



**Public offer for the conclusion of an Agreement on banking services for individuals in Eldik Bank OJSC**  
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This Offer, in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, is considered public and is an open-ended offer of Eldik Bank OJSC to eligible and capable individuals to enter into an Agreement for banking services to individuals, the terms of which are contained in this offer below (hereinafter referred to as the Agreement).

The Agreement is considered concluded in writing from the moment of acceptance by an individual (hereinafter referred to as the Client) of the offer of Eldik Bank OJSC.

Acceptance is considered complete and unconditional and, in accordance with Part 3 of Article 399 and Article 402 of the Civil Code of the Kyrgyz Republic, means the conclusion (signing) and acceptance by the Client of all the terms of the Agreement.

This Offer shall remain in effect until it is declared invalid or until a new version of the Offer is published.

**Chapter 1. Terms and definitions**

**Bank** - Eldik Bank Open Joint Stock Company.

**Identification** is the procedure for establishing the personal data of the client and/or beneficial owner.

**Verification** is the procedure of checking identification data client and (or) beneficial owner.

**Application-Questionnaire of an individual for receiving banking services (hereinafter - the application-questionnaire of the client)** is a standard form of application of an individual for opening and servicing an account on a bank deposit (deposit), renting bank safes, providing banking services, and is an application of accession to the Agreement of banking services for individuals. By signing the application - the client's questionnaire at the Bank's branches, the Client confirms the fact of reviewing and expresses his consent with the terms of this Agreement.

**Application for receiving banking services (hereinafter referred to as the Client's application)** is a standard form of application of an individual for the provision of accessible banking services through remote service channels (Eldik mobile Internet banking) and is a statement of accession to the Agreement on banking services for individuals. By signing the Client's statement in the Eldik mobile Internet banking, the Client confirms the fact of reading and expresses his/her consent to the terms of this Agreement.

**Eldik mobile Internet banking** (hereinafter referred to as Eldik mobile internet banking) is a mobile application designed to provide individuals - clients of the Bank with the opportunity to receive available services via mobile devices and the Internet - remote banking service systems;

**Client** is an individual who has entered into an Agreement with the Bank by joining it in accordance with the procedure established by the Bank.

**Personal data** is the information recorded on a tangible medium about a specific person, identified with a specific person or which can be identified with a specific person, allowing this person to be identified

directly or indirectly, by reference to one or more factors specific to his biological, economic, cultural, civil or social identity.

Personal data includes biographical and identification data, personal characteristics, information about marital status, financial status, health status, etc.

**Processing of personal data** is any operation performed by the Bank to collect, process, verify, store the client's personal data with his consent to processing in accordance with the legislation of the Kyrgyz Republic.

**Confidentiality of personal data** is the Bank's obligation to maintain confidentiality with the client's personal data in accordance with the legislation of the Kyrgyz Republic.

**A simple electronic signature** is an analogue of a handwritten signature, containing One Time Password and/or one-time PIN codes and/or login and/or other method of signing a document used by the Client when signing the Agreement and other accompanying documents related to this Agreement. A simple electronic signature is an analogue of a handwritten signature and gives rise to the same legal consequences as when affixing a handwritten signature in accordance with the legislation of the Kyrgyz Republic. One electronic signature can be used to sign a package of electronic documents, i.e. several electronic documents related to each other. When signing a package of electronic documents with an electronic signature, each of the documents included in this package is considered to be signed with an electronic signature of the type with which the package of electronic documents is signed.

**Code – (One-Time Password (confirmation code))** – a one-time sequence of 4 (four) or 6 (six) digits sent by the Bank as an SMS message to the Client's phone number to confirm the Client's expression of will to perform a transaction and/or certifying the fact of drawing up and/or reading and/or signing an electronic document, including contracts/applications/requests in electronic form. The code is valid for 3 minutes from the moment of sending.

**PIN code** is a secret code presented by the Client for authorization/identity confirmation and access to the Eldik mobile internet banking service, consisting of their own 4-digit or 6-digit PIN code.

**Login is the Client's code name, which is necessary for authorization and use of the Eldik mobile internet banking service.**

**Telephone number** – the mobile telephone number specified by the Client in the Client's application/Client's application form and to which the Bank sends the Code.

**Electronic document – information and/or document generated in the Eldik mobile internet banking and/or on the Bank's website using the Bank's automated systems and in electronic form.** Information and/or document in electronic form signed with a simple electronic signature is recognized as an electronic document equivalent to a paper document signed with a handwritten signature.

## Chapter 2. General provisions

- 2.1. This Agreement establishes the Terms, requirements and procedure for the provision of banking services to individuals in Eldik Bank OJSC and is an Agreement of Accession (hereinafter referred to as the Agreement), an integral part of which is the application - the client questionnaire/Client application:
  - demand deposit;
  - demand deposit in favor of a third party (children's deposit);
  - term bank deposit;
  - fixed-term bank deposit (with extension);
  - a fixed-term deposit in favor of a third party;
  - rental of individual bank safes.
- 2.2. This Agreement and the client application form /Client application, duly completed and signed by the Client, are a single document – the Agreement concluded between the Bank and the Client.
- 2.3. Application-questionnaire of the client/application of the Client must be duly filled in and signed by the client personally or with an electronic signature. By signing the Client Application Form/Client Application, the Client declares that he/she is legally capable and that he/she has read all of these terms and conditions, understands them, and agrees with them.
- 2.4. Agreement Maybe be concluded one from following methods:
  - 2.4.1. **When the client visits a branch of the Bank.** In this case, the client's application form is filled in and signed by the client in paper form, one copy of the client's application form with a note on its acceptance by the Bank is given to the client and is a document confirming the fact of the conclusion of the Agreement.

The paper form of the client application form contains QR codes with links to the Public Offer with

the terms of banking services for individuals, Tariffs for Bank services, consent to the processing and transfer of personal data to authorized government agencies of the Kyrgyz Republic.

#### **2.4.2. Remotely via the Bank's Remote Banking Services systems.**

This Agreement is concluded by Acceptance of this Offer in the form of an electronic document signed by a simple electronic signature of the Client in the «Eldik» mobile Internet banking installed on the Client's mobile device. Receipt of the Acceptance by the Bank is considered the conclusion of the Agreement on banking services for individuals.

