

PUBLIC OFFER (OFFER)

FOR THE CONCLUSION OF THE AGREEMENT ON THE PROVISION OF BANKING SERVICES TO SECURE PAYMENTS IN FAVOR OF THE SELLER ON THE SERVICE

THIS Public Offer (hereinafter – the “Offer”) is a public proposal by JSC “O!Bank” (hereinafter – the “Bank”) to conclude an Agreement on the provision of banking services to secure payments in favor of the Seller on the Service, and is addressed to individual entrepreneurs/legal entities registered in accordance with the legislation of the Kyrgyz Republic, which have concluded an Agreement for the provision of services for posting Product offers and providing functionality for concluding contracts and/or pre-booking Products on the Service of the Trading Platform Operator under the terms laid out in this Offer.

The Agreement on the provision of banking services to secure payments in favor of the Seller on the Service (hereinafter – the “Agreement”) shall be deemed concluded and acquire legal force from the moment the Bank receives the Acceptance of this Offer, executed by the Seller in written form on paper and/or in electronic form, in accordance with Article 394 and clause 3 of Article 395 of the Civil Code of the Kyrgyz Republic, and provided that the Financial Terms for the provision of banking services to secure payments in favor of the Seller on the Service (hereinafter – the “Financial Terms”), executed in the form prescribed by the Bank and signed by both Parties, have also been signed.

The Acceptance shall be deemed full and unconditional, which means, pursuant to Articles 399 and 402 of the Civil Code of the Kyrgyz Republic, the Seller’s execution (signature) and acceptance of all terms of this Offer, provided that the Seller submits and/or the Bank reviews the documents necessary for concluding the Agreement, in accordance with the requirements of the legislation of the Kyrgyz Republic and the Bank’s internal regulatory documents. The Acceptance constitutes an integral part of the Agreement (as does this Offer).

If the Seller disagrees with the terms of this Offer in whole or in part, the Seller must refuse to join the Agreement.

Notwithstanding the foregoing provisions, the Bank reserves the right, at its sole discretion, to refuse the Seller’s accession to the Agreement.

The current version of the Offer is published on the official website of the Trading Platform Operator at market.o.kg and in the Mobile Application for mandatory review prior to the Seller’s actions to accept the terms of the Offer (Acceptance).

The Seller guarantees that all terms of this Offer are clear to them and they accept them unconditionally and in full.

1. TERMINOLOGY

1. **“Delivery/Courier”** – a service provided by the Trading Platform Operator to organize the delivery of a Product to Buyers for their Orders, either independently or with the involvement of transport-logistics, courier services or other third parties.
- 1.2. **“Order”** – a duly executed request by the Buyer to purchase and deliver to the address specified by the Buyer, or via self-pickup of Products of the Seller selected on the Trading Platform.
- 1.3. **“Communication Channel”** – one of the means of transmitting information under the Agreement: electronic mail (e-mail), postal/telephone (fixed, cellular, data transfer) communication, Messenger, USSD/SMS/push-message, fax, message on the Site, in the Mobile Application or in the Personal Account.

1.4. **“Product Card”** – a compilation of information about a product offered for sale and available for order on the Trading Platform, containing, among other things, Content, as well as other information about the Product, its modifications, configuration, composition and other characteristics. The Product Card contains information about the Product, the disclosure of which to the Buyer, as a purchaser, is mandatory under the consumer protection legislation. The Product Card is completed by the Seller or the Trading Platform Operator; in this case, the Seller bears sole responsibility for the content’s accuracy and validity. The Product Card is a visual representation of the Product on the Service.

1.5. **“Content”** – any results of intellectual activity contained in the Product Card, including, but not limited to, descriptions, images and videos of Products, etc.

1.6. **“Credit”** – credit products of the Bank aimed at the purchase of a Product listed on the Trading Platform of the Operator: (i) without charging interest on the Credit – Installment Product; (ii) with charging interest on the Credit – Credit Product.

