UZCARD

Joint-Stock Company
"Common Republican
Processing Center»

OFFER

for the use of the RTC service in the “UZCARD” payment system

Tashkent – 2026

OFFER

for the use of the RTC service in the "UZCARD" payment system
(hereinafter referred to as the "Offer")

1. PREAMBLE

In accordance with Chapter 27 of the Civil Code of the Republic of Uzbekistan, this Offer constitutes an official proposal by the "Common Republican Processing Centre" joint-stock company (hereinafter referred to as "CRPC" JSC), which is the operator of the "UZCARD" payment system, addressed to the banks participating in the "UZCARD" payment system that hold a license from the Central Bank of the Republic of Uzbekistan to conduct banking activities (hereinafter referred to as the "Bank"), regarding the conclusion of an agreement between "CRPC" JSC and the Banks (hereinafter referred to as the "Parties") for the use of the RTC Service within the "UZCARD" payment system (hereinafter referred to as the "UZCARD" PS).

Acceptance of this Offer is effected by way of notification through the submission of an application for accession in the form set forth in Appendix No. 1 to this Offer (hereinafter referred to as the "Application").

The application must be submitted in person to "CRPC" JSC or mailed to the following address: 78 Abdulla Kodiriy Street, Shaykhantakhur District, Tashkent, Republic of Uzbekistan, 100011.

"CRPC" JSC will review the Application within 3 (three) business days from the date of receipt. If necessary, "CRPC" JSC reserves the right to request additional information and/or documents.

The Offer shall not be deemed accepted in the following cases:

i) failure to comply with the requirements set forth in this Offer regarding the procedure for completing the Application;

ii) submission of incomplete and/or inaccurate information in the Application and/or accompanying documents;

iii) signing of the Application by an unauthorized person.

"CRPC" JSC shall notify the Bank of the results of the Application review in writing or by sending a corresponding notification to the email address specified in the Bank's Application.

In the event of a negative outcome of the Application review, "CRPC" JSC shall send a notification stating the reasons for the rejection.

After rectifying all identified discrepancies, the Bank is entitled to resubmit the Application.

The Offer is deemed accepted and becomes a binding contract as of the date specified in the Bank's Application, and constitutes the Bank's unconditional and full acceptance of the terms of the Offer (without any reservations, exceptions, exclusions, or objections).

By accepting this Offer, the Bank confirms that

- it understands and accepts all possible legal consequences that may arise in connection with the acceptance of this Offer;

- possesses all necessary legal rights, permits, and authority to enter into a contractual relationship with “CRPC” JSC;
- has provided accurate, valid, and complete information;
- is fully familiar with the Bank’s rights, obligations, and liabilities under this Offer.

CRPC JSC reserves the right to amend this Offer in accordance with the procedures and timeframes established by applicable law.

In this regard, the Bank undertakes to independently monitor any changes to the Offer. The current version of the Offer is posted on the official website of “CRPC” JSC at https://uzcard.uz/ at least 15 (fifteen) business days before the date such changes take effect.

The Offer may be revoked in accordance with the procedure established by the legislation of the Republic of Uzbekistan.

2. TERMS AND DEFINITIONS

2.1. For the purposes of this Offer, the terms and definitions shall have the meanings set forth in the Law of the Republic of Uzbekistan “On Payments and Payment Systems,” the Law of the Republic of Uzbekistan “On Banks and Banking Activities,” and the Rules of the “UZCARD” Payment System. The terms and definitions set forth in the aforementioned regulatory legal acts and documents are not duplicated in this Offer and shall be applied in their respective meanings.

2.2. Business Bank Card (BBC) - a bank card of the “UZCARD” Payment System intended for an individual entrepreneur or self-employed person and allowing them to manage funds held in their card account.

2.3. Corporate Bank Card (CBC) - a bank card issued by the “UZCARD” payment system, intended for a legal entity and allowing an authorized employee of the legal entity to manage funds held in the legal entity’s card account.

2.4. The RTC Service is a suite of digital solutions, including software for electronic computers (ECs), designed to credit sales and service revenue from Authorized Transactions to the MSE’s accounts at the Bank, followed by replenishment of the MSE’s CBC and BBC accounts.

