will be communicated to clients (The client can familiarize themselves with the terms of the microloan in detail on the website [www.ipotekabank.uz](http://www.ipotekabank.uz), in the field of remote banking services, through the bank's contact center, as well as in the media) by posting relevant information in the public domain.

## **V. MICROLOAN REPAYMENT PROCEDURE**

5.1. Microloan payments are debited by the Bank based on a memorial order to the accounts where the microloan payments, accrued interest, penalties and other payments are recorded using the existing funds of the current account, e-wallet account and bank plastic card within the timeframe and amount specified in the microloan repayment schedule, which is an integral part of the Agreement.

5.2. Interest on the microloan accrues until the microloan is fully repaid, based on 365 days per year and the actual number of days in each month.

5.3. The repayment schedule is generated automatically according to the client's loan application, without human intervention, according to scoring in the mobile application. The repayment schedule appears on the mobile application interface and after clicking the "Apply for a Loan" button the repayment schedule of the agreement between the bank and the client is considered concluded.

5.4. If the client's e-wallet account or bank card does not have sufficient funds to repay the microloan, all funds from the card will be transferred to repay the microloan, and the bank will place a hold on the bank card's spending portion. Funds credited to the card and e-wallet will be debited until the microloan debt is fully repaid according to the repayment schedule.

5.5. The client's payments are used to pay off the microloan debt in the following order:

- a) penalties on the loan;
- b) overdue interest;c) overdue debts;
- d) current interest;
- e) current principal debt.

5.6. If there are insufficient funds in the bank card account, the client can use the following methods of loan repayment:

- by depositing cash into the bank's cash desk;
- by transfer from deposit accounts;
- by transferring funds from cards of other banks;
- other types of payments provided for by law.

5.7. If the Borrower receives funds in an amount exceeding the current payment stipulated by the loan repayment schedule, the Bank, upon the Borrower's instruction, will apply the excess amount toward the loan principal. If the Borrower fails to instruct, the overpaid funds will be applied to the next payment according to the repayment schedule upon the due date. If the next payment according to the schedule is not due, the funds will be returned to the client upon their request.

5.8. If the microloan payment date falls on a non-working banking day, payment is made on the next banking day.

5.9. If the microloan debt is repaid based on the enforcement of court decisions, funds received in the bank's transit accounts are used to cover the debt in accordance with the court order.

5.10. If a client repeatedly violates the loan repayment schedule two or three times in a row during a calendar year, the bank takes measures to repay the loan early.

5.11. If the client makes an early repayment, the system initiates a recalculation of the subsequent payment schedule.

## **VI. ONLINE MICROLOAN SECURITY REQUIREMENTS**

6.1. Online microloans allocated on the basis of this agreement are secured by the Client's salary income.

## **VII. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

### **7.1. Bank rights:**

- 7.1.1. According to the agreement, provide microfinance services to the Client fulfilling their obligations;
- 7.1.2. It is reasonable to refuse the applicant the provision of microfinance services;
- 7.1.3. Request the necessary documents from the applicant to provide a microloan and fulfill the client's obligations under the agreement;
- 7.1.4. Require the borrower to repay the loan early if the payment is not made on time;
- 7.1.5. Establish a ban on the spending portion of a bank plastic card in the event of late payments on the principal debt and interest according to the repayment schedule;
- 7.1.6. Send information on the borrower's fulfillment of the terms of this agreement and information on the terms of the agreement to the credit bureau "Credit Information Analysis Center" and to the State Register of Credit Information of the Central Bank of the Republic of Uzbekistan.
- 7.1.7. Obtain client salary information from all relevant systems.
- 7.1.8. The bank withdraw funds from all of the Client's bank card accounts when the loan and interest payments are due. Such transactions may be carried out without prior notice, on the due date and subsequent loan payment dates, and the client is not notified of such transactions.
- 7.1.9. Record and save telephone conversations with the client.
- 7.1.10. Use of any other means of communication, including electronic (digital) means of communication or other methods provided for by legal documents for communication with the client.
- 7.1.11. Receiving and analyzing customer data from all systems in any form required by the bank.
- 7.1.12. Providing information about the client's debt to his spouse and close relatives.
- 7.1.13. The bank may also have other rights provided by law or contract. The client's acceptance of the offer agreement constitutes the basis for the bank's exercise of the above rights.

