

## **PUBLIC OFFER ON THE PROJECT OF PAYMENT OF SALARY AND OTHER RELATED PAYMENTS TO BANK CARDS OF EMPLOYEES OF CORPORATE CLIENTS**

### **1. General Provisions**

1.1. This agreement for the salary payment project and other payments equivalent to it to the bank cards of employees of legal entities and individual entrepreneurs (hereinafter referred to as the "Agreement") is a Public Offer (hereinafter referred to as the "Offer") by Joint Stock Company "KDB Bank Uzbekistan" and, in accordance with part 2 of article 369 of the Civil Code of the Republic of Uzbekistan, an official public proposal to conclude the Agreement on the conditions specified below for all corporate clients.

1.2. The Agreement is considered concluded and comes into force from the moment the corporate client (hereinafter referred to as the "Corporate client") performs the actions provided in clause 2.2. of this Offer, which confirm the consent of the corporate client to conclude the Agreement on the conditions established in this Offer.

1.3. The current and previous versions of the Offer are posted on the Bank's website at: <https://kdb.uz>

1.4. Basic terms and definitions:

**Bank Card** - a payment instrument that allows its holder to make payments through payment infrastructures, withdraw cash, exchange currency, and perform other operations established by the card issuer.

**Salary Project** - Bank services for the non-cash transfer of funds (salary and payments equivalent to it) to the Card accounts of the Corporate client's employees, and the issuance of Bank cards to the Corporate client's employees based on this Offer.

**Salary** - salary and other payments equivalent to salary.

**Corporate client** - resident legal persons and their representative offices and (or) branches, individual entrepreneurs, dekhkan farms, non-resident legal persons operating in the Republic of Uzbekistan (diplomatic missions, international organizations and their branches, representative offices and permanent establishments of other foreign organizations that do not carry out commercial activities), participants of open electronic trading of commodity exchanges, foreign investors selling (acquiring) stocks and corporate bonds at organized auctions, as well as non-resident legal persons that are participants in the trading of crypto assets on the crypto exchange.

**Client** - an employee of the Corporate client, a natural person, who has concluded an employment agreement with the Corporate client for a definite or indefinite period. Under "employees of the Corporate client" are not recognized persons performing works (rendering services) to the Corporate client on the basis of civil law agreements.

**Card Account** - a bank account opened in the name of the Client at JSC "KDB Bank Uzbekistan", which can be managed through a bank card.

**Transit Account** - a transit account for crediting the salaries of the Corporate client's employees to bank cards.

**Bank's operating day** - a part of working day denoting the time allocating for acceptance, execution of payment documents and reflection of banking operations on accounting records.

**Remote Banking System** - a software and hardware complex designed to meet the needs of Bank clients for secure and prompt information exchange with the Bank, report generation, and financial transactions on accounts without visiting the Bank branch.

## **2. Subject of the Agreement**

2.1. The subject of the Agreement, concluded by the Corporate client by accepting the terms of this Offer through the actions provided in this Offer, is the opening of a Transit Account by the Bank and the crediting of salaries to the Clients' Card Accounts.

2.2. Acceptance of the terms of this Offer is performed by submitting an application by the Corporate client in the form of Appendix No. 1 to this Offer, signed by the head of the Corporate client and sealed (if available) by the Corporate client, or by submitting an electronic application through the Remote Banking System.

2.3. All operations related to the transfer of salaries to the Card accounts of the Corporate client's employees are performed during the Bank's operating day.

2.4. The salaries of the Corporate client's employees are transferred by the Corporate client to the Transit Account(s) opened by the Bank within the framework of the salary project. The amount of funds transferred by the Corporate client to the Transit Account(s) must equal the amount of the payroll for transferring salaries to the employees' Card accounts. In case of a discrepancy in the amount of funds transferred to the Transit Account and the total amount of the payroll, the Bank reserves the right not to credit the salaries to the employees' Card accounts.

## **3. Rights and Obligations of the Parties**

3.1. The Corporate client undertakes to:

3.1.1. Provide the Bank with properly completed applications from the Corporate client's employees for the issuance of bank cards within the salary project, attaching a copy of the employee's identity document.

3.1.2. Simultaneously with the provision of applications in accordance with clause 3.1.1 above, through the Bank's Remote Banking System or corporate email channels, provide the Bank with an electronic list (in excel format) for opening Card accounts for the Corporate client's employees in the form of Appendix No. 2 to this Offer.

