

PUBLIC OFFER

on adherence to the Rules of comprehensive banking services for individuals in “Kapital 24” branch of retail business of JSCB “Kapitalbank”

City of Tashkent

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Guided by articles 358, 367 and 370 of the Civil Code of the Republic of Uzbekistan, the legislation on electronic document management and other legislative acts of the Republic of Uzbekistan, **pursuant to** the Resolutions of the President of the Republic of Uzbekistan “On additional measures to improve the availability of banking services” No. PP-3620 dated March 23, 2018 and “On measures for further development and increasing the stability of the banking system of the Republic” No. PP-3270 dated September 12, 2017, **in order to** create conditions for the provision of modern banking services and the use of innovative banking technologies in providing the possibility of providing remote banking services to individuals, the **Joint-Stock Commercial Bank “Kapitalbank”** (hereinafter referred to as the “Bank”), represented by the Deputy Chairman of the Board Glushchenko Alexey Pavlovich, acting on the basis of the Power of Attorney No. 200 dated August 25, 2021, makes this public offer (hereinafter referred to as the “Public Offer”) to join the Rules for Comprehensive Banking Services for Individuals in the branch of the retail business “Capital 24” of JSCB “Kapitalbank” (hereinafter referred to as the “Rules”) or when using the Kapitalbank Mobile Application (hereinafter referred to as the “Application”) to any **capable individual (resident or non-resident)** and hereinafter referred to as the “Client”, who has accepted this offer by confirming it on the basis of Article 370 of the Civil Code of the Republic of Uzbekistan to the Public Offer as a whole (without any conditions, exceptions and reservations).

I. TERMS AND DEFINITIONS

1.1. For the purposes of unambiguous interpretation of this Public Offer, the terms below are used in the following meaning:

E-mail address is the e-mail address specified by the Client when filling out the Application Form in the “Contact Information” section. Within the framework of this Public Offer, the Client can have only one Email Address (e-mail) at a time;

Bank card - a payment (plastic) card operating online, issued by a commercial bank of the Republic of Uzbekistan and enabling its holder to conduct transactions on a bank account (card account);

Applicable law is the current regulatory legal acts of the Republic of Uzbekistan, namely, laws, bylaws, regulations and resolutions (orders, letters) of the Central Bank of the Republic of Uzbekistan, ratified international treaties and agreements;

Remote Banking Service (RBS) is the provision by the Bank to the Client of a range of services without the participation of an authorized employee of the Bank using RBC services. Within the framework of the RBC, the Client has the opportunity to use the Banking Product and/or carry out a Single Transaction in the manner specified in the Rules.

Comprehensive Banking Services Agreement (CBSA) is an agreement concluded between the Client and the Bank by joining the Client to the Rules, which stipulate the conditions and procedure for providing services to the Client within the framework of RBC. The Rules, the Bank’s Tariffs, this

Public Offer, as well as the Application form duly filled in by the Client, in the aggregate are the CBSA concluded between the Client and the Bank;

Application form is an application in electronic form for the provision of RBC to JSCB “Kapitalbank”, which is an integral part of the Rules, in the form established by the Bank;

Mobile phone number is mobile phone number specified by the Client in the Application form (in the column “Mobile number (required)”, specified in the “Contact information” section, registered in the database of the Bank’s clients. Within the framework of this Public Offer, the Client can have only one Mobile Phone Number at a time;

Verification Code is a special one-time variable code generated by the Bank and sent to the Client in the form of an SMS message to the Mobile Phone Number and/or Email Address of the Client. All actions of the Client committed using the Verification Code are not subject to dispute and are recognized as committed personally by the Client and give rise to legal consequences for the Client similar to the use of handwritten signatures in accordance with the requirements of the Applicable law;

Third parties – unless otherwise stipulated by Applicable law and the Rules, all other persons, except the Bank and the Client.

1.2. Other terms in the text of this Public Offer shall have the same meaning as in the Rules, which are an integral part of this Public Offer.

1.3. In case there is no unambiguous interpretation of a term in the text of the Public Offer and the Rules, one should follow the interpretation of the term, defined: firstly - by the legislation of the Republic of Uzbekistan, secondly - on the Bank’s website, and then - by the established (commonly used) banking practice.

II. THE SUBJECT OF THE PUBLIC OFFER

2.1. The subject of this Public Offer is unconditional and full (without any reservations, exceptions, exemptions and objections) accession of the Client to the current version of the Rules as a Client in accordance with Article 360 of the Civil Code of the Republic of Uzbekistan.

2.2. The Bank’s Rules and Tariffs are published on the Bank’s website at www.kapital24.uz.

III. THE SUBJECT OF THE PUBLIC OFFER

3.1. Based on Article 369 of the Civil Code of the Republic of Uzbekistan, the publication (placement) of the text of this Public Offer on the Bank’s website on the Internet www.kapital24.uz is a public offer (offer) addressed to an indefinite circle of individuals that meets the requirements specified in the preamble of this Public Offer, its accept (join) the Rules.)

3.2. In accordance with Article 370 of the Civil Code of the Republic of Uzbekistan, the Parties acknowledge unconditional acceptance of the conditions of this Public Offer by the fact of entering by the Client of the Verification code.

