

PUBLIC OFFER

for the provision of the service of executing an outgoing international money transfer in foreign currency using the SWIFT system through the Bank's Mobile Application

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1. General Provisions

This public offer for the provision of the service of executing an outgoing international money transfer in foreign currency using the SWIFT system through the Bank's Mobile Application (hereinafter — the “Offer”) constitutes a public proposal by the Bank to enter into an agreement with the Client for the provision of the outgoing SWIFT transfer service (Articles 367, 369 and 360 of the Civil Code of the Republic of Uzbekistan). The service is available to legally capable individuals who have been identified by the Bank and who are users of the Mobile Application. The full text of the Offer and the Tariffs are published in the Mobile Application and on the Bank's website; amendments are published no later than 10 (ten) days before their effective date and do not apply to Applications accepted before that date.

This Offer is applied together with the effective Comprehensive (Remote) Banking Service Agreement (hereinafter — the “RBS Agreement”) concluded between the Bank and the Client. Confirmation of an Application by a Confirmation Tool is deemed equivalent to the Client's handwritten signature in the manner established by the RBS Agreement.

2. Definitions

Bank — JSCMB “IPOTEKA-BANK”.

Application — an electronic instruction to the Bank, generated and confirmed by the Client in the Mobile Application, to execute a SWIFT transfer, which constitutes sufficient grounds for its execution and does not require the submission of a paper application.

Transit Account — an account in the currency of the transfer, opened by the Bank to accumulate the amount of the SWIFT transfer.

Transfer Card — a Visa/Mastercard card from which the transfer amount is debited.

Commission Card — a Uzcard/Humo card used by the Client to top up current account No. 22616 for payment of the commission.

Current Account (22616) — the Client's record in the Application used to hold funds for payment of the commission.

“OUR” Charges Instruction — all costs of the transfer are borne by the Client.

Mobile Application — the application available in the AppStore and PlayMarket under the name “IPOTEKA MOBILE”, software developed and provided by JSCMB “IPOTEKA-BANK”, intended for installation and use on mobile devices to provide individual customers with access to banking services, functionality and/or information.

3. Subject Matter of the Offer

3.1 Under this Offer, the Bank accepts, processes and executes the Client's Application for the transfer of funds to the beneficiary specified by the Client, in accordance with the terms of this Offer and the requirements of the legislation of the Republic of Uzbekistan.

3.2 The transfer is executed in US Dollars (USD) or Euros (EUR) on an “OUR” charges basis.

4. Acceptance of the Offer

4.1 Acceptance shall be deemed to consist of: completion of the mandatory fields of the Application → review of the Offer and the Tariffs → confirmation of agreement with the terms → confirmation of the

Application by a Confirmation Tool (OTP/PIN/biometrics), which is equivalent to the Client's handwritten signature. The Offer shall be deemed accepted by the Client, and the agreement concluded, from the moment the Client successfully confirms the Application by a Confirmation Tool and the Application is registered in the Bank's information system with a unique number assigned to it.

5. Client's Consents and Instructions

5.1 By accepting the Offer, the Client provides the following consents and instructions:

- to the opening of a Transit Account in the currency of the transfer (not requested again if the account has already been opened);
- to the debiting of the transfer amount from the Transfer Card (Visa/Mastercard) to Transit Account No. 29801;
- to independently top up Current Account No. 22616 via a Uzcard/Humo card for payment of the commission, upon notification in the form of a request indicating the need for a top-up;
- to the subsequent debiting of the commission amount from Current Account No. 22616 in favor of the Bank following verification of the Application, without a separate confirmation at the time of debiting;
- to the amount of the commission (“OUR” charges basis, a fixed amount under the effective Tariffs) and to the procedure for its refund: if the transfer amount was not debited from Transit Account No. 29801 (i.e., the transfer was not sent) — the commission is refunded to the Client's current account; if the transfer was sent and subsequently returned due to an error in the details or for any other reason — the commission is non-refundable;
- to the use of the data obtained during identification and the data entered by the Client in the Application;
- a direct instruction to the Bank to execute the transfer strictly in accordance with the details specified in the Application;
- confirmation of the completeness and accuracy of the beneficiary's details — the Client is responsible for their correctness;
- confirmation that the purpose of the payment complies with the currency legislation of the Republic of Uzbekistan and that the origin of the transferred funds is lawful;
- to the cross-border transfer of the Client's data to correspondent banks, the beneficiary bank and the SWIFT operator, including to states that do not ensure an adequate level of personal data protection;
- to the processing of personal data and the transfer of information to participants in the payment infrastructure, to the extent necessary for the processing and execution of the transfer;
- confirmation of the irrevocability of the Application once confirmed — revocation is possible only by contacting the Bank and before the SWIFT message has been sent;
- confirmation that the Client has reviewed the estimated processing timeframe for the Application (Section 7) and understands that this timeframe is not the timeframe for crediting funds to the beneficiary.