1.7. **“Credit Agreement”** – concluded between the Bank and the Buyer, under which the Bank provides the Buyer with credit to purchase a Product from the Seller on the Trading Platform through the Mobile Application Service.

1.8. **“MA”** – the “My O!+Bank” mobile application (“My O!”), intended for installation and use on mobile devices (smartphones, tablets, etc.), which allows the Buyer to access the functionality related to acquiring a Product on Credit via the Operator’s Trading Platform. MA provides the ability to apply for, manage, and repay a Credit, select a Product, and also perform other actions provided for by the conditions for granting the Credit and using the Product, subject to the technical capabilities of the MA.

1.9. **“Trading Platform Operator”** – Limited Liability Company “DevCats,” providing organizational, informational, and technical solutions that ensure interaction between Seller and Buyer as participants in an electronic transaction, as well as providing ancillary services in the process of an electronic transaction.

1.10. **“Seller”** – a legal entity/individual entrepreneur engaged in the sale of Products to Buyers using the Trading Platform and having concluded with the Trading Platform Operator Agreements for the provision of services for posting Product offers and providing functionality for concluding contracts and/or pre-booking Products on the Operator’s Service.

1.11. **“Buyer”** – a natural person who is a client of the Bank and a purchaser from the Seller, having obtained a credit from the Bank to acquire a Product through the Service.

1.12. **“Service”** – a technical solution designed for the integration of hardware complexes and software of the Trading Platform Operator, including an Internet resource (Site) at market.o.kg, applications to the Site for various operating systems, and other services.

1.13. **“Loan Amount”** – the sum of the credit issued by the Bank, which equals the cost of the Product(s) minus the initial down payment made by the Buyer. The initial down payment included in the Product’s cost is not part of the Loan Amount.

1.14. **“Product”** – goods/services sold by the Seller on the Trading Platform of the Trading Platform Operator.

1.15. **“Trading Platform of the Operator”** – an aggregator of information about Products, hosted on servers on the Internet at market.o.kg and/or the Trading Platform Operator’s Mobile Application, which allows Sellers to sell their Products.

1.16. Other terms, definitions, and conditions not specified in this section shall be interpreted according to the meaning derived from the context of the Agreement’s terms, or may be defined in the Appendices to this Agreement, separate agreements or other documents of the Service. In case of any disagreement regarding the interpretation of a term or definition used in the Agreement, the interpretation determined by the Bank shall be applied.

2. SUBJECT MATTER OF THE AGREEMENT AND GENERAL PROVISIONS

2.1. The subject matter of the Agreement is the establishment of conditions and cooperation principles between the Bank and the Seller in the process of the Seller’s sale of Products to Buyers on the Trading Platform, fully or partially at the expense of the Credit Amount under the Credit Agreement.

2.2. The Bank operates by providing the Credit to the Buyer at its own discretion, based on the requirements of the legislation and internal regulatory documents of the Bank, for the purpose of purchasing a Product listed by the Seller on the Operator’s Trading Platform.

2.3. The Seller carries out the sale of the Product to Buyers listed on the Operator’s Trading Platform under installment terms or the Bank’s credit product by connecting such functionality on the Trading Platform, and also pays the Bank remuneration under the terms of this Agreement.

2.4. The lending terms, interest rate, terms, and other conditions described in the Credit Agreement, which govern relations between the Bank and the Buyer, may be changed. The Bank shall notify the Seller of such changes by sending a written notice to the Seller or through the MA no later than 7 (seven) calendar days before the changes become effective if they affect the execution terms of this Agreement. Terms of early repayment, penalties, fines, conditions of credit restructuring, and other conditions are provided for in the Credit Agreement.

3. RIGHTS AND OBLIGATIONS OF THE BANK

3.1. The Bank shall:

3.1.1. Provide via the MA current information about Credit terms not constituting bank or other secrecy, necessary for cooperation under this Agreement.

3.1.2. Promptly review a Buyer’s application submitted through the MA from the moment of receipt of the application, and if the Buyer meets all requirements under the legislation of the Kyrgyz Republic and the Bank’s internal regulatory documents, approve the Buyer’s application for Credit.

