

PUBLIC OFFER - AGREEMENT ON THE ISSUANCE AND MAINTENANCE OF A CORPORATE DEBIT CARD VISA BUSINESS

Tashkent

“ ” _____ 2026

JSC “KDB Bank Uzbekistan”, hereinafter referred to as the “BANK”, represented by Director Park Jin-Sung, acting pursuant to Power of Attorney No. 14/23 dated 26 July 2023, on the one hand, and _____, hereinafter referred to as “Client”, represented by _____, acting pursuant to _____, on the other hand, have entered into this Agreement as follows:

1. KEY TERMS USED IN THE AGREEMENT

PIN code – a 4-digit Personal Identification Number (secret code), used, inter alia, to identify the Client when they carry out Card transactions in automated mode.

POS terminal – an electronic terminal designed for making cashless payments using Cards.

Authorisation – permission granted by a System Participant (including the Bank) to make a payment using the Card and/or Card details.

Available balance (amount) – funds available on the Card which the Cardholder may use.

The Bank – KDB Bank Uzbekistan JSC.

Banking day – a working day of the Bank, excluding Saturdays, Sundays and officially designated public holidays in the Republic of Uzbekistan.

Beneficiary – the recipient of funds under a Card Transaction who is not a client.

Card Blocking – measures taken by the Bank to suspend or terminate the ability to carry out Card Transactions (in the latter case, the Card may be withdrawn from the System upon presentation).

Statement – a statement for the SCA or Card, generated in the form established by the Bank, for the period specified in the Client’s request, subject to the terms of the Agreement. The statement reflects Card transactions and the Bank’s fees.

Holder – an officer or employee of the “Client” whose first name and surname are indicated on the front of the Card, who is on the Client’s staff and with whom an employment contract has been concluded in accordance with the requirements of the Labour Code of the Republic of Uzbekistan. Any reference in the Agreement to the “Holder” includes all Cardholders of Cards issued to the Client;

Card Receipt Register – a document in the form prescribed by the Bank, signed by a representative of the Client upon receipt of the Card, certifying receipt of the Card.

Debt – amounts payable/repayable/settled by the Client to the Bank in accordance with the Agreement.

Application – the Client’s application for the issue of a Card in accordance with the Agreement, in the form established by the Bank, which forms an integral part of the Agreement.

Imprinter – a mechanical device for producing slips by imprinting the front of the Card onto the slip form. The imprinter is equipped with a special die bearing the name and address of the Card Service Point.

Card – A VISA System corporate debit payment card bearing the logos of the System and the Bank, on the front of which the Client’s company name and the Cardholder’s surname and first name are indicated, issued by the Bank to the Client (Cardholder) in accordance with this Agreement, serving as a means of access to funds in the relevant Card Account in accordance with the terms of the Agreement, and used to carry out Card Transactions.

Transaction (or Card Transaction) – a sequence of messages generated and exchanged between the Bank and the Client and/or the Participants of the relevant System when serving the Client under the terms established by the Agreement and the Bank’s internal rules. Card Transactions include the following operations:

- debiting of SCAs (expenditure transactions related to non-cash payment for goods and services of retail/service businesses, and the cash withdrawal);
- crediting of payment cards, i.e. crediting funds to a payment card;
- checking the balance of the SCA;
- other transactions on the terms set out in the Agreement and the Bank’s internal documents;
- any transactions using the Card and/or Card details.

Client – A legal entity which submits an Application to the Bank and is a party to the Agreement, in whose name the Special Card Account is opened and the Card is issued.

SCA – Special Card Account for a corporate card, opened by the Bank for the Client to hold funds intended for Card transactions.

Security Deposit – A non-decreasing balance of funds on the Client’s Special Card Account which is not available for use by the Cardholder/Client and which is used by the Bank in the event of an Overdraft or the Client’s Debt to the Bank, as well as in other cases. The Security Deposit shall be transferred to the Client’s account 30 days after the date on which the Client submits an application to cancel the Card and close the Current Account in accordance with the terms of the Agreement.

The VISA international payment card system (the ‘System’) is a set of software and hardware resources, documentation, and organisational and technical solutions that facilitate the processing of transactions using Cards. The System establishes specific rules for the clearing of Card transactions between Participants, including the relevant currency conversion.

Overdraft – an unauthorised technical overspending by the Client of funds on the Card Account.

Operating day – for the purposes of this Agreement and the conduct of Card transactions – the period commencing at the close of the previous operating day and ending at the close of the current operating day in the Bank’s card system. The procedure for closing the operating day/month/year in the Bank’s card system is determined by a decision of the Bank. Card transactions carried out between 00:00 and the completion of the closing procedure for the previous business day in the Bank’s card system are recorded as having taken place on the date of the previous business day in the Bank’s card system.

3D Secure/SecureCode password – a secret password used to identify the Client when they carry out Card transactions online.

Merchant (point of sale) – A commercial entity connected to the System that accepts payments for its goods and services via a Card.

Applicable (Current) Tariffs – the Bank’s approved tariffs for services relating to the issue and servicing of the relevant types of Cards and SCA.

Card Service Point – the Bank, the Beneficiary

Card Details – information contained on the Card and/or stored therein, enabling the Card to be attributed to the Client, the Card issuer (the Bank) and the relevant System.

Slip – a standard-form document, drawn up in triplicate using an Imprinter when a Card transaction is carried out, and serving as the basis for transferring funds from the SCA to the Beneficiary’s account.

Password – a combination of numbers, letters or alphanumeric characters chosen by the Client and specified in the Application or in other written documents provided by the Client to the Bank, used by the Parties to identify the Client over the telephone.

Parties – the Bank and the Client.

