

PUBLIC OFFER –
**AGREEMENT ON INTEGRATION OF INTERNET BANKING SYSTEM WITH CLIENT
ERP VIA DIBANK SERVICE**

KDB Bank Uzbekistan JSC (hereinafter referred to as the '**Bank**'), on the one hand, and a legal entity (including a credit organization) or an individual entrepreneur (hereinafter referred to as the '**Client**'), having entered into a Bank Account Agreement with the Bank, as well as the Internet banking iDBA remote banking servicing agreement and having expressed an intention to use the Dibank Service by acceding to this offer, on the other hand, and jointly referred to as the Parties,

being guided by the provisions of the Law of the Republic of Uzbekistan 'On Bank Secrecy' (Articles 353-358, 369) and other norms of the Civil Code of the Republic of Uzbekistan,

have entered into this Agreement on integration of Internet Banking iDBA remote banking application with Client ERP via 'Dibank' service (hereinafter referred to as the '**Agreement**').

1. Terms and definitions

Client ERP - software products purchased by the Client in their own name and at their own expense, and used as their own internal accounting/bookkeeping system ("1C"/"Didox"). The list of products supported by the Dibank Service is determined by the Venkon Group LLC and published on the official website: www.dibank.uz.

Compromised Login and Password - a loss of confidence in the User Login, Password and/or ERP Key leading to concerns about the security and confidentiality of information.

Dibank service - the service that allows clients to use their ERP for sending Electronic Documents ('ED') and Electronic Payment Documents ('EPD'), as defined in this Agreement, with the use of Internet Banking System User access credentials based on the Dibank technology.

Internet Banking System - a set of technologies that enables the Bank to provide remote banking services and carry out banking operations using software, hardware and telecommunications systems to facilitate interaction between the Bank and the Client via remote banking services, in accordance with the terms and conditions of the public offer - Internet Banking iDBA remote banking servicing agreement concluded between the Bank and the Client.

Account - demand deposit account (settlement or current account) or another type of bank account in the national currency of the Republic of Uzbekistan and/or foreign currency opened with the Bank for (or in the name of) the Client, as a result of signed Bank Account Agreement.

ERP Key - is a certified USB device that securely stores the Client's electronic digital signature (EDS).

Electronic Digital Signature (EDS) - in this Agreement, the term is used in accordance with the Law 'On Electronic Digital Signature' of the Republic of Uzbekistan. For the purposes of this Agreement, 'ERP Key' shall be considered the same as an EDS.

User - an authorized employee of the Client entitled to create and transmit EDs/EPDs and/or access the Internet Banking System in accordance with the terms and conditions of the Public offer - Internet Banking iDBA remote banking servicing agreement.

Banking day – each day the Bank is open for regular banking activity.

2. General provisions

- 2.1 This Agreement sets out the terms and procedures for offering a range of services enabling the integration of certain Internet Banking iDBA (hereinafter referred to as '**Internet Banking System**') functions with Client ERP via Dibank service.
- 2.2 This Agreement forms an integral part of the Public offer - Internet Banking iDBA remote banking servicing agreement (hereinafter referred to as the '**Internet Banking System Public Offer**').
- 2.3 Acceptance of the terms and conditions of this Agreement - i.e. the Client's consent to enter into this Agreement - occurs when the Client submits a duly completed and signed Application (Annex 4 to the Internet Banking System Public Offer) to the Bank and performs the relevant actions in Dibank service software interface.
- 2.4 Upon acceptance of the terms and conditions of this Agreement, the Client agrees to disclose information constituting the banking secrecy to Venkon Group LLC effective until the Client formally withdraws the acceptance in accordance with the procedure stipulated in clause 4.4.1 hereof.
- 2.5 Dibank service allows Clients to send and receive the following documents and/or information using the Client ERP system interface and the Client's Internet Banking System credentials (Login, Password):
- to receive and information on cash flow using the Client ERP system interface (account statement);
 - to send signed payment instructions to the Bank;
 - to monitor the status of submitted electronic documents;
 - to send electronic documents and/or information to the Bank within the framework of the payroll project (payrolls).
- 2.6 The configuration of the Client ERP system integration settings and the procedure for data exchange are determined by the software product supplier¹, Venkon Group LLC.
- 2.7 Upon connection to Dibank Service, the Bank shall facilitate the data exchange between Internet Banking System and Client ERP. However, the Bank shall not be held responsible for data exchange issues resulting from malfunctions or technical maintenance work conducted on the Client's side or by the software product provider (Venkon Group LLC).
- 2.8 The Client shall have access to the functions specified in clause 2.5 of this Agreement upon completion of the necessary work by the Bank to establish data exchange and ERP Key certification, subsequent to the submission of a duly completed and signed Application (Annex 4 to the Internet Banking System Public Offer) by the Client as well as upon full execution of the actions stipulated in clause 4.2.2 of this Agreement.