2.5. Authorized Transaction - a transaction that has been authorized, confirmed by the ABS, and completed by debiting funds from the payer’s account at the Bank and crediting funds to the MSE’s accounts, followed by the crediting of the received funds to the CBC and/or BBC, as well as the registration of the transactions by the Bank in accounting and clearing systems.

2.6. Automated Banking System (ABS) - the Bank’s hardware and software complex designed to automate banking operations, including accounting, financial flow management, payment processing, maintenance of customer accounts (payer, MSE, etc.), and other banking processes.

3. SUBJECT MATTER OF THE OFFER

3.1. CRPC shall provide the Bank, for the term of the agreement entered into pursuant to this Offer, with access to the RTC Service, which processes information regarding Authorized Transactions performed on MSE devices (POS/EPOS/SoftPOS, and others), for crediting funds to the MSE's accounts at the Bank and the subsequent replenishment of the CBC and/or BBC.

3.2. The RTC Service provides the Bank with information regarding the MSE's Authorized Transactions in the "UZCARD" payment system, which is necessary to record such transactions in the MSE's accounts at the Bank and subsequently credit such funds, at the MSE's request, to the CBC and/or BBC.

3.3. The Bank uses the information received through the RTC Service to carry out transactions for crediting merchant revenue from the MSE account to the CBC and/or BBC in accordance with the procedures established by this Offer and the laws of the Republic of Uzbekistan.

3.4. The Bank's connection to the RTC Service takes place after acceptance of this Offer and the Bank's compliance with the technical requirements.

3.5. All relations between the Bank and the MSE are governed by the parties themselves and fall outside the scope of responsibility of "CRPC" JSC.

3.6. Use of the RTC Service does not alter the procedure for recording sales and service revenue as established by law. The Bank is responsible for the correct recording of Authorized Transactions, the preparation of payment documents, and accounting entries.

4. TERMS OF USE OF THE RTC SERVICE

4.1. The Bank uses the RTC Service solely for the purpose of ensuring the technical capability to credit sales and service revenue to the CBC and/or BBC within the scope of the Service's functionality. Use of the Service is permitted subject to compliance with the laws of the Republic of Uzbekistan, the Rules of the "UZCARD" Payment System, and the technical documentation of "CRPC" JSC.

The Bank independently determines the procedure for setting limits on Authorized Transactions, linking MSE terminals to the CBC and/or BBC, and generating accounting entries to record and credit funds to the CBC and/or BBC, and is responsible for these actions and their results.

4.2. Technical documentation, including API specifications, message formats, and requirements for the integration and operation of the RTC Service, shall be sent to the Bank following acceptance of this Offer via the agreed-upon electronic communication channels between the Parties, including:

- on the part of CRPC JSC — sending to the official email addresses specified in the Parties' contact details and/or through other agreed-upon electronic communication channels (including corporate electronic document management systems and/or secure data transmission channels)

- on the part of the Bank—receiving and processing the specified information via the official email addresses specified in the Parties' contact details, as well as through the electronic communication channels agreed upon by the Parties.

4.3. The Bank undertakes to ensure compliance with the technical requirements for connection, the accuracy of the transmitted data, and the proper functioning of its ABS infrastructure when using the RTC service.

4.4. The relationship between the Bank and the MSE is governed by the parties themselves on the basis of agreements entered into between them. CRPC JSC is not a party to such a relationship, does not intervene in the interaction between the Bank and the MSE, and assumes no obligations or liability for such legal relationships. The relationship between CRPC and the Bank is governed exclusively by this Offer and is limited to the provision of the RTC Service by CRPC JSC and its use by the Bank.

4.5. The Bank has the right to establish internal rules for connecting and disconnecting MSEs from the RTC Service, as well as limits and additional control procedures, including the suspension of transaction processing—including Authorized Transactions—if established limits are exceeded or suspicious activity is detected, as well as other measures provided for by the legislation of the Republic of Uzbekistan.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. **CRPC JSC undertakes to:**

5.1.1. provide the Bank with access to the RTC Service, including updates, modifications, and technical documentation;

5.1.2. maintain the operation of the RTC Service within the limits of CRPC JSC's technical and organizational capabilities;

5.1.3. organize information technology interaction with the Bank, including configuration, testing, and support for integration;