Daily transaction limit – the limit on the maximum amount and/or number of Card transactions carried out using the Card, established in accordance with the Bank’s internal documents and the Agreement.

Sales receipt (Receipt) – a document confirming that a payment has been made using the Card.

System Participants – legal entities that have entered into agreements to join the System.

System Participants are banks that have joined this System, as well as retail and service businesses and cash withdrawal points. System Participant Banks are banks:

- issuing a specific type of payment card, and/or
- maintain the ATMs, banking kiosks, POS terminals and imprinters they have installed.

Authorisation centres – departments of banks participating in the System that perform authorisation and carry out the blocking and unblocking of payment cards.

Electronic data storage media – magnetic media, optical media, magneto-optical media, memory cartridges, USB flash drives and other electronic data storage media.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. This Agreement (hereinafter referred to as the “Agreement”) governs the relations arising between the Bank and another legal entity holding a demand deposit account in US dollars with the Bank – the “Client” – regarding the issue and provision by the Bank for use by an employee of the Client (hereinafter referred to as the “Cardholder”, i.e. an individual who has entered into an employment contract with the Client and is on the Client’s staff) of a VISA BUSINESS corporate debit payment card (hereinafter referred to as the “Card”) of the VISA international payment system, issued by JSC “KDB Bank Uzbekistan” in US dollars, as well as the procedure for the Bank to provide services ensuring payment using the specified type of card for goods and services within the VISA international system, in accordance with the terms of this Agreement.

3. MAIN PROVISIONS

3.1. The Card is issued to the Client (Cardholder) only in the event of the Cardholder being sent on a business trip outside the Republic of Uzbekistan and, during the Card's validity period, is used by the Cardholder exclusively to pay for expenses specified in the Annex to Order No. 92 of the Minister of Finance of the Republic of Uzbekistan dated 19 October 2015 No. 92, registered with the Ministry of Justice on 19 November 2015 under No. 2730, "Regulations on the Procedure for the Disbursement of Funds for Travel Expenses during Business Trips of Employees of Ministries, Departments, Enterprises and Organisations Outside the Republic of Uzbekistan" (hereinafter referred to as the "Regulations"). The Cardholder/Client is prohibited from using the Card to withdraw cash or for expenses not provided for in the Regulations.

3.2. The Client, by means of a duly executed power of attorney, authorises their employee to submit various applications and letters, to collect the Card and the envelope containing the PIN code, to obtain card statements, and to carry out other actions within the scope of this Agreement.

3.3. To ensure the security of the Client's funds, the Bank sets a daily limit by default on transactions for the payment of goods and services using the Card. These limits may be temporarily increased or decreased in accordance with the Client's request.

3.4. Under this Agreement, 'use of the Card' means any action carried out either through the physical use of the Card or through the full or partial use of any data present on the front or back of the Card, or on the magnetic strip and/or chip. 'Card Data' means any information specified on the front or back of the Card, including all or part of the data recorded on the Card's magnetic strip or chip.

3.5. All terms used in the Agreement shall be understood and interpreted in the sense in which they are defined in Section 1 of the Agreement. All Annexes to the Agreement form an integral part of the Agreement.

3.6. The terms of the Agreement are set out in a standard form and may be amended in accordance with Section 15 of the Agreement.

4. ISSUANCE OF THE CARD

4.1. To issue a Card, the Client shall provide documents in accordance with the legislation of the Republic of Uzbekistan, as well as the Bank's internal requirements, and shall make payments in accordance with the Bank's current tariffs. For each card, the Bank opens a separate Special Corporate Card Account (hereinafter referred to as the SCA) for the Client. To open an SCA, the Client shall submit to the Bank the documents required by the legislation of the Republic of Uzbekistan, as well as the Bank's internal documents.

4.2. The Card is the property of the Bank and is issued to the Client solely as a means of accessing funds in the SCA. The Client is obliged to return the Card to the Bank no later than 30 (thirty) calendar days before its expiry date, except in cases specified in the Agreement. The Card's expiry date is indicated on its front.

4.3. If the Client's representative fails to visit the Bank to collect the Card and the PIN envelope within 2 (two) calendar months of the Card's issue date, the Bank is entitled to cancel and destroy the Card. In such cases, the Bank's fee for servicing and issuing the Card is non-refundable. Upon the Client's request, the Card may be reissued subject to the relevant fee in accordance with the current reissue tariffs.

4.4. The Bank's annual service fee for the first year is charged to the Client's current account on the date the Card is issued. For subsequent periods, this fee is charged on the first day of the following period. The Bank shall continue to charge this fee until the Client closes the Card Account. If the Client fails to submit an application to close the Card and return the Card itself to the Bank at least 30 (thirty) calendar days before the Card's expiry date, the Bank shall be entitled to charge the annual service fee for the following period. In this case, this fee is charged first against the available balance on the Card, and if there are insufficient funds in the available balance, against the security deposit.

5. CARD REISSUE

5.1. The Card may be reissued upon expiry of its validity period at the Bank's discretion. If the Bank refuses to reissue the Card due to its expiry, the Bank's fee specified in clause 4.4 shall not be refunded; if the Bank approves the reissue of the Card, the annual service fee for the subsequent first period shall not be charged.

5.2. The reissue of the Card upon expiry is carried out free of charge; in all other cases (loss, cancellation, at the Client's request, and others), the Bank shall retain a fee for the reissue of the Card in accordance with the current tariffs. In such cases, the tariff for reissuing the Card due to loss or damage shall apply. In all cases, reissuance is carried out on the basis of a written application from the Client.

5.3. Cards reissued in accordance with clauses 5.1 and 5.2 of the Agreement are subject to the terms of the Agreement in force at the time of reissuance of the relevant Card.

