

USER AGREEMENT (PUBLIC OFFER)

Limited Liability Company “Way II Management”, hereinafter referred to as “WAY II”, publishes this document, which, in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan, is a public offer addressed to individuals having the necessary scope of legal capacity, as well as to legal entities that are residents of the Republic of Uzbekistan (hereinafter, the “Users”), and expresses its intention to consider itself to have concluded this User Agreement (hereinafter, the “Agreement”) with each User who has accepted this offer on the terms set out below.

The Agreement is a public proposal (offer) of the Operator to any User to conclude the User Agreement on the terms specified below. The User must read this Agreement in full before using the Platform. The fact of registration in the application or of use of any functions or software capabilities of the Platform means the User’s full and unconditional acceptance of this Agreement.

Terms and Definitions

Term	Definition
“WAY II” (Operator)	Limited Liability Company “Way II Management”, the Operator of the Platform (TIN: 311 062 534). Legal address: 64/2 Makhtumkuli Street, Yashnabad District, Tashkent, Republic of Uzbekistan. Actions performed automatically by the hardware and software system of the Platform are deemed to be actions of WAY II.
“Platform”	The Way Invest mobile application developed by WAY II, which enables Users to acquire, use and dispose of Assets. The Platform is a software tool and does not act as an independent subject of rights and obligations.
“Registration”	The process of creating a Personal Area on the Platform, which enables the User to gain access to the functionality of the Platform. The User is notified of the fact of Registration by SMS message.
“Authorization”	The process of identification and authentication of the User when logging into the Personal Area by entering a phone number and a one-time password generated and sent to the User’s registered contact phone number, or by entering a PIN code.
“Account”	The set of User data that ensures the User’s Authorization and access to the Personal Area.
“Personal Area”	A personal section of the Platform, individual for each User and inaccessible to third parties, which serves for acquiring, using and disposing of Assets, as well as for communication with WAY II and other Users.
“User”	An individual having the scope of legal capacity required to perform the relevant actions (the age of majority is determined by the legislation of the country of which the individual is a

	citizen), or a legal entity, that has completed Registration on the Platform in the manner established by this Agreement.
“Asset”	A share (contribution) in the charter fund (charter capital) of a legal entity that is a resident of the Republic of Uzbekistan.
“Transaction Execution”	Actions of the User aimed at concluding a contract for the purchase and sale (other alienation) of an Asset.
“Seller”	A User who alienates an Asset through the Platform to another User using the technical means of the Platform.
“Privacy Policy”	A document of WAY II that determines the procedure for the collection, processing and storage of Users’ personal data, as well as the organizational and technical measures taken by WAY II to protect the User’s personal data against unlawful access, destruction, alteration, blocking, copying, dissemination and other unlawful actions of third parties. It is posted on the Platform.
“Electronic Confirmation”	An action of the User performed in the Personal Area using the means of identification and authentication provided for by this Agreement (a one-time password sent by SMS message; a PIN code; biometric identification, including through the MyID service and facial recognition (Face ID)), which the Parties recognize as an analogue of a handwritten signature in the manner set out in Section 14 of this Agreement.
“Partnership”	Limited partnership “WAY II MANAGEMENT VA KOMPANIYA KOMMANDIT SHIRKAT”.
“Buyer”	LLC “AAG-2”, a general partner of the Partnership, which acquires, in its own name and in its own interests, the User’s contribution (share) in the charter capital of the Partnership upon the User’s exit from the participants (limited partners) of the Partnership in the manner provided for by Section 5 of this Agreement.
“Agreement”	This User Agreement together with its appendices, which determines the procedure and terms of use of the Platform.

The Agreement may use terms that are not defined in this section. In such a case, such a term shall be interpreted in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of a term in the text of the Agreement, the interpretation established by the legislation of the Republic of Uzbekistan shall apply.

1. Subject of the Agreement

1.1. This Agreement governs the relations between WAY II and the User, as well as between Users in terms of communication, arising in the course of using the Platform.

1.2. This Agreement does not govern the relations arising between the User and the Seller and related to the consequences of a transaction concluded between them in terms of performance and/or incomplete performance of obligations by the parties to the transaction, except for the cases expressly provided for by Section 5 of this Agreement.

1.3. The appendices to this Agreement form an integral part of it. The following are attached to this Agreement: Appendix No. 1 “Regulations on the Referral Program”; the Privacy Policy.

1.4. Rules, regulations, policies and other documents governing the use of individual functions of the Platform become an integral part of this Agreement from the moment they are posted on the Platform and a notification is sent to Users in the Personal Area. Such documents may not contradict this Agreement; in the event of a contradiction, the terms of this Agreement shall apply.

