



Comprehensive Public Offer for the Conclusion of an Agreement for Banking Services to 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 terms of the Agreement.

This Offer shall remain in effect until it is declared invalid or until a new version of this Offer or a new Offer is published on the website of Eldik Bank OJSC at www.eldik.kg

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 - procedure checks identification data of Client and (or) beneficial owner.

The Application – Questionnaire – of an individual for banking services (hereinafter referred to as the Client Application) is a standard form for an individual to open and maintain a bank deposit account, payment card account, safe deposit box rental, or banking services. It constitutes an application for accession to the Individual Banking Services Agreement. By signing the Client Application – Questionnaire at a Bank branch, the Client confirms that they have read it and agrees to the terms of this Agreement.

Acceptance is the response/action of the person to whom the Offer is addressed, confirming its acceptance. Acceptance is complete and unconditional.

An application for banking services (hereinafter referred to as the Client's application) is a standard form for an individual to obtain accessible banking services through remote service channels (Eldik mobile internet banking) and constitutes an application for accession to the Individual Banking Services Agreement. By accepting the Client's application in Eldik mobile internet banking, the Client confirms that they have read and agree to the terms of this Agreement and undertakes to properly execute it.

Eldik Mobile Internet Banking (hereinafter referred to as Eldik Mobile Internet Banking) is a mobile application designed to provide individuals - Bank Clients with the opportunity to receive available services via mobile devices and the Internet - remote banking systems;

User – an identified Client of the Bank, a legally capable/capable individual who has fully and unconditionally accepted the Offer/concluded the Agreement on his/her own behalf, under the terms and conditions proposed in this Offer/Agreement, using the mobile application Eldik.

Fiduciary number - specified by the User when registering in the mobile application Eldik for the purpose of receiving services his mobile number phone.

A bank payment card (card) is a payment instrument used for purchasing goods and services, receiving cash in national and foreign currencies, making money transfers, and for making electronic payments through terminals, ATMs, or other devices (peripherals). A bank payment card can be digital, plastic, or tokenized;

Credit card - a card intended for performing transactions, settlements for which are carried out using funds provided by the Bank to the Client within the established credit limit in accordance with the terms of the concluded agreement;

Beneficial owner – an individual (individuals) who ultimately (through the chain of ownership and control) directly or indirectly (through third parties) owns the right of ownership or controls the Client or an individual on whose behalf or in whose interests the operation (transaction) is carried out;

Client – 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 digital data containing information of a personal nature.

Processing of personal data - any action (operation) or set of actions (operations) performed with digital data (digital records), including collection, recording, organization, structuring, accumulation, storage, adaptation or modification, downloading, viewing, use, disclosure by transmission, distribution, exchange or other type of provision of access, comparison or combination, reduction, deletion or destruction of the Client's personal data in accordance with the legislation of the Kyrgyz Republic.

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

Tariffs – a system of interest and commission rates establishing fees for various types of banking products and services provided to Clients. Tariffs may be changed by the Bank unilaterally and/or in accordance with a separate agreement between the Bank and the Client, unless otherwise provided by Kyrgyz legislation and/or the relevant agreement.

Technical overdraft – an amount of funds spent in excess of the card account balance and/or the established Credit Limit, which is subject to repayment by the Client. Interest may accrue on the technical overdraft amount if provided for by the Bank's Tariffs. Technical overdraft may arise as a result of manual transaction processing/late debiting of a transaction (by the Merchant) due to exchange rate differences during a conversion operation, as well as when the Bank debits fees in accordance with the Bank's Tariffs.

A trade and service enterprise that accepts cashless payments for goods and services using a Card;

Self-service devices of the Bank – ATMs and payment terminals of the Bank;

A digital signature is information in digital form that is attached to and/or logically linked to other information in digital form and is used to ensure the immutability of a digital document and to identify the author of a digital document.

An identifier is any information, including a code, cipher, numbers, or address, that allows digital records containing such information to be linked to each other and to the subject of legal relations in the digital environment. An

identifier is analogous to a handwritten signature, containing one Time Password – OTP and/or one-time PIN codes and/or login and/or other document signing method used by the Borrower when signing the Agreement and other related documents related to this Agreement. The identifier is equivalent to a handwritten signature and has the same legal consequences as a handwritten signature under the laws of the Kyrgyz Republic. A single identifier can be used to sign a package of digital documents, i.e., several related digital documents. When a package of digital documents is signed with an identifier, each document within that package is considered to be signed by the identifier of the type with which the package of digital documents is signed. The code is sent by the Bank via SMS to the Borrower's phone number specified in the Client's application.

Code (OTP code, confirmation code) – a one-time sequence of 4 (four) or 6 (six) digits sent by the Bank via SMS to the Trusted Number to confirm the Client's intention to perform the transaction and/or to verify the fact of its preparation and/or familiarization, electronically. The code is valid for 3 minutes from the time of sending.

PUSH notifications/SMS notifications are notifications that report on the movement of funds on the card, payment codes and other information on the Client's card/card account, differing in the delivery channel: SMS message or pop-up notification on the mobile phone screen;

PIN code – 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 – the Client's code name, which is required for authorization and use of the Eldik Mobile Internet Banking service.

Password – a secret code created by the User independently to confirm their identity and gain access to the mobile application Eldik and services by means of mobile device and networks Internet.

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.

A digital document is information and/or a document generated in Eldik Mobile Internet Banking and/or on the Bank's website using the Bank's automated systems and in digital form. Information and/or a document in digital form, signed with a digital signature and/or identifier, is considered a digital document, equivalent to a paper document signed with a handwritten signature.

Ecosystem Services Eldik - additional non-banking services available in Eldik Mobile Internet Banking, provided by the Bank independently or jointly with Partners, allowing the User to book and purchase tickets for events, air tickets, and other related services.

Tokenization is the process of replacing the actual Card details (PAN number) with a unique digital identifier (Token), which is used to perform transactions without disclosing the main Card details.

Digital Wallet (Third-Party Payment Service) - software or service of a third-party provider installed on the Client's mobile device (smartphone, watch, etc.), allowing the storage of Card Tokens and the execution of contactless transactions using NFC technology or other data transfer methods.