6. OBLIGATIONS OF THE PARTIES

6.1. The Bank undertakes:

- ensure the round-the-clock operation of the Bank's authorisation system, subject to clause 13.1 of this Agreement;
- debit the Merchant Account and the Card for all Transactions involving the use of the Card and/or Card details;
- credit the SCA and the Card upon receipt of a Credit Voucher (a Card transaction in which the merchant returns money to the cardholder in the event of a return of goods or refusal of a service) on the Client's Card;
- issue a statement for the SCA or the Card upon the Client's written request;
- block the Card upon the Client's written request.

6.2. The Client undertakes:

- ensure that the Cardholder uses the Card exclusively in accordance with this Agreement and the Instructions, and to enter into a separate agreement with the Cardholder regarding the use of the Card in accordance with the terms of the Agreement and the Instructions;
- bear financial responsibility for all transactions carried out using the Card and/or the Card details;
- notify the Bank in writing of any changes to details (passport details, residential address and registered address, the Cardholder's position, any Client details previously provided to the Bank, telephone and mobile numbers, email address, fax number and other information contained in documents sent to the Bank) no later than 2 days from the date of such changes;
- to use the Card only within the limits of the available balance on the Card;
- ensure that the Card is signed by the Cardholder immediately upon receipt from the Bank;
- upon discovering funds erroneously credited to or erroneously not debited from the Card, immediately notify the Bank by telephone or in writing of such a situation;
- keep a record of Card expenditure and ensure no arrears arise with the Bank; monitor balances on the SCA. By the 10th day of the following month, after the end of each calendar month, independently obtain from the Bank a statement for the SCA and the Card, showing all transactions carried out by the Cardholders;
- in the event of a technical overdraft on the SCA, immediately settle the full amount of the debt. If the debt is not settled within 1 (one) working day of its occurrence, the Bank shall be entitled to charge a penalty of 3% per day on the outstanding amount from the date of occurrence;
- take all necessary measures and exercise the utmost care to ensure the Card is kept secure and to prevent the disclosure of the PIN (except to the Cardholder). Not to transfer the Card and/or any Card details to a third party (an individual or legal entity who is not a party to the Agreement, with the exception of the Cardholder), including via the Internet;
- The Client is obliged to top up the SCA/Card solely for use for the purposes specified in the "Regulations on the Procedure for the Disbursement of Funds for Travel Expenses during Business Trips by Employees of Ministries, Departments, Enterprises and Organisations Outside the Republic of Uzbekistan", registered with the Ministry of Justice on 19 November 2015 No. 2730, to enable the Cardholder to incur the following expenses
 - daily allowances;
 - accommodation expenses (for the hire of residential premises);
 - transport costs;
 - entertainment expenses;
 - incidental expenses;
 - other travel expenses eligible for reimbursement in accordance with the Regulations.Definitions of expense categories are set out in the Regulations. The limit amounts for the categories listed above are set by the Client for the Holder.
- To top up the Travel Expense Account, it is needed to submit the following documents to the Bank:
 - a payment order for the transfer of funds to the SCA to cover the Holder's travel expenses;
 - a copy of the Order on the Holder's business trip, specifying the Holder's surname, initials, destination and duration of the trip;
 - a calculation of the amount due in foreign currency, certified by the Client's manager and chief accountant (accountant);
 - a mission plan for the Holder, approved by the Client's manager;
 - copies of letters, faxes and telexes from the inviting party specifying the terms of financing for the trip (if available);

Replenishment of the SCA from the Client's foreign currency account for other purposes is not permitted.

- The Client is obliged to monitor the Holder's use of funds transferred to the SCA for their intended purpose.
- in the event of loss or theft of the Card, to inform the Bank immediately by telephone (in which case the Cardholder/the Client's authorised representative must provide their telephone password and correctly answer other questions regarding the identification of the Client/Cardholder). Following verbal notification, the Client must confirm this in writing within 24 hours. The Client must also immediately block the Card by sending a relevant SMS notification to the Bank's authorisation centre, where such a service is provided by the Bank.
- use the Card or Card details to carry out transactions only in accordance with the terms of the Agreement.
- Upon the conclusion of each of the Cardholder's business trips, to request an interim expense report from the Cardholder, to verify that the expenses incurred comply with the limits for each expense category, and to take appropriate action independently should any misuse of funds credited to the Card be identified.
- To transfer the remaining funds from the SCA to the currency account upon the conclusion of the Cardholder's business trip.
- Upon the Bank's request, to provide additional information about the Cardholder.
- In all situations not covered by this Agreement regarding the performance of actions by telephone, the Client's representative is obliged to contact the Bank in person, and where necessary in writing, to resolve any issues that arise.

7. RIGHTS OF THE PARTIES

7.1. The Bank is entitled to:

- suspend the Card and terminate the Agreement in the event of a breach of the terms of the Agreement by the Client/Cardholder, as well as upon expiry of the Card's validity period;
- recover from the Client all costs incurred by the Bank as a result of the use of the Card or Card details, as well as the Client's breach of the terms of the Agreement;
- make changes to the Bank's tariffs if commercial considerations so require. Notice of such changes shall be given by displaying the new tariffs in a designated place at the Bank or on the Bank's official website;
 - where necessary, to amend the amount of the security deposit on the SCA.

7.2. The Client is entitled to

- reissue the Card in the event of damage, loss or theft. In such cases, the Card's validity period shall not be extended;
- receive information about the balance on the Card and transactions by activating the SMS notification service.
- receive a statement from the SCA and/or the Card in accordance with the Bank's current tariffs.