3.1.3. After approval of the application, provide a Credit calculation via the MA indicating the Loan Amount, amount of the monthly payment, total overpayment for the entire Credit term (if any), Credit term, interest rates, and commissions for the Credit.

3.1.4. After signing the Credit Agreement between the Bank and the Buyer, as well as all accompanying agreements and documents, within 1 (one) business day following the assignment of the Order status to “Delivered,” transfer the Loan Amount to the Seller’s bank account at the Buyer’s instruction. In case Credit documents are executed on a weekend or non-working

holiday, the Bank shall transfer the Loan Amount to the Seller on the next business day. After transferring the Credit, the Bank, upon the Seller's request, shall provide the Seller with a bank statement confirming the Loan Amount credited to the Seller's account. At the same time, the Bank shall, without acceptance, debit the Seller's bank account for the amount of remuneration in accordance with the Financial Terms.

3.1.5. Timely and accurately execute documents, including those accompanying the Credit.

3.1.6. Upon receipt from the Seller of the Return of Goods Act in the form according to Appendix №2 to this Agreement, the return of the Loan Amount by the Seller to the Bank, and receipt of the Buyer's statement on early full Credit repayment, suspend the accrual of interest on the Credit from the date of receipt of the early full repayment statement.

3.1.7. Resume operations in favor of the Seller upon elimination of the causes that led to their suspension under clause 3.2.3. of this Agreement. In this case, the Bank shall not bear liability for losses incurred by the Seller as a result of the suspension of operations.

3.1.8.. In case of overdue indebtedness on the Credit, independently carry out measures provided by the legislation of the Kyrgyz Republic for debt recovery from the Buyer.

3.1.9.. Independently participate in proceedings and bear all expenses related to carrying out measures for debt recovery on the Credit from the Buyer.

3.1.10. Comply with the current legislation of the Kyrgyz Republic and the Bank's internal regulatory documents regarding lending.

3.1.11. Prepare, upon the Seller's request, a Reconciliation Statement in the form approved by the Bank.

3.1.12. Bear other obligations not provided for in this section arising from the conditions of this Agreement and requirements of the current legislation of the Kyrgyz Republic.

3.2. The Bank shall have the right to:

3.2.1.. Demand from the Seller the return in full of the Loan Amount less the remuneration retained by the Bank, within 1 (one) business day from the moment the Product is returned by the Buyer to the Seller in accordance with Section 5 of this Agreement. In doing so, amounts actually paid by the Buyer toward the Credit before the Product's return shall not be recalculated, and paid interest shall not be refundable.

3.2.2. Collect remuneration, including by debiting it from the Seller's bank account without acceptance, in accordance with the Financial Terms, as well as collect the Loan Amount in the event of Product return by the Buyer to the Seller, and for other monetary obligations arising under this Agreement.

3.2.3. Suspend consideration of Buyer applications/financing of the Buyer's purchase of the Seller's Product and/or block the Seller's operations if the Seller violates obligations stipulated by this Agreement or any other agreement concluded between the Bank and the Seller, and/or obligations arise under the legislation of the Kyrgyz Republic that prevent the Bank from financing Buyers, including under cooperation for the execution of this Agreement.

3.2.4. Unilaterally modify the Financial Terms by notifying the Seller through Communication Channels no later than 3 (three) business days before changes take effect.

4. RIGHTS AND OBLIGATIONS OF THE SELLER

4.1. The Seller shall:

4.1.1. Ensure the availability of the Product listed on the Trading Platform of the Operator that fully corresponds to the data and description in the Product Card.

4.1.2. Ship/hand over the ordered Product of appropriate quality and completeness to the Buyer no later than 15 (fifteen) minutes from the moment the Courier or the Buyer arrives at the Seller's product pickup/sale point.

4.1.3. Release/provide the Product of appropriate quality chosen on the Trading Platform to the Buyer exclusively after the Order status on the Service is updated to "Ready for Pickup" (in case of self-pickup) or "Ready for Delivery" (in case of Delivery), and after the Buyer/Courier provides the Seller with the confirmation code. Upon entering the correct code generated on the Service, the Order status must change to "Delivered"/"In Transit."