3.3. Performance of the Acceptance by the Client is deemed to be a confirmation that the Client:

- 3.3.1.** is fully acquainted with and accepts all the terms and conditions of this Public Offer, the Bank's Rules and the Tariffs as they are set forth, without any conditions, exceptions and reservations;
- 3.3.2.** agrees and undertakes to comply with the terms/requirements of this Public Offer and the Rules. Their contents and possible legal consequences for the Client in connection with the Public Offer are fully understood;
- 3.3.3.** is legally capable/capable and confirms its legal right to enter into contractual relations with the Bank;
- 3.3.4.** has provided true, valid and complete information in the Application form;
- 3.3.5.** fully acquainted with and agrees with:
- recommendations for safe use of RBC, the rights, obligations and responsibilities of the Parties under CBSA, as well as other terms and conditions of RBC;
 - legal consequences in connection with accession to the Rules;
 - the current Bank's Tariffs and the procedure for making amendments and/or additions to the Rules and the Bank's Tariffs by the Bank;
- 3.3.6.** has given his consent to the transfer of the cell phone number to the Mobile Network Operator and its processing for the purpose of providing RBC by the Bank.
- 3.4.** Being guided by the legislation of the Republic of Uzbekistan on electronic document management, the Parties shall agree and equate this accepted Public Offer to the agreement on paper and confirm the same legal force equal thereto.
- 3.5.** The public offer, as well as the documents formed under the CBSA, does not require sealing and/or handwritten signature of the Parties, while retaining full legal effect.
- 3.6.** In case of disagreement with the terms of this Public Offer, we request the Client not to accept this Public Offer.

IV. RIGHTS AND LIABILITIES OF THE PARTIES

- 4.1.** The rights and obligations of the Parties are defined by the Rules and arise after the acceptance by the Client of this Public offer.
- 4.2.** The Client undertakes not to allow third parties to use the Verification code and means of communication, to which the Bank provides information under RBC.

V. VALIDITY OF THE PUBLIC OFFER, PROCEDURE FOR AMENDING ITS TERMS AND CONDITIONS AND WITHDRAWAL

- 5.1.** This Public Offer shall be effective from the date of its acceptance in the order specified in paragraph 3.2. of this Public Offer, and shall be valid until its termination on the grounds stipulated by the Rules, as well as the legislation of the Republic of Uzbekistan.
- 5.2.** The Bank shall notify the Client of changes to the terms of this Public Offer at least 5 (five) calendar days prior to the date of the planned additions and/or changes in compliance with the mandatory procedure of summarizing the current offer on the Bank's website www.kapital24.uz and

sending a notice in electronic form to the Client's Personal account in the manner specified in the Rules.

5.3. The Bank has the right at any time to early withdraw this Public Offer for an indefinite period due to technical, organizational, legal or other reasons by sending a notice of withdrawal to the Client in the form of an electronic message to the Personal Account indicating the reasons for the withdrawal.

VI. PARTIES' RESPONSIBILITY AND DISPUTE RESOLUTION PROCEDURE

6.1. Parties are responsible for non-performance or improper performance of their obligations under this Public Offer in accordance with the current legislation of the Republic of Uzbekistan and the Rules.

6.2. Disputes related to this Public Offer shall be resolved by the Parties through negotiations between them. If it is impossible to resolve disputes through negotiations, disputes shall be resolved in accordance with the procedure stipulated by the Rules.

VII. MISCELLANEOUS

7.1. Relations between the Bank and the Client, not provided for by this Public Offer, are governed by the applicable legislation of the Republic of Uzbekistan and the Rules.

7.2. In accordance with the laws of the Republic of Uzbekistan "On Bank Secrecy", "On Informatization" and "On Personal Data", the Client hereby freely, and at his own will and in his own interests, consents to the Bank to provide Third Parties with information constituting banking secrecy and information about personal data, as well as other secrets protected by law, which are necessary for the Bank to fulfill its obligations under the RBC and the CBSA.

7.3. By accepting this Public Offer, the Client:

7.3.1. provides its consent to receive from the Bank (to the Mobile Phone Number, Email Address and Personal Account) advertising, commercial and other information related to the use of remote banking services, including information about new services of the Bank and joint products of the Bank and Third Parties, by sending notifications through RBS channels;

7.3.2. declares its knowledge and agreement that:

- contact information specified in the Application form and in any other documents submitted to the Bank may be used by the Bank to provide the Client with any information related to the execution of the RBS and CBSA. The Client undertakes not to allow the use of Authentication tools by Third Parties;
- will immediately inform the Bank in writing of any significant changes in the information specified in the Application form;
- all actions related to the introduction of a Login, Password or Verification Code, as well as all actions performed in the Confirmation Window, will be carried out personally by the Client;
- in accordance with the terms of the Rules, register the owned Mobile Phone Number specified in the Application form and send all the necessary information to it in accordance with the Rules;
- for the purpose of concluding and executing a consumer loan and a loan in the form of an overdraft, as well as a microloan or providing a guarantee, etc. the Bank has the right to receive and/or transfer all necessary information (credit report/credit history/information, etc.) regarding the Client and/or the object of lending (if necessary) and/or the guarantor in the State

Register of Credit Information at the Central Bank of the Republic of Uzbekistan and/or “Credit Bureau of the Republic of Uzbekistan” LLC. Credit Information Analytical Center and other organizations (departments, banks);

7.4. The Parties have agreed to recognize documents in electronic form, including documents filled in and compiled through the RBC, as documents drawn up in writing.

7.5. In the event that any of the provisions of this Public Offer become illegal and/or invalid in accordance with the applicable legislation of the Republic of Uzbekistan, such provisions of the Public Offer do not apply in the relationship between the Parties and will be replaced by new provisions that best meet the original intentions contained in the Public Offer. The remaining provisions of the Public Offer remain in full force and effect.

7.6. This Public Offer has been developed and published in Russian.

**VIII. ADDRESS AND DETAILS OF THE BANK
JSCB “Kapitalbank”**

Legal address: house 7, Sayilgokh str., 100047, city of Tashkent, Republic of Uzbekistan.

Postal Address: house 7, Sayilgokh str., 100047, city of Tashkent, Republic of Uzbekistan.

Bank code: 01158 TIN: 207127843