2. Registration and Authorization

2.1. To use the Platform, a User who is an individual must complete Registration by entering their phone number (which subsequently serves as the login for accessing the Platform), confirming the phone number by SMS message and pressing the “Continue” button, after which the User enters their passport data and undergoes identification through the MyID service. Upon successful identification and authentication through the MyID service, the User sets a PIN code to access their Personal Area.

2.1.1. By completing Registration on the Platform, the User consents to the collection, processing and storage of their personal data, as well as to the transfer by WAY II of the User’s personal data to other Users of the Platform acting as the Seller, to the extent necessary for the conclusion and performance of the relevant transaction.

2.1.2. The User gives their unconditional consent to the processing of their personal data by WAY II. The User may withdraw this consent by sending a notification to WAY II. The withdrawal of consent, if it makes the further provision of services impossible, constitutes grounds for the termination of this Agreement in the manner set out in Section 15.

2.1.3. The User consents to receiving informational mailings from WAY II by SMS messages to the mobile phone number specified by the User.

2.2. The User sets the PIN code for access to the Personal Area independently. WAY II may impose requirements on the PIN code and other means of access when they are created (length, permitted characters, frequency of change, etc.).

2.3. The Parties to the Agreement warrant that they have the scope of legal capacity necessary to conclude and perform this Agreement.

2.4. The User’s Account is the necessary and sufficient information for access to the Platform.

2.5. Registration of a User that is a legal entity is carried out in person (at the office of WAY II) by an authorized person of such legal entity, subject to the mandatory submission of documents confirming the representative’s authority.

2.6. Actions in the interests of minors under fourteen years of age.

2.6.1. Actions on the Platform in the interests of minors under fourteen years of age may be performed only by their legal representatives, subject to the submission of a scanned copy of the child’s birth certificate. The legal representative bears full responsibility for the reliability of the data provided, as well as for the consequences of the actions performed on the Platform in the interests of the minor.

2.7. Transactions in the interests of minors aged from fourteen to eighteen years.

2.7.1. Transactions by minors aged from fourteen to eighteen years are permitted in the manner established by the Civil Code of the Republic of Uzbekistan. Such transactions are executed in person upon a personal visit to the office of WAY II, subject to the mandatory submission of documents confirming the identity and age of the minor, as well as the consent of the legal representatives to the conclusion of a transaction of this kind.

2.7.2. The provisions of clauses 2.6 and 2.7 of this Agreement are an exception to the requirement regarding the scope of legal capacity provided for by the definition of the term “User”.

3. Conclusion of Transactions

3.1. Transaction Execution

3.1.1. Using the Platform, the User may search for an Asset and information about an Asset, and acquire and/or alienate an Asset.

3.1.2. Upon Transaction Execution, the User enters into direct contractual relations with the Seller from whom the User acquires the Asset.

3.1.3. By executing a transaction (by pressing the “Execute Contract” button or another similar button), the User confirms that:

1) the information about the Asset (size, nominal value, sale value) has been brought to the User’s attention in full, including that the User has reviewed the details of the legal entity in which the User is acquiring a share (contribution), as well as the constituent documents of such legal entity;

2) the User has fully read this Agreement, understands its terms, and also understands the subject matter and terms of the contract being concluded with the Seller and agrees with them;

3) the User has reviewed all essential terms of the contract with the Seller;

4) the User accepts the risks of carrying out investment activities through the Platform.

3.1.4. The contract for the purchase and sale (or other form of alienation) of an Asset is signed by means of Electronic Confirmation in the manner provided for by this Agreement.

3.2. Topping Up the Ledger Account and Payment for the Asset

3.2.1. For payment for Assets, WAY II provides the User in the Personal Area with the ability to manage their ledger account.

3.2.2. The User tops up the ledger account through a payment acceptance operator, as well as through banking institutions. Dividends accrued to the User, as well as funds from the sale of Assets, are also credited to the User’s ledger account.

3.2.3. The ledger account may be topped up from a bank card only from a bank card that belongs to the User and for which the phone number specified by the User during Registration on the Platform is registered as the number for SMS notifications.

3.2.4. WAY II may refuse to accept funds received from a bank card that does not belong to the User. If such funds have nevertheless been processed by the payment system, they shall be returned, upon a written application of the holder of the bank card, to the card from which the transfer was made within 15 (fifteen) calendar days from the receipt of the application, less the

costs of such money transfer (including, but not limited to, fees of banks, payment system operators and others).

3.2.5. When topping up the ledger account through banking institutions, the User must ensure that their details are correctly indicated in the “Payer” field.