5.1.4. generate and send to the Bank the technical notifications necessary for the operation of the RTC Service;

5.1.5. ensure the correct formation and transmission of messages within the RTC Service in accordance with the formats and protocols established by CRPC JSC;

5.1.6. maintain records and logs of operations related to the use of the RTC Service in accordance with internal regulations and legal requirements;

5.1.7. provide the Bank with technical support regarding the connection and operation of the RTC Service;

5.1.8. ensure information security and confidentiality in accordance with the laws of the Republic of Uzbekistan, including the laws "On Banking Secrecy" and "On Personal Data";

5.1.9. monitor the operational performance of the RTC Service and take measures to resolve technical malfunctions within a reasonable timeframe.

5.2. **The Bank undertakes to:**

5.2.1. ensure the registration of MSE devices and their linking to the MSE's CBC and/or BBC, as required for using the RTC Service, in accordance with the procedures established by the agreements between the Bank and the MSE, and the technical documentation of "CRPC" JSC;
5.2.2. ensure proper integration with the RTC Service and information technology interoperability in accordance with the technical documentation of "CRPC" JSC;
5.2.3. ensure the processing of transactions, including their recording in the ABS, the generation of accounting entries, and the accounting for transactions in accordance with the legislation of the Republic of Uzbekistan;
5.2.4. ensure the correct processing of reversed transactions and their recording in the ABS;
5.2.5. ensure the stable operation of the ABS, including fault tolerance and error handling;
5.2.6. provide technical support and consulting to MSEs within the scope of the services provided, including issues related to connecting to and using the RTC Service;
5.2.7. ensure the protection of information, including information constituting banking secrecy and personal data, in accordance with the legislation of the Republic of Uzbekistan and the Rules of the "UZCARD" Payment System;
5.2.8. immediately notify "CRPC" JSC of any malfunctions, incidents, security breaches, or improper operation of the integration;
5.2.9. ensure the lawful use of the RTC Service, including compliance with the laws of the Republic of Uzbekistan;
5.2.10. be responsible for the lawful use of the RTC Service, including the actions of its employees and MSEs;
5.2.11. cease use of the RTC Service with respect to an MSE as soon as it is determined that such MSE possesses File No. 1 and/or File No. 2, and ensure that the MSE is disconnected from the RTC Service until the aforementioned obligations are fulfilled.
5.3. **CRPC JSC has the right to:**
5.3.1. request and receive from the Bank the information necessary for the operation of the RTC Service;
5.3.2. suspend, restrict, or terminate the Bank's access to the RTC Service, in whole or in part, in the following cases:
(i) a breach of the terms of this Offer;
(ii) failure to comply with technical requirements;
(iii) detection of information security threats;
(iv) detection of suspicious or fraudulent transactions.
5.3.3. establish, modify, and apply technical requirements, interaction protocols, message formats, and other parameters governing the operation of the RTC Service;
5.3.4. make changes to the functionality of the RTC Service, provided that the Bank is notified. In the case of scheduled changes, "CRPC" JSC shall notify the Bank no later than 2 (two) calendar days prior to their implementation. In cases related to security,

stability, or legal requirements, CRPC JSC has the right to implement changes without prior notice, followed by informing the Bank within a reasonable time;

5.3.5. temporarily suspend the operation of the RTC Service to perform preventive, technical, or routine maintenance;

5.3.6. to deny the Bank access to the RTC Service or to disconnect the Bank in the event of non-compliance with the requirements or a violation of the terms of this Offer;

5.3.7. to exercise other rights provided for by the legislation of the Republic of Uzbekistan and the rules of the "UZCARD" Payment System.

5.4. **The Bank has the right to:**

5.4.1. use the RTC Service in accordance with the terms of this Offer, the technical documentation of "CRPC" JSC, and the requirements of the legislation of the Republic of Uzbekistan;

5.4.2. independently determine the terms and conditions for connecting MSEs to the RTC Service;

5.4.3. set limits, restrictions, and rules for MSEs' use of the RTC Service;

5.4.4. suspend or restrict MSEs' Authorized Transactions within the RTC Service;

5.4.5. request from "CRPC" JSC the technical information necessary for the integration and operation of the RTC Service;

5.4.6. exercise other rights provided for by the laws of the Republic of Uzbekistan and the rules of the "UZCARD" Payment System.