8. FEES AND SETTLEMENTS BETWEEN THE CLIENT AND THE BANK

8.1. For the services provided by the Bank under the Agreement, the Client undertakes to pay the Bank a commission and other fees in accordance with the current tariffs. The Bank's commissions are charged to the SCA in the currency of the SCA.

8.2. Payment of the commission shall be made in accordance with the procedure set out in clause 8.5 of the Agreement.

8.3. The applicable Tariffs shall be provided by the Bank to the Client prior to the Client signing the Agreement. By signing the Agreement, the Client confirms that they have read the Tariffs and agree to their amounts, the procedure for their amendment and their application.

8.4. The Bank is entitled to unilaterally amend the Tariffs. The Bank shall inform the Client of any changes by posting notices in the Bank's premises or by publishing information on the Bank's website at www.kdb.uz (or another official Bank website) no later than 3 (three) calendar days before such changes come into effect.

8.5. The Bank debits the amounts of Card transactions, the Bank's fees, as well as funds erroneously credited to the SCA or Card/erroneously not debited from the Card or SCA, and any outstanding balances, including the Client's outstanding obligations to the Bank, by direct debiting the SCA, and in the event of insufficient funds in the SCA, by:

- direct debiting of any of the Client's bank accounts held with the Bank, on the basis of documents provided for by the legislation of the Republic of Uzbekistan, the Agreement and the Bank's internal documents; and/or
- submitting payment demands against the Client's bank accounts opened with the Bank or with any other authorised banks in the Republic of Uzbekistan.
- The Client hereby grants the Bank the right to debit funds without the Client's additional consent (acceptance) in the cases and in the manner specified in this clause of the Agreement.

8.6. The Client undertakes to immediately, within 2 (two) days from the date of the Bank's demand or from the moment the Client discovers the fact, return to the Bank any funds erroneously credited to the SCA or Card/not debited from the Card or SCA, regardless of the reason for such erroneous crediting/receipt. In this regard, the Bank's demand shall be deemed to have been served if the Bank sends a written demand to the Client's last known registered address.

Failure by the Client to receive the Bank's claim due to changes in the Client's details is the sole responsibility of the Client and does not invalidate the Bank's claim.

9. BLOCKING OF THE CARD

9.1. The Card shall be blocked:

- without blocking the SCA – upon the Client's request in connection with the theft or loss of the Card (including on the basis of a relevant SMS notification, where the Bank provides such a service); if the Bank suspects that the Card is being used to carry out fraudulent transactions, provided that the nature of the transactions carried out using the Card meets the criteria for transactions classified by the Bank as high-risk Card transactions, as well as transactions that do not comply with the terms of the Agreement;
- with the blocking of the Payment Card – on the basis of decisions/orders issued by authorised state bodies and/or officials regarding the suspension of outgoing transactions on the Payment Card, the freezing of funds on the Payment Card in accordance with the procedures laid down by the legislation of the Republic of Uzbekistan and/or in other cases provided for in the Agreement.

9.2. The Bank shall be entitled, at its own discretion, to block the Card and/or the SCA in the event of:

- the Client breaching the terms of the Agreement;
- the existence of circumstances which, in the Bank's opinion, may result in loss to the Client and/or the Bank;
- the Client's failure to settle the Debt within 2 (two) days of the date of the Bank's demand following the expiry of the period specified in the Bank's demand in accordance with Clause 13.7 of the Agreement, as well as in the event of the Client having outstanding debts in respect of other obligations to the Bank;
- there being sufficient grounds to suspect that the Card and/or the SCA are being used in breach of the terms of the Agreement, for the purpose of carrying out fraudulent transactions, money laundering and/or the financing of terrorist activities, as well as upon receipt by the Bank of information from the payment system regarding the risk of compromise of Card data at the System's points of sale;
- changes to the legislation of the Republic of Uzbekistan restricting transactions under the Agreement.

In the aforementioned cases, the Bank shall unblock the Card if there is no need to block it.

9.3. The Client's instructions to block the Card shall be provided to the Bank by telephone (using the Password and by correctly answering other security questions asked by a Bank employee) or by direct written application to the Bank. (Including on the basis of a relevant SMS notification, where such a service is provided by the Bank). The Card shall be unblocked in accordance with the procedure established by the Bank's internal documents and the Card Usage Rules (Annex No. 1 to the Agreement).

The Bank shall not be liable to the Client for any consequences of the Card being blocked for the reasons specified in this clause.

10. PROCEDURE FOR CONDUCTING CARD TRANSACTIONS

10.1. The Client/Cardholder undertakes to carry out Card Transactions in accordance with the Agreement and the documents of the Visa payment system. When carrying out Card Transactions, the Cardholder disposes of the funds on the Card in accordance with the terms of this Agreement and the Card Usage Rules (Annex No. 1 to the Agreement). The Client is obliged to independently monitor the balance and movement of funds on the SCA and the Card, as well as their intended use, by obtaining monthly statements for the SCA and/or the Card, subscribing to the notification service (SMS), or by contacting the Bank. The Client and the Cardholder

are prohibited from carrying out transactions not provided for in the Regulations registered with the Ministry of Justice on 19 November 2015, No. 2730.

10.2. In respect of a Card Transaction initiated using the Card (or Card details), the Bank is entitled to block funds on the SCA in the amount of the Authorisation (taking into account the Bank's commission) until it receives supporting documents or electronic files relating to the Card Transaction. In this case, the amounts blocked on the SCA may be debited by the Bank, including after the Bank has received a request to block the Card.