3.2.6. Payment for Assets on the Platform is made with non-cash funds by debiting funds from the User’s ledger account in favor of the Seller at the moment the contract is concluded on the Platform.

3.2.7. Given that the sale of an Asset is not retail trade, no cash receipt is issued to the User.

3.2.8. The price of an Asset is indicated in the national currency of the Republic of Uzbekistan, in soums.

3.2.9. Asset prices are determined by the Sellers.

3.2.10. The payment systems’ fee charged when topping up the ledger account is an expense of the User (contributor) and is paid by the User. WAY II does not reimburse such fees to the User.

3.3. Alienation of an Asset

3.3.1. The User may transfer (sell, donate) their Asset or part of it to another User or a third party, provided that such Asset was previously acquired by the User on the Platform (secondary sale).

3.3.2. The primary placement of Assets on the Platform is carried out by the owners of the Assets on the basis of a separately concluded contract between the Seller and WAY II.

3.3.3. An Asset is transferred by concluding the relevant transaction on the Platform, taking into account the restrictions established by law (the pre-emptive right of other Users, etc.).

3.3.4. To sell an Asset, the User must place the Asset in the “Sale” section of the Personal Area, specifying, in percent (or in contributions), the size of the Asset offered for sale and its value (sale value) in Uzbek soums. The User may, at any time before the contract for the purchase and sale of the Asset is concluded, withdraw from its sale by removing the Asset from the “Sale” section of the Personal Area.

3.3.5. Taking into account the requirements of law regarding the pre-emptive right of other owners of shares (contributions) in the charter fund of a legal entity, during the period established by law and the constituent documents of the relevant legal entity the acquisition of the Asset is available only to other owners of shares (contributions) in the charter fund of such legal entity. Upon expiry of the pre-emptive right period, the acquisition of the Asset becomes available to an unlimited number of Users.

3.3.6. For the purpose of exercising the pre-emptive right of other owners of shares (contributions) in the charter fund of a legal entity, a notification of the offer of the Asset for sale is sent to the Personal Areas of the relevant Users. The notification contains information about the Asset (size of the share, price), as well as the period during which the User may exercise their pre-emptive right to purchase the Asset (hereinafter, the “Notice”). The User is independently responsible for the timely review of the Notice and may not refer to the impossibility of reviewing it due to loss of access to the Platform, loss of a mobile device, lack

of communication, travel or other reasons not related to the actions (omissions) of WAY II. The Notice is deemed delivered from the moment it is received in the User's Personal Area. In addition, WAY II may send the User an SMS message about the receipt of the Notice in the Personal Area to the phone number specified by the User during Registration on the Platform.

3.3.7. During the pre-emptive right period, the User may acquire the Asset or decline the acquisition by pressing the relevant "Decline" button under the Notice. If, during the pre-emptive right period, the User has neither acquired the Asset nor declined the acquisition, upon expiry of that period the User is deemed to have declined the acquisition of the Asset.

3.3.8. After the transaction is concluded and the contract for the purchase and sale of the Asset is signed in accordance with subsection 3.1 of this Agreement, funds in the amount of the contract value of the Asset are debited from the User's ledger account and credited to the ledger account of the selling User.

3.3.9. The User may transfer free of charge (donate) an Asset (contribution) belonging to the User to another person only after 30 (thirty) calendar days have elapsed from the day the User acquired such Asset on the Platform or from the day the User received such Asset as a gift from another User. Until the expiry of that period, the free-of-charge transfer (donation) function is not available to the User in respect of the relevant Asset. If the User intends to transfer their Asset free of charge to a third party (donation), the User must ensure the Registration of such third party on the Platform as a User.

3.3.10. To conclude a transaction for the free-of-charge transfer of an Asset, the User (Donor) selects the "Free-of-Charge Transfer" option in the "Sale" section of the Personal Area and specifies the passport details of the User in whose favor the Asset is transferred free of charge (Donee), and also specifies which Asset and in what share the User intends to transfer free of charge.

3.3.11. Using the Donee's passport details, WAY II searches for the Donee among the Users of the Platform and, if the Donee is found as a registered User, provides the donor User with the opportunity to continue the Transaction Execution. If the Donee is not found in the User database, WAY II refuses the User the Transaction Execution.

3.3.12. The User understands that the free-of-charge transfer of an Asset to a third party is irreversible and that, after the transfer of the Asset, the User loses any rights to the Asset, including the right to receive dividends.

3.3.13. Users understand that, in the event of a free-of-charge transfer or free-of-charge acquisition of an Asset for the purpose of tax evasion, they are independently liable for such evasion and assume the risks associated with the possible challenge of such transaction, its invalidation, the impossibility of refunding funds, as well as other risks arising from such transaction. Users undertake to compensate WAY II for losses caused by their conclusion of such transactions, including the amounts of lawsuits and claims brought against WAY II and of fines imposed on it.