4.1.4. Open a bank account with the Bank in accordance with the requirements of the legislation of the Kyrgyz Republic and the Bank's internal regulatory documents for the purpose of fulfilling this Agreement's terms.

4.1.5. Accept the returned Product from the Buyer personally or through the Courier, regardless of the reasons for the Buyer's refusal to accept the Product, until the confirmation code of Product receipt by the Buyer is entered on the Service, or until the Order transitions to "Delivered" status.

4.1.6. If the Buyer contacts after the Order has transitioned to "Delivered" status, but within the period established by consumer protection legislation or under the Seller's warranty obligations, replace the Product or accept the Product returned by the Buyer within 1 (one) business day, according to the Act form approved in Appendix №2 to this Agreement, in coordination with the Buyer and where lawful grounds exist. In this case, Product replacement is only possible with an equivalent Product.

4.1.7. In the event of Product return by the Buyer, complete and sign the Return of Goods Act in the form according to Appendix №2 to this Agreement (hereinafter – the "Return Act") and send it to the Bank via Communication Channels, and return the Loan Amount to the Bank by crediting the bank account in accordance with clause 5.2. of this Agreement, as well as inform the Buyer of the necessity to submit to the Bank the original Return Act and to file with the Bank an application for early/full Credit repayment. In case of late return of the Loan Amount to the Bank, the Seller shall pay to the Bank all penalties/fines incurred by the Buyer due to non-payment of the Credit.

4.1.8. Bear full responsibility for all negative consequences related to improper and untimely notifying the Bank of Product return/replacement according to clauses 4.1.6. and 4.1.7. of this Agreement independently.

4.1.9. Bear all costs related to Buyer claims in connection with Product return or replacement independently.

4.1.10. Pay the Bank the remuneration under the Financial Terms within the first 3 (three) business days of the month following the settlement month if it has not been debited from the Seller's bank account by the Bank, and/or any amounts of penalties and/or reimbursement of Delivery costs and/or reimbursement of other costs in the amounts and on the terms established by this Agreement. In case of failure to pay these amounts within the prescribed period, the Bank has the right to debit them without acceptance from the Seller's bank account opened with the Bank.

4.1.11. Provide the Bank, upon request, with information available to the Seller necessary for proper performance of obligations under this Agreement.

4.1.12. Allow only instructed Seller's personnel to conduct operations under this Agreement.

4.1.13. In accordance with the requirements of the legislation of the Kyrgyz Republic, maintain confidentiality of copies and originals of all documents, receipts, as well as other information related to operations under this Agreement, and provide copies of such documents to the Bank upon request.

4.1.14. Place advertising materials provided by the Bank and adhere to all the Bank's recommendations for placing Bank logo stickers at points of sale of Products served by the Seller.

4.1.15. Notify the Bank in writing within 2 (two) business days in cases of: replacement of the first or second authorized signatories; replacement of the seal; amendments and additions to constituent documents; reorganization or forthcoming liquidation; change of details.

4.1.16. Not overstate the Product price on the Trading Platform compared to prices for similar Products at their own retail outlets/stores. The Product price on the Trading Platform must not exceed the market price for an equivalent Product and must be sold to the Buyer at the price set by the Seller on the day the Order is placed on the Trading Platform.

4.1.17. Not accept Credit payments from the Buyer independently, including after the Product is returned by the Buyer, and not accept payment for the Product ordered on the Trading Platform on credit/installment, except for the initial down payment for such Product.

4.1.18. Bear other obligations not provided for in this section arising from the conditions of this Agreement and requirements of the current legislation of the Kyrgyz Republic.

4.2. The Seller shall have the right to:

4.2.1. Receive from the Bank information on matters related to the performance of this Agreement.

4.2.2. Receive from the Bank general information about Credit terms not constituting banking or other secrecy, necessary for interacting with prospective Buyers.