### **7.2. The borrower has the right:**

- 7.2.1. Read the rules for providing microloan services;
- 7.2.2. Receive complete and reliable information about your rights and obligations, in particular about all costs associated with the provision of microloan services;
- 7.2.3. Demand fulfillment of the terms of the contract in the manner and within the timeframes specified in the contract;
- 7.2.4. Refuse to use the loan by notifying the bank no later than three banking days in advance;
- 7.2.5. Repay a microloan early;
- 7.2.6. The client may have other rights under the law or under the contract.

### **7.3. Bank responsibilities:**

- 7.3.1. Provide the Client with accurate and complete information about his rights and obligations, in particular about all costs associated with the provision of microfinance services;
- 7.3.2. Provide microfinance services within the timeframes and in the manner stipulated by the agreement;
- 7.3.3. The bank may be subject to other obligations by law or by agreement.

### **7.4. Client's responsibilities:**

- 7.4.1. Before using the microloan service, please read the terms of this offer;
- 7.4.2. When issuing a microloan and in other cases, in the event of excess funds being credited to the Client's account due to a technical error, the Client must notify the Bank and return such funds.

- 7.4.3. Fulfill obligations in the manner and within the timeframes specified in the agreement, pay the loan and accrued interest on it within the timeframes and amount specified in this agreement;
- 7.4.4. To issue a microloan, ensure the receipt of wages (and equivalent payments), identified on the basis of a scoring analysis, on a bank card (do not receive wages and equivalent payments in any other way);
- 7.4.5. When changing the number for sending SMS notifications, notify the bank about this and provide the new mobile phone number;
- 7.4.6. Notify the bank within 5 days of any change in address, place of work, last name or first name, or other changes that affect the fulfillment of obligations under this agreement;
- 7.4.7. The client may have other obligations under law or under the contract.

## **VIII. RESPONSIBILITY OF THE PARTIES**

- 8.1. Failure to fulfill obligations under this agreement shall entail punishment in accordance with the terms of the agreement and the current legislation of the Republic of Uzbekistan.
- 8.2. In the event of a delay in repaying the principal debt on a microloan, the borrower pays a penalty in the amount of 180% of the actual overdue debt for the entire period of the delay.
- 8.3. If interest is not paid within the specified period, the borrower pays the bank a penalty in the amount of 2% of the overdue payment amount for each day of delay in payment, but not more than 50% of the overdue payment.
- 8.4. Payment of penalties for failure to properly fulfill the terms of this agreement does not release the parties from fulfilling their obligations.

## **IX. DISPUTE RESOLUTION**

- 9.1. The parties shall resolve any disputes and disagreements arising under this agreement through negotiations.
- 9.2. If the said disputes and disagreements are not resolved through negotiations, they are subject to resolution in the territorial civil court where the branch of the bank that issued the loan is located, in accordance with the current legislation of the Republic of Uzbekistan.

## **X. FORCE MAJEURE**

- 10.1. The parties shall be released from liability for partial or complete failure to fulfill obligations under the contract if they were a consequence of force majeure circumstances that arose after the conclusion of the contract as a result of events of an extraordinary nature that the parties could not foresee and prevent by reasonable measures, such as (earthquakes, floods, fires and other natural disasters) that prevent the performance of this contract.
- 10.2. In the event of force majeure circumstances, the affected party shall promptly notify the other party of the occurrence of such circumstances and shall, upon request, provide a document issued by the relevant authority confirming the occurrence of such circumstances.

## **XI. DURATION OF THE AGREEMENT**

- 11.1. This agreement is considered concluded and becomes legally binding from the date of its confirmation by the client through the use of the mobile application.

11.2. The agreement is valid for the duration of the microloan and terminates after the parties have fully fulfilled their obligations under it.

11.3. All changes and amendments to this agreement will be made by agreement of the parties in writing.

11.4. The agreement may be terminated at any time at the client's initiative. In this case, upon submitting an application for termination of the agreement to the bank, the final settlement with the bank and the debt must be fully repaid.

11.5. The Client has no right to transfer his rights and obligations under this agreement to a third party without the written consent of the bank.

11.6. Termination of the contract does not release the parties from fulfilling the obligations assumed at the time of the contract.

## **XII. FINAL PROVISIONS**

12.1. In cases not provided for by this agreement, they are resolved by current legislation.

12.2. No paper version of the Agreement is required, and the version of the contract posted in the mobile application at the time the client performs the action in accordance with paragraph 3.1 of this contract is legally binding.

## **XIII. BANK DETAILS**

Name: JSCMB "Ipoteka-bank" Head office

Address: Tashkent city, Shakhrisabz street, 30

INN: 202858483

MFO: 00937

License: No. 74 dated December 24, 2021

Website: [www.ipotekabank.uz](http://www.ipotekabank.uz)