Chapter 2. General provisions

- 2.1. This Agreement sets forth the terms, requirements and procedures for the provision of banking services to individuals at Eldik Bank OJSC and is an Adhesion Agreement (hereinafter referred to as the Agreement), an integral part of which is the application – Client questionnaire/Client application:
 - demand deposit;
 - demand deposit in favor of a third party (deposit for children);
 - term bank deposit;
 - term bank deposit (with extension);
 - term deposit in favor of a third party;
 - rental of individual bank safes.
 - card accounts in payment card systems.
- 2.2. This Agreement and the Client's application form/application, duly completed and signed by the Client, constitute a single document – the Agreement concluded between the Bank and the Client.
- 2.3. The Client Application Form/Client Application must be properly completed and signed by the Client, either in person or digitally. By signing the Client Application Form/Client Application, the Client declares their legal capacity and that they have read and understood all of these terms and conditions, and agree to them.
- 2.4. Agreement Maybe be concluded one from following methods:
 - 2.4.1. **When the Client visits a Bank branch.** In this case, the Client's application form is completed and signed by the Client in paper form. One copy of the Client's application form, with a note confirming its acceptance by the Bank, is given to the Client and serves as a document confirming the conclusion of the Agreement.
The Client's paper application form contains QR codes with links to the Public Offer with the terms of banking services for individuals, the Bank's Tariffs for services, and consent to the processing and transfer of personal data to authorized government agencies of the Kyrgyz Republic.
 - 2.4.2. **the Bank's remote banking systems.**

This Agreement is concluded by accepting this Offer in the form of a digital document signed with a digital signature and/or the Client's identifier in the Eldik Mobile Internet Banking service installed on the Client's mobile device. Receipt of the Acceptance by the Bank is deemed to constitute the conclusion of the Agreement for Banking Services to Individuals.

Acceptance of the Offer is determined by the Client's submitted application. The Client's application is submitted through remote service channels.

The Agreement shall enter into force only upon successful completion of the Client's due diligence and the 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 Bank's internal regulations, and the Agreement. The Client acknowledges, agrees, and accepts that Application Forms received by the Bank in digital form using the Client's identification, verification, and authentication tools are recognized as the use of a digital signature and/or identifier. A digital signature and/or identifier is recognized as equivalent to a handwritten signature. The use of a digital signature and/or identifier by the Client gives rise to the same legal consequences as a handwritten signature, according to the legislation of the Kyrgyz Republic.

- 2.5. 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.
- 2.6. 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.
- 2.7. The Agreement is a standard (model) form and is not subject to change by the Client. The Bank reserves the right to unilaterally amend the Agreement, but in accordance with the requirements of Kyrgyz legislation, it first posts information about the amendments on the Bank's official website at www.eldik.kg, on information boards at Bank branches, and through Eldik Mobile Internet Banking.
- 2.8. If the Client disagrees with the amendments and/or additions to the Agreement and its appendices, the Client has the right to terminate the Agreement by notifying the Bank in writing by submitting an Application to close the bank account in accordance with the procedure established by Chapter 11 of this Agreement. If, prior to the entry into force of the new version of the Agreement, the Bank does not receive the Client's written Application to close the bank account, the Bank shall consider 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 covered by this Agreement shall be governed by separate contracts, agreements, and service rules (terms) concluded/established both before and after the conclusion of the Agreement.
- 2.9. Before the conclusion of the Agreement Client obliged get acquainted with this Agreement and with with all documents attached thereto. The text of this Agreement is posted on the Bank's official website www.eldik.kg.

Chapter 3. Terms of banking services for accounts, deposits and safe deposit box rentals

Terms of a demand bank deposit

- 3.1. The Bank accepts from the Client a sum of money in the amount and currency specified in *the Client's Application/Client's statement* under the terms of a demand deposit, returns the deposit amount and pays interest on it in the manner prescribed by the terms of this Agreement.
- 3.2. A bank deposit is opened for an indefinite period, with the condition of issuing the deposit/part of the deposit upon the Client's first request.
- 3.3. The Bank accrues interest on the deposit amount in the amount specified in *the Client's Application Form/Client's statement*.
- 3.4. Interest on the deposit is accrued and paid to the Client monthly, and any accrued but unclaimed interest is also paid upon deposit closure. Accrued but unclaimed interest is added to the deposit balance at the end of the calendar year.

Terms of a demand deposit in favor of a third party (deposit for children)

- 3.5. At the time of the 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 (deposit for children), hereinafter referred to as the deposit.
- 3.6. According to the legislation of the Kyrgyz Republic, the following persons have the right to dispose of a deposit in favor of a minor (receive interest, close the account and withdraw all/part of the amount, etc.):
 - 3.6.1. Parents or legal representatives - until the minor reaches 14 (fourteen) years of age;
 - 3.6.2. The depositor - upon reaching the age of 14 (fourteen) years).
- 3.7. 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 this Agreement.

- 3.8. For the purposes of these terms and conditions, the Parties agree to identify under the term “Client”:
- Parent or legal representative - until the Depositor reaches 14 (fourteen) years of age;
 - The depositor - upon reaching the age of 14 (fourteen years).
- 3.9. The conclusion of this Agreement and the deposit of funds into the Client's account is certified by a savings book, which is issued at the Client's request.
- 3.10. *The Agreement* is concluded for an indefinite period, on the terms of issuing the deposit/part of the deposit upon the first request of the Client in accordance with these terms and conditions.
- 3.11. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.12. Interest on the deposit is accrued and paid to the Client monthly, and any accrued but unclaimed interest is also paid upon deposit closure. Accrued but unclaimed interest is added to the deposit balance at the end of the calendar year.
- 3.13. 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 own name.

Terms of a fixed-term bank deposit

- 3.14. 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.
- 3.15. The Agreement is concluded for the period specified in *the Client's Application/Client's Application* on the terms of issuing the deposit upon expiration of the period specified in *the Client's Application/Client's Application* and the return of the principal amount of the deposit and unpaid interest.
- 3.16. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.17. Interest on the deposit amount is paid according to the frequency specified in *the Client Application/Client Statement*. Unclaimed interest does not increase the deposit amount.
- 3.18. before the expiration of the period specified in *the Client Application/Application*. In the event of early withdrawal of the deposit amount, interest will be paid in an amount equal to the interest paid by the Bank on demand deposits at the time of withdrawal.
- 3.19. Replenishment of the deposit amount by means of additional funds and partial payment thereof is not carried out.