3. Connection and Use of Dibank service

- 3.1 Use of Dibank Service shall be restricted to authenticated Users granted with the relevant access rights within the scope of their authorization levels in accordance with the terms and conditions outlined in the Internet Banking System Public Offer.

¹ How to manage Dibank from 1C (<https://www.dibank.uz/Instruction/>).

- 3.2 The Bank shall perform the necessary settings setup to enable the use of the Dibank Service within 3 (three) Business days upon receipt of the Application in the established form (Appendix 4 to the Internet Banking System Public Offer).
- 3.3 In the process of interaction with the Bank via Dibank service, the Client is authorized to access the Dibank service by means of ERP Key only. The terms and conditions of the Internet Banking System Public Offer determine the procedure for ERP Key issuance and use.
- 3.4 The Bank shall accept and execute ED/EPD received from the Client via the Dibank Service in accordance with the procedure provided for in the Internet Banking System Public Offer and other contracts/agreements between the Bank and the Client as well as in accordance with applicable legislation of the Republic of Uzbekistan including laws, by-laws, regulations of the Central Bank of the Republic of Uzbekistan and other state bodies, as well as internal rules of the Bank adopted in accordance with the aforementioned.
- 3.5 By accepting the terms and conditions of this Agreement, the Client consents to the exchange of data via the Dibank Service by means of electronic communication channels operated by Venkon Group LLC.
- 3.6 By acceding to this Agreement, the Client acknowledges the risk of Compromising the User access credentials (Login/Password) during the process of authorization in Dibank service by means of Internet Banking System User access credentials (Login/Password) and their subsequent storage in the Client ERP.
- 3.7 The Bank shall not be held liable for the disclosure of the Internet Banking System User access credentials (Login and Password) to third parties, in particular to Venkon Group LLC technicians and other technical specialists of the Client.
- 3.8 The Bank shall not be held liable for the disclosure of information constituting bank secrecy until the Client formally rejects the terms of the Agreement in the manner stipulated in clause 4.4.1 hereof.
- 3.9 The Dibank service integration shall be provided by the Bank free of charge.
- 3.10 The Client shall pay the Bank the cost of the ERP Key in accordance with the Bank Tariffs. In accordance with Article 783 of the Civil Code of the Republic of Uzbekistan, the Client consents to the acceptance-free (without the Client's instruction) debit of funds from the Client's account in payment for the cost of the ERP Key.

4. Rights and responsibilities of the Parties

- 4.1 The Bank undertakes:
 - 4.1.1 to enable the Client to use the Dibank Service in accordance with the procedure and terms and conditions set out in this Agreement and the Internet Banking System Public Offer;
 - 4.1.2 except for periods of preventive maintenance, to organize and ensure the functioning of the Dibank Service, as set out in clause 2.8 hereof.
- 4.2 The Client undertakes:
 - 4.2.1 to comply with the terms and conditions set out in this Agreement and the Internet Banking System Public Offer;
 - 4.2.2 to perform the necessary actions to set up and update the Client ERP and its integration with the Internet Banking System, as provided for in clause 2.8 hereof;

4.2.3 to restrict third-party access to the Dibank Service, except for the Users duly authorized to receive information on the Client's Accounts and/or to manage the Client's Accounts, consistent with the authorization and functions specified therein, as outlined in clause 2.5 hereof.

4.3 The Bank shall have the right to:

4.3.1 to refuse to provide and facilitate the Dibank Service unilaterally through prior written notice to the Client minimum 10 (ten) Business Days in advance;

4.3.2 to unilaterally and at its own discretion amend or supplement the terms and conditions of this Agreement, as well as modify the range of Dibank Service functions, subject to prior written notice to the Client.

4.4 The Client shall have the right to:

4.4.1 withdraw the acceptance of the terms and conditions of this Agreement and/or refuse to use the Dibank Service by sending a written notice to the Bank on paper or via the Internet Banking System at least 10 (ten) calendar days prior to the effective date of the withdrawal.

5. Liability of the Parties

5.1 The Parties shall be liable for failure to perform or improper performance of their obligations under this Agreement in accordance with the applicable legislation of the Republic of Uzbekistan.

5.2 The Client shall be responsible:

5.2.1 for ensuring the security and confidentiality of the User access credentials (Login, Password, ERP Key);

5.2.2 for any losses incurred due to compromised or unauthorized use of User access credentials (Login, Password, ERP Key);

5.2.3 for third-party unauthorized access to the Dibank service and all consequences caused by such access resulting from the intent or negligence of the Client;

5.2.4 The Client is responsible for any consequences resulting from actions or initiatives taken by the Client or any third party under the User access credentials to manage the Client's accounts via the Internet Banking System (Login, Password, ERP key), and/or via the Dibank service, whether or not the Client was aware of it;

5.2.5 for complying with the procedure for the execution and authorization of ED/EPD in accordance with the applicable legislation of the Republic of Uzbekistan.

