OFFER AGREEMENT "MICROLOAN" FOR INDIVIDUALS

This Offer Agreement (hereinafter – the Agreement) governs the relations between JSCMB "Ipoteka Bank" (hereinafter referred to as the "Bank" in the text of the Agreement) and any individual (hereinafter referred to as the "Client" in the text of the Agreement) who obtains access to (uses) the "Ipoteka-Mobile" Mobile Application in accordance with Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (hereinafter in the text of the Agreement – the Civil Code of the Republic of Uzbekistan).

By this Agreement, the Bank offers to conclude a public electronic offer agreement "Microloan" (hereinafter referred to as the "Agreement" in the text of the Agreement) on the provision of a microloan.

The Client, in accordance with Article 370 of the Civil Code of the Republic of Uzbekistan, by performing the actions provided for by this Agreement, accepts the Bank's offer and gives consent to conclude the agreement with the Bank in the manner and scope established by this Agreement.

This Agreement is posted in the Bank's "Ipoteka-Mobile" mobile application and is brought to the attention of Clients on the Bank's official website.

I. GENERAL DEFINITIONS

1.1. Microloan – means the provision of a microloan in the national currency to individuals on the terms of urgency, payment, repayment and security in accordance with the Law of the Republic of Uzbekistan "On Microfinance", to a citizen of the Republic of Uzbekistan using the mobile application of JSCMB "Ipoteka Bank" (online format), including to individuals who have passed preliminary scoring at a Bank branch and continue the application in the mobile application (branch-online format) in accordance with the terms 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 in the Bank's mobile application bank cards opened within the framework of his/her salary and has ordered the microloan service through the mobile application of JSCMB "Ipoteka Bank", including one who has passed scoring at a Bank branch and continues the application in the mobile application;

1.4. "Ipoteka Bank" Mobile Application (hereinafter the mobile application) – software for mobile devices (smartphone, tablet, etc.) that enables the Bank to provide certain services remotely, through which the continuation of a microloan application started at a branch, review of the scoring result, acceptance of the Agreement and receipt of the microloan funds are also carried out;

1.5. Offer – the Bank's proposal announced in the mobile application (as well as on the Bank's official website) regarding the intention to conclude an agreement between the Bank and the accepting person, which sets out clear terms;

1.6. Acceptance – the Client's consent to accept the terms of the Offer, expressed by the Client performing in the mobile application the actions specified in clause 3.1 of this Agreement;

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 account of the Client opened at the Bank, which the Client may use through the remote banking service system;

1.9. Loan application – a document that includes general information about the requested microloan on the terms provided for by this Agreement, which is sent by the Client to the Bank remotely through the mobile application (for a microloan application started at a branch – continued by the Client in the mobile application on the basis of the scoring result) for the purpose of assessing the possibility of providing a microloan to the Client;

1.10. Remote banking service system – software tools providing remote access to banking services, including the “Ipoteka-Mobile” mobile application;

1.11. Bank employee – an employee authorized by the Bank to identify the Client, conduct his/her scoring and inform about the scoring result;

1.12. Microloan started at a Bank office (branch-online format) – a method of providing a microloan whereby, after the Client passes scoring at a Bank branch and receives information on the scoring result, the Client continues the application for a microloan in the mobile application, accepts the Agreement in the mobile application and receives the microloan funds in the mobile application. Obtaining a microloan by submitting an application entirely through the mobile application is called the online format;

1.13. Authentication data – a password, SMS code (one-time code), biometric data and other identifiers used for the Client’s login to the mobile application and confirmation of transactions.

II. SUBJECT OF THE AGREEMENT

2.1. The Bank provides the Client with a microloan in the amount specified by the Client in the loan application, but not exceeding the amount of possible financing calculated by the Bank for the Client (for a microloan started at a branch – the limit determined based on the scoring result), and the Client undertakes to repay the microloan on time and pay interest for its use.

2.2. The microloan may be obtained by the Client in one of the following ways:

a) online format – submitting an application entirely through the mobile application;

b) branch-online format – passing scoring at a Bank branch and continuing the application in the mobile application. The terms of this Agreement apply to both methods equally;

the methods differ only in the place where the application is started and scoring is conducted.

2.3. The scoring result communicated to the Client at the branch is preliminary in nature and does not give rise to an obligation of the Bank to provide a microloan. The final amount of the microloan, interest rate, term and repayment schedule are determined by the data displayed in the mobile application and confirmed by the Client.