The acceptance of the Offer is the Client's application submitted by the Client. The Client's application is submitted through remote/distant service channels.

The Agreement shall enter into force only upon successful completion of the Client's due diligence, as well as upon provision by the Client of all necessary documents and/or information required for remote banking services in accordance with the requirements of the legislation of the Kyrgyz Republic, the internal regulations of the Bank and the Agreement. The Client acknowledges, agrees and accepts that the use of passwords, codes and other identifiers for logging into the Eldik mobile Internet banking and/or confirmations (hereinafter referred to as the Code/Codes) is recognized as the use of a simple electronic signature. A simple electronic signature is recognized as an analogue of a handwritten signature. The use of a simple electronic signature by the Client gives rise to the same legal consequences as when affixing a handwritten signature in accordance with the legislation of the Kyrgyz Republic. Orders to carry out transactions (payment orders), applications and other actions performed in the Eldik mobile Internet banking after logging into it using the Codes (authorization, authentication) are considered to be properly performed by the Client and sufficient to confirm the Client's decision to perform an action/transaction. The Client's last name, first name, patronymic (if any), contained in the Client's application, as well as the telephone number and Codes entered by the Client, are considered information that clearly identifies the Client who signed the Agreement and/or electronic document.

The determination of the person who signed the Agreement and/or electronic document with a simple electronic signature is carried out by comparing and determining the identity of:

- the telephone number specified in the Client's application during identification, with the telephone number to which the code was sent;
- and/or a code sent to the Client's phone number with the entered code;
- and/or the PIN code entered for the first time when logging into the Eldik mobile Internet banking, with the PIN code entered when logging into the Eldik mobile Internet banking the next time.

One of the specified methods of identifying the Client is sufficient. The Bank may, at its discretion, use additional methods of identifying the person who signed the electronic document and/or performed the transaction.

Relations regarding the use of a simple electronic signature not regulated by the Agreement shall be regulated in accordance with the legislation of the Kyrgyz Republic.

Operations in the Eldik mobile internet banking are carried out on the basis of instructions (payment orders) of the client. The order for an operation in the Eldik mobile internet banking is considered to be generated, certified and given by the client to the Bank.

Operations may be carried out on other grounds specified in the Agreement and/or in the legislation of the Kyrgyz Republic.

All payments made via Eldik mobile internet banking are considered confirmed and final (unconditional and irrevocable).

In case of conversion of the amount at an erroneous rate established due to a technical failure or other reasons, the amount of the transaction is subject to recalculation and conversion at the Bank's reliable rate of the relevant currency. In this case, the client is obliged to reimburse the Bank for the resulting difference within 5 (five) business days from the date of receipt of the Bank's request.

- 2.5. In case of remote conclusion of the Agreement, the Bank shall carry out remote identification and verification of the client. In case of remote identification of the client, the limits on transactions on the account specified in the mobile Internet banking "Eldik" shall be applied. As part of banking services, the Bank provides the client with the opportunity to receive banking services at the Bank's branches and/or through remote service channels in the mobile Internet banking "Eldik", information about which is posted on the official website of the Bank at [www.eldik.kg](http://www.eldik.kg) and/or at the Bank's branches, subject to successful identification and verification in accordance with this Agreement and the internal regulatory documents of the Bank.

- 2.6. The conclusion of the Agreement with persons associated with the Bank is carried out in accordance with the legislation of the Kyrgyz Republic and the internal regulatory documents of the Bank on public terms.
- 2.7. By concluding the Agreement, the Client agrees to receive any information and/or documents that are addressed and/or will be addressed by the Bank to the Client, according to the details specified in the client's application form/Client's application.
- 2.8. The Agreement is a standard (typical) form and is not subject to change by the client. The Bank has the right to unilaterally make changes to the Agreement, while first, in accordance with the requirements of the legislation of the Kyrgyz Republic, posting information about the changes made on the official website of the Bank at [www.eldik.kg](http://www.eldik.kg), on information boards of the Bank's branches, in the «Eldik» mobile Internet banking.
- 2.9. In case of disagreement of the Client with the amendments and/or additions to the Agreement and appendices to the Agreement, the Client has the right to terminate the Agreement by notifying the Bank in writing by submitting an Application for closing the bank account in the manner established by Chapter 9 of this Agreement. If, before the entry into force of the new version of the Agreement, the Bank does not receive a written Application from the Client for closing the bank account, the Bank considers this circumstance to be an expression of the Client's consent to the amended and/or supplemented terms of the Agreement. The provision of banking services and products not provided for by this Agreement is regulated by separate contracts, agreements and rules (terms) of service concluded/established both before and after the conclusion of the Agreement.
- 2.10. Before the conclusion of the Agreement client obliged get acquainted with this Agreement and with all documents attached thereto. The text of this Agreement is posted in the Bank's branches, as well as on the Bank's official website [www.eldik.kg](http://www.eldik.kg).
- 2.11. By signing the Application -client questionnaire/accepting the Client's application in the Eldik mobile internet banking, the Client confirms that he/she has read, fully agrees with this Agreement, accedes to it and undertakes to fulfill it properly.

### **Chapter 3. Terms of banking services for accounts, deposits and rent of bank safes**

#### **Terms of demand bank deposit**

- 3.1. The Bank accepts from the Client a sum of money in the amount and currency specified in *the Client Application/Client's application* under the terms of a demand deposit, returns the deposit amount and pays interest on it in the manner prescribed by these Terms.
- 3.2. A bank deposit is opened for an indefinite period, on the condition of issuing the deposit/part of the deposit at the first request of the Client.
- 3.3. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client's application*.
- 3.4. Interest accrual on the deposit amount shall commence from the day following the day of receipt of the deposit amount by the bank until the day preceding the day of return of the deposit/part of the Client's deposit or the occurrence of another event in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and closing the account. When accruing interest, the length of the year is taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the length of the month is equal to the actual number of days in the month for which accrual is made.
- 3.5. Interest on the deposit is accrued and paid to the Client monthly, and accrued but unclaimed interest is paid upon closing the deposit. Accrued but unclaimed interest is added to the balance of the deposit at the end of the calendar year.