6. Rights and Obligations of the Parties

6.1 The Bank shall have the right to:

- 6.1.1 request from the Client additional documents and/or information necessary for the verification and execution of the Application;
- 6.1.2 refuse to execute or suspend the execution of the Application on the grounds set out in the Section “Grounds for Refusal / Suspension of Execution of the Application” of this Offer;
- 6.1.3 unilaterally amend the Offer and the Tariffs in the manner provided for in the Section “Other Terms”;
- 6.1.4 withhold from the Client the commissions charged by correspondent banks and the beneficiary bank in the manner set out in the Section “Commission”;
- 6.1.5 unilaterally terminate the legal relationship with the Client on the grounds set out in Section 11 of this Offer.

6.2 The Bank shall be obliged to:

- 6.2.1 accept, verify and, in the absence of grounds for refusal, execute the Client's Application in the manner and within the timeframes provided for in this Offer;
- 6.2.2 inform the Client of the status of the Application in the manner and by the means determined by the Bank;
- 6.2.3 ensure the confidentiality and protection of the Client's personal data in accordance with the legislation of the Republic of Uzbekistan, except in cases of their transfer expressly provided for in this Offer;
- 6.2.4 refund funds to the Client in the cases and in the manner provided for in the Section “Refund of Funds”.

6.3 The Client shall have the right to:

- 6.3.1 contact the Bank to revoke the Application — before the SWIFT message has been sent;
- 6.3.2 receive a refund of funds in the cases provided for in the Section “Refund of Funds”.

6.4 The Client shall be obliged to:

- 6.4.1 ensure sufficient funds on the Transfer Card and the Current Account for the execution of the transfer and the payment of the commission;
- 6.4.2 provide complete, accurate and consistent details of the beneficiary and the transfer, and shall be responsible for their correctness;
- 6.4.3 pay the Bank's commission in accordance with the effective Tariffs, and reimburse the Bank for the commissions withheld by correspondent banks and the beneficiary bank in the cases provided for in this Offer;
- 6.4.4 provide, at the Bank's request, documents and information necessary for the verification and execution of the Application;
- 6.4.5 ensure that the operation complies with the requirements of the effective legislation of the Republic of Uzbekistan and that the origin of the transferred funds is lawful.

7. Contents of the Application

7.1 The Application must contain the following information necessary for the execution of the transfer: type of beneficiary (individual/legal entity), country of the beneficiary, currency and amount of the transfer, “OUR” charges instruction, full name/name and address of the beneficiary, account number/IBAN, SWIFT/BIC of the beneficiary bank, SWIFT/BIC of the correspondent bank (bank names — at the Client's discretion), purpose of payment, Transfer Card, Commission Card. For transfers in favor of a legal entity, supporting documents (invoice, agreement) are provided outside the Application — the Client shall submit them via the secure document-submission channel provided by the Bank.

7.2 If an Application with matching details (Client, currency, amount, beneficiary, purpose of payment) already exists with the status “Under Review” or “In Progress”, a new Application shall not be registered, and the Client shall be shown a corresponding message.