III. TERMS AND PLACE OF CONCLUSION OF THE AGREEMENT

3.1. Acceptance of the Agreement by the Client is carried out in several ways:

a). remotely, by performing actions to obtain a microloan in the mobile application.

b). Offline, by visiting any branch or Client service office of the Bank, by submitting an initial application offline and passing scoring at a Bank branch, with subsequent continuation of the process in the Bank’s Mobile Application. For a microloan started at a branch, the final acceptance of the Agreement is carried out in the mobile application by the Client himself/herself at the moment when the Client, having reviewed the scoring result, the terms of the Agreement and the repayment schedule, confirms them in the manner established by the Bank (by pressing the “apply for a loan” button and confirming with authentication data).

3.2. The Agreement between the Bank and the Client is considered concluded from the moment of acceptance of the Agreement and receipt of the microloan amount into the Client’s bank account.

3.3. The Agreement is considered concluded at the territorial location of the Bank branch that issued the microloan to the Client.

3.4. The Client’s passing of scoring at a Bank branch and receipt of information on the scoring result do not constitute full acceptance of the Agreement and its conclusion, and do not give rise to an obligation of the Client to obtain a microloan.

3.5. A branch employee is not entitled to accept the Agreement on behalf of the Client, confirm the repayment schedule or use the Client's authentication data.

IV. TERMS AND PROCEDURE FOR ISSUING THE MICROLOAN

4.1. The microloan is issued in accordance with the terms of the Agreement, on the basis of an electronic application through the Bank's mobile application, in the amount and for the term specified in the Client's electronic application (for a microloan started at a branch – continued in the mobile application on the basis of the scoring result). In this case, the Client must submit a microloan application by pressing the "get online loan" button in the mobile application. A Client who has passed scoring at a Bank branch must select in the mobile application the application started at the branch, review this Agreement and continue the loan application.

4.2. For a microloan started at a branch, the Client personally applies to a Bank branch. The branch employee identifies the Client on the basis of an identity document and informs the Client that the text of this Agreement is posted in the mobile application and on the Bank's official website, as well as of the terms for obtaining the microloan.

4.3. Before conducting scoring, the branch employee obtains from the Client, in the form established by the Bank (written or electronic), consent to the processing of his/her personal data and to the receipt of information from the credit bureau and other official sources. In the absence of such consent of the Client, scoring is not conducted.

4.4. Scoring is conducted in the Bank's scoring system automatically, without human involvement. The branch employee is not entitled to influence the scoring result, change it or promise the Client terms not determined by the scoring results.

4.5. Based on the scoring results, the branch employee informs the Client of the possible amount of financing (limit), the interest rate and the terms for which the microloan may be provided, or reports that it is not possible to provide a microloan due to the Client's insufficient ability to repay the loan. The scoring result is also displayed to the Client in the mobile application.

4.6. The scoring result is valid for 1 (one) calendar day. The Client is obliged to continue the application in the mobile application within the specified period; otherwise, the scoring result becomes invalid, and in order to pass scoring again the Client must apply to a Bank branch once more.

4.7. The Client logs into the mobile application, reviews the scoring result, selects an amount not exceeding the limit determined by the scoring results and a permissible term, links a salary card (if it was not linked earlier), and confirms the repayment schedule and the terms of this Agreement.

4.8. At the moment the Client continues the application in the mobile application, the Bank checks the relevance of the scoring result (the consistency of salary receipts, credit obligations and other data). In the event of a change in the Client's data, the Bank has the right to reduce the limit or refuse to provide the microloan, of which the Client is notified in the mobile application.

4.9. For a microloan started at a branch, the microloan funds are not issued in cash at the branch; they are received by the Client in the mobile application.

4.10. If, due to a technical failure, the scoring result is not displayed in the mobile application or it is not possible to continue the application, the Client applies to a Bank branch or to the Bank's contact center. Until the Bank eliminates the failure, the validity period of the scoring result is considered extended accordingly.

4.11. After reviewing the loan application (for a microloan started at a branch – the application continued in the mobile application), the Bank informs the Client of the amount of financing under the terms of this Agreement, approved by the Bank in the mobile application, or reports that it is not possible to provide a microloan due to the Client's insufficient ability to repay the loan.