6. PAYMENT PROCEDURES

6.1. Payments between "CRPC" JSC and the Bank shall be made in the national currency of the Republic of Uzbekistan—the sum—in accordance with "CRPC" JSC's fee schedule in effect on the date the services are rendered.

6.2. For each Authorized Transaction processed using the RTC Service, the Bank shall pay "CRPC" JSC a commission in the amount specified in "CRPC" JSC's Tariffs.

6.3. The commission fee payable to CRPC JSC is calculated based on CRPC JSC's data regarding Authorized Transactions for the Reporting Period and is payable by the Bank based on an electronic invoice and a statement of services rendered.

6.4. CRPC JSC's data on Authorized Transactions shall serve as the basis for settlements between the Parties and shall be deemed accurate.

6.5. The Bank shall pay the commission fee by direct bank transfer to the current account of "CRPC" JSC no later than 5 (five) banking days from the date the electronic invoice is issued, unless otherwise provided for in the "CRPC" JSC Tariffs.

6.6. The date on which the funds are credited to the current account of CRPC JSC shall be deemed the date of fulfillment of the payment obligations.

6.7. In the event of a breach by the Bank of the payment deadlines, CRPC JSC shall have the right to unilaterally suspend or restrict the Bank's access to the RTC Service until the payment obligations are fully fulfilled.

7. PROCEDURE FOR DELIVERY AND ACCEPTANCE OF SERVICES

7.1. Within 5 (five) business days after the end of each Reporting Period, CRPC JSC shall send the Bank a Statement of Services Rendered and an electronic invoice in electronic form in accordance with the requirements of the legislation of the Republic of Uzbekistan.
7.2. Within 5 (five) business days of receiving the Statement of Services Rendered and the electronic invoice, the Bank shall either sign them or provide CRPC JSC with a reasoned refusal to accept them.
7.3. In the event of a reasoned refusal by the Bank to sign the Statement of Services Rendered, the Parties shall, within 2 (two) business days, draw up a document listing the necessary revisions and the deadlines for their completion. After the revisions are completed, but no later than the next business day, the Parties shall sign the Statement of Services Rendered.
7.4. The signed Certificate of Services Rendered confirms the scope and quality of the services rendered and serves as the basis for mutual settlements between the Parties, as well as evidences that the Bank has no claims regarding the services rendered.
7.5. If the Bank fails to provide a signed Certificate or a reasoned refusal within the time limit specified in Section 7.2 of this Offer, the services shall be deemed to have been rendered by "CRPC" JSC in full and of proper quality, and the Certificate of Services Rendered shall be deemed to have been accepted by the Bank.
7.6. Electronic invoices and Certificates of Services Rendered shall be issued to the Bank via the electronic document management system (EDMS) or by any other method agreed upon by the Parties.

8. CONFIDENTIALITY

8.1. "Confidential information" means information to which access is restricted in accordance with the requirements of the legislation of the Republic of Uzbekistan and/or the rules of the "UZCARD" Payment System, insider information, as well as any other information belonging to a Party, regardless of the form in which it is provided, that is transmitted by the disclosing Party (the Party providing the information) to the receiving Party (the Party receiving the information).
8.2. The receiving party shall not, without the written consent (authorization) of the disclosing party, disclose or otherwise reveal confidential information to third parties, except as provided for by the laws of the Republic of Uzbekistan and the rules of the "UZCARD" Payment System, or if the confidential information was lawfully obtained from a source other than the disclosing party without any obligation to maintain confidentiality.
8.3. The party undertakes to ensure the confidentiality of information used and received within the framework of the Offer and the Rules of the "UZCARD" Payment System.
8.4. The parties have the right, at their discretion and subject to reasonable necessity, to disclose confidential information to their employees who need such

information for their work and who are authorized to handle confidential information, without the prior written consent of the disclosing party, while remaining liable for the actions (or inactions) of their employees and other persons who have gained access to the confidential information.

8.5. The Receiving Party shall be liable for the disclosure of confidential information, as well as for the unauthorized use of confidential information, if such disclosure or use occurred through the fault of the Receiving Party.

