PUBLIC OFFER AGREEMENT

for the Use of the "Business Online" Loan Product

Joint Stock Company **"Garant bank"** (hereinafter referred to as the **"Bank"**) hereby offers this Public Offer Agreement to a business entity (hereinafter referred to as the **"Borrower"**) under the terms and conditions set forth below.

1. Subject of the Agreement

1.1. The Bank undertakes to provide the Borrower with a loan in the amount and under the terms specified in this Agreement, while the Borrower undertakes to repay the loan within the agreed period and to pay interest accrued for the use of the loan.

2. Definitions

2.1. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Business Online Loan" (hereinafter referred to as the **"Loan"**) means a loan granted to sole proprietors and legal entities engaged in entrepreneurial activities that have maintained uninterrupted business turnover during the last six (6) months. The Loan is provided through the **Mobile Banking** application and **Internet Banking** for a period of up to twelve (12) months for the purpose of replenishing working capital. The Loan is disbursed to the Borrower's primary current account based on an online scoring assessment and secured by an insurance policy covering the risk of loan default for **50% of the loan amount**.

"Online Scoring Assessment" means an automated analysis of the Borrower's cash inflows credited to the relevant accounts during the last six (6) consecutive months for the purpose of determining the Borrower's eligible loan amount.

Purpose of the Loan means financing the Borrower's working capital by transferring the loan proceeds to the Borrower's account.

Interest Payment Date means the **5th day of each month** until the Borrower has fully fulfilled all obligations under this Agreement.

Principal Repayment Date means the **5th day of each month** following the expiration of the grace period (if applicable).

Financing Commencement Date means the date on which the Loan or any portion thereof is disbursed.

Loan Debt (Principal) means the amount of the Loan, or any part thereof, that has been utilized by the Borrower but has not yet been repaid.

Loan means the total amount of funds provided by the Bank to the Borrower under the terms and conditions of this Agreement.

Lender / Bank means the Operations Department and/or Banking Service Offices of **JSC "Garant bank"**.

Loan Interest Rate means **28% (twenty-eight percent) per annum** calculated on the outstanding principal balance.

Loan Term means **twelve (12) months** commencing from the date on which this Agreement is electronically approved.

Loan Security means an insurance policy covering the risk of loan default for **50% of the loan amount** *(the Bank acts as the policyholder and pays the insurance premium, which* *shall subsequently be reimbursed by the Borrower from the loan proceeds).*

Grace Period for Principal Repayment means **one (1) month** from the date this Agreement is duly approved.

Interest Accrual Period means the period beginning on the Loan disbursement date and ending on the next Interest Payment Date (excluding that date), continuing until the Loan is repaid in full.

Final Principal Repayment Date means the final date by which the principal amount of the Loan must be fully repaid, which shall not exceed the Loan Term.

Principal Repayment Period means the period of not more than **eleven (11) months**, commencing after the expiration of the grace period and beginning from the date of the first scheduled principal repayment.

Interest Payment Period means each scheduled principal repayment date until the final repayment of the Loan principal.

Third Party means any legal entity or individual that is not a party to this Agreement.

Banking Business Day means the official working hours established on a business day in accordance with the legislation of the Republic of Uzbekistan.

2.2. Unless the context requires otherwise, words in the singular shall include the plural, and words in the plural shall include the singular.

3. Loan Disbursement Terms

3.1. The Loan shall be disbursed based on the results of the online scoring assessment by transferring the funds to the Borrower's account through the Bank's **Mobile Banking** application and/or **Internet Banking**.

3.2. The Borrower shall become entitled to receive the Loan after fulfilling all eligibility requirements set forth in this Agreement for obtaining the Loan, including reimbursement of the insurance premium paid by the Bank as loan security.

3.3. To secure the proper performance of the Borrower's obligations under this Agreement, and in accordance with **Article 783 of the Civil Code of the Republic of Uzbekistan**, the Borrower irrevocably authorizes the Bank to debit, without acceptance (direct debit), funds in any currency from any of the Borrower's accounts maintained with any bank for the purpose of repayment of the outstanding indebtedness.

3.4. The Loan utilization period shall be **one (1) month** from the date this Agreement is executed.

3.5. The Borrower shall make monthly Loan repayments in accordance with the repayment schedule no later than the **5th day of each month**.

The principal amount of the Loan shall be repaid in equal installments proportionate to the Loan Term after deduction of the applicable grace period.

