

## PUBLIC OFFER

### (Adhesion offer for the provision of electric vehicle charging services)

This Offer is an adhesion agreement (adhesion offer), as defined by Article 367 of the Civil Code of the Republic of Uzbekistan. The Offer is concluded between the Service Provider - the person providing the Services in accordance with the subject matter of this Offer, and the Client - the person who intends to receive the Services provided for in this Offer and has confirmed such intention by registering in the Service Provider's system, or who has logged into their account in the Service Provider's system. Performing the above actions means that the Client has familiarized themselves with the provisions of the Offer, accepted them in full without any exceptions or limitations, and has given consent to the storage and processing of their personal data in connection with the provision of the relevant Services.

### 1. TERMS AND DEFINITIONS

For the purposes of this Offer, the following terms shall have the meanings set out below:

**Acceptance of the Offer** – full and unconditional acceptance by the Client of the terms of this Offer by registering in the mobile application "Yashil Energiya Quvvatlash stansiyalari", authorizing in the personal account, replenishing the Balance, or starting to use the Services.

**Balance (Personal Account)** – the Client's virtual accounting account in the Service Provider's system, intended for recording funds deposited by the Client to pay for the Services.

**Charging Station** – equipment owned by the Service Provider or used by it on legal grounds, intended for charging the battery packs of electric vehicles.

**Charging Session** – the process of providing the Service from the moment electricity starts being supplied to the Client's vehicle until charging is completed or the session is forcibly terminated.

**Service Provider** – a legal entity providing electric vehicle charging Services through a network of Charging Stations and the mobile application "Yashil Energiya Quvvatlash stansiyalari".

**Client** – an individual or legal entity that has accepted this Offer and uses the Services of the Service Provider.

**Personal Account** – the Client's personal section in the mobile application "Yashil Energiya Quvvatlash stansiyalari", used to manage charging sessions, replenish the Balance, and receive information about the Services.

**Mobile Application** – the software "Yashil Energiya Quvvatlash stansiyalari", intended for interaction between the Client and the Service Provider.

**Tariff** – the cost of the Services established by the Service Provider and published in the mobile application and/or on the Service Provider's website.

**Services** – a set of services for providing access to the Service Provider's charging infrastructure and ensuring the charging process of electric vehicle battery packs.

**Electric Vehicle (EV)** – a vehicle equipped with a traction battery pack and intended to be charged through a Charging Station.

**Website** – the official internet resource of the Service Provider.

**Personal Data** – information about the Client processed by the Service Provider in accordance with the legislation of the Republic of Uzbekistan.

1.2. Terms not defined in this Offer shall be interpreted in accordance with the legislation of the Republic of Uzbekistan.

1.3. If a term in the text of the Offer does not have an unambiguous interpretation, its interpretation as defined by the legislation of the Republic of Uzbekistan shall apply, and in the absence of such interpretation, established business practice shall apply.

## **2. SUBJECT MATTER OF THE OFFER**

2.1. Under this Offer, the Service Provider provides services for charging the battery packs of the Clients' electric vehicles using charging stations (hereinafter referred to as the "Services").

2.2. The Client undertakes to pay the Service Provider for the Services by making an advance deposit of funds to the Client's personal account in the Service Provider's system in compliance with the rules established by this Offer.

## **3. COST OF SERVICES AND SETTLEMENT PROCEDURE**

3.1. The specific cost of the Services is established in accordance with tariffs calculated separately for each charging station and indicated in the Service Provider's mobile application.

3.2. The cost of the Service for charging electric vehicles is calculated based on the amount of electricity actually consumed, measured in kWh (kilowatt-hours), and indicated in the interface of the Service Provider's mobile application. This cost is a fixed price for the Service Provider's comprehensive service, which includes ensuring the technical operation of the charging station, service and operating expenses, as well as the Service Provider's commercial income.

3.3. The amount of electricity consumed in the provision of the Service is intended for calculating the Cost of the service when charging per kWh and is determined by electricity metering devices installed in the charging station. The Service Provider is not an electricity supplier, but provides a comprehensive charging Service.

3.4. After completion of the charging session, the Client is provided with 20 (twenty) minutes of free time to vacate the parking space. Upon expiry of this period, a fee of 500 (five hundred) sum is charged for each minute of vehicle idle time in the parking space of a direct current station (a "fast" or "ultra-fast" station).

## **4. PAYMENT METHODS AND CLIENT BALANCE**

4.1. Payment for the Services is made in the national currency of the Republic of Uzbekistan (sum) by making an advance deposit of funds to the Client's personal account in the Service Provider's mobile application.

4.2. The personal account in the mobile application may be replenished in the following ways:

- a) Using bank cards of national and international payment systems (including: Uzcard, Humo, Visa, Mastercard);

- b) Through integrated electronic payment systems and mobile applications of partner banks (Uzum bank, Paylov, Payme, Click, Paynet);
- c) By other non-cash payment methods available in the application interface.