#### **Terms of demand deposit in favor of a third party (children's deposit)**

- 3.6. At the time of conclusion of the Agreement, the "Depositor" transfers, and the Bank accepts funds in favor of the individual specified in the Client Application/Client Application, hereinafter referred to as the "Depositor", in the currency and amount specified in the Client Application/Client Application to an account in the form of a demand deposit (children's deposit), hereinafter referred to as the deposit.
- 3.7. a deposit in favor of a minor (receive interest, close the account and withdraw the entire/part of the amount, etc.):
  - 3.7.1. Parents (legal representatives) - until the minor reaches 14 (fourteen) years of age;

- 3.7.2. The depositor - upon reaching the age of 14 (fourteen years).
- 3.8. In order to exercise their rights to manage the account, parents or legal representatives have the right to issue a power of attorney to another person to perform on their behalf the actions specified in these Terms.
- 3.9. For the purposes of these terms and conditions, the Parties agree to identify under the term "Client":
  - Parent (legal representative) - until the Depositor reaches 14 (fourteen) years of age;
  - The depositor - upon reaching the age of 14 (fourteen years).
- 3.10. The conclusion of this Agreement and the deposit of funds into the Client's account under the deposit is certified by a savings book, which is issued at the Client's request.
- 3.11. *The Agreement* is concluded for an indefinite period, on the terms of issuing the deposit/part of the deposit at the first request of the Client in accordance with these terms.
- 3.12. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.13. Interest accrual on the deposit amount shall commence from the day following the day of receipt of the deposit amount by the Bank until the day preceding the day of return of the deposit/part of the deposit to the Client or the occurrence of another event in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and closing the account. When accruing interest, the duration of the year is taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the duration of the month is equal to the actual number of days in the month for which accrual is made.
- 3.14. Interest on the deposit is accrued and paid to the Client monthly, and accrued but unclaimed interest is paid upon closing the deposit. Accrued but unclaimed interest is added to the balance of the deposit at the end of the calendar year.
- 3.15. In the event that the Client refuses the deposit before presenting any claims to the Bank based on the rights of the account holder, the Depositor has the right to demand the deposit back or transfer it to his/her name.

#### **Terms of fixed-term bank deposit**

- 3.16. The Bank undertakes to accept from the Client a sum of money in the amount and currency specified in *the Client Application/Client Application*, return the deposit amount and pay interest on it in the manner prescribed by these terms and conditions.
- 3.17. The Agreement is concluded for the period specified in *the Client Application/Client Application* on the terms of issuing the deposit upon expiration of the period specified in *the Client Application/Client Application* and the return of the principal amount of the deposit and unpaid interest.
- 3.18. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.19. Interest accrual shall commence from the day following the day of receipt of the deposit amount by the Bank until the day preceding its return to the Client or the occurrence of another event in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and closing the account. When accruing interest, the duration of the year is taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the duration of the month is equal to the actual number of days in the month for which accrual is made. If the Client does not receive the deposit amount on the day of expiration of the deposit, interest on the deposit shall be accrued until the day of expiration of the deposit.
- 3.20. Interest on the deposit amount is paid according to the frequency specified in *the Client Application/Client Application*. Interest not claimed by the Client does not increase the deposit amount.
- 3.21. Before the expiration of the period specified in *the Client Application/Client Application*, the Client has the right to receive the deposit amount. In case of early withdrawal of the deposit amount, interest is paid in the amount corresponding to the amount of interest paid by the Bank on demand deposits at the time of withdrawal of the deposit.
- 3.22. Replenishment of the deposit amount by means of additional funds and their partial payment is not carried out.

#### **Terms of the fixed-term bank deposit agreement (with extension)**

- 3.23. The Bank undertakes to accept from the Client a sum of money in the amount and currency specified

- in the *Client Application/Client Application* under the terms of a fixed-term bank deposit, return the deposit amount and pay interest on it in the manner prescribed by these Terms.
- 3.24. *The Agreement* is concluded for the period specified in the *Client Application/Client Application*, on the terms of issuing the deposit upon expiration of the period specified in the *Client Application/Client Application* and the return of the principal amount of the deposit and unpaid interest or on the same day of the month following the expiration of the next extension period (the day of expiration of the deposit period after its next extension).
  - 3.25. The Bank accrues interest on the deposit amount in the amount specified in the *Client Application/Client Application*, and in the event of an extension of the *Agreement* for each new extension period in the amount of the interest rate in effect at the Bank for this type of deposit on the extension date. If, on the day of the extension of the *Agreement*, the Bank has stopped accepting funds from the Client for this type of deposit, the Bank has the right to independently, without obtaining the consent or additional notification of the Client, set interest rates for this deposit.
  - 3.26. Interest accrual shall commence from the day following the day of receipt of the deposit amount by the Bank until the day preceding its return to the Client or the occurrence of another event in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and closing the account. When accruing interest, the duration of the year is taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the duration of the month is equal to the actual number of days in the month for which accrual is made.
  - 3.27. Interest on the deposit amount is paid to the Client monthly and upon account closure, accrued but unclaimed interest by the Client is paid. Interest unclaimed by the Client does not increase the deposit amount.
  - 3.28. Before the expiration of the period specified in the *Client Application/Client Application* and in each subsequent period after the extension, the Client has the right to receive the deposit amount early. In this case, interest for the period in which the deposit is closed early is paid in an amount corresponding to the amount of interest paid by the Bank on demand deposits at the time of the deposit withdrawal. For all past full periods of the deposit in the Bank (including after each extension), interest is paid in the amount specified in the *Client Application/Client Application* and these terms.
  - 3.29. Replenishment of the deposit amount by means of additional funds and their partial payment during the term of the *Agreement* is not carried out.
  - 3.30. The deposit account opened within the framework of the *Client Application/Client Application* is used for storing cash and cannot be used for settlements with third parties.
  - 3.31. In case of refusal to extend the *Agreement* in connection with upon expiration of the term, within one day the Client notifies the Bank at the place where the account was opened of the termination of the fixed-term bank deposit by submitting a written Application.
  - 3.32. Upon expiration of the period specified in the *Client Application/Client Application*, the Bank may, without obtaining consent or additional notice, independently extend the *Agreement* and set interest rates in accordance with the procedure for calculating interest on the deposit, if the Client has not exercised his right specified in these terms.
  - 3.33. These terms and conditions shall enter into force from the moment the Bank receives the deposit amount and the Parties sign the *Client Application-Questionnaire* or the Client accepts the *Client Application* and shall remain in effect until the account is closed and the principal amount and interest on the deposit are paid in accordance with these terms and conditions or another event occurs in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and/or closing the account.
  - 3.34. The *Agreement* is considered extended for a similar period specified in the *Client Application/Client Application*, if upon its expiration the Client does not declare its termination within one day.