4.2.3. Determine the method of cooperation for Product release/delivery to the Buyer via self-pickup and/or Delivery.

4.2.4. Request a Reconciliation Statement. The Bank shall prepare the Reconciliation Statement within 3 (three) business days from the date of receiving the request.

5. INTERACTIONS REGARDING PRODUCT RETURN AND CREDIT CLOSURE

5.1. Upon return of the Product, the Seller and the Buyer shall draw up and sign the Act in the form approved in Appendix №2 to this Agreement, which the Buyer must provide to the Bank.

5.2. Within 1 (one) business day from the date of Product return, the Seller shall credit to the bank account opened with the Bank in accordance with clause 4.1.4. of this Agreement an amount equal to the Loan Amount, less the Bank's remuneration, if it was held by the Bank, and shall also notify the Buyer of the necessity to deliver to the Bank the Return Act and file an application for early/full Credit repayment. In the event the Buyer paid the Seller an initial down payment for the Product, the Seller shall return the initial down payment amount to the Buyer in full without deductions.

5.3. If the Seller fails to return the Loan Amount to the Bank within the period specified in clause 5.2. of this Agreement, the Bank shall be entitled, without acceptance, to debit the Loan Amount from the Seller's bank account opened with the Bank, and the Seller shall be obligated to pay to the Bank penalties/fines incurred by the Buyer due to non-payment of the Credit.

5.4. The Seller shall not be entitled to pay the Loan Amount or other amounts paid for the Product directly to the Buyer, except for the initial down payment amount.

5.5. After receipt of the Loan Amount from the Seller, the Bank shall fully repay the Buyer's Credit. Amounts of principal repayments made by the Buyer before the Loan Amount is credited by the Seller are refundable by the Bank to the Buyer. Interest repayments are non-refundable.

5.6. Replacement of a Product purchased on Credit is possible only with an equivalent and identical Product; otherwise, a return of the Product is effected, and the Buyer places a new Order for another Product, applying for a new Credit on the Trading Platform, and the Seller takes actions provided for in clause 5.2. of this Agreement.

5.7. In case of Buyer's refusal and return of the Product before the Order status transitions to "Delivered," or before the Bank credits the Loan Amount to the Seller's account, the Trading Platform Operator reflects the Order status as "Cancelled by Buyer" in the Service for the Bank and Seller. In this case, the Bank unilaterally annuls the Credit Agreement with the Buyer.

5.8. Upon Product return for any reason, the Bank's remuneration specified in the Financial Terms is payable by the Seller, and retained remuneration is non-refundable.

6. LIABILITY PROVISIONS

6.1. Each Party to this Agreement shall be responsible for timely payment of taxes, fees, and other payments, as well as for timely submission of tax and other reporting in accordance with the current legislation of the Kyrgyz Republic.

6.2. For violation of the agreed Credit Amount transfer term under clause 3.1.4. of this Agreement, the Bank shall pay the Seller a penalty of 0.1% (zero point one) of the amount of the Credit Amount overdue for each day of delay, but not more than 5% of the Credit Amount.

6.3. In case of Order cancellation on the Trading Platform due to the Seller's fault (unavailability of the Product, etc.), except for cases of the Bank's refusal of the Credit application or failure of the Buyer to sign credit documents, the Bank shall, without acceptance, debit from the Seller's bank account the penalty amount specified in the Financial Terms as for

Order cancellation due to the Seller's fault. The Bank's unilateral debit of amounts specified in this clause from the Seller's bank account is carried out at the end of each reporting month during which the Order cancellation took place.

6.4. For violation by the Seller of clauses 4.1.7. and 4.1.13. of this Agreement, the Bank shall be entitled to demand, and the Seller shall be obligated to pay, a fine in the amount of 5,000 (five thousand) soms for each violation. In case of repeated violations by the Seller of the specified clauses of the Agreement, the Bank shall be entitled to unilaterally terminate this Agreement without observing the notice period established in clause 11.2. of this Agreement.