3.1.3. In accordance with the Bank's current Tariffs and the terms of this Offer, pay the Bank a commission for the issuance of bank cards.

3.1.4. Reimburse the Bank for the costs of reissuing bank cards in accordance with the Bank's current Tariffs for each card in the event of:

- a) the bank card being issued based on incorrect data provided by the Corporate client;
- b) the bank card being lost or damaged after being handed over to the Corporate client's materially responsible person following the actions specified in clause 3.2.2 below.

3.1.5. Before transferring the Salary to the Transit Account(s), provide the Bank with the payroll in electronic form through the Bank's Remote Banking System, or on paper in accordance with Appendix No. 3, signed by authorized persons and sealed (if available) by the Corporate client. Simultaneously with the provision of the payroll on paper, provide the Bank with a list (electronic file) for transferring the Salary to the employees' Card accounts through corporate email channels. The format and structure of the electronic file are established unilaterally by the Bank.

3.1.6. Bear full responsibility for the information provided to the Bank in accordance with clauses 3.1.1., 3.1.2., 3.1.5 above. In the event of discrepancies in the provided information, the priority for execution is given to the electronic payrolls and files provided by the Corporate client.

3.1.7. The Corporate client also has other obligations provided by the current legislation of the Republic of Uzbekistan.

3.2. The Corporate client has the right to:

3.2.1. Independently form lists for opening Card accounts for newly hired employees of the Corporate client and payrolls for transferring Salaries to the employees' Card accounts in accordance with the terms of this Offer.

3.2.2. Issue a power of attorney to the Corporate client's materially responsible person for receiving bank cards for the Corporate client's employees.

3.2.3. The Corporate client also has other rights provided by the current legislation of the Republic of Uzbekistan.

3.3. The Bank undertakes to:

3.3.1. Open a Transit Account for crediting the salaries of the Corporate client's employees within 1 (one) working day from the moment the Corporate client accepts this Offer.

3.3.2. Provided that the Corporate client fulfills the conditions specified in clauses 3.1.1. and 3.1.2 above, open Card account(s) in the name of each Corporate client employee within 1 (one) working day and issue the bank card(s) within 3 (three) working days in accordance with the list provided by the Corporate client as per clause 3.1.2 of this Offer.

3.3.3. Credit funds to the employees' Card accounts, provided that the Corporate client fulfills the obligations specified in clause 3.1.5 of this Offer. The crediting of funds to the employees' Card accounts is performed within the Bank's operating day.

3.3.4. Ensure the confidentiality of banking information when providing services specified in this Offer.

3.3.5. In case of incorrectly entered data due to the Bank's fault, reissue the card(s) at its own expense within 3 (three) working days from the date of receipt of written notification from the Corporate client.

3.4. The Bank is entitled to:

3.4.1. Require the Corporate client to provide properly completed documents for opening Card accounts and issuing bank cards to the Corporate client's employees.

3.4.2. Require the Corporate client to provide properly completed payment documents for transactions on the Corporate client 's Transit Account and the employees' Card accounts.

3.4.3. Suspend or refuse the issuance of bank cards to the Corporate client in case the Corporate client fails to comply with the conditions of this Offer.

3.4.4. Make changes to the Bank's tariffs unilaterally if required by commercial considerations. Notification of such changes will be made by posting new tariffs on information boards in the Bank's branches or on the Bank's website at least 10 (ten) calendar days before these changes and additions take effect.

3.4.5. Without prior notice to the Corporate client, return funds from the Transit Account for crediting the salaries of the Corporate client's employees to the Corporate client's demand deposit account if the Corporate client fails to provide payrolls for transferring salaries to the employees' Card accounts by the end of the calendar month, as well as in case of remaining balance on the Corporate client 's Transit Account at the end of the calendar month.

3.4.6. Require the Corporate client to provide payment orders for the payment of taxes and contributions to the budget due when providing a payment order for transferring funds to the Transit Account.

3.4.7. Make changes or additions to this Offer unilaterally. Notification of such changes will be made by posting a new edition of the Offer on information boards in the Bank's branches or on the Bank's website at least 10 (ten) calendar days before these changes and additions take effect.

3.4.8. The Bank also has other rights and obligations in accordance with the current legislation of the Republic of Uzbekistan.

#### **4. Responsibilities of the Parties and Dispute Resolution Procedure**

4.1. In case of non-performance or improper performance of obligations under this Agreement, the party at fault shall compensate the other party for incurred losses in accordance with the current legislation of the Republic of Uzbekistan.