Terms of a fixed-term bank deposit (Eldik Pension)

- 3.20. The Bank undertakes to accept from the Client a sum of money in the amount and currency specified in *the Client's Application/Client's Application based on the provision of a pension certificate*, return the deposit amount and pay interest on it in the manner prescribed by these terms and conditions.
- 3.21. The Agreement is concluded for the period specified in *the Client's Application/Client's Application* on the terms of issuing the deposit upon expiration of the period specified in *the Client's Application/Client's Application* and the return of the principal amount of the deposit and unpaid interest.
- 3.22. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.23. The deposit amount is replenished by adding additional funds during the term of *the Agreement*, with the exception of the last month of its validity. No replenishment has been made during the last month.
- 3.24. Interest on the deposit amount is paid to the Client monthly, and upon account closure, any accrued but unclaimed interest is paid. Unclaimed interest is not capitalized and does not increase the deposit amount.
- 3.25. prior to the expiration of the period specified in *the Client Application/Application*. In the event of early withdrawal of the deposit amount:
- if the deposit has been in the Bank for more than half of the established term, the interest paid is recalculated with a deduction of 50% of the amount of previously accrued interest,
 - if the deposit has been open for less than half of the established term, interest is recalculated at the demand rate and the interest paid is subject to deduction from the deposit amount.

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

- 3.26. The Bank undertakes to accept from the Client a sum of money in the amount and currency specified in *the Client's Application/Client's 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.
- 3.27. *The Agreement* is concluded for the period specified in *the Client's Application/Client's Application*, on the terms of issuing the deposit upon expiration of the period specified in *the Client's Application/Client's 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).
- 3.28. The Bank accrues interest on the deposit amount in the amount specified in *the Client's Application/Application*, and in the event of an extension of *the Agreement*, for each new extension period, at the interest rate in effect at the

Bank for this type of deposit on the extension date. If, on the date of *the Agreement's extension*, the Bank ceases accepting funds from the Client for this type of deposit, the Bank reserves the right to independently set interest rates for this deposit without the Client's consent or further notification.

- 3.29. Interest on the deposit amount is paid to the Client monthly, and any accrued but unclaimed interest is paid upon account closure. Unclaimed interest does not increase the deposit amount.
- 3.30. Before the expiration of the period specified in *the Client Application/Client Application* and in each subsequent period after extension, the Client has the right to withdraw the deposit amount early. In this case, interest for the period in which the deposit is closed early will be paid in an amount equal to the interest paid by the Bank on demand deposits at the time the deposit is withdrawn. For all elapsed full terms of the deposit with the Bank (including after each extension), interest will be paid in the amount specified in *the Client Application/Client Application* and these terms.
- 3.31. Replenishment of the deposit amount by means of additional funds and their partial payment during the term of *the Agreement* is not carried out.
- 3.32. 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.
- 3.33. In case of refusal to extend the Agreement due to the expiration of the term, within one day the Client notifies the Bank at the place of opening of the account about the termination of the fixed-term bank deposit by submitting a written Application.
- 3.34. Upon expiration of the period specified in *the Client's Application/Client's 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 a demand deposit, if the Client has not exercised his right specified in these terms and conditions.
- 3.35. These terms and conditions shall come into force from the moment the Bank receives the deposit amount and the Parties sign *the Client's Application Form or the Client accepts the Client's 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 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/or closing the account.
- 3.36. The Agreement *is considered* extended for a similar period specified in *the Client's Application/Client's Application*, if, upon its expiration, the Client does not declare its termination within one day.

Terms and conditions for a fixed-term deposit in favor of a third party (deposit for children)

- 3.37. The Depositor transfers, and the Bank accepts funds in favor of the individual specified in *the Client Application Form/Client Application*, hereinafter referred to as the "Depositor", in the currency and amount specified in *the Client Application Form/Client Application* to an account in the form of a term deposit until the Depositor reaches the age of 14.
- 3.38. 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 conditions and withdraw the entire principal amount, etc.):
 - 3.38.1. Until a 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;
 - 3.38.2. Upon reaching the age of 14 by the minor, the Depositor himself.
- 3.39. 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).
- 3.40. 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.
- 3.41. The Bank accrues interest on the deposit amount in the amount specified in *the Client Application/Client Application*.
- 3.42. Interest on the deposit is accrued and paid to the Client monthly, and any accrued but unclaimed interest is also paid upon deposit closure. Accrued but unclaimed interest is added to the deposit balance at the end of the calendar year.
- 3.43. In the event of the Depositor's refusal (before reaching the age of 14 - refusal of parents or 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 holder, the depositor has the right to demand the deposit back or transfer it to his name.
- 3.44. Additional contributions and partial withdrawals of amounts from the account are not made during the term of the deposit.

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

- 3.45. 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's Application Form/Client's Application*.
- 3.46. 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 corresponding year, with the exception of term deposits in favor of a third party (deposit for children).
- 3.47. For a fixed-term deposit in favor of a third party (deposit for children), during the period from the end of the last full year of the agreement until the Depositor reaches the age of majority and thereafter, interest is accrued at the demand rate in effect at the Bank at the time of accrual.
- 3.48. In case of early withdrawal 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*.
- 3.49. Interest on a bank deposit shall accrue from the day following the day the funds are received by the Bank until the day preceding their receipt by the Depositor in accordance with this procedure for calculating interest on deposits. If the Depositor fails to receive the deposit amount on the deposit expiration date, interest shall be accrued at the demand rate in effect at the Bank at the time of accrual. When calculating interest, the length of the year shall be taken to be equal to the actual number of days in the year for 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.
- 3.50. If you keep a deposit after its expiration date, interest on the deposit is not accrued.

Terms and conditions for leasing individual bank safes

- 3.51. The Bank, on the basis of *the Client's Application/Client's Application*, provides for temporary use (rent) a bank safe (hereinafter referred to as the safe) for the storage of material assets, cash, documents and personal items (hereinafter referred to as valuables), under the conditions stipulated by these terms of the Agreement.
- 3.52. 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;
 - potent 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.
- 3.53. The safe is provided for rent for the period specified in *the Client Application/Client Application*, with payment of a commission in accordance with the Bank's Tariffs.
- 3.54. The rental period of the safe can be extended (prolonged) on the basis of *the Application Form of the Client* to extend the lease term in accordance with the Bank's Tariffs in effect on the date of signing *the Application* for Extension of the Lease Term at the Bank's branches.
- 3.55. 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 Form/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.
- 3.56. The safe is equipped with a lock that is secured with two keys, each of which is unique: one is the Master Key of the Bank, and the second key is issued to the Bank Client.
- 3.57. The Client is issued a second key to the safe deposit box upon signature on the Safe Deposit Card, in the form approved by the Bank, after the Client has fully paid the cost of storage services and has completed (paid) a security deposit in accordance with these terms of the Agreement.
- 3.58. The Client has no right to transfer the key to the safe for safekeeping to the Bank and has no right to make duplicate keys to the safe.
- 3.59. 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 and penalties related to this Agreement, in accordance with the Bank's Tariffs.
- 3.60. If the Client breaks the lock or loses the safe key, the safe will be opened in the Client's presence. The Client is obligated to provide written confirmation of the integrity and safety of the safe's contents.
- 3.61. 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.
- 3.62. If the Client appears at the Bank to empty the safe deposit box within 30 (thirty) calendar days of receiving the Bank's notification, the Bank will charge the Client a late payment penalty for each calendar day of delay in

accordance with the Bank's current Tariffs. The contents of the safe deposit box will be returned to the Client upon payment of the penalty.