6.5. In case of violation by the Seller of the procedure for payment of the Bank's remuneration and/or other payments provided for in this Agreement, the Seller shall be obligated to pay the Bank a penalty of 0.1% of the unpaid amount for each day of delay, but not more than 5% of the unpaid amount. In this case, the Bank shall be entitled to unilaterally withhold the penalty from the Seller's bank account.

6.6. Responsibility for proper fulfillment of obligations for Product sale, as well as for their quality to Buyers, lies with the Seller.

6.7. The Bank shall not be liable for non-performance or improper performance of obligations under the sale-purchase Agreement for the Product in all cases, except in cases of the Bank's performance of obligations specified in the subject matter of this Agreement.

6.8. All claims by the Parties regarding penalties specified in this section of the Agreement must be substantiated and presented to the liable Party with supporting documents confirming the breach.

6.9. All payments provided for in this section must be made within 5 (five) business days from the receipt of the corresponding claim by the Party.

6.10. The Parties may, at their discretion, exempt each other from paying a penalty and/or reduce its amount, based on the proportion of the violation amount, measures taken by the Parties to eliminate the consequences of such violations, and preventing their recurrence in the future.

6.11. Liability not provided for in this Agreement shall be established in accordance with the current legislation of the Kyrgyz Republic.

6.12. Payment of penalty does not exempt the liable Party from performing its obligations under this Agreement.

7. DISPUTE RESOLUTION PROCEDURE

7.1. All disputes and disagreements that may arise between the Parties on matters arising from and/or in connection with the performance of this Agreement shall be resolved in the manner established by the legislation of the Kyrgyz Republic, and in court – in courts at the location of the Bank. The pre-trial procedure is not mandatory. The language of judicial proceedings is Russian.

8. GUARANTEES OF THE PARTIES

8.1. Each Party, by concluding this Agreement, confirms and guarantees that:

8.1.1. It is validly operating under the legislation of the Kyrgyz Republic, duly registered, and duly recorded by all competent state authorities.

8.1.2 As of the date of conclusion of the Agreement, it is not on the sanctions list of companies, nor is it under control of any such company in accordance with applicable law. In case of such circumstances in the future, it shall immediately notify the other Party.

8.1.3. It possesses sufficient legal capacity to conclude this Agreement.

8.1.4. The person signing this Agreement on its behalf has all the powers to enter into this transaction.

8.1.5. It has executed all acts and fulfilled all conditions and actions necessary to lawfully conclude this Agreement, use its rights and fulfill its obligations, and guarantee that obligations under this Agreement are legal and valid.

8.1.6. It has no violations of any contract or agreement, no proceedings threatening it, or initiated against it that could negatively affect its ability to perform this Agreement.

8.1.7. All written and oral information provided by it to the other Party in connection with this Agreement is complete, accurate, and precise in all material respects, and it is neither aware nor should be aware of any significant facts or circumstances not presented to the other Party that, if discovered, could adversely affect the decision of the other Party entering into this Agreement.

8.1.8. The Seller shall provide accurate data, including personal data, when completing payment documents for payment.

8.1.9. The Seller confirms ownership rights to the Product. The Seller holds rights of ownership, use, and disposition in full. The Seller confirms that the Product quality fully complies with GOSTs, SanPiNs, TU standards of the Kyrgyz Republic and other requirements established by the legislation of the Kyrgyz Republic, and guarantees the availability of all permits required by the legislation of the Kyrgyz Republic for the sold Product.

9. FORCE MAJEURE (ACTS OF GOD)

9.1. The Parties are fully released from liability for non-performance or improper performance of their obligations under this Agreement if caused by circumstances of force majeure (acts of God).

9.2. If circumstances of force majeure hinder, impede, or delay performance by any Party of obligations under this Agreement, performance by that Party is suspended proportionally to the time during which such force majeure circumstances and their consequences continue, and to the extent that they hinder, impede, or delay performance by the Party.