The Borrower must fully utilize the approved Loan amount during the grace period. Any portion of the Loan that is not utilized within the prescribed period shall not be disbursed thereafter.

3.6. In the event of overdue indebtedness, interest shall accrue at a rate equal to **1.5 times** the contractual Loan interest rate.

3.7. Interest shall be calculated based on the outstanding principal balance by applying the actual number of days the Loan is utilized divided by a **365-day year**.

Garant bank

Interest payments shall be made in the national currency once each month, on the **5th day of every month**, beginning from the Loan disbursement date.

The final interest payment shall be made on the final Loan repayment date.

Repayment of the principal amount shall be made by the Borrower in the national currency.

The Borrower shall also have the right to repay Loan installments in **United States Dollars (USD)** by converting the national currency into USD at the exchange rate applicable on the conversion date through the foreign exchange market of the Republic of Uzbekistan. All conversion costs, exchange rate risks, and related expenses shall be borne solely by the Borrower.

3.8. By signing (accepting) this Agreement, the Borrower irrevocably authorizes the Bank to debit, without additional consent (without acceptance), funds in any currency from any of the Borrower's accounts maintained with any bank in the event of non-performance or improper performance of the Borrower's obligations under this Agreement.

3.9. Unless otherwise required by mandatory provisions of law or otherwise determined by the Bank, any payment made by the Borrower under this Agreement shall be applied in the following order of priority:

- commissions, penalties, fines, and increased interest accrued on overdue principal;
- overdue interest payments;
- overdue principal payments;
- current interest payments;
- current principal repayments.

The date on which the principal and accrued interest shall be deemed repaid shall be the date on which the corresponding funds are credited to the relevant Bank accounts.

3.10. If the due date for repayment of the principal or payment of interest falls on a non-business day, payment shall be made on the **next Banking Business Day**.

4. Rights and Obligations of the Parties

4.1. Rights of the Bank

4.1.1. In the event the Borrower breaches the terms of this Agreement, the Bank shall have the right to debit, without acceptance (direct debit), the full amount of the outstanding indebtedness, including the principal, accrued interest, and any other amounts payable under the Loan, from any of the Borrower's bank accounts.

4.1.2. To require the Borrower to provide and maintain Loan Security in the amount and within the time limits established by this Agreement and applicable legislation.

4.1.3. In the event of the Borrower's failure to perform or improper performance of its obligations under this Agreement, the Bank shall have the right to:

- notify the Borrower in writing and/or through electronic communication channels of the occurrence of such default, specifying the period within which the default must be remedied;
- require additional security to ensure the proper performance of the Borrower's obligations under this Agreement;
- file a claim with the competent court for full recovery of the outstanding indebtedness where the Borrower breaches or improperly performs its obligations, the Borrower's financial

condition deteriorates, or any other circumstances arise that may adversely affect repayment of the Loan;

- enforce recovery against the Loan Security and/or any other assets of the Borrower in accordance with applicable law;
- reimburse, without the Borrower's additional consent (by direct debit), the insurance premium paid by the Bank for the insurance policy accepted as Loan Security from the Loan proceeds;
- exercise any other rights provided for by this Agreement and the applicable legislation of the Republic of Uzbekistan.

4.2. Rights of the Borrower

4.2.1. To demand disbursement of the Loan in the approved amount and within the prescribed period after completion of all procedures established by the Bank.

4.2.2. To obtain information regarding the status and utilization of the Loan.

4.2.3. To refuse the Loan, without incurring any charges, at any time after conclusion (acceptance) of this Agreement and before the Loan funds are disbursed.

4.2.4. To repay the Loan in full or in part before its maturity date. In such case, any interest accrued up to the repayment date shall first be paid.

4.2.5. To reimburse, from the Loan proceeds, the insurance premium paid by the Bank for the insurance policy accepted as Loan Security.

4.3. Obligations of the Bank

4.3.1. To provide the Loan to the Borrower in accordance with the terms and procedures established by this Agreement.

4.3.2. To provide the Borrower with statements reflecting account transactions related to the Loan, settlements, commissions, and other charges incurred in connection with the Loan.

4.3.3. Upon full repayment of the Loan by the Borrower, to close the corresponding loan accounts.

4.4. Obligations of the Borrower

4.4.1. To repay the principal amount of the Loan and the accrued interest in full and within the prescribed time limits by making monthly payments in accordance with the repayment schedule.