4.3. In order to receive the Services, the amount of funds on the Client's personal account in the Service Provider's mobile application must be at least 10,000 (ten thousand) sum.

4.4. When the Client directly receives the Services, funds are automatically debited from the Client's account in the amount of the cost of the Services actually provided.

4.5. If, in the course of providing the Services, the amount of funds on the Client's personal account decreases to 10,000 (ten thousand) sum, the provision of the Services shall be automatically suspended.

4.6. If, for technical reasons, the charging session was not terminated in a timely manner and, upon completion of the Services, the Client's balance became negative, the Client is obliged to replenish their balance to a positive value. The Service Provider reserves the right to debit the accumulated debt amount from the Client's balance upon subsequent replenishment.

4.7. Subject to payment for the Services in compliance with the provisions of this section, the Client has the right to use the Service Provider's available charging stations, information on which is posted on the website and in the mobile application.

4.8. The Service Provider has the right, at its own discretion, to provide Clients with promo codes, discounts, bonuses, special tariffs, and other privileges within loyalty programs, marketing, advertising, and promotional campaigns. Such privileges may be provided both individually to particular Clients and to an unlimited number of persons through the mobile application, official website, advertising materials, and other information channels. The conditions of use, validity period, procedure for provision, and restrictions are determined by the Service Provider.

4.9. In the event of technical malfunctions, failures in the operation of the mobile application, charging stations, or other circumstances resulting in the impossibility or improper provision of the Services, the Service Provider may, by agreement with the Client, provide compensation in the form of a promo code, discount, bonus funds to the Balance, or other privileges provided for by the Service Provider's loyalty programs. Such compensation is provided by agreement of the parties and may be used as a method of settling a claim.

## **5. REFUND PROCEDURE**

5.1. Funds deposited by the Client to the personal account in the Service Provider's system are recognized as an advance payment for future Services. The Client has the right to withdraw from the Offer and demand a refund of the unused balance of funds.

5.2. Refunds are made by the Service Provider on the basis of the Client's official written application (including one sent electronically through verified channels of the application's Support Service).

5.3. For security purposes and to prevent unauthorized withdrawal of funds, refunds are made exclusively to the same details and to the same bank card from which the initial account replenishment was made. Refunds in cash are not made.

5.4. The period for processing the application and transferring funds is from 3 (three) to 10 (ten) banking days (depending on the conditions of the Client's bank) from the moment the application is approved by the Service Provider. Third-party commissions (banks, payment systems) for conducting the refund transaction may be withheld from the refunded amount.

## **6. RISK CONTROL AND PREVENTION OF FRAUDULENT TRANSACTIONS**

6.1. The Service Provider, together with acquiring banks and processing centers, carries out continuous transaction monitoring in order to control risks, identify suspicious transactions, and prevent fraudulent actions (anti-fraud control).

6.2. The Service Provider has the right to unilaterally temporarily block the Client's account, restrict access to the personal account, or suspend the provision of the current Service in the following cases:

- a) Upon receipt of an official notification from a payment system or bank regarding suspected unauthorized use of a payment instrument;
- b) Upon detection by the Service Provider's automated security systems of signs of atypical, suspicious, or fraudulent use of the account (including attempts to hack application protocols);
- c) Upon receipt of claims from third parties disputing the legality of ownership of the card from which the balance was replenished.

## **7. PROCEDURE FOR REVIEWING DISPUTED FINANCIAL TRANSACTIONS**

7.1. In the event of disputes related to the debiting of funds, disagreement with the scope of session tariffing, or non-crediting of a payment to the balance, the Client is obliged to send a reasoned claim to the Service Provider's Support Service.

7.2. The period for the Client to submit financial claims is 30 (thirty) calendar days from the date of the disputed transaction or completion of the disputed charging session. Upon expiry of this period, the Service Provider's obligations shall be deemed duly performed, and the settlements shall be deemed accepted by the Client without reservations.

7.3. In the claim, the Client undertakes to specify their identification data (full name, phone number linked to the account), the date and time of the session, the number/address of the charging station, the essence of the claim, and to attach a receipt (payment confirmation) of the payment system.

7.4. The Service Provider verifies the claim and sends the Client an official response within no more than 10 (ten) business days from the moment all information is received.

7.5. In cases where the disputed situation is caused by a failure on the side of external payment systems or banks, the timeframes for final settlement of the dispute are determined by the regulations of the relevant payment systems (Uzcard, Humo, Visa, Mastercard).

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES**

8.1. The Client has the right:

8.1.1. To receive from the Service Provider complete and reliable information on the cost and procedure for providing the Services on the Service Provider's website and in the mobile application;

8.1.2. To replenish the personal account in the Service Provider's system within the available technical capabilities by the methods provided for in Section 3 of this Offer, except during periods of scheduled technical work on the side of the Service Provider or payment gateways, as well as in the absence of restrictions imposed by risk control and fraud prevention systems in accordance with Section 5 of this Offer.

