

PUBLIC OFFER FOR THE PROVISION OF SERVICES ON THE "Binn.uz" WEBSITE

This document is an official public offer by LLC "BINN", TIN 311 362 224, registered address: Tashkent, Besharik Street, House 37, Apartment 14 (hereinafter referred to as the "Commission Agent"), to enter into an agreement with any individual engaged in entrepreneurial activity in accordance with the legislation of the Republic of Uzbekistan. It contains all the essential terms of the Commission Agreement concluded between the Commission Agent and the Acceptor of the Offer (Principal).

1. TERMS AND DEFINITIONS

1.1. Account – a personal page of the User on the Platform (personal account) containing the User's information data, where the registered User manages their account.

1.2. Acceptance of the Offer – full and unconditional acceptance by the Principal of the terms of this offer, which is carried out through a series of consecutive conclusive (factual) actions indicating the intention, desire, and will of the Principal to enter into a legal relationship with the Commission Agent within the framework of this Document. The set of consecutive conclusive actions consists of: (1) Registering a Personal Account by the Principal by filling out the Registration Form available at <https://binn.uz>, ensuring that all required fields for account registration are completed; (2) Performing conclusive actions on the Platform using the registered Personal Account within the service.

1.3. Commission Agent – a legal entity registered and operating under the laws of the Republic of Uzbekistan, which executes the Principal's instructions as stipulated in this document.

1.4. Principal – an individual engaged in entrepreneurial activity in accordance with the legislation of the Republic of Uzbekistan who has accepted this Offer and whose instructions are carried out by the Commission Agent in accordance with this document.

1.5. Objects – real estate properties managed by the Principal.

1.6. Platform – the website where Users can utilize the Platform's functional resources in accordance with the User Agreement published on the Platform.

1.7. Party/Parties – the Principal and/or the Commission Agent, depending on the context of the relevant clause of this Offer.

2. GENERAL PROVISIONS

2.1. In accordance with Part 2 of Article 364 of the Civil Code of the Republic of Uzbekistan, the acceptance of the terms set forth in this Offer is carried out by the Acceptance of the Offer. According to Part 1 of Article 365 of the Civil Code of the Republic of Uzbekistan, an agreement is considered concluded at the moment the offeror receives the acceptance.

2.2. Acceptance of the Offer signifies the Principal's unconditional agreement with all provisions of this document and unconditional acceptance thereof, meaning the Principal agrees to comply with all obligations imposed on them under this document. Lack of awareness of the terms of this document does not exempt the Principal from responsibility for their non-compliance.

2.3. If changes are made to this Offer, such changes come into effect from the moment the updated version of the Offer is published on the Platform at <https://binn.uz>, unless a different effective date is specified in the Offer.

2.4. The Parties acknowledge and agree that the Commission Agent has the right to unilaterally amend the terms of the Offer. The Principal is responsible for independently monitoring changes to the terms of this Offer and bears all negative consequences arising from non-compliance with this obligation. If the Principal disagrees with the changes made, they have the right to cease submitting Instructions under this Offer. Continued submission of Instructions by the Principal to the Commission Agent indicates the Principal's agreement with the new version of the Offer and their obligation to comply with its terms.

2.5. Each Party guarantees to the other that they have all the rights and authorities necessary and sufficient to enter into and fulfill the terms of this Offer.

2.6. The Principal guarantees and confirms that the information provided about real estate properties is accurate and obtained lawfully, complying with all mandatory rules and requirements established by the current legislation of the Republic of Uzbekistan.

2.7. The Commission Agent has the right to enter into agreements similar to this document with other persons engaged in activities similar to that of the Principal concerning the Objects approved by this document, which does not constitute a violation of the Principal's rights and interests.

2.8. The Principal acknowledges and agrees that, in accordance with the Terms of Service, if the Principal violates obligations related to temporary accommodation services, booking requirements, and other conditions, their access to the Platform may be restricted without prior notice.

2.9. The Principal confirms that they duly fulfill their obligations regarding tax legislation, accounting laws, and properly record all transactions under this document in their accounting and tax reports.

3. SUBJECT OF THE AGREEMENT

3.1. The Principal instructs the Commission Agent, who undertakes, on their own behalf but at the expense and in the interest of the Principal, the following set of actions based on the Principal's commission orders:

- Providing users of the website with information about available hotel rooms and residential properties for rent in Uzbekistan for remote online booking of temporary accommodation;
- Receiving remuneration from the Principal for fulfilling commission orders related to the implementation of the Principal's services. The amount of remuneration is agreed upon by the Parties;
- Transferring payments for the provided services to the Principal after the service has been rendered to the client by the Principal, deducting the agreed remuneration.

3.2. Under this Offer, in order to issue an Instruction, the Principal must:

- Accept this Offer;
- Provide the Commission Agent with the following information by entering it into the respective forms on the Platform and/or using other communication channels that allow verifying the source of the message and identifying the Instruction:
 - Information about the Object(s): location (pricing, available booking dates, etc.) that Platform users can book for temporary accommodation;
 - Principal's details: name, address, registration address, banking details, TIN, contact phone number, and email, as well as the name and position of the individual issuing the commission order on behalf of the Principal.