8.6. The Receiving Party shall be obligated to compensate the Disclosing Party for any losses incurred as a result of the disclosure of confidential information or its unauthorized use, which occurred through the fault of the Receiving Party.

8.7. The Party agrees that CRPC JSC's activities related to the processing and storage of information do not violate its rights with respect to such information or confidentiality requirements.

8.8. The Parties undertake not to disclose to third parties, without the prior written consent of the other Party, information regarding the existence and/or content of software, technical, and other solutions intended for use within the framework of this Offer.

8.9. In the event that the Parties' cooperation is terminated, upon request by the disclosing party, the receiving party shall be required to return to the disclosing party, by means of a written acknowledgment, all confidential information previously provided to it and currently in its possession or in the possession of persons to whom such confidential information was disclosed in accordance with the terms of this Offer, within 5 (five) business days from the date of receipt of the disclosing party's notice requesting the return of the confidential information; and, if return is not possible, to destroy it and provide the disclosing party with a destruction certificate within 5 (five) business days from the date of receipt of the disclosing party's notice regarding the destruction of the confidential information. If it is impossible to return and/or destroy the confidential information within the timeframes set forth above, this timeframe may be modified by agreement of the parties.

8.10. In the event that the Parties' cooperation under this Offer is terminated for any reason, the obligations regarding the non-disclosure of confidential information shall remain in effect for 5 (five) years from the date of termination of cooperation under this Offer.

9. LIABILITY OF THE PARTIES

9.1. The Parties shall be liable for any failure to perform or improper performance of their obligations under this Offer in accordance with the laws of the Republic of Uzbekistan, the Rules of the "UZCARD" Payment System, and the terms and conditions of this Offer.

9.2. Each Party shall be independently liable to third parties for obligations arising in connection with the use of the RTC Service, including obligations to MSEs and bank cardholders.

9.3. The Parties undertake to take the necessary organizational and technical measures to ensure information security and prevent unauthorized access to the RTC Service, communication systems, and transmitted information. Each Party is solely responsible for ensuring the information security of its own infrastructure.

9.4. The Party at fault shall be liable for any documented damages caused to the other Party as a result of non-performance or improper performance of its obligations under this Offer.

9.5. CRPC JSC shall not be liable to the Bank, the MSE, or third parties for any obligations arising from the execution of transactions, including:

(i) the accuracy of the recording and accounting of transactions in the Bank's systems;

(ii) the Bank's fulfillment of its obligations to the MSE;

(iii) the Bank's use of information received through the RTC Service beyond its technical functionality;

(iv) the consequences of the MSE maintaining File No. 1 and/or File No. 2, including the suspension, restriction, or termination of the Bank's services to the MSE.

9.6. The Bank is responsible for complying with the laws of the Republic of Uzbekistan in its dealings with MSEs, as well as when such MSEs use the RTC Service, including fulfilling the obligations set forth in the agreements concluded between the Bank and the MSEs.

9.7. The Bank is responsible for the content, accuracy, completeness, and timeliness of the information and data on Authorized Transactions transmitted to "CRPC" JSC, as required by the rules of the "UZCARD" Payment System and this Offer, as well as for:

(i) proper integration with the RTC Service and compliance with the technical requirements of CRPC JSC;

(ii) proper processing of Authorized Transactions generated as a result of using the RTC Service and sent to CRPC;

(iii) correct preparation of accounting entries for the crediting and debiting of funds;

(iv) compliance with the laws of the Republic of Uzbekistan and the rules of the "UZCARD" Payment System;

(v) the consequences of the MSE having File No. 1 and/or File No. 2, including the suspension, restriction, or termination of the Bank's services to the MSE, as well as the MSE's access to the RTC Service.

9.8. CRPC provides the RTC Service "as is" and "as available," without any warranties, whether express or implied. CRPC JSC makes no warranties regarding uninterrupted operation, continuous functionality, compatibility with the Bank's infrastructure, the RTC Service's suitability for the Bank's purposes, objectives, or expectations, or the absence of errors, defects, or vulnerabilities.