3.4. Transfer of an Asset

3.4.1. In the event of a transfer of an Asset from the User to a third party by operation of law, upon inheritance, by a court decision, by a resolution of an authorized state body or on the

basis of a notarized marriage contract, the User's legal successor must apply to WAY II in person to re-register the Asset in the name of the legal successor.

4. Withdrawal of Funds

4.1. The User may at any time submit a request for the withdrawal of funds from the ledger account:

- 1) to their bank card, if the User is an individual;
- 2) to a bank account, if the User is a legal entity.

4.2. A User that is an individual may submit a request for the withdrawal of funds only to a bank card that belongs to the User and was previously registered by the User on the Platform, or to other payment details specified by the User in a notarized application sent to WAY II.

4.3. When a request is submitted by a User that is a legal entity, the bank details of its own settlement account to which the funds are to be withdrawn are specified. Withdrawal of funds to bank accounts of third parties is not permitted.

4.4. A request for the withdrawal of funds is subject to execution by WAY II within 90 (ninety) banking days from the moment of its submission. When a request for the withdrawal of funds is executed, the bank and the payment systems may withhold a fee, which is an expense of the User.

4.5. Given that the User's ledger account is not a savings deposit or a bank account, and that the funds in the ledger account are not used by WAY II, WAY II does not accrue any interest or dividends on such funds.

5. Exit of the User from the Participants (Limited Partners) of the Partnership and Sale of the Contribution (Share) to the Buyer

5.1. General Provisions, Status, Conditions for the Right of Exit to Arise

5.1.1. This section applies to relations with Users who have acquired on the Platform an Asset representing a limited partner's contribution in the charter capital of the Partnership and who are therefore participants (limited partners) of the Partnership.

5.1.2. The User's exit from the participants (limited partners) of the Partnership is effected by the User selling to the Buyer the contribution (share) in the charter capital of the Partnership belonging to the User, in the manner provided for by this section, in compliance with the requirements of the legislation of the Republic of Uzbekistan and the constituent agreement of the Partnership. The obligation to acquire the contribution (share) and to pay its value rests with the Buyer, which concludes the contract for the purchase and sale of the contribution (share) with the User in its own name and in its own interests. The Partnership, represented by its general partner acting on the basis of clause 10.5 of the constituent agreement of the Partnership, considers Applications and makes changes to the register of participants (limited partners) of the Partnership. The Partnership and the Buyer have acceded to this Agreement with respect to this section and have assumed the obligations provided for therein by signing written applications for accession. On the basis of the contract for the provision of services for attracting investments No. 01 dated January 5, 2026, concluded between WAY II and the Partnership, WAY II provides the technical capability to submit and consider Applications and to generate and sign the documents

provided for by this section, is not a party to the contract for the purchase and sale of the contribution (share) and does not assume the obligations of the Partnership and the Buyer.

5.1.3. Upon expiry of the period established by the constituent agreement of the Partnership, the User has the right to initiate the exit procedure by generating in the Personal Area an official application for exit from the participants (limited partners) of the Partnership (hereinafter, the “Application”).

5.1.4. Before sending the Application or instead of it, the User may, at their own discretion, transfer the contribution (share) in the charter capital of the Partnership belonging to the User, or part of it, to another User through the secondary market functionality of the Platform in the manner provided for by subsection 3.3 of this Agreement, in compliance with the pre-emptive right to acquire the contribution (share) and other requirements of the legislation of the Republic of Uzbekistan and the constituent agreement of the Partnership. A person who is not a User may acquire a contribution (share) through the Platform only after completing Registration. Use of the secondary market functionality is not a mandatory condition for sending the Application.

5.2. Initiation of the Exit Procedure: Procedure for Generating and Submitting the Application

5.2.1. The User initiates the exit procedure in the following order:

5.2.1.1. To submit the Application, the User goes to the relevant section of the Personal Area and selects the “Submit Exit Application” function.

5.2.1.2. The Application is generated by the User independently in the Platform interface. The hardware and software system of the Platform provides the User with a standardized on-screen form, the mandatory fields of which are filled in by the User manually. The User independently enters the payment details necessary for the payout, including: the MFO code of the servicing bank; TIN; account number; payment card number (only cards of the UZCARD or HUMO payment systems are accepted).

5.2.1.3. WAY II does not automatically fill in these fields and does not check or verify the information entered by the User for its reliability, relevance and belonging to the User. The User bears full and sole responsibility for the correctness, completeness and accuracy of the data entered in the Application, as well as for the validity (expiry date) of the specified payment card.