10.3. The Bank is entitled not to carry out transactions involving the crediting of funds via the SCA or the Card if:

- they contravene the legislation of the Republic of Uzbekistan and the terms of the Agreement. In such cases, if this fact is established after the transaction has been carried out, the Bank shall be entitled to cancel such a transaction and/or unilaterally terminate this Agreement.
- the Card has been blocked/cancelled or has expired;

10.4. The Client undertakes to unconditionally settle all Card transactions using the Card and/or Card data, including, but not limited to, the correct PIN code and/or the full or partial use of the data specified on the front and/or back of the Card (including the Card number, expiry date, the Client's Surname/First Name, CVV/CVV2 code), full or partial data from the Card's magnetic stripe or chip, a signature on the terminal receipt, and/or by providing the Card details when carrying out Card transactions online and in other circumstances, provided that no request to block or cancel the Card had been sent to the Bank prior to such transactions, subject to clause 6.2.

If a Card transaction is disputed, the Client is entitled, within 45 (forty-five) calendar days from the date of the Card transaction, to inform the Bank, attaching any available documents (slips, receipts, etc.).

The Bank, on the basis of the Client's application, shall investigate the situation within the timeframes stipulated by the international payment system, and may, on behalf of the Client, initiate the process of disputing the relevant Card transaction, provided such a dispute is permissible under the rules of the payment system. The Bank's acceptance of a dispute application does not imply an obligation on the part of the Bank to refund the funds to the Client. All costs associated with taking any action to dispute transactions shall be borne by the Client and in accordance with the Bank's tariffs.

The Bank cannot be held liable for the outcome of a dispute, nor does it guarantee or undertake to ensure a successful outcome of the dispute or to ensure the refund of funds to the Client.

10.5. In the event of a successful dispute regarding a Card transaction, the Bank shall credit the relevant SCA with the funds returned by the Beneficiary, as and when they are received by the Bank and subject to the payment system's requirements regarding the dispute period for transactions.

10.6. When an outgoing Card transaction is carried out on the Card in a currency other than the Card's currency, such currency shall be converted into the Card's currency in accordance with the applicable tariffs.

10.7. The Card must be used only by the Cardholder.

10.8. The Client undertakes to prevent a technical overdraft by monitoring expenditure on the SCA, taking into account the Bank's commission when carrying out Card Transactions. In the event of a technical overdraft, the Client shall bear the liability provided for in the Agreement. Each instance of the Client allowing a technical overdraft shall be deemed a material breach of the terms of the Agreement and may result in its termination by the Bank.

10.9. When carrying out Card transactions in self-service mode, the Client/Cardholder undertakes to strictly comply with the instructions for the technical equipment used.

10.10. Taking into account the specific features of the payment system's operation and the processing of Card transactions, under this Agreement, a Card transaction shall be deemed to have been initiated and authorized by the Client and the Cardholder, and shall accordingly be treated by the Bank as an instruction from the Client to debit the transaction amount and bank fees from the SCA and the Card in the following cases:

- The Card Transaction was confirmed by entering the correct PIN code, or,
- The Card Transaction was confirmed by a signature on the POS terminal receipt, or
- The Card transaction was confirmed by any data available on the card (CVV2 code, expiry date, card number or other details) or,
- In the request for authorisation of the Card transaction, the merchant sent a set of data and card details (PVV, iCVV or others) sufficient for the Bank's authorisation centre to authorise the Card transaction automatically, bearing in mind that during the authorisation of the Card Transaction, the Bank's authorisation centre verifies

the encrypted data and details received from the payment system against the data originally recorded on the card's magnetic strip or chip, or,

- In cases provided for by the payment system's rules for conducting a Card transaction without sending an authorisation request, the presence of a valid card number.

11. LIMITS AND RESTRICTIONS ON THE USE OF THE CARD AND CARD TRANSACTIONS

11.1. The Bank sets a standard package of daily transaction limits for operations that may be carried out using the Card, which may be temporarily increased or decreased upon the Client's written request. By signing this Agreement, the Client confirms that they have familiarized themselves with the current limits, the procedure for their amendment and application, and gives their consent to the setting of such limits.

11.2. In light of global trends in fraudulent Card transactions, and in order to safeguard the Client's funds, the Bank may also impose restrictions on the number of transactions at a single point of sale within a specified period, the number of transactions within a specified period, restrictions on the use of the Card in different countries within a specified period, and other such measures. By signing this Agreement, the Client confirms that they are aware of the existence of such restrictions and the procedure for their application, and gives their consent to the imposition of such restrictions.

11.3. The Client is prohibited from using the Card for unlawful purposes, including the payment for goods and services and other actions not provided for and prohibited by the current legislation of the Republic of Uzbekistan or the Agreement, as well as for carrying out transactions that cannot be conducted using the Card in accordance with the legislation of the Republic of Uzbekistan and the Agreement.

12. LIABILITY OF THE PARTIES

12.1 The Parties shall be liable for the non-performance or improper performance of their obligations under the Agreement in accordance with the Agreement and the legislation of the Republic of Uzbekistan, unless such non-performance or improper performance was the result of force majeure, which the Parties understand to mean: natural disasters, social upheavals, actions or decisions by public authorities and their officials, or by the Central Bank of the Republic of Uzbekistan, prohibiting or restricting activities directly related to the subject matter of the Agreement, and other circumstances resulting in equipment failure, software malfunctions or data transmission system failures.

Upon the occurrence of the force majeure circumstances provided for in this clause of the Agreement, the deadline for the fulfilment of the Parties' obligations under the Agreement shall be extended in proportion to the duration of such circumstances.

12.2. The Bank shall be exempt from any liability to the Client in the event of the Client's breach of the provisions, terms and conditions of this Agreement;

12.3. In the event of the loss or theft of the Card, the Client shall be liable for any use thereof until 24 hours have elapsed from the time the Bank receives written notification of the incident.