9.3. The Party for which performance of obligations under this Agreement becomes impossible (or improperly performed) due to force majeure circumstances must notify the other Party in writing as soon as possible, but no later than 15 (fifteen) business days from the occurrence of such events. The notice must describe the force majeure circumstances, the date of their occurrence, the expected date of their termination, provide proof of force majeure, and justify the causal link between the force majeure circumstances and the unperformed obligation.

9.4. Sufficient evidence of force majeure shall be documents issued by competent state authorities or other competent organizations in accordance with the legislation of the Kyrgyz Republic.

9.5. Force majeure (acts of God) under this Agreement shall be, but not limited to, wars, military actions, military conflicts, coups d'état, invasions, actions of foreign adversaries, uprisings, terrorism, terrorist acts, revolutions, civil disobedience, mutiny, martial or emergency rule, riots, civil unrest, natural disasters, earthquakes, fires, floods, epidemics, actions of governmental bodies or institutions, administrative or commercial restrictions imposed by competent authorities of state power and administration, issuance of legislative or other normative acts (public acts) making it impossible for the Parties to perform contractual obligations, and other circumstances beyond the reasonable control of the Parties.

9.6. Absence of a causal link between the force majeure circumstance and the unperformed (improperly performed) obligation deprives a Party of the right to refer to any of the above circumstances as grounds relieving from liability for non-performance or improper performance of obligations under this Agreement.

9.7. Within 5 (five) business days after the cessation of force majeure circumstances, the Party affected must notify the other Party in writing of the cessation of force majeure circumstances and resume performance of its obligations under this Agreement.

9.8. If force majeure circumstances continue for more than 3 (three) months, or it is obvious at their occurrence that they will continue longer than the specified time, any Party has the right to withdraw from this Agreement unilaterally, with obligatory notification of the other Party no later than 15 (fifteen) days. In this case, neither Party shall have the right to claim compensation for losses caused by refusal to perform this Agreement.

10. CONFIDENTIAL INFORMATION

10.1. Each Party, on its own behalf and on behalf of its employees with whom it has labor or other relationships, agrees to assume obligations to ensure the preservation and non-disclosure of confidential information and documentation, including commercial, technical, banking or official secrecy, information about the terms of this Agreement and appendices to it, as well as other confidential information which became known to the Party and its employees in the process of performing this Agreement. By mutual agreement, confidential information shall not be disclosed by any Party without the written consent of the other Party, except in cases provided for by this Agreement. Exceptions include lawyers (attorneys), auditors, accountants, bankers, or financial advisors hired by the Parties under confidentiality terms, as well as judicial, governmental and other similar competent organizations participating in consideration of any matters related to this Agreement or entitled to receive confidential information under the current legislation of the Kyrgyz Republic.

10.2. Each Party shall take all necessary measures, including entering into written contractual obligations, to ensure confidentiality of confidential information and documentation by employees with whom each Party has labor or other contractual relationships and who directly or indirectly have access to confidential information and documentation of one Party as well as all Parties to the Agreement.

10.3. The Parties undertake mutual obligations to immediately inform each other if any encroachments or violations by third parties concerning confidential information and

documentation of the other Parties to the Agreement or confidential information and documentation of their business partnership become known to either Party.

10.4. Upon expiration/termination of this Agreement or upon written request of a Party, other Parties who have received confidential information under this Agreement must destroy or return such confidential information to the respective Party within 5 (five) years after termination/expiration of the Agreement for any reason.

11. TERM OF THE AGREEMENT AND TERMINATION PROCEDURE

11.1. The Agreement is of indefinite duration.

11.2. The Agreement may be terminated by mutual agreement of the Parties or at the request of one Party. A Party intending to unilaterally terminate the Agreement must notify the other Party via Communication Channels no later than 30 (thirty) calendar days before the intended date of termination of the Agreement, except for cases separately provided for in this Agreement.

11.3. Termination/expiration of this Agreement does not release the Parties from any obligations, claims, or demands regarding any previous breaches of terms or non-fulfillment of conditions of the Agreement prior to termination/expiration of the Agreement.