8. Timeframes and Statuses

8.1

Status	Meaning
Under Review	The Application has been registered and is awaiting processing
In Progress	The Application has been accepted for processing by a Bank employee
Executed	The SWIFT message has been sent; the Client is automatically provided with a SWIFT confirmation
Declined	Execution has been refused; the reason for refusal is displayed to the Client, except where its disclosure is not permitted by law

8.2 The estimated timeframe for the Bank's processing of the Application is up to 2 (two) business days, provided that the full set of data has been submitted and sufficient funds are available. This is the timeframe for processing the Application and sending the SWIFT message, and not the timeframe for crediting funds to the beneficiary, which is determined by the correspondent banks and the beneficiary bank and is beyond the Bank's control.

9. Commission

9.1 The commission for a SWIFT transfer on an “OUR” charges basis is a fixed amount in accordance with the Bank's effective retail Tariffs. Individual tariffs may apply to VIP clients and participants in salary projects in accordance with the terms of service applicable to the relevant client category. Correspondent banks and the beneficiary bank are entitled to withhold their own commissions; where necessary, the Bank shall be entitled to claim reimbursement of such commissions from the Client within 5 (five) business days from the date they actually arise or from the date a corresponding payment request is received. An Application cannot be executed if there are insufficient funds on the Current Account to pay the commission — the Client shall be notified accordingly.

10. Refund of Funds

10.1 The refund procedure depends on whether the transfer amount was actually debited from the Transit Account and sent to the correspondent bank (i.e., whether the transfer was sent):

- If the Application is declined or cancelled before the transfer is sent (the amount has not been debited from the Transit Account): the transfer amount is refunded to the Client on the Transfer Card; the commission amount remains on the Client's current account.

- If the transfer has been sent and is returned by the correspondent bank or the beneficiary bank: the transfer amount is credited to the Client on the Transfer Card, less the actual commissions withheld by the correspondent banks and the beneficiary bank upon sending and returning the transfer. The Bank's commission is non-refundable.
- If the return of the transfer results from incorrect or incomplete details provided by the Client, all costs and commissions withheld by the correspondent banks and the beneficiary bank upon sending and returning the transfer shall be borne by the Client and withheld from the refunded transfer amount. The Bank does not guarantee the return of the transfer in such a case and shall not be liable for a foreign bank's refusal to return it.

11. Grounds for Refusal / Suspension of Execution of the Application

11.1 The Bank shall be entitled to refuse to execute the Application or to suspend its execution in the cases provided for by the legislation of the Republic of Uzbekistan, this Offer and the applicable rules of the Bank, including where one or more of the following grounds exist:

- the Client has provided inaccurate, incomplete or contradictory information and/or details;
- the Client has failed to provide documents and/or information requested by the Bank for the verification and execution of the Application;
- there are insufficient funds to execute the transfer and/or pay the Bank's commission;
- the operation does not comply with the requirements of the currency legislation of the Republic of Uzbekistan;
- there are grounds for refusing to carry out the operation or for its suspension, as provided for by the legislation of the Republic of Uzbekistan on combating the legalization of proceeds from criminal activity, the financing of terrorism and the financing of the proliferation of weapons of mass destruction;
- circumstances are identified that prevent the execution of the Application in connection with the application of sanctions, export control or other restrictive measures binding on the Bank in carrying out the relevant operation;
- the beneficiary, the beneficiary bank or the correspondent bank is listed on the relevant sanctions lists, or there are other circumstances due to which the execution of the transfer is impossible or restricted;
- the limits established by the legislation of the Republic of Uzbekistan or by the Bank on the amount and/or number of transfers are exceeded;
- there are restrictions or prohibitions on operations on the Client's accounts and/or cards;
- technical, operational or other circumstances are identified that prevent the execution of the Application, including the impossibility of its execution through the relevant payment infrastructure.

11.2 The Bank shall notify the Client of the status of the Application and, in the event of a refusal to execute or a suspension of the operation, reserves the right to disclose to the Client the reasons for the refusal or suspension in the cases and in the manner provided for by the legislation of the Republic of Uzbekistan.