9.9. CRPC JSC ensures the transmission of technical information through the designated interfaces and shall not be liable for:

(i) the correctness of its further processing and use by the Bank;

(ii) failures, delays, or interruptions in the operation of the RTC Service caused by external factors;
(iii) the consequences of using data outside the Service's established functionality;
(iv) vulnerabilities, security flaws, unauthorized access, data leaks, or data compromise.
9.10. CRPC JSC shall not be liable for indirect losses, lost profits, reputational damage, or other consequences arising from the use or inability to use the RTC Service, except as expressly provided by the laws of the Republic of Uzbekistan.

10. FORCE MAJEURE

10.1. The Parties shall be exempt from liability for partial or complete non-performance or improper performance of their obligations as set forth in the Offer if such non-performance or improper performance resulted from circumstances of force majeure.
10.2. Force majeure includes events over which the Parties have no control and for which they are not responsible, such as wars and armed conflicts, prohibitive acts, and actions by government authorities.
10.3. Upon the occurrence of force majeure circumstances that render the performance of the Parties' obligations impossible, the deadline for the Parties to fulfill such obligations shall be extended in proportion to the duration of such circumstances, as well as the time required to remedy their consequences.
10.4. The Parties are obligated to immediately—no later than the business day following the occurrence of the force majeure circumstances—notify each other of the occurrence of such circumstances by any available means and to immediately send written notice via any available communication channel (mail, email, etc.). The notice must include details regarding the nature of the circumstances and, if possible, information allowing for an assessment of their impact on the Parties' ability to fulfill the Offer.
10.5. The occurrence of force majeure circumstances and their duration must be confirmed by the relevant government authority responsible for determining (certifying) such circumstances.
10.6. If a Party fails to provide notice or provides it late, it shall be obligated to compensate the other Party for any losses incurred and shall not be entitled to invoke force majeure.
10.7. Upon the cessation of the aforementioned circumstances, the Party that was unable to fulfill its obligations due to the occurrence of force majeure must notify the other Party in writing within 3 (three) business days after such circumstances have ceased.

11. DISPUTE RESOLUTION

11.1. All disputes between the Parties shall be resolved through negotiation and the claims procedure.

11.2. Disputes arising from this Offer shall be resolved in the Tashkent Interdistrict Economic Court in accordance with the laws of the Republic of Uzbekistan.

12. AMENDMENT AND TERMINATION OF THE OFFER

12.1. "CRPC" JSC has the right to unilaterally amend the terms of this Offer by publishing a new version thereof.

12.2. A Bank that does not agree with the amendments to this Offer has the right to withdraw from participation in it by sending written notice no later than 30 (thirty) calendar days prior to the date of the intended termination of participation.

12.3. CRPC JSC has the right to unilaterally suspend or terminate the Bank's participation in this Offer in the event of a breach by the Bank of its terms and conditions, by providing notice 15 (fifteen) business days prior to the date of suspension or termination.

12.4. CRPC JSC has the right to unilaterally suspend or terminate the Bank's participation in this Offer out of court, including in the following cases:

– the initiation of insolvency proceedings;

– the Bank being declared insolvent (bankrupt);

– the adoption of a resolution to liquidate the Bank;

– the Bank's violation of the requirements of this Offer and the laws of the Republic of Uzbekistan;

– the suspension (termination, revocation) of the Bank's license;

– receipt of negative information about the Bank from competent government authorities and/or publicly available sources, including information that damages the business reputation of the Parties;

– failure to comply with legal requirements regarding AML/CFT, sanctions compliance, and anti-fraud measures.

12.5. The Bank has the right to submit proposals to "CRPC" JSC to amend the terms of this Offer.

13. ANTI-CORRUPTION PROVISIONS

13.1. The Parties and any individuals or legal entities engaged by the Parties to fulfill their obligations under the Offer, including their employees, agents, consultants, contractors, and subcontractors, pursuant to the requirements of the LRU "On Combating Corruption" (No. LRU-419 dated January 3, 2017):

- shall not offer, promise, give, demand, or receive bribes or other corrupt payments, including to any public official, for the purpose of inducing such official to perform or refrain from performing any act in the course of their official duties;

- must not, intentionally or through negligence, engage in any actions that could result in a violation of anti-corruption laws by either Party, or by any of their direct or indirect shareholders, directors, officers, or employees;

- in the event that either Party has reasonable grounds to suspect a violation (or potential violation) of the anti-corruption laws of the Republic of Uzbekistan, they

must cooperate in good faith with the other Party and its representatives to establish the facts of such a violation.