12.4. The Bank shall be liable to the Client for the disclosure by the Bank of information to third parties (other than the Client under the Payment Card Agreement or the Cardholder), except in cases provided for by law and other cases specified in the Agreement.

12.5. The Bank shall not be liable for:

- third parties' refusal to service the Card or the Cardholder;
- a lack of communication between the System and the Card Service Point, as a result of which a request to carry out a Card Transaction is not received by the Bank;
- the Card Service Point not receiving the Bank's response regarding Authorisation;
- the consequences of the Client's failure to block a lost/stolen Card in a timely manner, as well as unauthorised access to the SCA, the Card or Card data;
- the Card not being accepted by any individual bank, retail outlet or other terminal due to circumstances beyond the Bank's control
- consequences of failing to notify the Bank in a timely manner of any changes to the Cardholder's details in accordance with clause 13.3 of the Agreement;
- the consequences of failing to notify the Bank in a timely manner of the loss or theft of the Cardholder's identity documents;
- transactions authorised by the Bank in accordance with the terms of the Agreement, or by a payment system on behalf of the Bank, and carried out using the Card and/or Card details (full or partial details), including, but not limited to, one of the following:

- PIN code, Card number, expiry date, the Client's surname and first name, the CVV code (three-digit security code) indicated on the reverse of the Card, data recorded on the magnetic strip and/or chip.

- the inability to carry out Card transactions via the SCA in the event of an attachment order being placed on the account/funds, or the suspension of SCA transactions, on the basis of orders issued by authorised bodies and officials in accordance with the legislation of the Republic of Uzbekistan, as well as in the cases set out in **sub-clause 9.2, Section 11 of the Agreement**;

- losses incurred by the Client resulting from the Client's failure to comply with the terms of the Agreement and its Annexes;

12.6 The Client shall be liable for:

- damage caused to the Bank as a result of the Client's or the Cardholder's failure to comply with the terms of the Agreement and its Annexes – in full for the damage caused to the Bank and any applicable penalties;

- damage caused to the Bank/Client in connection with the transfer by the Client or the Cardholder to third parties of the Card and/or Card details, including the PIN code, the Card number, its expiry date, the Client's surname and first name, the CVV code (three-digit security code) indicated on the reverse of the Card, and data recorded on the magnetic strip and/or chip – in full for the damage caused;

- the completeness, accuracy and currency of the information provided to the Bank in accordance with the Agreement. In the event of the provision of incorrect or incomplete information, as well as in the event of the late provision of information, the Client shall compensate the Bank in full for any loss that may arise in this connection;

- failure to repay, or delay in repaying, the Debt or Overdraft owed to the Bank under the Agreement – in accordance with the Agreement, taking into account a penalty of 3 (three) per cent of the amount of the Debt for each day the Debt remains outstanding;

- failure to block a lost/stolen Card in a timely manner, as well as in the event of unauthorised access to the Card's data – in full for the losses caused to the Bank;

- failure to return funds to the Bank in the cases specified in Clause 8.6 of the Agreement – in the amount of the unreturned sum, including the penalty established by the legislation of the Republic of Uzbekistan for each calendar day of delay;

- expenses and legal costs incurred by the Bank through the fault of the Client, or in connection with the blocking and/or seizure of a lost/stolen Card – in the full amount of the expenses incurred by the Bank;

- disclosure of confidential information about the Bank which has become known to the Client in connection with the conclusion and performance of the Agreement – in the full number of losses caused to the Bank as a result of the disclosure of such information;

- use of the Card within 24 hours of the Bank receiving written notification of the loss or theft of the Card;

13. OTHER TERMS

13.1. For the purposes of executing Card transactions, the Bank shall, within the limits of its control, ensure the uninterrupted operation of the Card transaction processing systems under its management and round-the-clock authorisation of Card transactions.

13.2. The Bank shall provide the Client with a statement of account movements and the balance of the SCA or Card in accordance with the Client's written request. The Bank is entitled to provide information on transactions and the balance on the Card via SMS, provided the SMS notification service is activated.

13.3. Upon receipt of a request from the Client to amend the contact details and passport particulars of the Cardholder, the Bank shall make the amendments no later than 3 (three) calendar days from the date of receipt by the Bank of the relevant written notification from the Client. If the Client/Cardholder has subscribed to the SMS notification service, the Client undertakes to **immediately** notify the Bank of any changes to their contact details used to receive information regarding transactions and/or the balance on the Card. In the event of failure to comply with this requirement, all liability for any consequences shall lie with the Client and/or the Cardholder.

13.4. All services and actions performed by the Bank in relation to the Card and/or the SCA, including but not limited to increasing or decreasing limits, disabling CVV2 code verification, activating/deactivating the SMS notification service and others, are carried out on the basis of written requests from the Client, certified by the signatures of the persons specified in the specimen signature card and the Client's seal.

13.5. Instructions given by telephone regarding the blocking of the Card, as well as other permissible actions in accordance with the Bank's internal procedures, provided that the correct telephone password is provided and correct answers are given to other questions asked by Bank staff to verify the identity of the Cardholder or the Client, shall be deemed equivalent to written instructions from the Client received in hard copy and certified by the Client's signature in accordance with the Client's specimen signature. In the event of any doubt regarding the Client's identification, the Bank shall be entitled to refuse to provide information or to carry out actions in response to requests received by telephone and to ask the Client's authorised representative to contact the Bank in person.