11.4. All obligations of the Parties under this Agreement which, by their nature, should continue to operate (including obligations regarding confidentiality, mutual settlements, but not limited to these), remain in force after the Agreement's termination/expiration.

11.5. All Orders placed prior to the date of termination/expiration of the Agreement for any reason are subject to fulfillment by the Parties in full accordance with the terms of this Agreement.

12. FINAL PROVISIONS

12.1. This Agreement is governed by and subject to interpretation in accordance with the legislation of the Kyrgyz Republic. Matters not provided for in this Agreement are regulated by applicable legislation of the Kyrgyz Republic.

12.2. In case of any contradictions between the provisions of this Offer and the provisions of the Acceptance, the provisions of the Acceptance shall prevail concerning the subject of such contradictions. However, if the Parties have not expressly agreed in writing on the validity of other terms in the text of the Acceptance than those provided for in the Offer, any terms in the Acceptance that contradict the terms of the Offer are deemed invalid and have no legal force.

12.3. None of the terms of this Agreement may be construed as a joint activity agreement.

12.4. The Seller has no right to assign and/or transfer in any other way (directly or indirectly) its rights and/or obligations under the Agreement and/or in relation to any Product (in whole or in part) to third parties without the prior consent of the Bank. The Bank has the right to assign and/or transfer in any other way its rights under the Agreement (in whole or in part) to any third parties without the Seller's consent.

12.5. The Bank reserves the right to amend the terms of this Agreement published on the Service. The Bank shall notify the Seller of such changes through Communication Channels.

12.6. All documents mentioned in this Agreement are an integral part of it.

12.7. All documents, statements, information, and any other communications of the Parties having a direct or indirect relation to this Agreement shall be sent through Communication Channels.

12.8. The Parties acknowledge that in the event of any disputes and disagreements during the performance of obligations, all correspondence between the Parties conducted electronically through Communication Channels has legal force and may be considered on par with paper documents as evidence, provided such correspondence was sent from the electronic addresses/logins/numbers of a Party to this Agreement.

12.9. Each Party shall notify the other Party via Communication Channels of changes of address, telephone numbers, e-mail addresses, and other details/circumstances capable of affecting the performance of obligations under this Agreement.

12.10. Invalidity (or unenforceability) of individual provisions of the Agreement does not affect the validity (or enforceability) of the remaining provisions of the Agreement or the validity of the Agreement as a whole. Non-exercise (or waiver) by the Bank of any right does not deprive it of the opportunity to exercise that right in the future.

JSC “O!Bank,” OKPO 22192566, TIN 01204199910016

Legal Address: 72003, Bishkek, Frunze Street, 390

License of NBKR №044 dated 17.09.2024

Tel.: +996 312 988 330, e-mail: obank@obank.kg

Appendix №1**Contact Information of Specialists Responsible for Interaction Between the Bank and the Seller**

	Bank				
		Full Name	Department/Position	Phone	Email
		Abdryasulov Rakhat	Head of Partner Support Department, Partner Acquisition Department	+996 700 000 595	rabdrasulov@obank.kg
		Metikulov Edige	Lead Specialist, Retail Business Division, Credit Department, Commercial Activity Department	+996 700 156 633	emetikulov@obank.kg

Return of Goods Act

We, the undersigned, _____, **acting on behalf of the Seller**
Full Name

pursuant to power of attorney No. _____ dated “ ____ ” _____ 20,
and the Buyer _____, identity document ___,
Full Name

***have drawn up this Return of Goods Act for the Product purchased under Order No. ____ dated
“ ” _____ 20, as follows:***

1. The Buyer transfers, and the Seller accepts the return of the following Products:

2. Reason for the return of the Product:

3. Notes on the quality and condition of the Product, presence of defects, condition of packaging (packaging):

4. Information on Product quality expertise:

5. Buyer's requirements regarding the returned Product: replace with a Product of proper quality, refund the amount paid for the Product (underline as applicable).

6. This Act is drawn up in three copies: one for each Party and the third copy for the Bank.

Seller _____
(signature)

Buyer _____
(signature)