4.4.2. To reimburse, from the Loan proceeds, the insurance premium paid for insurance covering **50% of the Loan amount** against the risk of default, in accordance with this Agreement and applicable legislation.

4.4.3. Upon the Bank's first demand, to reimburse all additional expenses incurred by the Bank in connection with the performance or enforcement of this Agreement.

4.4.4. To strictly comply with the fundamental lending principles of **repayment, maturity, and payment of interest** throughout the entire Loan period.

4.4.5. To notify the Bank within **five (5) Banking Business Days** of any changes to the Borrower's legal status, organizational and legal form, registered address, banking details, or any other material information, and to provide supporting documents confirming such changes.

4.4.6. During the validity of this Agreement and until all obligations have been fully discharged, not to undertake any legal or business transactions that may adversely affect the Borrower's business operations or its ability to repay the Loan, not to conduct any activities contrary to its charter, and not to terminate or liquidate its business.

4.4.7. Prior to utilizing the Loan, to obtain, in the prescribed manner, the consent of all founders (participants/shareholders) for the utilization of the Loan.

This translation follows international banking contract drafting conventions and maintains consistency with the previous sections (e.g., **Bank**, **Borrower**, **Loan Security**, **Banking Business Day**, **direct debit**, **default**, **repayment schedule**).

5. Events of Default

5.1. Any of the following circumstances shall constitute an Event of Default under this Agreement:

- the Borrower's failure to repay the Loan, interest, and/or any other payments in accordance with this Agreement and the repayment schedule;
- the Borrower's concealment of information relating to deterioration of its financial standing or any other circumstances that may result in the Borrower's inability to perform its obligations under this Agreement;
- breach of any provision of this Agreement;
- breach of the terms of any agreement related to this Agreement, including pledge agreements, insurance agreements, or other security arrangements.

6. Loan Security

6.1. The Loan shall be secured as follows:

6.1.1. An insurance policy covering the risk of loan default in the amount of **50% of the Loan amount** shall serve as security for the Loan.

7. Early Recovery of Loan Indebtedness

7.1. The Bank shall have the right to demand immediate early repayment of the Loan amount and all other amounts due under this Agreement, and to file a claim with the competent court for early recovery of the outstanding indebtedness, if any of the following circumstances occurs:

a) the Borrower loses its ability to repay the Loan or fails to make payments when due, and such default continues for **thirty (30) calendar days** from the date the payment became overdue;

b) the Borrower fails to perform its obligations under this Agreement and/or any other agreement, including pledge agreements, guarantee agreements, repayment schedules, or any other related arrangements, and such failure continues for **five (5) Banking Business Days** after the Bank has notified the Borrower of the default;

c) the Borrower fails to fulfill obligations arising from any other indebtedness or under any agreement involving overdue liabilities unrelated to this Loan;

d) the Loan Security, or any part thereof, ceases to be valid or enforceable with respect to the obligations under this Agreement;

e) any governmental authority takes action to seize all or part of the Borrower's property or other assets, or initiates any action aimed at suspending or terminating the Borrower's business activities;

f) any legal claim, lawsuit, insolvency proceeding, or enforcement action is initiated against the Borrower or any third party related to the Borrower that may result in distribution of the Borrower's assets among creditors;

g) the Borrower's property becomes subject to enforcement proceedings or seizure in connection with other obligations.

8. Special Provisions

8.1. The Bank may, at its sole discretion, exercise or refrain from exercising any of its rights under this Agreement.

8.2. The Bank's failure to exercise, or delayed or partial exercise of, any right under this Agreement shall not constitute a waiver of such right and shall not prevent the Bank from exercising that right at any later time.

8.3. Under this Agreement, the Borrower grants the Bank the right, in accordance with the legislation governing personal data protection, to process and use any personal data relating to the Borrower, its founders (participants/shareholders), and employees for the purpose of performing this Agreement and for any other lawful purposes not prohibited by the legislation of the Republic of Uzbekistan.

8.4. The Borrower acknowledges and agrees that the Bank may collect, record, systematize, accumulate, store, update, use, transfer (including to the Bank's partners), depersonalize, block, and destroy the Borrower's personal and contact information, with or without the use of automated processing tools, in accordance with the applicable legislation of the Republic of Uzbekistan.