- 3.63. The Client must open and close the safe deposit box with the assistance of a Bank specialist. However, the Bank specialist must not be present in the safe deposit box while the Client is using it.
- 3.64. The Bank guarantees the Client confidentiality during the viewing of valuables stored in the safe deposit box and shall maintain the confidentiality of information obtained during the provision of the safe deposit box to the Client, including the fact of its storage. Received data will not be disclosed to third parties, except in cases stipulated by Kyrgyz law.
- 3.65. 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:

- 3.66. 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.
- 3.67. The Bank does not charge interest on the Security Deposit.
- 3.68. 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.
- 3.69. 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 will be debited by the Bank without the Client's consent to cover the Bank's expenses for replacing and opening the safe and will not be refunded to the Client.
- 3.70. In the event that the Client returns the key, the Bank shall return the amount of the Security Deposit to the Client upon termination of this Agreement.

Access to the safe:

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

Opening a safe:

- 3.75. The Bank has the right to unilaterally terminate this Agreement and unilaterally open the safe in the following cases:
 - availability of information about the Client being declared missing or the Client's death;
 - 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 3.58 of these Terms.
- 3.76. The safe deposit box is opened by Bank employees, and an opening report is prepared. The Bank is obligated to videotape the safe deposit box opening process. The safe deposit box contents are inventoried and listed, packaged along with the list, sealed, and transferred to a designated safe deposit box in the Bank's vault under double security until the Client, authorized representative, or heir (successor) contacts the Bank, but for no more than five (5) years.
- 3.77. If the basis for opening the safe deposit box is the Client's failure to appear within 30 (thirty) calendar days of receiving the Bank's notice, or the Client's failure to appear before the date of early termination of the Agreement at the Bank's initiative, and the Client does not have a previously opened account with the Bank, upon the Client's contact with the Bank, the contents of the safe deposit box will be released to the Client upon payment of a penalty in accordance with the Bank's current Tariffs for failure to fulfill the obligations stipulated by these terms of the Agreement. If the Client has an account with the Bank, the penalty amount will be debited by the Bank from the Client's account.
- 3.78. The Bank will notify the Client in writing of the reasons for opening the safe deposit box, as specified in paragraphs 3.82-3.84 of these Terms, as well as the safe deposit box opening date. The Client's absence from the address specified in *the Client Application Form/Client Application*, or failure to appear at the Bank, will not constitute grounds for postponing the safe deposit box opening date.
- 3.79. The arrest and subsequent seizure of valuables located in a safe is carried out in accordance with the legislation of the Kyrgyz Republic.

Chapter 4. Card issuance and servicing procedure

- 4.1. Card issuance and maintenance:

- 4.1.1. The terms of service and rules for the safe use of cards are described in the Rules for the use of bank cards of Eldik Bank OJSC (hereinafter referred to as the Rules), posted on the Bank's corporate website at www.eldik.kg and constituting an integral part of this Agreement.
- 4.1.2. Card issuance, activation/deactivation of card services, as well as setting/changing spending limits and restrictions, and changing card statuses are carried out upon the Client's application when contacting the Bank or through remote service channels (the Bank's corporate website, Eldik Mobile Internet Banking, Contact Center) in accordance with the Bank's internal procedures.
- 4.1.3. The Bank issues/reissues the card within 5 (five) to 10 (ten) business days following the day of receipt of the Application Form and payment of all fees by the Client in accordance with the Bank's Tariffs, as well as the provision of all documents required by the legislation of the Kyrgyz Republic and the Bank's internal regulatory documents.
- 4.1.4. The Bank has the right to establish restrictions on the issuance of cards per Client (card account holder) in terms of quantity and type.
- 4.1.5. The amount of fees for card issuance and servicing, as well as spending and receipt limits for card transactions, limits on funds transfers for card transactions, and limits on funds conversion by currency and/or bank account type, are determined by the Bank's Tariffs. Information on the Tariffs is available on the Bank's corporate website www.eldik.kg. The Bank's Tariffs may be expressed in both national and foreign currencies.
- 4.1.6. The card is the property of the Bank. It is valid until the end of the month and year indicated on it. Card transactions are not processed on expired cards or cards whose expiration date has not yet begun.
- 4.1.7. The Bank issues the card directly to the Client or to an authorized representative acting under a notarized power of attorney. Upon receipt of the card, the Client is advised to sign the back of the card in the space provided for a signature sample.
- 4.1.8. Delivery of the card (including the PIN envelope) outside the Kyrgyz Republic is not carried out in accordance with the legislation of the Kyrgyz Republic.
- 4.1.9. The Client is obligated to safeguard the card and take measures to prevent its loss or theft. Loss or theft of the card, if the Client fails to take necessary measures to prevent such loss or theft, may be considered by the Bank as a violation of the terms of this Agreement and the Rules.
- 4.1.10. The transfer/sale of the card by the Client for use or as collateral to third parties is prohibited.
- 4.1.11. In accordance with this Agreement, the Client has the right to carry out the following transactions using the card within the available account balance:
- cashless payment for goods and services in a trade and service enterprise, in the Internet environment;
 - receiving cash through ATMs/terminals and from bank agents;
 - money transfer from your bank account to the recipient's account (from card to card, e-wallet) via Eldik Mobile Internet Banking in accordance with the legislation of the Kyrgyz Republic;
 - money transfers through money transfer systems in accordance with the legislation of the Kyrgyz Republic;
 - cashless payments via Eldik Mobile Internet Banking to service providers registered with Eldik Mobile Internet Banking;
 - card top-ups can be made through bank tellers, agents providing a wider range of retail banking services, payment terminals, ATMs, money transfer systems, and e-wallets.
- 4.1.12. To reduce the risk of unauthorized card transactions, the Bank establishes restrictions and limits on card transactions. The amount of restrictions and limits, as well as the terms, timeframes, and procedures for establishing them, are determined by the Bank independently.
- 4.1.13. The Client has the right to carry out transactions using the card within the limits and daily limits established by the Bank.
- 4.1.14. Restrictions and daily limits may be changed by the Client:
- upon written application at the Bank branch;
 - in Eldik Mobile Internet Banking;
- 4.1.15. In order to reduce the risk of unauthorized card transactions, the Bank reserves the right to refuse to change restrictions and daily limits without explanation.
- 4.1.16. For security reasons, the Bank does not recommend setting extremely large limit amounts for a long period of time.
- 4.1.17. The performance of transactions using the card provided for in this Agreement may be limited in self-service devices of other banks.
- 4.1.18. The Bank reserves the unconditional and indisputable right to refuse to carry out a card transaction that contradicts the requirements of the legislation of the Kyrgyz Republic and/or the Rules and/or legal norms of payment systems.
- 4.1.19. The Bank reserves the right to unilaterally regulate the terms of access to online payments and recurring payments, including opening access to online payments for all Bank Clients by default, while setting limits on the volume and number of such transactions. The volume and number of transactions are determined by the Bank's Tariffs.