#### **Terms of a fixed-term deposit in favor of a third party (children's deposit)**

- 3.35. The Depositor transfers, and the Bank accepts, funds in favor of an individual specified in the *Client Application/Client Application*, hereinafter referred to as the "Depositor", in the currency and amount specified in the *Client Application/Client Application* to an account in the form of a term deposit until the Depositor reaches the age of 14.
- 3.36. According to the legislation of the Kyrgyz Republic, the following persons have the right to dispose of the deposit (receive interest, close the account early in accordance with these terms and withdraw the entire principal amount, etc.):
  - 3.36.1. Until the minor reaches the age of 14 (fourteen) years, his parent or legal representative who opened

- the account, as well as another parent, if this is provided for in the Client Application/Client Application;
- 3.36.2. Upon reaching the age of 14 by the minor, the Depositor himself.
- 3.37. For the purposes of these terms and conditions, the parties agree to identify under the term "Client":
- Parent (legal representative) - until the Depositor reaches 14 (fourteen years of age);
  - The depositor - upon reaching the age of 14 (fourteen years).
- 3.38. In order to exercise their rights to manage the account, parents (legal representatives) have the right to issue a power of attorney to another person to perform on their behalf the actions specified in these Terms.
- 3.39. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.40. Interest accrual on the deposit amount shall commence from the day following the day of receipt of the deposit amount by the Bank until the day preceding the day of return of the deposit/part of the deposit to the Client or the occurrence of another event in accordance with the legislation of the Kyrgyz Republic, which is the basis for writing off funds from the Client's account and closing the account. When accruing interest, the duration of the year is taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the duration of the month is equal to the actual number of days in the month for which accrual is made.
- 3.41. Interest on the deposit is accrued and paid to the Client monthly, and also, upon closing the deposit, accrued but unclaimed interest by the Client is paid. Accrued but unclaimed interest by the Client is added to the balance of the deposit at the end of the calendar year.
- 3.42. In the event of the Depositor's refusal (before reaching the age of 14 - refusal of parents (legal representatives), if the Depositor was a third party) from the deposit before he presents any claims to the bank based on the rights of the account owner, the Depositor has the right to demand the deposit back or transfer it to his name.
- 3.43. Additional contributions and partial withdrawals of amounts from the account during the term of the deposit are not made.

**The procedure for calculating interest on a fixed-term deposit:**

- 3.44. Accrual of interest on the deposit during the first year of *the Agreement in favor of third parties* is made in the amount specified in *the Client Application Form/Client Application*.
- 3.45. During each subsequent whole year, interest is accrued at the rate in effect at the Bank for term deposits accepted for one year on each date and month of the conclusion of the agreement of the relevant year, with the exception of term deposits in favor of a third party (children's deposit).
- 3.46. For a term deposit in favor of a third party (children's deposit), during the period from the end of the last full year of the agreement until the Depositor reaches the age of majority and subsequently, interest is accrued at the demand rate in effect at the Bank at the time of accrual.
- 3.47. In case of early receipt of a deposit, interest accrued for the last incomplete year of the Agreement shall be recalculated at the demand rate in effect at the time of termination of *the Agreement in favor of third parties*.
- 3.48. Interest on the amount of a bank deposit shall be accrued from the day following the day of receipt of funds by the Bank until the day preceding their receipt by the Depositor in accordance with this procedure for accrual of interest on the deposit, and in the event of non-receipt by the Depositor of the deposit amount on the day of expiration of the deposit term, then interest shall be accrued at the demand rate in effect at the Bank at the time of accrual. When accruing interest, the length of the year shall be taken to be equal to the actual number of days in the year for which (in which) interest is accrued, and the length of the month shall be equal to the actual number of days in the month for which accrual is made.
- 3.49. If the deposit is kept after its expiration date, interest on the deposit is not accrued.

**Terms and conditions for renting individual bank safes**

- 3.50. The Bank, on the basis of the Client's *Application-Questionnaire /Client's Application*, provides for temporary use (rent) a bank safe (hereinafter referred to as the safe) for storing material assets, cash, documents and personal items (hereinafter referred to as valuables), on the terms and conditions stipulated by this and Conditions.
- 3.51. The following items are prohibited from being stored in a safe:

- flammable, toxic, radioactive and other substances that can have a harmful effect on the human body and the environment, food products and other items that are subject to spoilage or cause the spread of parasites;
  - all types of firearms and ammunition for them, bladed weapons, explosives (explosive devices), including scientific and technical technologies and equipment that can be used in the creation of weapons of mass destruction;
  - narcotic and psychotropic substances, as well as devices for their use;
  - powerful poisons;
  - and other items prohibited for storage, withdrawn from civil circulation or the import/export of which is prohibited across the state border in accordance with the legislation of the Kyrgyz Republic.
- 3.52. The safe is provided for rent for the period specified in the *Client Application Form*, with payment of a commission in accordance with the Bank's Tariffs.
  - 3.53. The rental period of the safe can be extended (prolonged) on the basis of *the Application-questionnaire the client* to extend the lease term in accordance with the Bank's Tariffs in effect on the day of signing *the Application* for Extension of the Lease Term at the Bank's branches.
  - 3.54. Payment for the entire rental period of the safe is determined by the Bank's Tariffs and must be paid in full on the day of signing the *Client Application /Client Application*, and in the event of its extension (renewal) - on the day of signing *the Application* for extension of the rental period at the Bank's branches.
  - 3.55. The safe is equipped with a lock that is locked with two keys, each of which is unique: one Master Key in the Bank, the second key is issued to the Bank Client.
  - 3.56. The Client is given a second key to the safe upon signature on the Card for the right to use the safe, in the form approved by the Bank, after the Client has fully paid the cost of storage services and registration (payment) of the Security Deposit in accordance with these Conditions.
  - 3.57. The Client has no right to transfer the key to the safe for storage to the Bank and not to make duplicate keys to the Safe.
  - 3.58. If the Client has an account/accounts with the Bank, the Client irrevocably and unconditionally grants the Bank the right to debit funds from the Client's accounts in soms and/or foreign currency opened with the Bank without acceptance, to pay for the Bank's services, penalties related to this Agreement, in accordance with the Bank's Tariffs.
  - 3.59. In case of breakage of the lock by the Client or loss of the key to the safe, the safe is opened in the presence of the Client. In this case, the Client is obliged to confirm in writing the integrity and safety of the contents of the safe.
  - 3.60. If the Client loses the key during the term of this Agreement, the Client shall, no later than one business day from the moment he/she discovers the loss of the key, notify the Bank in writing of this and shall reimburse the Bank for the costs of replacing the lock in accordance with the Bank's Tariffs in effect on the day the Client pays the fee for replacing the lock.
  - 3.61. If the Client appears at the Bank to release the safe within 30 (thirty) calendar days from the date of receipt of the Bank's notification, the Bank shall charge the Client a fine for the untimely release of the safe for each calendar day of delay in accordance with the Bank's current Tariffs. The contents of the safe shall be given to the Client after the fine has been paid.
  - 3.62. Opening and closing of the safe by the Client is carried out with the participation of a Bank specialist. In this case, the Bank specialist must not be present in the vault during the use of the safe by the Client.
  - 3.63. The Bank guarantees the Client confidentiality during viewing of valuables stored in the safe, and must also maintain the confidentiality of information received during the provision of the safe to the Client, including the fact of storage. The received data is not subject to transfer to third parties, except for cases stipulated by the legislation of the Kyrgyz Republic.
  - 3.64. In case of early termination of the Safe rental, the previously paid fee is returned to the Client, starting from the first full calendar month following the date of termination of the Agreement.
- Security deposit:**
- 3.65. In order to ensure the proper fulfillment by the Client of its obligations under this Agreement, the Client shall deposit funds into the Bank - a Security Deposit in the amount established by the Bank's Tariffs.
  - 3.66. The Bank does not charge interest on the Security Deposit.
  - 3.67. To account for the Security Deposit, the Bank opens a separate account, the funds in which the Client

- has no right to dispose of until the termination of obligations under this Agreement.
- 3.68. If the Client fails to return the key (loses the key) or fails to appear at the Bank to hand over the key to the safe, the amount of the Security Deposit is written off by the Bank without the Client's consent to cover the Bank's expenses for replacing and opening the safe and is not subject to return to the Client.
- 3.69. In the event that the Client returns the key, the Bank shall return the amount of the Security Deposit to the Client upon expiration of this Agreement.

**Access to the safe:**

- 3.70. The Client's access to the Bank's premises and the removal of storage items from the safe is carried out during the banking day.
- 3.71. Before entering the vault, the Client must present an identity document (passport) on paper or a document in digital format, and also make a note about the visit in the Card for the right to use an individual safe, in the form approved by the Bank.
- 3.72. The Client has no right to give the Safe for use to another person.
- 3.73. The storage facility is under video surveillance to ensure the safety of valuables in the safes.

**Opening a safe:**

- 3.74. The Bank has the right to unilaterally terminate this Agreement and unilaterally open the safe in the following cases:
- the presence of information about the recognition of the Client as missing or the death of the Client;
  - transfer of ownership of the contents of the safe to another person on the basis of a certificate of inheritance and other title documents;
  - if the client uses a safe to store prohibited items specified in paragraph **Ошибка! Источник ссылки не найден.** of these Terms.
- 3.75. The safe is opened by the Bank's employees, with the preparation of an opening report. The Bank is obliged to conduct video recording of the safe opening process. The contents of the safe are inventoried with the preparation of an inventory, packed together with the inventory, sealed and transferred in a sealed form for storage in a specially designated safe of the Bank's vault under double control until the Client, authorized person or heir (successor) applies to the Bank, but not more than 5 (five) years.
- 3.76. If the basis for opening the safe was the Client's failure to appear within 30 (thirty) calendar days from the date of receipt of the Bank's notification or the Client's failure to appear before the date of early termination of the Agreement at the initiative of the Bank and the Client does not have a previously opened account with the Bank, when the Client contacts the Bank, the contents of the safe are given to the Client after payment of a fine in accordance with the current Tariffs of the Bank for failure to fulfill the obligations stipulated by this and Conditions. If the Client has an account with the Bank, the amount of the fine is debited by the Bank from the Client's account.
- 3.77. The Bank shall notify the Client in writing of the reasons for opening the safe, specified in paragraphs 3.75-3.77 of these Terms, as well as the date of opening the safe. The Client's absence from the address specified in *the Client Application/Client Application*, as well as failure to appear at the Bank, shall not be grounds for postponing the date of actions to open the safe.
- 3.78. The arrest and subsequent seizure of valuables located in the safe is carried out in accordance with the legislation of the Kyrgyz Republic.

**Chapter 4. Rights and obligations of the Parties**

**4.1. THE CLIENT HAS THE RIGHT TO:**

- 4.1.1. Receive the bank deposit amount in full or in part within the period specified in *the Client's Application Form* or before the expiration of the period specified in *the Client's Application Form*, as well as accrued interest in accordance with the terms of the Agreement.
- 4.1.2. Upon expiration of the period specified in *the Client Application Form*, reissue it for a new storage period with an increase or decrease in the deposit amount by signing a new *Client Application Form*.
- 4.1.3. Independently manage the funds in his account, unless otherwise provided by current legislation and the Terms of the Agreement, including making additional contributions and withdrawing part of the deposit.
- 4.1.4. Issue a duly executed power of attorney to another person to receive the deposit amount, interest, and perform transactions on it.
- 4.1.5. Receive statements for his bank account;

- 4.1.6. Bequeath the deposit and valuables in the Safe in the manner established by law.
- 4.1.7. Grant the right to use the Safe to an authorized person by issuing a power of attorney, executed in accordance with the requirements of the current legislation of the Kyrgyz Republic.