5.3 The Bank shall not be liable:

5.3.1 for failure to perform or improper performance of obligations under this Agreement caused by an Internet connection failure;

5.3.2 for the loss of User's access credentials (Login, Password, ERP key) confidentiality resulting from malicious programs running on the device used by the Client to access the Internet Banking System via Dibank service, nor for any consequences thereof;

5.3.3 for any losses incurred by the Client due to unauthorized third-party access to the Client's bank accounts' management via the Dibank Service under the User access credentials (Login, Password, ERP key);

5.3.4 to the Client or any third party in the event of non-execution of a payment order or other instructions sent to the Bank via the Dibank Service in instances caused by a failure, defect, or disconnection of the Dibank Service that occurred through no fault of the Bank;

- 5.3.5 for any irregularity, inaccuracy, or incompleteness of information/data transmitted/requested through the Dibank Service if this is the result of a failure, defect, or disconnection of the Dibank Service that occurred through no fault of the Bank;
- 5.3.6 for failure to execute the Client's instructions sent to the Bank via the Dibank Service if their execution is contrary to the legislation of the Republic of Uzbekistan or if there are errors in their drafting;
- 5.3.7 for any losses or other consequences that may result from any failure to execute the Client's instructions for the reasons specified in this section of the Agreement.
- 5.4 The Parties shall be exempt from liability for failure to perform or improper performance of their obligations under this Agreement should that failure (improper performance) occur due to circumstances of force majeure. The terms for exemption from liability as well as the procedure for dealing with circumstances of force majeure between the Parties, are defined in Section 6 of this Agreement.

6. Force majeure

- 6.1 In the event of force majeure circumstances preventing the Client and/or the Bank from performing their functions under this Agreement, including natural disasters, accidents, fires, mass riots, strikes, military actions, unlawful actions of third parties, communication network failures (including the Internet), accidents in the field of electricity supply; the entry into force of regulatory legal acts, any other binding decisions of authorized bodies and/or organizations that directly or indirectly prohibit the functions specified in this Agreement, as well as other circumstances beyond the control of the Bank and the Client, they shall be exempt from liability for failure to fulfil their obligations.
- 6.2 In the event of circumstances of force majeure, either Party shall inform the other in writing without delay and no later than within 3 (three) banking days after the occurrence of force majeure circumstances and take all possible measures to minimize the negative consequences.
- 6.3 Should a Party be unable to perform its obligations under this Agreement and fail to notify the other Party of the occurrence of such circumstances, or is untimely in its notification of such circumstances, it may result in the loss of the right to invoke these circumstances for the purpose of exemption from liability for non-performance or improper performance of obligations under this Agreement.
- 6.4 The release of a Party from liability for non-performance or improper performance of any obligation under this Agreement affected by force majeure circumstances shall not release that Party from liability for non-performance or improper performance of its other obligations under this Agreement that are not affected by the force majeure circumstances.
- 6.5 If the force majeure circumstances last for more than six months, either Party may refuse to perform obligations under this Agreement.

7. Other provisions

- 7.1 The Bank shall notify the Client using one of the following methods:
- 1) by posting an announcement on its official website, at Bank premises (Information board), or in the Internet Banking System (News section);
 - 2) by sending a notification by email and SMS provided that a respective agreement has been executed between the Bank and the Client;

- 3) by placing a notification in a mailbox rented from the Bank provided that a respective agreement has been executed between the Bank and the Client;
 - 4) by means of hand delivery, confirmed by the Client's signature;
 - 5) via postal mail.
- 7.2 All notifications made in accordance with clause 7.1 of this Agreement shall be deemed to have been received:
- if posted on the official website, at Bank premises or in the Internet Banking System – on the day of posting;
 - if sent by e-mail and SMS – on the day of sending;
 - if sent by hand delivery or postal mail – on the day of receipt.
- 7.3 The Bank shall have the right to suspend or discontinue this Agreement at any time, provided that the Client is notified in writing.
- 7.4 In the event of disputes arising under this Agreement, the Bank and the Client shall take all measures to resolve it through negotiations between the Parties. In the event that the Parties do not reach an agreement, the dispute shall be resolved in accordance with the legislation of the Republic of Uzbekistan.
- 7.5 For matters not addressed in this Agreement, the Parties shall be guided by the terms and conditions of the Bank Account Agreement, the Public Offer - Internet Banking iDBA remote banking servicing agreement made between the Bank and the Client, and/or the applicable legislation of the Republic of Uzbekistan.
- 7.6 The terms and conditions of this Agreement have been drawn up in Uzbek, Russian, and English languages with the utmost effort taken by the Bank to ensure the accuracy and authenticity thereof across the different language versions. In case of discrepancies between the versions, the English version shall prevail.