4.2. The Bank shall not be liable for erroneous crediting of funds to the card accounts of Corporate client employees due to inaccuracies in the payroll sheet for their crediting, as well as discrepancies between the electronic and paper versions of the payroll, and shall not return the funds transferred to the card accounts of Corporate client employees. The risk of losses in this case lies with the Corporate client.

4.3. The parties shall not be liable for non-performance or improper performance of their obligations under this Agreement due to force majeure, which includes extraordinary and unavoidable circumstances under the given conditions, including natural disasters, riots, civil unrest, strikes, uprisings, wars, changes in the current legislation and regulatory directives of the Central Bank of the Republic of Uzbekistan. The party affected by force majeure circumstances must promptly notify the other party of their occurrence and expected duration within 30 (thirty) calendar days, providing a Certificate of Force Majeure issued by a competent state authority of the Republic of Uzbekistan. In case the Certificate is not provided within the foregoing 30-day period, the party failing to perform or improperly performing its obligations under this Agreement shall bear full responsibility in accordance with this Agreement and the current legislation of the Republic of Uzbekistan.

4.4. Disputes arising from the performance of the Agreement shall be resolved through negotiations between the parties, guided by the principles of goodwill and mutual agreement. If no agreement is reached within 30 (thirty) calendar days from the date the dispute arose, the dispute shall be referred to the Inter-district Economic Court of Tashkent city in accordance with the established legislation.

4.5. Violation of obligations accepted under this Agreement shall incur liability on the parties in accordance with the current legislation of the Republic of Uzbekistan.

#### **5. Confidentiality Requirements**

5.1. The parties undertake to ensure the confidentiality of information obtained in connection with this Agreement and refrain from disclosing it.

5.2. By mutual agreement of the parties under this Agreement, information relating to the other party, its employees (personal data), the content of this Agreement, its performance, and the results obtained, trade secrets and banking secrecy data shall be deemed confidential, except for information that, according to the current legislation of the Republic of Uzbekistan, cannot constitute a trade secret. Information shall not be deemed confidential and the receiving party shall not have any obligations under this article of the Agreement regarding such information if it meets one of the following conditions:

- a) it becomes known to third parties as a result of the intentional, negligent, or careless actions of the disclosing party;
- b) it is authorized for release by written permission of the disclosing party;
- c) it becomes known to third parties as a result of lawful actions of competent state authorities, as well as unlawful actions of other third parties, provided that the unlawful obtaining of information by third parties was not due to the negligence or carelessness of the parties.

5.3. Transfer of confidential information to third parties, its publication, or other disclosure shall be carried out only with the agreement of the parties in accordance with the established legislation.

5.4. Confidentiality provisions shall come into effect upon acceptance of the terms of this Offer and shall remain valid throughout the duration of the Agreement until its termination in accordance with clause 6.2 of this Offer.

5.5. Any damage caused by breach of confidentiality shall be determined and compensated in accordance with the legislation of the Republic of Uzbekistan.

## **6. Other Conditions**

6.1. This Agreement shall enter into force upon acceptance by the Corporate client through actions specified in clause 2.2. of this Offer and shall remain in force until the parties expresses a desire to terminate.6.2. This Agreement may be terminated unilaterally by either party with written notice to the other party at least 30 (thirty) calendar days prior to the termination date, with simultaneous fulfillment of current payment obligations.

6.3. All amendments and additions to this Offer shall be valid provided that the Bank fulfills the actions specified in clause 3.4.7 of this Offer.

6.4. In all relations with the Bank, weekends and public holidays are considered as non-working days.

6.5. All matters not provided for in this Offer shall be governed by the existing legislation of the Republic of Uzbekistan.

6.6. Neither party to this Agreement has the right to transfer its rights and obligations under this Agreement to third parties without the prior written consent of the other party.

6.7. Any notifications and reports under this Offer must be made in written or electronic form by both parties and shall be deemed duly delivered if delivered personally, through the Remote Banking System, or sent by email with immediate confirmation of receipt by the receiving party from an authorized representative of the sending party.

6.8. In case of changes in details, location, or contact information, the Corporate client must notify the Bank in written form within 3 (three) calendar days. And the Bank is obliged to notify the Corporate client in written form or electronic form through Remote Banking System or e-mail.

6.9. This Offer is drafted in Uzbek, Russian, and English languages. In case of discrepancies, the Russian version shall prevail.