#### **4.2. THE BANK HAS THE RIGHT TO:**

- 4.2.1. Provide the information available to the Bank about the Client, bank accounts and transactions on the Client's accounts in cases stipulated by the legislation of the Kyrgyz Republic;
- 4.2.2. Without prior notice, suspend operations on the Client's account in cases stipulated by the legislation of the Kyrgyz Republic and this Agreement;
- 4.2.3. Unilaterally terminate *the Agreement* and close the account in accordance with Chapter 9 of these Terms:
  - with prior notification of the Client one calendar month in the event of failure **by the Client to provide the Bank** with the requested information on time and in other cases stipulated by the legislation of the Kyrgyz Republic, including those regulating issues of combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds;
  - without notice with the consent of the Client in the event of no transactions on the account for more than 12 (twelve) months and a zero balance on the account.
- 4.2.4. In the event of an account being closed, funds in the account are issued to the Client upon his written instruction in cash at the Bank's cash desk or transferred to another account specified by the Client.
- 4.2.5. A unilateral, unaccepted write-off from any accounts opened in the name of the Client of any debt of the Client to the Bank, without obtaining any additional consent (instruction, order) in any form from the Client.
- 4.2.6. To make an uncontested write-off of funds erroneously credited to the Client's account;
- 4.2.7. Change the account numbering if objective circumstances arise that entail a change in the Client's account numbering, with notification of the Client about this.

The Bank notifies the Client at the last known address about the change in account numbering or via a notification in the Eldik mobile Internet banking.
- 4.2.8. In the event of changes in the legislation of the Kyrgyz Republic on banking activities, request the Client to provide additional documents and information.
- 4.2.9. In case of the Client's failure to appear at the end of the Safe Deposit Box rental period, send the Client a notice to any of the details (by post to the address, by phone, by email, SMS, WhatsApp, etc.) specified by the Client in *the Client Application-Questionnaire/Client Application*, about the need to appear at the Bank to extend the rental period or release the safe deposit box, as well as a warning about the unilateral opening of the safe deposit box without the Client's participation in the event of his failure to appear at the Bank within thirty calendar days from the end of the storage period.
- 4.2.10. Perform a unilateral opening of the safe in the manner prescribed by these Terms.

#### **4.3. THE BANK COMMITS TO:**

- 4.3.1. Open a bank account for the Client to store funds under the terms, specified in *the Client Application/Client Application*;
- 4.3.2. Guarantee the safety of funds and banking secrecy in accordance with the legislation of the Kyrgyz Republic
- 4.3.3. Accrue interest on the deposit in the amount specified in *the Client Application/Client Application* and these Terms and Conditions;
- 4.3.4. Pay out:
  - the deposit term in the amount and currency specified in *the Client Application/Client Application in accordance with the Terms of this Agreement*;
  - interest accrued on the deposit monthly, specified in *the Client Application/Client Application in accordance with the terms of this Agreement*;
- 4.3.5. At the request of the Client, issue statements of the Client's account to the latter or his authorized representative;
- 4.3.6. When fulfilling the Agreement be guided by the current legislation of the Kyrgyz Republic, regulatory documents of the National Bank of the Kyrgyz Republic and the terms of the Agreement.
- 4.3.7. Provide proper service to the Client regarding the use of the Safe in accordance with these Terms.
- 4.3.8. Guarantee the Client's confidentiality while viewing the contents of the safe, and also maintain the

confidentiality of information received during the provision of services, except for cases stipulated by the current legislation of the Kyrgyz Republic and the Agreement.

- 4.3.9. Be responsible for the safety and integrity of the safe, but is not responsible for the safety of the valuables contained therein if the locks are in good working order and there are no signs of its opening, except in cases of forced opening of the Safe by the Bank.

#### **4.4. THE CLIENT COMMITS TO:**

- 4.4.1. Provide **the Bank with the documents** required to open a bank account in accordance with the legislation of the Kyrgyz Republic.
- 4.4.2. Transfer to the Bank the amount specified in *the Client Application/Client Application* on the day of signing *the Client Application/Client Application*.
- 4.4.3. Notify the Bank in writing of all circumstances that may in any way affect the modification or termination of the Agreement.
- 4.4.4. Return the funds erroneously credited to the account within 3 banking days from the date of receipt of a written notice from the Bank, if there are insufficient funds in the Client's account to return the erroneously credited amount or other agreement.
- 4.4.5. When fulfilling these conditions, comply with the current legislation of the Kyrgyz Republic and the conditions specified in this Agreement and *Application and - client questionnaire/Client Application*.
- 4.4.6. **the Bank's** tariffs and pay them within the established timeframes.
- 4.4.7. Provide, at the request **of the Bank**, in accordance with the legislation of the Kyrgyz Republic and the internal procedures **of the Bank**, within 3 banking days, any requested information, as well as documents related to **the Client's activities** and banking operations carried out by him.
- 4.4.8. Notify the Bank of any changes in passport data (his own and the passport data of authorized persons), other information specified in *the Client Application/Client Application*, cancellation of powers of attorney and other changes that may affect the fulfillment by the Parties of the obligations specified in this Agreement, *the Client Application/Client Application* and these terms and conditions, with the mandatory provision of the relevant documents to the Bank no later than 3 (three) banking days.
- 4.4.9. Ensure the safety of the key to the Safe issued to him by the Bank.
- 4.4.10. Be responsible for placing items prohibited for storage in the Safe, as specified in these Terms.
- 4.4.11. Make timely payments for the Bank's services in accordance with the Bank's Tariffs for the entire period of storage in the Safe.
- 4.4.12. Upon expiration of the lease term of the Safe or upon early termination of the lease term, vacate the Safe and hand it over together with the key in an undamaged condition to a Bank specialist against signature on the Card, in the form approved by the Bank.
- 4.4.13. In the event of a breakdown of the safe lock due to its improper opening/closing, bear the costs associated with replacing the lock and opening the Safe in accordance with the Bank's Tariffs in effect on the day the Client pays the commission.