5.2.1.4. Before sending the Application, the User must check the payment details entered and confirm their correctness through the relevant dialog box of the Platform. The User has been notified and agrees that the payment details cannot be changed after the Application has been sent.

5.2.1.5. Upon confirming the correctness of the generated document, the User signs (approves) it by means of Electronic Confirmation in the manner provided for by this Agreement.

5.2.1.6. From the moment the User signs the Application in the manner provided for by clause 5.2.1.5 of this Agreement, the Application is deemed officially sent to the Partnership. The Platform automatically registers the received Application, recording the date and exact time

of its receipt and assigning it a unique registration number, of which the User receives a corresponding system notification in the Personal Area. The date and time recorded by the hardware and software system of the Platform are recognized by the Parties as reliable and are used in calculating all periods provided for by this section.

5.3. Withdrawal (Cancellation) of the Application

5.3.1. The User may unilaterally withdraw (cancel) a previously sent Application until the Contract is signed (approved) by the User. Withdrawal of the Application is initiated by pressing the “Cancel” function button in the interface of the relevant Application and is deemed completed solely from the moment the User signs the Withdrawal Application in the manner provided for by clause 5.3.5 of this Agreement. From the moment the Contract is signed (approved) by the User, withdrawal of the Application is not permitted.

5.3.2. When a withdrawal is initiated, the hardware and software system of the Platform automatically generates a Withdrawal Application on the basis of the data of the Application being cancelled and the information of the User’s account profile. The Platform displays to the User a dialog box with the content of the Withdrawal Application being generated and a warning that, in the event of withdrawal, the Application submission procedure must be completed again.

5.3.3. Upon withdrawal of the Application, the running of the period for its consideration terminates early; the elapsed part of that period is not counted towards the period for considering a newly submitted Application. The periods for considering a new Application are calculated anew from the date it is sent.

5.3.4. The User is informed of the successful withdrawal of the Application by a corresponding notification in the Platform interface. The signed Withdrawal Application is stored in the User’s Personal Area and is available for review in the document history section. From the moment the withdrawal notification is displayed, the obligations of the Partnership and the Buyer to consider and execute the withdrawn Application, as well as the obligations of WAY II to process it, terminate in full; WAY II is not liable for any consequences caused by the withdrawal of the Application at the User’s initiative.

5.3.5. The User signs (approves) the Withdrawal Application using the systems for identification of individuals applied on the Platform in accordance with the requirements of the legislation of the Republic of Uzbekistan. Until the Withdrawal Application is signed, the previously sent Application is deemed valid and is subject to consideration in the general manner.

5.4. Consideration of the Application and Acquisition of the Contribution (Share) by the Buyer

5.4.1. The Partnership considers the received Application in the manner provided for by this section. The Buyer undertakes to acquire the User’s contribution (share) within 3 (three) months from the date of registration of the Application in the manner provided for by clause 5.2.1.6 of this Agreement (the period established by the constituent agreement of the Partnership), except in cases of refusal to grant the Application on the grounds provided for by subsection 5.5 of this Agreement.

5.4.2. The share (contribution) is acquired by the Buyer at the market price of the share (contribution) determined in the information system of the Platform at the moment the contract

for the purchase and sale of the share (contribution) in the charter capital of the Partnership (hereinafter, the “Contract”) is sent to the User for signing (approval) in the interface of the Personal Area. The said price is reflected in the Contract and is not subject to change or revision.

5.4.3. The Contract is generated by the Platform automatically and provided to the User for signing (approval) in the interface of the Personal Area no later than 75 (seventy-five) calendar days from the date of registration of the Application. The Parties to the Contract are the User and the Buyer.

5.4.4. The User signs (approves) the Contract and the certificate of acceptance and transfer of the share (contribution) within 7 (seven) calendar days from the date they are provided in the Personal Area. Immediately after the User signs (approves) the Contract and the certificate of acceptance and transfer of the share (contribution), they are signed (approved) by the Buyer automatically using its electronic digital signature on the basis of the decision to approve the Application previously adopted by the Buyer. The date and time of signing (approval) of the documents by each Party are recorded by the hardware and software system of the Platform. The Contract is deemed accepted by the User at the moment it is signed (approved) by the User and enters into force from the moment it is signed (approved) by the Buyer.

5.4.5. The signing of the certificate of acceptance and transfer confirms the transfer of rights to the contribution (share) in the charter capital of the Partnership to the Buyer. From that moment, the User loses the status of a participant (limited partner) of the Partnership.