4.12. By acceptance, the Client also gives consent, for purposes related to the processes of review, issuance and repayment of the microloan by the Bank, in accordance with the requirements of the Law of the Republic of Uzbekistan "On Personal Data", to the request, receipt, processing and transfer of the Client's personal data to another person, to the extent necessary, from official sources. The consent given by the Client when passing scoring at a branch supplements this consent and is an integral part of it.

4.13. The loan amount approved by the Bank for the Client is determined on the basis of the information about the Client available at the Bank by assessing the Client's ability to repay the loan. The Client has the right to obtain a microloan or to refuse to obtain a microloan in an amount not exceeding the amount of possible financing offered by the Bank, provided that the repayment terms are specified in the terms of this Agreement.

4.14. Settlements on the microloan allocated by the Bank are conducted on the Client's loan account.

4.15. The microloan is issued by the Bank as follows:

– after linking the salary card to the mobile application;

– after approval of the offer agreement in the mobile application;

– immediately after acceptance, but no later than the next business day, the funds will be transferred to the electronic wallet.

4.16. In accordance with the terms of this Agreement, the specific requirements that Clients wishing to obtain a microloan must meet, the amount of the microloan, terms, other payments, as well as other conditions will be brought to the attention of Clients (the Client may familiarize himself/herself in detail with the terms of the microloan on the website www.ipotekabank.uz, in the remote banking service system, through the Bank's contact center, as well as in the mass media) by placing the relevant information in the public domain. For a microloan started at a branch, this information is also provided to the Client by the branch employee at the Bank branch.

V. PROCEDURE FOR REPAYMENT OF THE MICROLOAN

5.1. Payments on the microloan are transferred by the Bank by memorial order to the accounts on which payments of the microloan, accrued interest, penalties and other payments are recorded, at the expense of the existing funds of the settlement account, the electronic wallet account and the bank plastic card, within the terms and in the amount specified in the microloan repayment schedule, which is an integral part of the Agreement.

5.2. Interest on the microloan is accrued until full repayment of the loan on the basis of 365 days in a year and the actual number of days in each month.

5.3. The repayment schedule is generated in accordance with the Client's loan application automatically, without human involvement, according to scoring in the mobile application (for a microloan started at a branch – according to the result of the scoring conducted at the branch and the amount and term selected by the Client in the mobile application); the repayment schedule appears on the interface of the mobile application, and after pressing the "apply for a loan" button the repayment schedule of the agreement between the Bank and the Client is considered concluded. The branch employee does not participate in the formation of the repayment schedule parameters and cannot change them; information communicated by the branch employee orally or in any other form does not replace the repayment schedule; the final terms are determined by the repayment schedule confirmed in the mobile application.

5.4. If there are insufficient funds in the electronic wallet account or the Client's bank plastic card to repay the microloan, all funds from the card are transferred to repay the microloan and the Bank imposes a ban on the debit part of the bank card, and funds received on the card and the electronic wallet are written off until the debt on the microloan is fully repaid in accordance with the repayment schedule.

5.5. The Client's payments are directed to the repayment of 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. In case of insufficient funds in the settlement account of the bank card, the Client may use the following types of loan repayment:

– by depositing cash at 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 legislation.

5.7. Upon receipt from the Borrower of funds in an amount exceeding the amount of the current payment provided for by the loan repayment schedule, the Bank, at the Borrower's instruction, credits the excess amount toward repayment of the principal debt on the loan. In the absence of an instruction from the Borrower, the overpaid funds will be applied to the next payment of the repayment schedule when the payment day arrives; if there is no next payment under the schedule, the funds will be returned to the Client upon his/her application.

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

5.9. If the microloan debt is repaid on the basis of the execution of court decisions, funds received in the Bank's transit accounts are directed to cover the debt in accordance with the court's decision.

5.10. In case of repeated violation by the Client of the loan repayment schedule two times in a row or 3 times during a calendar year, the Bank takes measures for early repayment of the loan.

5.11. If the Client makes early repayment, the system initiates a recalculation of the schedule of subsequent payments.

VI. REQUIREMENTS FOR SECURITY OF THE MICROLOAN

6.1. The microloan allocated on the basis of this Agreement (including a microloan started at a branch) is secured by the Client's salary.

6.2. For a microloan started at a branch, the security of the microloan is also the Client's salary (and other income equivalent to it) determined by the scoring results. To obtain a microloan, the Client is obliged to link a salary card to the mobile application.