#### **Chapter 5. Bank Tariffs**

- 5.1. When providing services under the Agreement, the Bank deducts commissions from the client in accordance with the Bank's tariffs.
- 5.2. Information about the Bank's tariffs is posted on information boards at branches. Bank, on the official website of the [Bank www.eldik.kg](http://www.eldik.kg). Banking services are paid for in accordance with the Tariffs in effect on the date of provision of services, regardless of when the fee is actually charged to the client.
- 5.3. The Client instructs the Bank to write off commission amounts from his account without acceptance as payment for services rendered.
- 5.4. Bank has right for payments for rendered services to the client, write off monetary means on any of the client's accounts with their conversion at the exchange rate of the National Bank of the Kyrgyz Republic of the relevant currency, established at the time of such conversion.
- 5.5. The Bank has the right to unilaterally change Tariffs, limits and conditions for any banking operations and transactions and/or establish new Tariffs (interest rate for demand deposits) with mandatory notification of the client by posting information on the information boards of the [Bank's](http://www.eldik.kg) branches and on the Bank's official website at [www.eldik.kg](http://www.eldik.kg) and "Eldik" mobile Internet banking.

- 5.6. The Client agrees that when performing transactions on the deposit after the change and/or introduction of new Tariffs, the fee for the services provided by the Bank will be charged in the amount established by the Tariffs in effect on the day of the transactions.
- 5.7. In case of disagreement of the client with the changes to the Agreement, the client has the right to terminate the Agreement in the manner prescribed by Chapter 9 of this Agreement. In case, if, before the entry into force of the new version of the Terms of the Banking Services Agreement, the Bank does not receive a written Application for termination of the Agreement, the Bank considers this circumstance as an expression of the client's consent to the amended terms.

#### **Chapter 6. Protection of bank deposits**

- 6.1. The Bank is a participant in the bank deposit protection system in accordance with the Law of the Kyrgyz Republic "*On the Protection of Bank Deposits*".
- 6.2. The amount of a bank deposit is subject to protection and compensation in the manner, amounts and under the conditions stipulated by the Law of the Kyrgyz Republic "*On the Protection of Bank Deposits*", except for cases stipulated by the legislation of the Kyrgyz Republic.
- 6.3. The financial support for the deposit protection system is the Deposit Protection Fund, managed by the Deposit Protection Agency of the Kyrgyz Republic.
- 6.4. Deposit Protection Agency of the Kyrgyz Republic pays depositors the amounts of deposits and interest on them upon the occurrence of a guarantee event in accordance with the Law of the Kyrgyz Republic "*On the Protection of Bank Deposits*".

#### **Chapter 7. Special conditions**

- 7.1. Client authorizes the Bank to:
  - requesting credit information/credit history/credit report about a client from credit bureaus;
  - provision by the Bank to credit bureaus of credit information/credit history/credit report;
  - provision by the Bank to credit bureaus of credit files for the purpose of subsequent use by financial and credit organizations of credit information/credit history/credit report, information under this agreement, including personal information about the client, any other information specified in the Applications;
  - provision by the Bank to credit bureaus of information on the client's violation of the terms of this Agreement, as well as the transfer of all or part of the above information from credit bureaus to financial and credit organizations;
  - provision to authorized government agencies, in accordance with the requirements of the legislation of the Kyrgyz Republic, of information about his accounts (deposits), loans received, including mortgages, and safe deposit rental;
  - request/transfer to authorized state bodies of the Kyrgyz Republic for the implementation of procedures related to the processing and receipt by the Bank of the client's personal data (face image, TIN/PIN, last name, first name, patronymic, gender, date of birth, document number, date of issue, document validity period, registration and residential address, marital status, salary, pension amounts and other personal data). This consent is valid at any time during the existence of any legal relationship with the Bank, in connection with which such consent is valid indefinitely until revoked by the Client;
  - amendments and additions to this Agreement will be binding on the client from the moment of entry into force. In the event of the client's disagreement with the amendments and additions to this Agreement, he has the right to terminate the Agreement by notifying the Bank in writing before entry into force in the manner prescribed by Chapter 9 of this Agreement. In the event that, before the entry into force of the new version of the Agreement, a written notice of termination of the Agreement is not received from the Client, the Bank shall consider this an expression of the client's consent to the amended terms of the Agreement;
  - recording telephone and/or video conversations between the Bank's Call Center and the client when the client verbally requests information, including but not limited to the client's personal data, bank account, transactions carried out, established limits and restrictions, etc. An audio recording of a telephone conversation between the Bank's Call Center and the client is a confirming fact of the client's verbal request to the Call Center;
  - the client is obliged to immediately notify the Bank in writing/electronic form of any changes in the client's personal data, place of registration/residence, postal address, e-mail address,

telephone number. Otherwise, the client assumes the risks of not being informed about changes in the terms of the Agreement and/or the Bank's Tariffs. Unless the client has stated otherwise, the address specified in *the Client Application/Client Application* will be considered the postal address. All information sent to the client to the last address known to the Bank is considered to be received by the client after the time required for the postal items to pass;