13.2. In addition, the Parties shall ensure that: - in the performance of their obligations under this Offer, the Parties, their affiliates, employees, or intermediaries do not pay, offer to pay, or authorize the payment of any funds or valuables, directly or indirectly, to employees of the other Party in order to influence the actions or decisions of such persons for the purpose of obtaining any improper advantages or other benefits. - Each Party to this Offer agrees not to incentivize, in any way, the employees of the other Party, including by providing sums of money, gifts, the performance of work (services) for them without compensation, or by other means that place the employee in a position of dependence and are intended to ensure that such employee performs any actions in favor of the incentivizing Party.

13.3. If a Party suspects that a violation of any provision of this paragraph has occurred or may occur, the relevant Party undertakes to notify the other Party thereof in writing. In the written notice, the Party must cite facts or provide evidence that reliably confirms or gives reason to believe that a violation of any provision of this paragraph has occurred or may occur.

13.4. In the event that one Party breaches its obligations to refrain from corrupt practices and/or the other Party does not receive, within ten days, confirmation that no such breach has occurred or will occur, accompanied by documents substantiating this fact, the other Party shall have the right to unilaterally withdraw from this Offer by sending a written notice to that effect to the first Party.

13.5. The Party that has violated anti-corruption requirements and/or failed to ensure that its employees, representatives, affiliates, as well as subcontractors and other contractors engaged by them to perform this Offer, shall be obligated to compensate the other Party for any losses incurred as a result. The procedure for compensation of losses shall be determined in accordance with the applicable laws of the Republic of Uzbekistan.

14. SANCTIONS CLAUSE

14.1. Each Party undertakes to comply with the economic and financial sanctions imposed by the sanctions regimes of the United Nations, the United States (OFAC), the European Union, and the United Kingdom.

14.2. The Parties confirm that, as of the date of acceptance of this Offer and throughout its term, neither the Parties nor their beneficiaries, controlling persons, board members, or ultimate beneficial owners (including persons who, collectively or individually, hold 50% or more of the shares) are included on the sanctions lists of the aforementioned countries and organizations.

14.3. The Parties undertake to conduct regular checks of their executive officers, clients, beneficiaries, and counterparties, as well as members of their governing bodies, to verify whether they appear on sanctions lists, at least once a year and upon receipt of notifications regarding new sanctions.

14.4. The Parties acknowledge and agree that if sanctions are imposed on either Party or its affiliates (including if sanctions apply to a Party under the 50% sanction rule of the regimes specified in paragraph 14.1), restrictions, or prohibitions, such Party is obligated to immediately notify the other Party thereof.

14.5. In the event of an occurrence specified in Section 14.3 of the Offer, a Party shall have the right to unilaterally withdraw from the multilateral agreement concluded on the basis of the Offer after assessing the sanctions risks. In the event of termination of the multilateral agreement concluded on the basis of the Offer due to sanctions, the Party that received the advance payment undertakes to return it to the other Party in full within 15 (fifteen) business days from the date of receipt of notice of termination of the multilateral agreement concluded on the basis of the Offer.

14.6. When such circumstances arise, neither Party shall be liable for the non-performance or improper performance of its obligations under the Offer if this is caused by the direct or indirect impact of sanctions, with the exception of the obligation to refund the advance payment, if any has been received.

14.7. In the event of violations of sanctions requirements, all losses and expenses related to such violations and incurred prior to the termination of the contract shall be borne by the Party in breach. The other Party shall be entitled to claim compensation for its incurred losses from the Party in breach. Upon termination of the contract due to non-compliance with sanctions, the obligation to compensate for losses arising from future obligations shall cease.

15. ОБЯЗАТЕЛЬСТВА СТОРОН В ОБЛАСТИ ПОД/ФТ

15.1. Each Party undertakes to comply with the requirements of the legislation of the Republic of Uzbekistan, as well as international regulations in the field of anti-money laundering, countering the financing of terrorism, and countering the financing of the proliferation of weapons of mass destruction (AML/CFT/CFPWMD).

15.2. The Bank undertakes to conduct regular checks of CBC and/or BBC holders to verify whether they appear on the Lists of persons involved in terrorist activities and the proliferation of weapons of mass destruction, provided by the Department for Combating Economic Crimes under the General Prosecutor's Office of the Republic of Uzbekistan.