- 4.1.20. The Client has the right to refuse access to Internet payments (except for card transactions carried out with the entry of a 3D Secure password, and recurring payments) provided that he/she submits a written request to the Bank to disable access to Internet payments or independently disables access through Eldik Mobile Internet Banking.
- 4.1.21. Bank cards are issued with the ability to make contactless payments PayWave, PayPass, which cannot be disabled at the initiative of the Client.
- 4.1.22. The Bank has the right to unilaterally terminate this Agreement, cancel the card, not return the fees withheld in accordance with the Bank's Tariffs and notify the Client of the termination of service at the home address, email address or by mobile phone numbers, fax numbers specified in *the Client's Application/Client Application*, in the following cases:
- 4.1.22.1. failure of the Client to appear at the Bank to receive the card within a period of more than 3 (three) calendar months from the date of submission of the Application Form;
 - 4.1.22.2. failure by the Client to fulfill its obligations stipulated by this Agreement;
 - 4.1.22.3. violation of the Rules for using the card;
 - 4.1.22.4. termination of the agreement on opening a bank account;
 - 4.1.22.5. upon dismissal of the Client from the organization participating in the salary project;
 - 4.1.22.6. upon termination of the Agreement between the Bank and the organization, on the basis of which the organization transfers employee wages to cards;
 - 4.1.22.7. if there are no transactions on the card account for more than the period established by the Bank's Tariffs.
 - 4.1.22.8. with the participation of the Client, if there is suspicion of the Client's participation in the legalization (laundering) of criminal proceeds and the financing of criminal activities;
 - 4.1.22.9. if the Client's actions lead to financial losses of other Clients and/or the Bank;
 - 4.1.22.10. in the event that the Client's actions lead to reputational, economic, financial and other risks and losses for the Bank;
 - 4.1.22.12. on other grounds provided for by the Rules of payment systems and/or the legislation of the Kyrgyz Republic.
- 4.1.23. If the Bank suspects the Client of committing illegal actions or transactions that are contrary to or violate the laws of the Kyrgyz Republic, or pose a threat to public or personal security or the legal property and civil rights and interests of third parties, or of committing fraudulent transactions by prior conspiracy with a group of third parties or the Client themselves, or of unusual card activity, the Bank reserves the right to unilaterally block the card and withhold all funds on the card/card account without prior notice to the Client until the necessary information is clarified. In this case, the Bank reserves the right to cancel the card and demand compensation for all losses incurred due to such actions by the Client.
- 4.1.24. In the event of cancellation of the main card by the Bank, the Client's additional cards will also be cancelled.
- 4.1.25. The Bank has the right to apply to law enforcement agencies of the Kyrgyz Republic or other jurisdictions to initiate criminal or civil proceedings on the grounds specified in paragraph 4.1.23 and to demand payment of costs associated with such an application and the conduct of procedural actions.
- 4.1.26. The Bank has the right to refuse the Client's request to initiate an investigation into a disputed transaction if the Client contacts the Bank after 120 (one hundred twenty) calendar days from the date of the disputed transaction, as well as for other reasons stipulated by the terms of the Agreement and/or the rules of the payment systems.
- 4.1.27. The Client has the right to:
- 4.1.27.1. Issue and/or cancel additional cards on the main card account by providing the Bank with the relevant documents;
 - 4.1.27.2. set/change restrictions and limits on the main and/or additional cards, as well as obtain access to conduct Internet transactions, connect SMS notifications upon an application submitted to the Bank.
 - 4.1.27.3. Submit a claim to the Bank regarding an unauthorized (fraudulent) transaction within 45 (forty-five) calendar days from the date of the card transaction. Otherwise, the transaction is considered confirmed (authorized) by the Client, and the Bank will not accept any subsequent claims.
- 4.1.28. The Client is obliged to:
- 4.1.28.1. in the event of loss, theft and/or unauthorized use of the card, immediately contact the Bank with an oral or written request to block the card in the manner prescribed by the Rules and this Agreement;
 - 4.1.28.2. ensure the safety of all cards issued by the Bank to the Client under this Agreement, as well as the login, password, PIN code and other means of access to the bank account and/or remote banking services;
 - 4.1.28.3. Contact the Bank to renew the card for a new term 30 (thirty) calendar days prior to the card's expiration date. If the Client fails to do so, the card will be automatically cancelled upon expiration and will not be reinstated;

4.1.28.4. Regularly, but at least once per month, monitor the card account status and prevent debt. For these purposes, the Client can independently generate a statement in Eldik Mobile Internet Banking or contact the Bank to obtain a card account statement.

4.1.29. The Client is fully responsible for:

- 4.1.29.1. failure to promptly contact the Bank with a request to block a lost/stolen card or a card whose details have become known to third parties;
- 4.1.29.2. failure to return to the Bank funds erroneously credited to the Client's card;
- 4.1.29.3. making card payments via Internet resources that do not support 3D Secure technology;
- 4.1.29.4. use of all cards issued to the Client's card account in accordance with the terms of this Agreement;
- 4.1.29.5. Timely updating and provision of contact information to the Bank. If the Client cannot be contacted due to a lack of contact information, the Bank reserves the right to block the card until the Client makes a request;
- 4.1.29.6. Any losses incurred as a result of fraudulent card transactions by unauthorized persons, as well as for all actions and inactions of these persons that misled the Client and/or promised material, financial, or other benefits, and/or caused the Client's actions or inactions, and resulting in direct and/or indirect losses or lost profits. The Bank reserves the right to demand compensation from the cardholder for financial and other losses resulting from the terms of this clause.
- 4.1.29.7. for all transactions carried out using the card, in the manner and to the extent established by the legislation of the Kyrgyz Republic, in the event of transfer of the card or access means to third parties.