The Borrower further authorizes the Bank to provide the information specified in this clause to the issuing bank of the recipient's payment card where such disclosure is necessary for the performance of this Agreement or for other purposes directly or indirectly related to its performance.

9. Liability of the Parties

9.1. A Party's refusal or failure to perform its obligations under this Agreement shall give rise to liability in accordance with the terms of this Agreement and the applicable legislation of the Republic of Uzbekistan.

10. Force Majeure

10.1. If, after the execution of this Agreement, either Party is unable to perform, in whole or in part, its obligations hereunder due to force majeure circumstances arising from extraordinary events beyond the reasonable control of the Parties, which could neither have been foreseen nor prevented, such Party shall not be held liable for such non-performance. In such case, neither Party shall be entitled to claim compensation for damages from the other Party, except with respect to the Borrower's obligation to repay the disbursed Loan.

10.2. Force majeure events shall include, but shall not be limited to: floods, fires, earthquakes, explosions, storms, landslides, epidemics, other natural disasters, war or military operations, civil unrest, terrorist acts, and other extraordinary circumstances beyond the control of the Parties.

10.3. If a force majeure event occurs, the period for performance of the affected obligations shall be extended for the duration of such event and its consequences.

10.4. Each Party shall notify the other Party in writing of the occurrence and termination of any force majeure event within **ten (10) calendar days**.

10.5. A Party invoking force majeure shall provide an official document issued by the competent governmental authority confirming the occurrence of such force majeure event.

11. Term of the Agreement

11.1. This Agreement shall enter into force on the date it is signed (accepted) and shall remain effective until the Borrower has fully repaid the Loan, all accrued interest, and the Parties have fully performed all of their obligations under this Agreement.

12. Anti-Corruption Provisions

12.1. In performing their obligations under this Agreement, each Party undertakes to strictly prohibit and prevent any form of corrupt practices and shall not, directly or indirectly, offer, promise, provide, solicit, or accept any unlawful benefit, including money, valuables, property, services of a proprietary nature, property rights, or any other advantage intended to facilitate decision-making, simplify administrative or other procedures, obtain competitive advantages, or secure any other improper benefit.

The Parties shall comply with the applicable legislation of the Republic of Uzbekistan and, where applicable, with their internal anti-corruption policies and procedures.

12.2. Each Party warrants that neither it, nor its executive bodies, officers, employees, or representatives shall offer, promise, authorize, provide, request, or accept any corrupt payment or other unlawful benefit to or from any person, including individuals, commercial organizations, or public officials, whether directly or indirectly.

12.3. If either Party becomes aware of a breach of any provision of this Section, it shall notify the other Party in writing within **five (5) Banking Business Days** from the date such breach becomes known.

Such written notice shall include reliable facts and supporting evidence confirming the violation of the relevant anti-corruption provisions.

Reports may also be submitted through the official whistleblowing (trust) hotline of **JSC "Garant bank"**.

12.4. If a violation of the provisions of this Section is confirmed, or if the notified Party fails to provide information regarding the results of the review of the reported violation, the other Party shall have the right to terminate this Agreement, in whole or in part, unilaterally.

12.5. The Party terminating this Agreement on the grounds specified in this Section shall be entitled to claim compensation for actual damages incurred as a result of such termination.

Compensation for damages shall be made within the time limits and in the amount specified in a written report mutually acknowledged by the Parties.

13. Dispute Resolution

13.1. Any disagreements and/or disputes arising out of or in connection with this Agreement that are not expressly regulated herein shall, to the extent possible, be resolved through negotiations between the Parties in accordance with the legislation of the Republic of Uzbekistan.

If the Parties fail to reach an agreement, the dispute shall be referred to the competent court in accordance with the applicable legislation of the Republic of Uzbekistan.

13.2. Before commencing judicial proceedings, the Party claiming that its rights have been violated shall submit a written claim to the other Party.

The receiving Party shall respond to such claim within **fifteen (15) calendar days** from the date of receipt.

If the dispute cannot be resolved through negotiations or the claim procedure, it shall be submitted to the competent court at the location of the **Bank**.

14. Final Provisions

14.1. By accepting this Public Offer, the Borrower confirms that it has read, understood, and accepted:

- all procedures and requirements applicable to the granting of the Loan;
- all provisions of this Agreement;
- the applicable Bank tariffs;

and agrees to be bound by them as its contractual obligations.