5.5. Refusal to Grant the Application. Submission and Consideration of a Repeat Application

5.5.1. The Partnership may refuse to grant the User’s Application, including (but not limited to) on one or more of the following grounds:

- 1) expiry, as of the date of consideration of the Application, of the validity period of the payment card specified by the User in the payout details;
- 2) unreliability, incompleteness or inaccuracy of the payment details specified by the User (MFO code, TIN, account number, payment card number), including their inconsistency with the information in the User’s account profile;
- 3) the specified payment card (account) belonging to a third party, as well as the cardholder not matching the User’s identification data;
- 4) the User specifying a payment card that does not belong to the UZCARD or HUMO payment systems;
- 5) failure by the User to sign (approve) the Contract within the period provided for by clause 5.4.4 of this Agreement;
- 6) the existence of an act (demand, order) of an authorized state body that has entered into force, or of a direct prohibition under the legislation of the Republic of Uzbekistan, preventing the execution of the Application.

5.5.2. The list of grounds provided for by clause 5.5.1 of this Agreement is not exhaustive. The Partnership may also refuse to grant the User’s Application on other grounds provided for by the legislation of the Republic of Uzbekistan, this Agreement, the constituent agreement of the Partnership, as well as by the rules, regulations, policies and other documentation forming an integral part of this Agreement by virtue of clause 1.4 of this Agreement.

5.5.3. The User is notified of the refusal to grant the Application by the display of the “Rejected” status in the “My Applications” section, together with an indication of the specific reason for the refusal directly in the Application card (for example: “Your application has been rejected for the following reason: ‘Your card has expired’”). In the event of refusal on the ground provided for by subclause 5 of clause 5.5.1 of this Agreement, the “Annulled due to Timeout” status is displayed instead of the “Rejected” status; the provisions of this section relating to the “Rejected” status apply to it in full.

5.5.4. If, as of the moment of refusal to grant the Application, the Contract has already been generated, such Contract, as well as the certificate of acceptance and transfer of the share (contribution), including those signed (approved) by the Parties, automatically lose legal force and are deemed cancelled from the moment the “Rejected” status is displayed to the User, without the need for the Parties to take any additional actions. If by that moment the certificate of acceptance and transfer of the share (contribution) has been signed (approved) by the Parties, the contribution (share) is deemed returned to the User in the same amount, and the User is deemed reinstated in the status of a participant (limited partner) of the Partnership; the corresponding changes are made to the register of participants (limited partners) of the Partnership. Refusal to grant the Application after the Contract has been signed by the Parties is permitted until the payment obligation is performed in accordance with clause 5.6.2 of this Agreement. In all cases of refusal to grant the Application, the Platform generates and attaches to the Application card, in the “Documents” section, a cancellation document, namely the Decision on cancellation of the application for exit from the participants (limited partners) of the Partnership (hereinafter, the “cancellation document”), which is available for review by the User together with the previously signed Application.

5.5.5. Cancellation of the Contract in the manner provided for by clause 5.5.4 of this Agreement does not give rise to any mutual financial obligations of the Parties and is not grounds for compensation of losses, unless otherwise expressly provided for by this Agreement.

5.5.6. Having eliminated the circumstances that caused the refusal, the User may resend the Application (hereinafter, the “Repeat Application”) within 7 (seven) calendar days from the date the cancellation document is generated (posted) in the Application card in the “Documents” section.

5.5.7. The Partnership must consider the Repeat Application within 7 (seven) calendar days from the date it is sent by the User.

5.5.8. If the Repeat Application is approved, the Contract is generated again in the manner provided for by clause 5.4.3 of this Agreement, taking into account the information current as of the date of approval of the Repeat Application; the price of the share is determined in accordance with clause 5.4.2 of this Agreement at the moment the newly generated Contract is sent to the User.

5.5.9. The period provided for by clause 5.5.7 of this Agreement is calculated separately, runs independently of the period for consideration of the original Application and is not counted towards it, and does not limit the User’s right to apply again in the event of a further refusal.

5.5.10. If the User does not send the Repeat Application within the period specified in clause 5.5.6 of this Agreement, the previously rejected Application is deemed annulled in full, and the User’s right to apply again within such Application is deemed terminated. A Repeat

Application sent after the expiry of that period is not accepted for consideration by the Partnership and is rejected without consideration on the merits, of which the User is notified through the Platform interface.

5.5.11. Annulment of the Application in the manner provided for by clause 5.5.10 of this Agreement:

- 1) does not give rise to any mutual financial obligations of the Parties and is not grounds for compensation of losses;
- 2) does not affect the User's rights to the share (contribution) in the charter capital of the Partnership belonging to the User, which is retained by the User in the same amount;
- 3) does not deprive the User of the right to send a new Application on general grounds in the manner provided for by subsection 5.2 of this Agreement; such Application is considered as a primary one, and the periods for its consideration are calculated anew.