4.1.30. Use of the card or its details by third parties is prohibited. The Client agrees that violation of this condition will result in the card being confiscated, the Bank unilaterally terminating this Agreement, and the Client compensating the Bank for all losses (expenses) incurred as a result of the violation of this condition.

4.1.31. Card transactions confirmed by entering a PIN code or 3D Secure password are considered to have been made by the Client and are not subject to challenge due to unauthorized access to the card account and/or fraud.

4.1.32. Card transactions carried out using contactless PayWave and PayPass within the limits, as well as transactions carried out in the application, are considered to have been carried out by the Client and are not subject to dispute due to fraud or unauthorized access to the card account.

4.1.33. The Bank has the right to block the Client's card/card account (without time limit) in the following cases:

- seizure, suspension of card transactions or other restrictions in accordance with the legislation of the Kyrgyz Republic;
- receipt from the Client of an oral request to the Bank's Call Center or a written application to block a bank card due to loss, theft and/or unauthorized use of the card;
- compromise of card details by the Client (accidental/intentional);
- if there is a suspicion of fraud on the part of the Client or the Client's participation in a fraudulent scheme;
- the presence of negative reviews from social media users or group members regarding the Client.

4.1.34. In the event of receipt of funds on the card account/card in the form of a credit card transaction (credit and/or credit adjustment, etc.) and/or a reversal card transaction, which leads to an increase in the available balance of the cardholder's card account (hereinafter referred to as a credit/reversal card transaction), the Bank has the right to unilaterally block the card account and/or card for a period of up to 30 (thirty) calendar days if the cardholder does not have documents confirming the validity of these credit/reversal card transactions. In the event of a technical overdraft on the card account as a result of the acquiring bank recalling the amount previously received on the card account in the form of a credit and/or reversal card transaction, the cardholder is obligated to repay the resulting debt on the card account within the period established by the Agreement.

4.1.35. The Bank shall not be liable for:

- 4.1.35.1. refusal of a third party to service the card;
- 4.1.35.2. quality of goods and services purchased using the card;
- 4.1.35.3. limits, restrictions and additional rewards (interests) on the card established by a third party that may affect the interests of the Client;
- 4.1.35.4. consequences (including transactions carried out using a lost/stolen/compromised card) of the Client's untimely request to the Bank to block the lost/stolen/compromised card;
- 4.1.35.5. for the refusal of the Trade and Service Enterprise to return funds for a disputed card transaction, if this refusal was made in compliance with the requirements of the rules of payment systems;
- 4.1.35.6. situations related to failures in the operation of electronic systems that ensure the reception, processing and transmission of data on card transactions;
- 4.1.35.7. possible negative consequences of access to conduct any transactions via the Internet (including transactions via Internet resources that do not use 3D Secure technology) and MOTO, including, but not limited to, the risk of unauthorized transactions by third parties using payment card details via the Internet and MOTO;
- 4.1.35.8. settlement of disputes and disagreements between the Client, the holder of the main card, and the holders of the Client's additional cards;

- 4.1.35.9. actions and/or inactions of third parties – counterparties of the Bank, who prevented the Bank from fulfilling the terms of this Agreement, if the Bank, on its part, took all necessary measures to fulfill the terms of this Agreement;
- 4.1.35.10. consequences arising from non-compliance with this Agreement and the Rules;
- 4.1.35.11. unauthorized card transactions carried out within the limits for contactless payment transactions, as well as transactions carried out by entering a PIN code/3D Secure password, carried out by third parties;
- 4.1.35.12. losses incurred as a result of fraudulent actions related to payment for goods/services via the Internet, mail/telephone orders (MOTO), or transfers/payments via the application.
- 4.1.35.13. consequences of the Client transferring a bank payment card or means of access to third parties.
- 4.1.36. Special conditions for opening a pensioner/social benefits card: –the card is opened on the basis of an identity document; –a valid pension certificate/certificate/other document confirming the right to receive social benefits.
- 4.2. By entering into this Agreement (joining the Public Offer), the Client confirms that:
 - 4.2.1. he has fully read the Rules for using bank cards, posted on the Bank's website, and agrees to the terms of issuing a card, opening and servicing a card account, and carrying out card transactions;
 - 4.2.2. I am informed of the inadmissibility of transferring or selling a bank payment card and means of access to it to third parties, as well as of the liability provided for by the legislation of the Kyrgyz Republic for:
 - transfer or sale of the card to third parties;
 - performing financial transactions using a card on the instructions and/or in the interests of third parties;
 - using the card for the purpose of committing illegal actions.
 - 4.2.3. he has read and agrees with the Bank's right to unilaterally change and/or supplement the Rules, change and/or establish new Bank Tariffs (including the interest rate scheme and rate) with notification of this 10 (Ten) calendar days before the date of entry into force of these changes and additions, by posting printed copies of the new versions of the said documents on information boards in the Bank's branches and/or by posting their electronic versions on the Bank's website www.eldik.kg;
 - 4.2.4. fully recognizes the Rules as a fundamental and integral part of this Agreement;
 - 4.2.5. fully agrees that the extent of the Bank's liability to the Client under this Agreement is not limited and is additionally regulated by the Rules;
 - 4.2.6. did not find in this Agreement and the Rules any clauses that exclude or limit the Bank's liability for breach of obligations under this Agreement;
 - 4.2.7. does not contain other conditions that are clearly burdensome for the Client, which the Client, based on its reasonably understood interests, would not accept if the Client had the opportunity to participate in determining the terms of this Agreement.
- 4.4. Registering a card in Digital Wallets:
 - 4.4.1. The Client has the right to register the Card (create a Token) in compatible Digital Wallets supported by the Bank to conduct transactions at the Merchant and Service Enterprise and on the Internet.
 - 4.4.2. When registering a Card in the Digital Wallet, the Client is obliged to comply with the security rules established by both the Bank and the provider of the relevant service.
 - 4.4.3. Card registration in the Digital Wallet is confirmed by entering a one-time password (OTP code) sent by the Bank to the Client's trusted phone number. Entering this code constitutes the Client's consent to tokenization.
- 4.5. Responsibility and safety:
 - 4.5.1. The Client is fully responsible for the security of the mobile device, as well as for the confidentiality of passwords, biometric data (FaceID, TouchID), and access codes used to unlock the device and confirm transactions in the Digital Wallet.
 - 4.5.2. Any transaction completed using the Card Token and confirmed by the method provided by the service (biometrics, device password) is considered to have been completed by the Client and is not subject to dispute due to the absence of a physical card or PIN code.
 - 4.5.3. In the event of loss of the device or compromise of access to the Digital Wallet, the Client is obliged to immediately notify the Bank to block the Tokens or Card.