8.2. The Service Provider has the right:

8.2.1. To change the cost of the Services, Balance limits, idle-time tariffs, and to introduce additional paid services;

8.2.2. To unilaterally amend the Offer by posting the current version on the website and in the mobile application;

8.2.3. To change the location of charging stations, their technical parameters, and to increase or decrease their number;

8.2.4. To suspend the provision of the Services or block a Client who violates the terms of the Offer or has outstanding penalties.

8.3. The Client is obliged:

8.3.1. To treat the Service Provider's property and equipment carefully and strictly in accordance with the instructions;

8.3.2. Not to disseminate inaccurate information about the Service Provider and the quality of its Services;

8.3.3. To maintain full confidentiality with respect to information received under the Offer.

8.4. The Service Provider is obliged:

8.4.1. To timely publish the current terms of the Offer, tariffs, and addresses of operating charging stations in the application and on the website;

8.4.2. To ensure uninterrupted functioning and proper operation of the Client support service.

## **9. LIMITATION OF LIABILITY AND WARRANTIES**

9.1. The Service Provider guarantees the ability of the charging station to deliver current at the declared power. The Service Provider shall not be liable for the quality and charging speed caused by defects, malfunctions, or design features of the Client's electric vehicles (including the condition of the battery pack, controller, charging port, or cable), as well as limitations of the internal battery management system (BMS).

9.2. The Service Provider shall not be liable for interruptions in the operation of equipment caused by deviations of power system parameters from standard values or the technical condition of third-party power grids (including emergency power outages by regional electric networks).

9.3. The Service Provider shall not be liable for damage, lost profits, or harm incurred by the Client or third parties in the course of receiving the services, except in cases expressly provided for by the current legislation of the Republic of Uzbekistan.

## **10. CONFIDENTIALITY AND PERSONAL DATA**

10.1. Information relating to tariffing, charging sessions, payments, and technological processes of the Service Provider is recognized as Confidential. The Client undertakes not to disclose it to third parties without the written consent of the Service Provider.

10.2. By performing conclusive actions for registration and/or authorization in the mobile application, the Client expresses their full, informed, and conscious consent to the Service Provider for the

processing of their personal data. This consent applies to the following information: surname, name, patronymic, mobile phone number, email address, make, model, and state registration number of the motor vehicle, bank card details, as well as data on completed transactions and charging sessions. Processing includes collection, systematization, accumulation, storage, clarification (updating, modification), use, anonymization, blocking, and destruction of personal data, carried out both with and without the use of automation tools, in accordance with the Law of the Republic of Uzbekistan "On Personal Data".

10.3. The purposes of processing are: ensuring performance of the Offer, studying market conditions, collecting statistics, improving the service, and promoting the Service Provider's products (including the Client's right to receive advertising materials by SMS, email, and phone). The Service Provider guarantees the confidentiality of data storage in accordance with the requirements of the legislation of the Republic of Uzbekistan.

## **11. INTELLECTUAL PROPERTY**

11.1. Exclusive rights to the mobile application, its content, design, logos, databases, and other intellectual property objects belong to the Service Provider.

11.2. Unauthorized use, copying, or collection of information from the application entails administrative and criminal liability in accordance with the legislation of the Republic of Uzbekistan. Upon detection of such violations, the Service Provider has the right, unilaterally and without prior notice, to block access to the violator's account and personal account, as well as to submit materials to law enforcement authorities.

## **12. LIABILITY OF THE PARTIES AND PENALTIES**

12.1. For non-performance or improper performance of obligations, the Parties shall be liable in accordance with the legislation of the Republic of Uzbekistan.

12.2. The Service Provider has the right to apply penalties to the Client if the Client commits violations provided for in clause 7.3.1 (negligent treatment of equipment), clause 7.3.2 (inaccurate information), clause 7.3.3 (disclosure of confidential data) of this Offer.

12.3. The amount of the fine is determined by the Service Provider individually in each case in proportion to the damage caused, of which the Client is notified by SMS to the registered number or by notification through the application. Until the fine is paid in full, the provision of the Services may be suspended.

## **13. TERM AND PROCEDURE FOR AMENDING THE OFFER**

13.1. Amendments to the Offer enter into force from the moment they are published as part of the text of the Offer in the mobile application and on the Service Provider's official website.

13.2. In case of disagreement with the amendments, the Client is obliged to immediately stop receiving the Services and send written notice to the Service Provider. Continued use of the application and charging stations is recognized as the Client's automatic and full consent to the new version of the Offer.

13.3. This Offer enters into force from the moment the Client registers or logs into the account (conclusive action).

#### **14. LEGAL ADDRESSES AND DETAILS OF THE PARTIES**

**Service Provider:**

**JV "Yashil Energiya" LLC, 100022,  
Tashkent city, Yunusabad district, Bodomzor Street, 2-B  
Settlement account: 2020 8000 9056 1612 2002  
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