15.3. The Bank undertakes, based on the results of regular checks of its customers, to assign risk categories to them and, based on the established risk categories, to set appropriate limits on Authorized Transactions conducted via BBC and/or CBC.

16. ANTI-FRAUD REQUIREMENTS

16.1. Each Party agrees to comply with the anti-fraud laws of the Republic of Uzbekistan.

16.2. The Bank undertakes to implement measures to prevent fraudulent transactions involving BBC and/or CBC, taking into account a risk-based approach.

16.3. The Bank undertakes to take immediate measures to mitigate the risk of fraud, including temporarily restricting transactions involving BBCs, CBCs, or devices; requesting supporting documents from the BBC and/or CBC holder or the MSE; and submitting information to the CRPC, specifying available details regarding suspicious transactions as well as the response measures taken.

16.4. The Bank undertakes to provide, upon request by the CRPC, complete and accurate information and documents necessary for analyzing transactions and verifying signs of fraud in transactions, including, if necessary, data on transactions involving BBCs, CBCs, or devices; the results of KYC and due diligence checks on BBC and CBC Holders and MSEs; the results of internal audits; and other relevant information.

17. OTHER TERMS AND CONDITIONS

15.1. The agreement entered into by the Parties based on this Offer shall remain in effect for an indefinite term.

15.2. The Parties confirm that there are no oral or other agreements not reflected in this Offer. The content of the Offer fully reflects the intentions of the Parties.

15.3. If any provision of this Offer becomes invalid due to a change in the legislation of the Republic of Uzbekistan, this shall not affect the validity of the remaining provisions of the Offer. The invalid provision shall be replaced with a valid provision that is as close as possible in meaning and economic substance.

18. CONTACT INFORMATION FOR CRPC, JSC

Address: 78 Abdulla Kodiriy Street, Shaykhantakhur District, Tashkent, 100011

Account No. 2020 8000 2006 0030 2001 at the Operational Department of “Capitalbank” JSCB

Bank code: 00974 TIN: 202042939 CCEA: 63110

Head: D. Melikidze, General Director of the management company UCMG LLC

Appendix No. 1
to the Offer for the Use of
the RTC Service in the "UZCARD" Payment System

SAMPLE

"Common Republican Processing Centre" JSC

Address: 78 Abdulla Kodiriy Street,
Shaykhantakhur District, Tashkent

Bank _____

Address: _____

DECLARATION
of Acceptance of the Offer to Use
the RTC Service in the "UZCARD" Payment System

Tashkent **__ _____ 2026**

Bank – __ "_____," hereinafter referred to as the "Bank," represented by _____ _____, acting pursuant to _____, hereby notifies of its acceptance of the terms and conditions for using the RTC Service within the "UZCARD" payment system by accepting this Offer, without any exceptions or exclusions with respect to the Bank's activities.
Contact Information:
1. Bank's Registered Address:
_____(zip code, city (state), district, street, house (office) number)

2. Contact Information

Phone	
Email	
Website	

3. Information on the Bank's state registration (re-registration):
_____ (document title, number, and date of issuance; issuing authority)

4. Information on the Bank's operating license:
_____
(document title, number, and date of issuance; issuing authority)

5. Information regarding the Bank's CEO:

Full Name	
Title	
Document confirming authority (order, minutes)	
Contact Information (work phone/cell phone)	
Email	

The Bank hereby confirms:
- that the attached information and documentation have been verified and are accurate and complete.
- acceptance of all terms and conditions of the Offer.

Attachment: __ pages.

(Head of the Bank)

_____ ____ _____
Full Name signature date

Appendix No. 2
to the Offer for Use of
the RTC Service in the "UZCARD" Payment System

List of documents*,

which must be attached to the Application for Acceptance of the Offer for Use of the RTC Service

1. Certificate of State Registration of the Bank.
2. The Bank's license.
3. The Articles of Association, as currently amended.
4. Documents confirming the authority of the person signing the Application on behalf of the Bank.

* - Copies of documents must be certified with the Bank's seal and the stamp "True Copy." If the "True Copy" stamp is not available, such a notation may be handwritten.