Chapter 5. Remote banking services (Mobile banking)

- 5.1. In the event that the Client submits a corresponding Application, the Bank shall provide the Client with the service of servicing it through remote banking channels via the Eldik Mobile Internet Banking systems under the terms and conditions stipulated by the Agreement.
- 5.2. Services are provided subject to the Client undergoing full identification and authentication in accordance with the procedure specified in the Agreement and the instructions posted in Eldik Mobile Internet Banking.
- 5.3. The user must take a photo of the front and back of the identity document (passport) and of themselves (selfie) with the passport.
- 5.4. Eldik Mobile Internet Banking automatically enters the passport data provided by the User by recognizing the

passport data on the back using the camera of the User's smartphone.

- 5.5. The user must complete a full series of checks, according to the instructions of Eldik Mobile Internet Banking.
- 5.6. The Bank processes applications for remote user identification within 3 minutes to 3 business days.
- 5.7. The initial login to the remote banking system, the terms and conditions for using it, the list of transactions, conditions, factors leading to the blocking of the Client's account, as well as the procedure for unblocking the account, are described in the user manual.
- 5.8. The Bank may unilaterally amend the list of terms and conditions from time to time. Information about such changes will be posted on website of the Bank: www.eldik.kg, and/or other means of public notification.
- 5.9. Payment orders, statements, and other actions performed in Eldik Mobile Internet Banking after logging in using Codes (authorization, authentication) are considered properly executed by the Client and sufficient to confirm the Client's decision to perform the action/transaction. The Client's last name, first name, and 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 digital document.
 - the identification of the person who signed the Agreement and/or digital document with a digital signature and/or identifier is carried out by comparing and determining the identity of:
 - the telephone number specified in the Client's application during his identification, with the telephone number to which the code was sent;
 - and/or a code sent to the Client's telephone number with the entered code;
 - and/or the PIN code entered for the first time when logging into Eldik Mobile Internet Banking, with the PIN code entered when logging into Eldik Mobile Internet Banking the next time.
 - one of the specified methods for identifying the Client is sufficient. The Bank may, at its discretion, use additional methods to identify the person who signed the digital document and/or performed the transaction.
 - relations regarding the use of a digital signature and/or identifier that are not regulated by the Agreement shall be governed in accordance with the legislation of the Kyrgyz Republic.
 - Eldik Mobile Internet Banking are conducted based on the Client's instructions (payment orders). An instruction for a transaction in Eldik Mobile Internet Banking is considered generated, verified, and submitted 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.
- 5.10. All payments made via Eldik Mobile Internet Banking are considered confirmed and final (unconditional and irrevocable).
- 5.11. If an amount is converted at an erroneous exchange rate due to a technical failure or other reasons, the transaction amount will be recalculated and converted at the Bank's correct exchange rate for the relevant currency. The Client is obligated to reimburse the Bank for the resulting difference within five (5) business days of receiving the Bank's request.
- 5.12. If the Agreement is concluded remotely, the Bank will perform remote identification and verification of the Client. During remote Client identification, the account transaction limits specified in Eldik Mobile Internet Banking will apply. As part of its banking services, the Bank provides the Client with the opportunity receive banking services in Bank departments and/or through channels remote banking services in Eldik Mobile Internet Banking, information about which is posted on the Bank's official website at www.eldik.kg and/or in the Bank's branches, subject to successful identification and verification in accordance with this Agreement and the Bank's internal regulatory documents.
- 5.13. The Bank reserves the right to provide the Client with access to related non-banking services (including, but not limited to, the El-Ticket ticketing service and El-Travel travel services) via Eldik Mobile Internet Banking. The use of these services may be governed by separate rules posted in the interface of the relevant service in the Bank's mobile app.
- 5.14. The Client confirms and agrees that all orders, statements and other actions performed by digital signature and/or identifier using the Bank's remote service channels, including the mobile application, Internet banking, SMS, push notifications, one-time passwords and other means of authentication, are recognized as legally significant, are performed by the Client personally and have the force of the Client's handwritten signature.
- 5.15. Digital documents, statements, notifications, and other information generated by the Bank and sent to the Client via remote service channels have legal force and may be used by the Bank and the Client as evidence in resolving disputes.
- 5.16. For the purposes of this Agreement, remote service channels shall mean the Bank's mobile application, Internet banking, as well as other service channels implemented by the Bank in the future.

Chapter 6. Rights and Obligations of the Parties

6.1. THE CLIENT HAS THE RIGHT TO:

- 6.1.1. Receive the full or partial amount of your bank deposit 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.
- 6.1.2. Upon expiration of the period specified in the Client Application Form, renew it for a new storage period with an increase or decrease in the deposit amount by signing a new *Client Application Form*.
- 6.1.3. Independently manage the funds in his account, unless otherwise provided by the current legislation of the Kyrgyz Republic and the terms of the Agreement, including making additional contributions and withdrawing part of the deposit in accordance with the terms of the Agreement.
- 6.1.4. Issue a duly executed power of attorney to another person to receive the deposit amount, interest, and carry out transactions on it.
- 6.1.5. Receive statements for your bank account;
- 6.1.6. Bequeath the deposit and valuables in the Safe in the manner established by the legislation of the Kyrgyz Republic.
- 6.1.7. 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.
- 6.1.8. Upon request, receive a statement of your Card Account for the required period by contacting the Bank or through remote banking channels.
- 6.1.9. Upon expiration of the card or for other reasons, submit an application to the Bank for reissue of the card or through remote banking channels.
- 6.1.10. Disable the SMS Notification service by contacting the Bank with a written request or through remote banking channels.
- 6.1.11. Set/change cash limits for the primary and/or additional cards in accordance with the Application, within the established limits of the Bank.
- 6.1.12. Contact the Bank with an oral or written request to block or unblock the card (primary or additional) in the manner prescribed by the Rules and the Agreement.
- 6.1.13. Contact the Bank with a claim regarding disputed transactions within 45 (forty-five) calendar days from the date of the card transaction. Otherwise, the transaction is considered confirmed, and the Bank will not accept any further claims. The Bank will, to the extent possible, make every effort to return the funds and/or conduct an investigation through all available communication channels.
- 6.1.14. If a card transaction is made in a currency different from the currency of the Card Account, the conversion and debit of funds from the Card Account is subject to the Bank's fees, as per the Bank's Tariffs, for an amount equivalent to the amount of the completed card transaction at the Bank/Payment System exchange rate at the time of transaction processing, in accordance with the Conversion Scheme for Transactions Conducted on the Bank's Official Website. By agreeing to these Terms, the Client confirms that they have read the Conversion Scheme and consents to the application of the rates specified therein.
- 6.1.15. All card transactions related to payment for goods and services at trade and service enterprises in the Kyrgyz Republic are made in national currency.
- 6.1.16. Transactions on the Cardholder's cards are carried out within the established limits, as well as within the limit of the Merchant and Service Enterprise of the Acquiring Bank.
- 6.1.17. If the Bank's Tariffs for the card provide for a minimum balance on the Card Account, the Bank blocks the amount approved in the Bank's Tariffs on the Card Account.
- 6.1.18. Amounts deposited (credited) to the Card Account are directed, regardless of the purpose of payment, to pay off the Client's debt in the following order:
 - repayment of debt on the Card account (technical overdraft, service fees, etc.);
 - replenishment of the minimum balance on the Card account to the amount stipulated by the Bank's Tariffs;
 - carrying out transactions on the Client's instructions.