13.6. The Bank shall be entitled, without obtaining the Client's additional consent:

- assign its rights (claims) for the repayment of the Debt by the Client to third parties, transferring to them all necessary documents confirming the validity of the right (claim);
- to instruct third parties to recover the Debt and to provide them with the information and documentation necessary for the execution of the Bank's instructions.

13.7. The Bank shall be entitled to set a date for the early repayment of the Client's Debt to the Bank by sending a corresponding demand to the Client.

13.8. If, in accordance with the foreign exchange and/or other legislation of the Republic of Uzbekistan, the performance of a Card Transaction or an SCA Transaction requires the Client to obtain or provide additional documents, the Client undertakes to obtain or provide such documents within the time limits and in the manner prescribed by the legislation of the Republic of Uzbekistan, but no later than the time of the transaction.

13.9. The Bank is entitled to send the Client any information materials (including notifications) to the contact details (including postal address, email address, fax number, landline or mobile telephone number, etc.) specified in the Agreement or in other documents submitted to the Bank.

13.10. In the event of the loss or theft of documents proving the Cardholder's identity, the Cardholder or the Client undertakes to notify the Bank immediately.

13.11. Upon signing this Agreement, all rights and obligations of the parties under a previously issued Card pursuant to another Agreement for the issue and servicing of the Card shall be deemed to have been transferred to this Agreement and shall be performed by the parties in accordance with the rights and obligations set out in this Agreement.

14. TERM AND TERMINATION OF THE AGREEMENT

14.1. The Agreement shall enter into force upon signature by both parties and shall remain in force:

- until the Client submits a written request to the Bank to close the SCA and cancel the Card, subject to the terms of the Agreement, except in cases of outstanding Debt, or
- until the expiry of the Card issued in accordance with this Agreement, except in cases of outstanding Debt, and if, upon expiry of the Card, there is a balance of the Client's funds on the SCA – until the Bank has fulfilled its obligations set out in clause 14.5 of this Agreement in respect of the SCA, or
- until the Bank closes the Card and the SCA on the grounds and in the manner provided for by the legislation of the Republic of Uzbekistan.

In the event of a Card reissue, the term of the Agreement shall be extended each time until the expiry of the reissued Card, subject to the terms of the Agreement.

14.2. The Bank shall be entitled to terminate this Agreement in the event of a breach by the Client of the terms of the Agreement, as well as in the cases provided for by the legislation of the Republic of Uzbekistan. The Agreement may also be terminated unilaterally at the Bank's initiative by giving the Client written notice of its decision at least 45 (forty-five) calendar days prior to the intended date of termination of the Agreement, in which case the Card shall be blocked by the Bank 30 (thirty) calendar days prior to the intended date of termination of the Agreement.

14.3. The Client is entitled to terminate the Agreement at any time by notifying the Bank in writing at least 30 (thirty) calendar days prior to the intended date of termination of the Agreement. In such a case, all Cards shall be cancelled on the date of receipt of the Client's notification. When submitting a written application for termination of the Agreement and closure of the Card, the Client shall return the Card to the Bank. The Client undertakes to settle any outstanding Debt no later than the date on which the Client submits the notice of termination of the Agreement. If the Client fails to fulfil the obligations set out in this clause of the Agreement, the Agreement shall remain in force in the relevant part until the Client has fully fulfilled their

obligations under the Agreement. Refusal to use the Card without the Client complying with the procedure for terminating the Agreement set out in this clause of the Agreement shall not result in the termination of the Agreement or the cancellation of the Card.

14.4. In the event of the Card's cancellation, the Agreement shall remain in force in the relevant part until the Client and the Bank have fully performed their obligations under the Agreement. In such a case, if the Bank's annual service fee has been debited, this fee shall not be refunded.

14.5. The remaining balance of the SCA shall be transferred to the account specified in the Client's request, 30 (thirty) banking days after the date on which the Client submits a request to close the SCA and cancel the Card, (except in cases specified in the Agreement) in accordance with the procedure provided for by the legislation of the Republic of Uzbekistan and the Agreement.

15. PROCEDURE FOR AMENDING THE AGREEMENT

15.1. The Parties shall be entitled to make amendments or additions to the Agreement by signing a supplementary agreement. Amendments or additions to this Agreement shall come into force upon the signing by the Parties of a supplementary agreement to this Agreement.

16. DISPUTES UNDER THE AGREEMENT

16.1. All disputes arising in the course of the performance of the Agreement shall be resolved on the basis of good faith and mutual understanding through negotiation. In the event that it is not possible to resolve the disputes through mutual negotiation, they shall be resolved through the judicial process as provided for by the legislation of the Republic of Uzbekistan.

16.2. The Bank shall remain uninvolved in any disputes between the Client and the Beneficiary.

17. ADDRESS AND DETAILS OF THE BANK AND THE CLIENT

The Bank

JSC "KDB Bank Uzbekistan"
Republic of Uzbekistan, 100047,
Tashkent, Mirabad District,
3 Bukhoro Street
TIN 202167236 MFO 00842

**Contact numbers: +998-71-1208000 (ext: 768, 765, 761, 760)
120-27-68, 120-27-65**

Client

Address:

(Postcode, town, district, street/block, house number, flat number)

Bank

details:

(Foreign currency account number, Bank name, Bank address)

Bank Client



Position

**Director of
KDB Bank Uzbekistan JSC Full name
Park Jin-sung
Signature**

Signature

Annex No. 1

to the Agreement on the Issuance and Servicing of the VISA BUSINESS Debit Payment Card