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. Rights of the Bank:

7.1.1. In accordance with the Agreement, to provide microfinance services subject to the Client's performance of obligations, or unconditional services;

7.1.2. To reasonably refuse the applicant the provision of microfinance services;

7.1.3. To request from the applicant the documents necessary for the provision of the microloan and for the performance of the Client's obligations under the Agreement;

7.1.4. To demand from the borrower early repayment of the loan in case of untimely payment;

7.1.5. To impose a ban on the debit part of the bank plastic card in case of delay in payments of principal debt and interest in accordance with the repayment schedule;

7.1.6. To send information on the borrower's performance of the terms of this Agreement and information on the terms of the Agreement to the credit bureau "Center for Credit Information Analysis" and to the State Register of Credit Information of the Central Bank of the Republic of Uzbekistan.

7.1.7. To obtain information on the Client's salary from all relevant systems.

7.1.8. The Bank debits funds without acceptance (direct debit) from all accounts of the Client's plastic cards opened in banks when the payment deadline for the loan and its interest arrives; operations of this kind may be carried out without warning, at the moment of the due date and subsequent payment dates on the loan, and the Client is not sent a notification of such operations.

7.1.9. To record and store telephone conversations with the Client.

7.1.10. To use 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. To obtain and analyze data on Clients from all systems in any form necessary to the Bank.

7.1.12. To provide information on the Client's debt to his/her spouse and close relatives.

7.1.13. For a microloan started at a branch, to request information and documents necessary for the identification of the Client and the conduct of scoring, to verify the accuracy of the information provided by the Client, and also to show the Client the scoring result;

7.1.14. To conduct scoring again, reduce the amount of financing or refuse to provide the microloan in cases of expiry of the validity period of the scoring result or a change in the Client's data;

7.1.15. To record in electronic form, store and use as evidence in the event of a dispute the Client's actions at the Bank branch and in the mobile application, the consents expressed by him/her, as well as the scoring results (scoring requests, application, acceptance);

7.1.16. In case of suspicion that the Client's authentication data is being used not by the Client himself/herself, or in case of suspicion of fraud, to suspend the issuance of the microloan and conduct additional confirmation of the Client;

7.1.17. The Bank may have other rights provided for by law or the Agreement. The Client's acceptance of the offer agreement is the basis for the Bank having the above rights.

7.2. The Borrower has the right:

7.2.1. To familiarize himself/herself with the rules for the provision of microloan services;

7.2.2. To receive complete and reliable information about his/her rights and obligations, in particular about all costs associated with the provision of microloan services;

7.2.3. To demand performance of the terms of the Agreement in the manner and within the terms specified in the Agreement;

7.2.4. To refuse to use the loan by notifying the Bank thereof no later than three banking days in advance;

7.2.5. To repay the microloan early;

7.2.6. To receive from the branch employee complete information on the scoring result (limit, interest rate and terms) and independently decide whether to obtain a microloan based on the scoring results or not to continue the application in the mobile application;

7.2.7. To apply to a Bank branch or to the Bank's contact center on issues of the scoring result, as well as the actions of the branch employee;

7.2.8. In accordance with legislation or the Agreement, the Client may have other rights.

7.3. Obligations of the Bank:

7.3.1. To inform the Client with reliable and complete information about his/her rights and obligations, in particular about all costs associated with the provision of microfinance services;

7.3.2. To provide microfinance services within the terms and in the manner provided for by the Agreement;

7.3.3. For a microloan started at a branch, to provide the Client with complete and reliable information on the scoring result (limit, interest rate, terms) and its validity period;

7.3.4. To ensure that the branch employee conducts the identification of the Client and scoring in accordance with the Bank's internal rules and the requirements of legislation;

7.3.5. To ensure the confidentiality of the Client's personal data provided at the branch and in the mobile application, and to use it only for the purposes provided for by this Agreement;

7.3.6. In accordance with legislation or the Agreement, other obligations may be imposed on the Bank.

7.4. Obligations of the Client:

7.4.1. Before using the microloan service, to familiarize himself/herself with the terms of this offer;

7.4.2. Upon issuance of the microloan and in other cases, in the event of crediting of excess funds to the bank card, the electronic wallet account or other accounts of the Client due to a technical failure of the mobile application, to immediately notify the Bank and return the funds to the Bank;