4.0 RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Principal undertakes:

- to comply with the conditions of clause 3.2. of this document when forming an Order;
- to form an Order and provide timely and accurate information on available hotel rooms and rental properties in Uzbekistan;
- to pay the Agent a commission for fulfilling obligations under this offer in the amount agreed upon by the parties;
- to ensure the confidentiality of information received from the Agent as part of the execution of obligations under this document. The parties agree that all information, messages, and documents received by the Principal from the Agent in connection with the execution of this offer are confidential and must not be disclosed to unspecified persons or transferred to specific persons, except in cases specified by Uzbek law;
- in the event of claims from clients against the Agent for violations of accommodation service rules, to take full responsibility for the respective violation (pay fines, penalties, and other financial sanctions);
- to promptly notify the Agent of any changes in details, tax regime, or organizational-legal form of the Principal. If the Principal fails to provide such information in a timely manner, including notifying of changes in payment details after the Agent has transferred funds to the Principal, the Agent is considered to have duly fulfilled its obligations, and the Principal assumes all risks associated with late notification or failure to notify the Agent of changes in details.

4.1.1. The Principal is hereby notified that, in accordance with this document and other regulations on the Platform, any restrictions, including blocking and deletion, may be applied to the User Account concerning specific properties or the entire Platform.

4.2. The Principal has the right:

- to request information from the Agent regarding the execution of the Order under this Offer;
- to demand the timely transfer of funds received in execution of the Order and due to the Principal, subject to the conditions under which payments were made to the Agent.

4.3. The Agent undertakes:

- to fulfill the Order in a timely and complete manner if it has been formed by the Principal in accordance with this offer;
- to place information about the services and accommodation objects of the Principal on the website "Binn.uz" for an unlimited audience;
- to transfer funds to the Principal's account in accordance with this offer and in amounts agreed upon by the parties;
- to provide the Principal with Agent Reports within seven (7) days of the Principal's request.

4.4. The Agent has the right:

- to withhold from the total commission received from clients the portion due to the Agent for executing the Principal's Orders under this document;
- to refuse to execute the Order if:
 - the Principal has submitted an Order in violation of this document and Platform Regulations;
 - the Principal has violated obligations imposed by this offer and Platform Regulations.

5.0 SETTLEMENT PROCEDURE

5.1. The Agent's commission is:

- 15% of the total service price for executing the Principal's service implementation order;
- The parties acknowledge that before drafting and approving the Agent Report, they may agree on a different commission amount;
- The Principal acknowledges that they may demand payment only after the events specified in clause 3.1. of this offer have occurred;
- The Agent's commission amount is indicated in the Agent Report;
- The commission for fulfilling the Order is deducted from the funds received by the Agent from clients;
- The Agent transfers funds to the Principal no later than one (1) business day from the approval date of the Agent Report;

- In case of overpayments, the Agent has the right to withhold the excess amount from future payments to the Principal (this is done without acceptance), to which the Principal agrees by accepting this Offer;
- If after signing the Agent Report, fines, penalties, losses, or other financial sanctions are imposed on the Principal for violations of Uzbek law, the Agent Report is considered annulled and adjusted accordingly. In this case, the adjusted Reports will indicate the commission amount, considering the imposed fines or other sanctions. The Principal must return the overpaid funds to the Agent within five (5) business days of receiving the corresponding request in accordance with Article 1023 of the Civil Code of Uzbekistan.

6.0 INFORMATION EXCHANGE PROCEDURE

6.1. Information exchange under this document is primarily conducted via the Platform. 6.2. Information exchange may also be carried out by sending documents via registered mail, courier service, electronic document management system, or by sending scanned and properly signed versions of documents via email. 6.3. Originals of documents required for fulfilling obligations under this document must be provided within ten (10) calendar days from the moment a request is received. 6.4. Under Article 1017 of the Civil Code of Uzbekistan, the Principal assures the Agent that any letters, statements, notifications, or other correspondence sent from the Principal's email address or electronic document management system will originate from an authorized representative of the Principal. 6.5. The Principal bears the risk of hacking or unauthorized access to their electronic resources (email, electronic document management system).

7. LIABILITY OF THE PARTIES

7.1. The parties are liable in accordance with the current legislation of Uzbekistan. 7.2. If state authorities or other interested parties impose fines, penalties, or other financial sanctions due to the Principal's legal violations, the Principal undertakes to compensate the Agent for such amounts within five (5) business days from the date of receiving the corresponding request. 7.3. The Agent has the right to withhold documented fines, penalties, or other financial sanctions from funds payable to the Principal when executing future Orders (without acceptance), which the Principal agrees to by accepting this Offer. In case of disagreement, the Principal may request clarification and supporting documents from the Agent. 7.4. The parties acknowledge that the Agent is not the Principal's tax agent. The Principal is responsible for calculating, withholding, and remitting taxes due on funds received. Any negative consequences of non-compliance rest solely on the Principal, including but not limited to penalties under Uzbek law. 7.5. If the Agent is fined for the Principal's non-compliance with accounting, tax, or financial reporting requirements, the Agent has the right to demand compensation from the Principal, who must pay in full within five (5) business days of receiving the request. 7.6. If the Principal grants third parties access to their Account on the Platform, including other Users, the Principal is responsible for all actions/inactions of such third parties as if they were their own.

8. DISPUTE RESOLUTION PROCEDURE

8.1. All disputes arising from the execution of this document shall be settled through negotiations. 8.2. If the parties fail to reach an agreement, the dispute shall be referred to the court at the Agent's location, with mandatory pre-trial (claim) procedures.

9. FINAL PROVISIONS

9.1. This version of the Offer takes effect upon publication on the Platform at <https://binn.uz> and remains in force until a new version is published. 9.2. This Offer governs the parties' relationship from the moment the Principal accepts it until the cessation of Order submissions to the Agent. 9.3. If any provision of this Offer is deemed invalid, it does not affect the validity of the remaining provisions or the Offer itself.

Offer publication address: <http://binn.uz>