11.3 The Bank shall have the right to unilaterally terminate the legal relationship with the Client if the Client is included in the sanctions lists of the UN, the EU, OFAC (USA), or the UK, or in the event the Client violates the “Rules of Internal Control for Combating the Legalization of Proceeds from Criminal Activity, the Financing of Terrorism and the Financing of the Proliferation of Weapons of Mass Destruction for Commercial Banks” (Resolution of the Board of the Central Bank of the Republic of Uzbekistan and the Department for Combating Tax, Currency Crimes and Legalization of Criminal Proceeds under the Prosecutor General's Office of the Republic of Uzbekistan, registered on 23.05.2017, registration No. 2886).

12. Liability

12.1 The Parties shall be liable for the non-performance or improper performance of their obligations under this Offer in accordance with the effective legislation and the agreements concluded between the Bank and the Client.

12.2 The Client shall bear full responsibility for the accuracy of the details provided and for the operation's compliance with currency legislation. The Bank shall not be liable for the actions of correspondent banks, the beneficiary bank, or the SWIFT operator, for delay or blocking of the transfer by sanctions-control measures of foreign banks, or for the consequences of the Client specifying incorrect details. The Bank's liability shall be determined in accordance with the legislation of the Republic of Uzbekistan.

12.3 The Client shall independently bear responsibility for losses and other adverse consequences arising from the non-performance or improper performance of its obligations, including the consequences of entering personal data using unsecured connections or devices exposed to the risk of malicious software and applications.

12.4 The Bank shall not be liable for improper performance of the terms of this Agreement if such improper performance is caused by the Client's non-performance or improper performance of its obligations, circumstances beyond the Bank's reasonable control, acts or omissions of third parties, prohibitions or restrictions imposed by state or judicial authorities, or failures of power supply, internet connection and other similar circumstances. The Bank shall also not be liable for the consequences of the Client's failure or delay in reviewing this Offer. The Bank shall not be liable for expenses, losses or other consequences arising from causes beyond the Bank's control.

12.5 The Bank shall not be liable to the Client or third parties for any losses or damages, including lost profits, damage to reputation and other indirect losses, arising in connection with the performance of this Offer.

13. Force Majeure

13.1 The Parties shall be released from liability if the failure to perform their obligations is caused by force majeure circumstances, including the disconnection of the Bank or its correspondent banks from the SWIFT system, the imposition of restrictions on international settlements, actions of state authorities, and other circumstances beyond the reasonable control of the Parties.

14. Dispute Resolution

14.1 All disputes, disagreements or claims arising out of or in connection with this Offer shall be resolved through amicable negotiations; if no agreement is reached — through the claims procedure (the review period shall be determined by the effective legislation of the Republic of Uzbekistan). If a

dispute is not settled through the claims procedure, it shall be referred to the competent court at the place of the Bank's registration, in the manner provided for by the effective legislation of the Republic of Uzbekistan.

15. Other Terms

15.1 The Offer shall be valid indefinitely, until withdrawn by the Bank. The Bank shall have the right to withdraw the Offer at any time by posting a corresponding notice on the Bank's official website <https://www.ipotekabank.uz> and/or in the Mobile Application. Withdrawal of the Offer shall not affect agreements concluded before such withdrawal, unless otherwise established by the relevant instrument.

15.2 In all matters not expressly provided for in the Offer, the Parties shall be guided by the Bank's internal regulations, the effective legislation of the Republic of Uzbekistan, and business customs.

15.3 The Bank shall have the right to unilaterally amend this Offer, notifying the Client thereof by publishing the relevant amendments on the official website and/or through push notifications and/or in the interface of the Applications and/or via SMS notification.

15.4 By accepting this Offer, the Client confirms its unconditional agreement with all the terms of the Agreement and undertakes to perform it.

BANK ADDRESS AND DETAILS

Joint-Stock Commercial Mortgage Bank “Ipoteka-Bank”

Address (location): Republic of Uzbekistan, 100000, Tashkent city, Shahrisabz street, 30.

TIN: 202858483

MFO (Bank Identification Code): 00937

License: No. 74 dated 25 December 2021

Inquiries (Bank Contact Center): (+78) 150-11-22

Bank's official website: www.ipotekabank.uz

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