

## PUBLIC OFFER

for conducting currency conversion operations and automatic transfer of funds from the account of an individual to the account of an individual entrepreneur for the purpose of loan repayment

Tashkent

« \_\_\_\_ » \_\_\_\_\_ 2025г.

This document is an official proposal (public offer) of JSCB "Kapitalbank" (hereinafter referred to as the "Bank"), represented by the Chairman of the Board K.L. Maevsky, acting on the basis of the Charter, on the one hand, and an individual who has a demand deposit account with the Bank (hereinafter referred to as the "Client"), who has accepted this public offer unconditionally, on the other hand. The Parties conclude this Public Offer for the purpose of loan repayment.

By performing the actions provided for in this Public Offer, the Client unconditionally agrees to the terms set forth below.

In all matters not expressly provided for in this Public Offer, the Parties shall be governed by the applicable laws of the Republic of Uzbekistan, the agreements concluded between the Bank and the Client, as well as business customs and practices.

### I. TERMS AND DEFINITIONS

1.1 In this Public Offer, the following terms and definitions are used:

**Client** – an individual registered as an individual entrepreneur (hereinafter – "IE"), who has undertaken the obligation to repay loan debt to the Bank and has a demand deposit account with the Bank.

**Top-Up Amount** – the amount of cash deposited into the ATM by the individual for the purpose of loan repayment of the IE.

**ATM** – an automated device owned by JSCB "Kapitalbank" for dispensing and accepting cash, as well as for loan repayment without the participation of a bank employee, using cash funds.

**Deposit Account** – the demand deposit account of the individual, i.e. a bank account that records the Client's funds in national and/or foreign currency, payable or transferable upon the Client's first demand.

**IE Account** – a special bank account of the individual entrepreneur, in national or foreign currency, intended for the repayment of debts to the Bank.

**Application of Acceptance** – the Client's explicit and automatic consent to fully and unconditionally accept the terms of the Public Offer.

**Conversion** – an operation of purchasing foreign currency for national currency, as well as selling foreign currency for national currency at the Bank's exchange rate.

**Foreign Currency** – US dollars.

**National Currency** – Uzbek soum.

**Exchange Rate** – the official rate of exchange of foreign currency against the national currency of the Republic of Uzbekistan, established by the Bank for conversion operations under this Public Offer. The exchange rate always corresponds to the rate applied for foreign exchange operations in the “Kapitalbank.Online” mobile application at the time of the operation.

1.2 Terms and definitions not defined in this Public Offer shall be applied in the meanings established by applicable legislation in accordance with their literal meaning and interpretation, based on the context.

## II. SUBJECT OF THE PUBLIC OFFER

2.1. Under the terms of this Public Offer, the Bank carries out operations for converting the national currency into foreign currency, as well as converting foreign currency into national currency, and automatically transfers the converted funds from the Client’s Deposit Account to the IE Account for loan repayment.

2.2. The Bank, on its own behalf but at the expense of the Client, shall perform:

A) conversion of national currency deposited into the Bank’s ATMs into foreign currency to the Client’s deposit account in foreign currency, and the automatic transfer of funds from the foreign currency deposit account to the IE Account, under the terms of this Public Offer.

B) conversion of foreign currency deposited into the Bank’s ATMs into national currency to the Client’s deposit account in national currency, and the automatic transfer of funds from the national currency deposit account to the IE Account, under the terms of this Public Offer.

2.3. The automatic transfer of funds under clause 2.2 (paragraph A) of the Public Offer from the deposit account in foreign currency to the IE Account, as well as the automatic transfer of funds under clause 2.2 (paragraph B) of the Public Offer from the deposit account in national currency to the IE Account, shall only be carried out if the IE Account belongs to the Client as an individual entrepreneur. The transfer of funds from the Client’s Deposit Account to the IE account of another individual entrepreneur is prohibited.

2.4. The automatic transfer of funds under clause 2.2 (paragraphs A and B) of the Public Offer is carried out for the purpose of the Bank’s debit without acceptance of funds towards payment (repayment) of the Client’s loan as an individual entrepreneur according to the loan repayment schedule.

## III. PROCEDURE FOR ACCEPTANCE OF THE PUBLIC OFFER

(Acceptance of the Public Offer)

3.1. Publication of the Public Offer text on the Bank’s website constitutes a public proposal (offer) addressed to Clients.

3.2. The Client accepts the Public Offer by confirming acceptance through the ATM interface by checking the “Agree with the terms of the offer” box.

3.3. By such acceptance, the Client confirms that the acceptance generates legal consequences equivalent to signing with a handwritten signature in accordance with applicable law.