5.6. Financial Settlements

5.6.1. In accordance with the terms of the Contract, the Buyer undertakes to pay in full the value of the share (contribution) being acquired by transferring funds to the User's bank details specified by the User in the Application within 5 (five) banking days from the date the Contract is signed by both Parties.

5.6.2. From the moment the funds are actually credited to the User's bank account according to the details specified by the User in the Application, the Buyer is deemed to have duly performed its obligations under the Contract in respect of payment in full.

5.6.3. The User is responsible for the reliability, completeness and relevance of the bank details specified by the User in the Application. The Buyer, the Partnership and WAY II are not liable for non-performance (improper performance) of the payment obligation caused by the User specifying incorrect, incomplete or outdated bank details.

5.6.4. All settlements under the Contract are made in the national currency of the Republic of Uzbekistan (soum), unless otherwise expressly provided for by the Contract.

6. Rights and Obligations of the Parties

6.1. The User:

6.1.1. Understands that any action performed from the User's Personal Area using the User's Account is deemed an action performed by the User personally.

6.1.2. By performing actions on the Platform from their Account, confirms that they have read the text of this Agreement and undertakes to comply with its terms.

6.1.3. Undertakes not to transfer their login (phone number), PIN code and other means of access to third parties and is independently responsible for their safekeeping.

6.1.4. Must provide truthful, accurate and complete information about themselves in the Personal Area and keep this information up to date.

6.1.5. Must immediately notify WAY II of any case of unauthorized (not permitted by the User) access to the Personal Area using the User's Account and/or of any breach (suspected breach) of the confidentiality of access to the Personal Area.

6.1.6. May not re-create an Account on the Platform if access to the Personal Area is blocked, deleted and/or suspended.

6.1.7. Understands that all claims regarding Assets acquired using the Platform are made against the relevant Seller.

6.1.8. Undertakes, when using the Platform, to comply with the legislation of the Republic of Uzbekistan and the international standards governing investment activities, as well as the rights and interests of third parties.

6.1.9. Must read the contents of this Agreement before Registration on the Platform, and any amendments to it before concluding the next transaction on the Platform.

6.2. WAY II:

6.2.1. May take any reasonable measures to detect and stop unlawful actions using the Platform.

6.2.2. May request a document certifying the identity and authority of the User (scanned copies).

6.2.3. Is not liable for the unreliability of the bank card and phone number data provided by the User.

6.2.4. May amend this Agreement unilaterally in the manner provided for by Section 13 of this Agreement.

7. Breach of the Agreement

7.1. In the event of the User's breach of this Agreement and/or commission of unlawful actions, WAY II has the right to block the User's Personal Area or restrict the User's functional capabilities of using the Platform until the User remedies the breach.

7.2. In the event of a material breach of this Agreement by the User and/or commission of unlawful actions, WAY II has the right to terminate this Agreement unilaterally by notifying the User thereof by a message to the Personal Area. If WAY II decides to terminate this Agreement, the funds in the ledger account are returned to the User within the periods established by Section 4 of this Agreement, less the fees of payment systems and banks. Operations with the User's Assets are suspended until the issue of their further circulation is resolved through negotiations between the User, WAY II and the legal entity in which the Asset is a share (contribution).

8. E-mail Mailing Policy

8.1. By using the Platform, the User consents to receiving informational and advertising messages by SMS messages, notifications in the Personal Area and push notifications, as well as at the e-mail address, if it has been provided by the User.

8.2. If the User wishes to opt out of receiving informational and advertising messages, the User may notify WAY II thereof at info@wayllgroup.com.

8.3. The User's opt-out from receiving informational and advertising messages does not extend to notifications that must be sent for the performance of this Agreement (including one-time passwords, notifications about the status of requests and Notices of the pre-emptive right).

9. Limitation of Liability

9.1. The Platform is provided “as is”. WAY II is not liable for problems arising in the course of installation, updating, support and operation of the Platform (including problems of compatibility with other software products (packages, drivers, etc.), the results of using the Platform not meeting the User’s expectations, and the like).

9.2. The User understands that they are personally responsible for possible problems related to incompatibility and conflicts of the Platform with other software used by the User.

9.3. WAY II does not guarantee that the Platform:

- 1) meets or will meet the User’s requirements;
- 2) will be provided continuously, quickly, reliably and without errors.

9.4. WAY II does not guarantee that the services and information obtained using the Platform will meet the User’s expectations.