- automatic connection to new banking services (which may be developed in the future), regardless of the type of product provided by the Bank.
- 7.2. The Client is obliged to immediately, but no later than 3 (three) banking days from the date of receipt of the statement, declare all erroneous transactions on the accounts, otherwise.
  - 7.3. Client bears the risk of adverse consequences associated with the payment of fines for the use of erroneously received/accrued funds, Client undertakes to independently exercise due control over the transactions carried out, as well as over the balances of funds in the account, and to immediately notify the Bank from the moment of detection and/or receipt of an account statement about erroneous transactions.
  - 7.4. The Client undertakes to independently exercise due control over the transactions carried out, as well as over the balances of funds in the account, and to immediately notify the Bank from the moment of detection and/or receipt of an account statement about erroneous transactions.
  - 7.5. For security, marketing and other purposes, the Bank has the right to send information to the client about transactions made by him and other information to the e-mail address provided by the client to the Bank, or by SMS messages/Push notifications to the client's mobile phone, also provided to the Bank, or by other means of communication.
  - 7.6. If the client is a participant in projects for the automatic transfer of funds to partners/employees/students/pensioners, etc. of one organization, referred to in the Bank as a "salary project", "pensioner's card", "social payments", etc., for the transfer of funds to him with the appointment of wages, scholarships or other remuneration, or For receipt pensions And benefits from organs Social fund, Social Development Directorates, the client hereby authorizes the Bank to provide, upon request of such organization and/or organs Social fund, Management Social development any information on such an account and the movement of funds on it, and also to return to such organizations and bodies of the Social Fund, the Social Development Departments the funds erroneously credited by them to the client's account in the amounts according to the letters from such organizations and bodies of the Social Fund, the Social Development Departments without the additional consent of the Client.
  - 7.7. In case of necessity to collect taxes (fees, duties) not provided for in *the Client Application/Client Application*, the Bank is guided by the current legislation of the Kyrgyz Republic.
  - 7.8. If the Client does not receive the deposit amount on the day of signing *the Client Application/Client Application*, the deposit term begins on the day following the day of receipt of the Client's funds into the deposit account opened by the Bank in accordance with *the Client Application/Client Application*, and the date of payment of the principal amount and unpaid interest specified in *the Client Application/Client Application* is postponed by the number of days that have passed from the date of conclusion of the agreement to the date of deposit of funds into the account.
  - 7.9. When the Client's heirs apply to the Bank, the deposit amount and interest on it are paid to them in proportion to their share according to the Certificate of Right to Inheritance.
  - 7.10. the deposit term, interest on the share of the deposit of all heirs shall be paid at the current rate established for demand deposits.
  - 7.11. In the event that one of the heirs makes a claim for payment of the principal amount due to them and interest on it, upon expiration of the deposit term, interest on the share of the deposit of this heir, as well as all other heirs (if any) shall be paid at the rate established in the Client Application-Questionnaire and this Agreement.
  - 7.12. This Agreement shall enter into force from the moment of signing by the Parties of *the Client Application/acceptance by the Client of the Client Application* and shall be valid until the account is closed and the principal amount and interest on the deposit are paid or another event occurs in accordance with the legislation of the Kyrgyz Republic that is the basis for writing off funds from the Client's account and closing the account.

## **Chapter 8. Responsibility Parties. Settlement disputes**

- 8.1. For violation of the obligations assumed under the Agreement, the Parties shall be liable in

accordance with the legislation of the Kyrgyz Republic.

- 8.2. A party to this Agreement, whose property interests or business reputation have been violated as a result of the failure to perform or improper performance of obligations under the Agreement by the other party, shall have the right to demand full compensation for damages caused, which shall mean expenses that the Party whose right has been violated has incurred to restore its rights and interests (actual damage) in accordance with the legislation of the Kyrgyz Republic.
- 8.3. If the client fails to repay the debt to the Bank for services rendered, no matter what the debt may be, the Bank has the right to write off, without consent (without acceptance), the total amount of the debt from any of the client's accounts opened with the Bank in any currency.
- 8.4. The Bank shall not be liable for any errors or incorrect actions, omissions of correspondent banks, subagents and other third parties, including delays/failures to execute/freezing of payments by correspondent banks.  
The Parties shall be released from liability for failure to perform or improper performance of the obligations assumed under these terms in the event of force majeure circumstances, which include: natural disasters, fires, floods, mass riots, strikes, military actions, entry into force of legislative acts, acts of government and administrative bodies, mandatory for execution by one of the Parties, directly or indirectly prohibiting the types of activities specified in this Agreement, or caused by other circumstances beyond the reasonable control of the Parties, preventing the Parties from fulfilling their obligations under this Agreement.  
In this case, the Parties are not released from the obligation to pay off all debts to each other, taking into account accrued interest, if such is subject to accrual in accordance with the Agreement.
- 8.5. For all issues that are not resolved in this Agreement, but directly or indirectly arising from the relations of the Parties under it, affecting the property interests and business reputation of the Parties to the Agreement, the latter will be guided by the norms and provisions of the current legislation of the Kyrgyz Republic.
- 8.6. If for any reason this Agreement loses its force in whole or in part or in the absence of relevant conditions in the Agreement, the provisions of the internal rules of the Bank (both existing and adopted in the future) concerning the relevant operations will apply. In the absence of relevant provisions of the internal rules, the provisions of the legislation of the Kyrgyz Republic governing banking operations will apply,
- 8.7. The Parties shall seek to resolve any disputes that may arise during the execution of the terms of the Agreement through negotiations.
- 8.8. If a mutually acceptable solution is not reached, the Parties may refer the dispute to the court for resolution in accordance with the procedure provided for by the legislation of the Kyrgyz Republic.

### **Chapter 9. Term and procedure for termination of the Agreement**

- 9.1. The Agreement shall be deemed concluded between the Parties in accordance with paragraph 2.3 of this Agreement and shall be valid until its termination and the closure of all accounts, term deposits, and the release of the Safe in the absence of debt.
- 9.2. The Client has the right at any time, including in the event of disagreement with the changes made to the terms of the Agreement and/or Tariffs, to terminate the Agreement or close one or more accounts, terminate the lease of the Safe, notifying the Bank of this intention:
  - 9.2.1. by submitting to the Bank 's branches Applications for termination of the Agreement in the form established by the Bank. Termination of this Agreement at the initiative of the client is possible provided that the client has no outstanding obligations to the Bank;
  - 9.2.2. via Eldik mobile internet banking.
- 9.3. The Bank has the right to suspend operations on the Client's account and/or unilaterally terminate this Agreement and close the account(s) with prior notice, thereby terminating the maintenance and servicing of the account, suspend the Client's access to the safe and/or the performance of operations to use the safe in accordance with the Agreement in the following cases:
  - carrying out operations/operations of an unclear/questionable nature on the client's account and failure to provide the Bank with documents confirming the economic feasibility of the operations within the requested time frame.
  - if false documents are submitted to conduct banking transactions;
  - if there is information about the client being included in sanctions lists;
  - if there is information about the participation of the client or beneficial owner in terrorist or extremist activities and the proliferation of weapons of mass destruction, in the legalization