3.4. Acceptance (confirmation) by the Client of this Public Offer means:

- The conclusion between the Parties of an Agreement for the provision of services for repayment of the Client's loan as an individual entrepreneur with conversion of deposited funds, in accordance with this Public Offer.
- The Client's instruction to the Bank to perform conversion operations and transfer of funds from the Client's deposit account to the IE Account, whereby conversion shall be carried out at the rate applied for foreign exchange transactions in the "Kapitalbank" mobile application at the moment the operation is performed under this Public Offer, and the transfer of funds from the Client's deposit account to the IE Account shall be carried out automatically.
- The Client's unconditional and irrevocable consent to the Bank's right to debit without acceptance the funds deposited by the Client from the Client's Deposit Account to the IE Account, and to debit without acceptance funds from the IE Account in the required amount to repay the indebtedness under the loan agreement.

3.5. The Public Offer accepted by the Client constitutes an Agreement concluded by the Parties for the provision of services for repayment of the Client's loan by way of conversion of funds. Pursuant to the legislation of the Republic of Uzbekistan on electronic document flow, the Parties agree that the accepted Public Offer and the Agreement for the provision of services for repayment of the Client's loan by way of conversion of funds are equivalent to a paper agreement and have the same legal force and do not require affixing seals and or handwritten signatures of the Parties.

#### IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Client shall:

4.1.1. Hold a deposit account with the Bank.

4.1.2. Be registered as an individual entrepreneur and hold an IE Account.

4.1.3. Physically deposit the Top-up Amount into the ATM.

4.2. The Client has the right to:

4.2.1. Withdraw the acceptance of this Public Offer by submitting to the Bank an appropriate written application in paper form. However, at the time of submitting such application, the Client must not have any overdue indebtedness to the Bank under the loan.

4.2.2. Submit to the Bank a claim regarding the quality of the service provided no later than 30 (thirty) calendar days from the date of its provision.

4.3. The Bank has the right to:

4.3.1. Refuse acceptance of this Public Offer in the event of:

- suspicion that the purpose of its conclusion is to carry out operations aimed at the legalization of proceeds of crime or the financing of terrorism.
- the Bank's lack of technical or other capability to do so at the time of acceptance.
- the Client's lack of a deposit account in foreign currency (if the loan is issued in national currency) or lack of a deposit account in national currency (if the loan is issued in foreign currency).
- the Client's lack of an IE Account.
- the Client not being registered as an individual entrepreneur.
- other reasons provided by the legislation of the Republic of Uzbekistan.

4.3.2. Unilaterally make changes to this Public Offer without prior notice to Clients and other persons. All changes are published on the Bank's website and enter into force from the moment they are posted on the Bank's website.

## V. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

5.1. For non-performance or improper performance by the Parties of their obligations under this Public Offer, the Party that has breached the terms shall be liable in accordance with the procedure established by applicable legislation.

5.2. Neither Party shall be liable for full or partial non-performance of any of its obligations under this Agreement if such non-performance results from circumstances such as flood, earthquake, and other natural disasters, embargo, war or military actions, adoption by state authorities of the Republic of Uzbekistan of decisions, resolutions, rulings, and other acts impeding the performance by the Parties of their obligations under the Public Offer that arose after its conclusion, as well as from other circumstances beyond the control of both Parties (power outage, lack of telecommunications due to inter-station connections and internet service providers, etc.).

5.3. If the Parties fail to reach agreement through negotiations, all disputes, disagreements, demands, or claims that may arise or have arisen out of this Public Offer shall be resolved in court in accordance with the jurisdiction and venue established by the applicable legislation of the Republic of Uzbekistan.

## VI. TERM OF THE PUBLIC OFFER

6.1. The term of this Public Offer is not limited.

6.2. The effect of this Public Offer may be suspended or terminated by the Bank at any time at its sole discretion by publishing the relevant notice on the Bank's website.

## VII. MISCELLANEOUS

7.1. If any provision of this Public Offer becomes illegal and or invalid under the applicable legislation of the Republic of Uzbekistan, such provision of the Public Offer shall not apply in the relations between the Parties and shall be replaced with a new provision that most closely reflects the original intent contained in the Public Offer. The remaining provisions of the Public Offer shall remain in full force and effect.

7.2. In all matters not provided for in this Public Offer, the Parties shall be guided by the applicable legislation of the Republic of Uzbekistan.

7.3. This Public Offer is drafted and published in the Russian language.

#### VIII. ADDRESS AND DETAILS

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