7.4.3. To perform obligations in the manner and within the terms specified in the Agreement, to pay the loan and the interest accrued on it within the terms and in the amount specified in this Agreement;

7.4.4. For the issuance of the microloan, to ensure the receipt of salary (and payments equivalent to it), identified on the basis of scoring analysis, to the bank card (not to receive salary and payments equivalent to it in any other way);

7.4.5. In case of a change of the number for sending SMS notifications, to warn the Bank thereof and provide the new mobile phone number, including to apply to the Bank in case of a change of the phone number with which scoring was passed at the branch;

7.4.6. To warn the Bank within 5 days in case of a change of address, place of work, surname or name and other changes affecting the performance of obligations under this Agreement;

7.4.7. To provide truthful and complete information about himself/herself at the branch and in the mobile application;

7.4.8. Not to disclose authentication data (the password for logging into the mobile application, SMS code, etc.) to the branch employee and other third parties;

7.4.9. In accordance with legislation or the Agreement, other obligations may be imposed on the Client.

VIII. LIABILITY OF THE PARTIES

8.1. Refusal to perform obligations under this Agreement entails punishment in accordance with the terms of the Agreement and the current legislation of the Republic of Uzbekistan.

8.2. In case of delay in repayment of the principal debt on the microloan, the borrower pays a penalty in the amount of 180% of the amount of the actual overdue debt for the entire period of delay.

8.3. In case of non-payment of interest within the specified term, the borrower pays the Bank penalty interest in the amount of 2% of the amount of the overdue payment for each day of delay in payment, but not more than 50% of the overdue payment.

8.4. Payments of penalties for improper performance of the terms of this Agreement do not release the parties from performing the obligations they have assumed.

8.5. In the event of a contradiction between information given by the branch employee orally or in any other form and the repayment schedule confirmed by the Client in the mobile application, the terms specified in the repayment schedule apply; in such a case, the Client has the right to apply to the Bank.

8.6. The Client independently bears responsibility for the consequences arising as a result of his/her disclosure of authentication data to the branch employee or third parties, as well as failure to ensure their confidentiality.

IX. RESOLUTION OF DISPUTES

9.1. The parties 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 shall be resolved territorially in the civil court where the Bank branch that issued the loan is located, in accordance with the current legislation of the Republic of Uzbekistan.

X. FORCE MAJEURE CIRCUMSTANCES

10.1. The parties are released from liability for partial or complete failure to perform obligations under the Agreement if they resulted from force majeure circumstances that arose after the conclusion of the Agreement 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), preventing the performance of this Agreement.

10.2. In the event of force majeure circumstances, the invoking party shall immediately notify the other party of the occurrence of such circumstances and, upon request, provide a document issued by the relevant authority confirming the occurrence of such circumstances.

XI. TERM OF THE AGREEMENT

11.1. This Agreement is considered concluded and shall have legal force from the date of its confirmation by the Client through the use of the mobile application of JSCMB “Ipoteka Bank”. The Client’s passing of scoring at a Bank branch does not entail the conclusion of the Agreement.

11.2. The Agreement is valid during the lending period under the microloan and terminates after the full performance by the parties of their obligations thereunder.

11.3. All changes and amendments to this Agreement are brought to the attention of Clients through the Bank’s website, the stands of Bank branches and the mobile application.

11.4. The Agreement may be terminated at any time at the initiative of the Client; in this case, upon submission of 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/her rights and obligations under this Agreement to a third party without the written consent of the Bank.

11.6. Termination of the Agreement does not release the parties from performing the obligations assumed during the term of the Agreement.

XII. FINAL PROVISIONS

12.1. Cases not provided for by this Agreement are resolved by the current legislation.

12.2. Neither party is obliged to sign and have the Agreement in paper form, and the version of the Agreement posted in the mobile application at the time the Client performs the action in accordance with clause 3.1 of this Agreement has legal force.

12.3. Information on the consents expressed by the Client at the branch and in the mobile application, on the scoring results and on the Client’s actions to obtain the microloan is stored in the Bank’s

information systems in electronic form and may be used as evidence in the event of a dispute between the parties.

XIII. BANK DETAILS

Name: JSCMB “Ipoteka Bank” Head Office
Address: Tashkent city, Shahrisabz street, 30
TIN (STIR): 202858483
MFO: 00937
License: No. 74 dated December 25, 2021
Website: www.ipotekabank.uz