CARD TERMS OF USE

1. These Rules are provided to the Client for their information and application. When using the Card, the Client/Cardholder must comply with the terms and conditions set out below.
2. The Bank shall hand over the issued Card directly to the Client's representative. Upon receipt of the Card, the Cardholder must sign the field on the reverse side of the Card.
3. Transferring the Card to other persons for use or as collateral is prohibited. A Card presented by an unauthorised person is subject to confiscation.
4. The Card must not be exposed to adverse factors: electromagnetic fields (proximity to displays, magnetised objects or those containing magnets, for example, keys, magnetic locks on bags), mechanical damage (scratches, dirt, overheating (e.g. from sunlight), etc., which may damage the magnetic strip and prevent automated transactions from being carried out. It is not recommended to apply excessive force when handling the Card.
5. Upon receipt of the Card, the Client's representative is issued with a PIN code in a sealed envelope (PIN envelope). The Cardholder is advised to open the PIN envelope immediately upon receipt, memorise the PIN code and destroy the insert and the PIN envelope. The Bank shall not be liable for the disclosure of the PIN code, which is unknown to the Bank's staff and must be kept secret by the Client/Cardholder at all times whilst using the Card.
7. To carry out card transactions online, the Client is advised to set up a 3D Secure/SecureCode password (where applicable). The Bank shall not be liable for the disclosure by the Client of the 3D Secure/SecureCode password, which is unknown to the Bank's staff and must be kept secret by the Client at all times whilst using the Card (this clause applies where the Bank provides such a service).
9. All Card Service Points shall be equipped with signs bearing the System's logos to inform Clients that Card services are available at that location.
10. To carry out Card transactions at a retail or service outlet, the Cardholder must present the Card to the staff member at the relevant service point, along with a valid form of identification. The Cardholder must also be prepared to enter their PIN. When carrying out Card transactions at retail and service outlets, the Cardholder is advised not to lose sight of the Card and to check that the amount of the Card transaction shown on the receipt/slip from the POS terminal/imprinter matches that shown on the cash register receipt.
11. When entering the PIN code on the POS terminal's PIN pad, the Client is advised to ensure that the process of entering the PIN code is not visible to third parties.
12. In the event of the loss or theft of the Card, or in the event of unauthorised access to the Cardholder's Account, the Client/Cardholder must immediately contact the Bank with a verbal (by telephone) or written request to block the Card (including by sending a relevant SMS notification, where such a service is provided by the Bank).
13. Telephone enquiries to the Bank may be recorded and logged for the purpose of analysing any potential disputes.
14. Once the Bank has established that the Card has been blocked with the Password (including by sending a relevant SMS notification, where the Bank provides such a service), no claims regarding the consequences of the Bank blocking the Card will be accepted.
15. Unblocking a previously blocked Card is only possible in cases of temporary blocking of the Card. In such cases, the Card shall be unblocked by the Bank upon receipt of a written application from the Client. Upon receipt of a further application from the Client, the Bank shall issue a new Card with a new number and PIN code. In such cases, the Bank shall charge a fee for reissuing the Card in accordance with the applicable tariffs for lost or misplaced Cards.
16. The Bank is entitled to circulate the details of a blocked Card through its network of Card Service Points in order to prevent its unauthorised use.
17. A Card may be retained at a Service Point in the following cases:
 - the Card is blocked;
 - the person presenting the Card is not the Cardholder;
 - The Client has left the Card at a Service Point after carrying out a Card transaction.
18. In the event of a Card being retained, the Client shall contact the Bank (and the relevant local bank) either verbally (by telephone) or in writing.

19. The Card specifies the month and year of expiry. The Card is valid until the end of the last day of the specified month of the specified year. All expired Cards shall be blocked and must be returned to the Bank.
20. The Bank is entitled to temporarily block the Card until any disputes that have arisen are resolved.
21. In the event of the Client ceasing to use the Card and/or terminating the Agreement, the Client shall contact the Bank to cancel and return the Card in accordance with the procedure set out in the Agreement. In such cases, the Bank's Card service fee shall not be refunded.
22. Replacement of the Card or the issue of a new Card to replace a lost one shall be carried out on the basis of a written application from the Client.
23. The Card shall be replaced if its validity period expires, the Card is damaged, the PIN code has been compromised, the Client has forgotten the PIN code, or at the Client's request. The Card being replaced must be returned to the Bank.
24. The Client is advised to keep slips and receipts for the purpose of recording expenditure via the SCA and resolving any disputes.
25. The Client should contact the Bank regarding any matters relating to the use of the Card.
26. To ensure the timely receipt of information via the System and statements regarding Card transactions, the Client shall notify the Bank in the event of any changes to passport details, the Cardholder's surname or first name, residential address, telephone number, email address, fax number, or any other details provided to the Bank at the time of opening the Card and signing the Agreement. The statement issued to the Client shall include:
- the Card balance at the beginning and end of the previous calendar month;
 - the amounts of any outstanding balance (if any) and Bank charges accrued at the end of the month;
 - credits and debits made to the Card during the past reporting period;
 - details of Card transactions: the masked Card number, the name of the merchant, the date, currency and amount of the Card transaction, its equivalent in the currency of the SCA, and the commission withheld or payable to the Bank in respect of the Card transaction.
 - the date of the transaction and the date on which the transaction was processed by the Bank.
27. A statement for the SCA and/or Card is provided to the Client's representative in person upon visiting the Bank. Furthermore, if the SMS notification service is activated, information regarding the transaction and the balance on the Card is sent to the registered mobile phone number.
28. An additional statement for the SCA and Card is provided on a fee-paying basis, in accordance with the Applicable Tariffs, within 10 (ten) Banking Days from the date the Client submits a request to the Bank.
29. The Client is prohibited from using the Card and/or Card details for unlawful purposes, including the purchase of goods and services prohibited and/or not permitted under the applicable legislation of the Republic of Uzbekistan or the Agreement.