9.5. WAY II is not answerable for, does not compensate and is not liable for any losses, including lost profits, moral and other harm, caused to the User or third parties as a result of their use of the Platform or in connection with the functioning of the Platform, including losses related to making any decisions and taking any actions based on information posted on the Platform.

9.6. WAY II is not liable under transactions between the User and the Seller concluded through the use of the Platform, including for services of third parties that the User uses to top up the ledger account on the Platform (services of mobile operators, services of electronic payment systems, and the like).

9.7. WAY II is not liable for any information and materials posted on third-party websites that the User accesses using the Platform, or for the availability of such websites or content and the consequences of their use by the User.

9.8. WAY II is not liable for actions performed in the User’s Personal Area by third parties who gained access to the Account as a result of their unlawful actions.

10. User Inquiries and Claims

10.1. User inquiries are considered by the customer support service at the e-mail address info@wayllgroup.com.

10.2. If the User disagrees with the result of the consideration of an inquiry, the User may submit a claim in the following ways:

- 1) by post of the Republic of Uzbekistan (its regional branches or services) to the address: 64/2 Makhtumkuli Street, Yashnabad District, Tashkent, Republic of Uzbekistan;
- 2) by e-mail to info@wayllgroup.com in the form of an electronic image (scan) of a document bearing a handwritten signature.

10.3. A claim is drawn up in free form and considered in the manner provided for by Section 14 of this Agreement.

11. Personal Data

11.1. The User’s personal data that the User specifies in the Personal Area are stored and processed by WAY II in accordance with the terms of the Privacy Policy posted on the Platform.

11.2. The User's biometric personal data are processed solely for the purposes of identification and authentication of the User, as well as signing documents by means of Electronic Confirmation, on the basis of the User's separately expressed consent and in the manner established by the legislation of the Republic of Uzbekistan on personal data.

12. Intellectual Property

12.1. WAY II is the holder of the exclusive rights to the Platform, including, but not limited to, the rights to the domain name, the posted logo of the Platform, databases and all technical developments enabling the use of the Platform.

12.2. The User may not use the Platform in ways not provided for by this Agreement, including extracting information in any form in ways not provided for by this Agreement.

13. Amendment of the Agreement

13.1. WAY II may amend this Agreement unilaterally. The new version of the Agreement is posted on the Platform and at <https://wayll.uz/>, of which a notification is sent to the User in the Personal Area.

13.2. The new version of the Agreement enters into force from the moment it is posted on the Platform.

13.3. The current version of the Agreement is always available on the Platform and at <https://wayll.uz/>.

14. Dispute Resolution

14.1. Stage I: the Dispute Resolution Council (hereinafter, the "Council"), which is formed by authorized persons of WAY II and the executive body of the legal entity in which the User has acquired a share (contribution), and, if the transaction for the acquisition of the Asset has not taken place, without a representative of such legal entity.

14.2. The consideration of a dispute by the Council is a mandatory pre-trial dispute settlement procedure. The User must apply to WAY II in writing with a detailed description of the dispute and the User's demands. The User's claim is considered by the Council within 1 (one) month from the moment of receipt of the User's claim.

14.3. The User is notified of the date and place of consideration of the claim no later than 3 (three) calendar days before the date of consideration by a notification sent to the Personal Area, with an additional notification by a call to the phone number specified by the User during Registration or to another number specified by the User in the claim. If a duly notified User fails to appear, the Council may consider the claim without the User's participation.

14.4. The decision adopted by the Council is sent to the User in the Personal Area no later than 5 (five) working days from the date of its adoption.

14.5. If the Council has not considered the User's claim within the period provided for by clause 14.2 of this Agreement, or the decision has not been sent to the User within the period provided for by clause 14.4, the mandatory pre-trial procedure is deemed complied with.

14.6. Stage II: if the User is not satisfied with the decision of the Council, the User may apply to the competent court at the place of state registration of WAY II.

14.7. If WAY II has claims against the User, WAY II applies to the competent court at the place of state registration of WAY II.

14.8. Governing law: the legislation of the Republic of Uzbekistan.

15. Final Provisions

15.1. This Agreement is deemed concluded at the moment of the User's Registration on the Platform.

15.2. If for any reason one or more provisions of this Agreement are found invalid or without legal force, this does not affect the validity or applicability of the remaining provisions of the Agreement.

15.3. This Agreement is made in the Uzbek and Russian languages, which have equal legal force. In the event of a discrepancy between the texts, the Russian text shall prevail.

15.4. All notifications sent by WAY II to the User in the Personal Area are deemed received by the User from the moment they arrive in the Personal Area.