6.2. THE BANK HAS THE RIGHT TO:

- 6.2.1. Provide the Bank with information about the Client, bank accounts and transactions on the Client's accounts in cases stipulated by the legislation of the Kyrgyz Republic;
- 6.2.2. Without prior notice, suspend operations on the Client's account in cases stipulated by the legislation of the Kyrgyz Republic and this Agreement;
- 6.2.3. Unilaterally terminate *the Agreement* and close the account in accordance with Chapter 10 of these terms and conditions with prior notice to the Client one calendar month in advance by any available means of communication, if:
 - the amount of funds in the Client's account will be less than the minimum amount stipulated by the Agreement;
 - there are no funds in the Client's account for more than 12 (twelve) months or no transactions have been made on the account at the Client's request;

Unilaterally terminate *the Agreement* and close the account in accordance with Chapter 10 of these terms and conditions without prior notice if:

- The Client has not submitted the relevant documents required to meet the requirements for identification and verification of the Client and the beneficial owner, as well as other measures for due diligence of the Client, and to carry out transactions on the account;
- The Client has not submitted the relevant documents required to carry out transactions on the account, confirming the economic feasibility of the transaction being carried out and the validity of the Client's actual economic activity;
- false documents were presented.
- if there are facts indicating that the Client has violated the legislation of the Kyrgyz Republic and the terms of this Agreement;
- if there is information about fraudulent transactions on the account/card account.

6.2.4. In the event of an account closure, the 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.

6.2.5. For the direct debiting, unilaterally, from any accounts opened in the name of the Client of any debt of the Client to the Bank, without receiving any additional consent (instruction, command) in any form from the Client.

6.2.6. To write off funds erroneously credited to the Client's account in an uncontested manner;

6.2.7. Change the account numbering if objective circumstances arise that entail a change in the Client's account numbering, with notification of the Client thereof.

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.

6.2.8. In the event of changes to the legislation of the Kyrgyz Republic on banking activities, request the Client to provide additional documents and information.

6.2.9. In the event of the Client's failure to appear at the end of the Safe Deposit Box rental period, send the Client a notice using any of the details (by mail to the address, by telephone, by email, SMS, WhatsApp, etc.) specified by the Client in *the Client Application/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 participation of the Client in the event of his failure to appear at the Bank within thirty calendar days from the end of the storage period.

6.2.10. Perform a unilateral opening of the safe in the manner prescribed by these Terms.

6.2.11. Connect, change, and disconnect services related to bank card servicing based on the Client's instructions received through the Bank's remote service channels, without the need for the Client to be personally present at the Bank.

6.2.12. Send notifications, messages, and other information to the Client via remote service channels, including the mobile app, SMS messages, email, and other communication methods determined by the Bank. A notification is considered received by the Client from the moment it is sent by the Bank, regardless of whether the Client has actually read it.

6.2.13. Unilaterally amend the terms of this Agreement, the Bank's Tariffs, and the Bank Card Usage Rules. Posting a new version of these documents on the Bank's official website shall be deemed proper notification to the Client. Continued use of the bank card after the amendments take effect constitutes the Client's consent to such amendments.

6.2.14. Transfer the necessary personal data of the Client to third parties - Bank Partners (air carriers, booking system operators), exclusively to the extent necessary for issuing tickets and providing the services selected by the Client within the El-Travel service, to which the Client expresses his consent.

6.2.15. Exchange encrypted data with international payment systems and third-party tokenization service providers solely for the purpose of ensuring the operability of the service and conducting transactions through the Digital Wallet, to which the Client expresses its consent.

6.2.16. Refuse to carry out a transaction on the account if the Client refuses to provide the required documents or fails to provide documents within the established timeframes confirming the legality and economic feasibility of the transaction,

6.3. THE BANK IS OBLIGED TO:

6.3.1. Open a bank account for the Client to store funds under the conditions specified in *the Client Application/Client Application*.

6.3.2. Guarantee the safety of funds and banking secrecy in accordance with the legislation of the Kyrgyz Republic.

6.3.3. Accrue interest on the deposit in the amount specified in *the Client Application/Client Application* and these Terms.

6.3.4. Pay:

- the amount of the deposit upon expiration of the deposit term in the amount and currency specified in *the Client's Application/Client's 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*;
- 6.3.5. At the Client's request, issue statements of the Client's account to the latter or his authorized representative;
- 6.3.6. Upon fulfillment of the terms of the Agreement be guided by the current legislation of the Kyrgyz Republic, regulatory documents of the National Bank of the Kyrgyz Republic.
- 6.3.7. Provide proper service to the Client regarding the use of the safe in accordance with these terms of the Agreement.
- 6.3.8. Guarantee the Client's confidentiality while viewing the contents of the safe, and maintain the confidentiality of information obtained during the provision of services, except in cases stipulated by the current legislation of the Kyrgyz Republic and the Agreement.
- 6.3.9. Be responsible for the safety and integrity of the safe, but shall not be 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.

6.4. THE CLIENT IS OBLIGED TO:

- 6.4.1. Provide the **Bank with** the documents required to open a bank account in accordance with the legislation of the Kyrgyz Republic.
- 6.4.2. Transfer to the Bank the amount specified in *the Client Application Form/Client Application* on the day of signing *the Client Application Form/Client Application*.
- 6.4.3. Notify the Bank in writing of all circumstances affecting the change or termination of the terms of the Agreement.
- 6.4.4. Return funds erroneously credited to the account within 3 (three) business days from the date of receipt of written notice from the Bank, if there are insufficient funds in the Client's account to return the erroneously credited amount or as otherwise agreed.
- 6.4.5. When fulfilling these conditions, comply with the current legislation of the Kyrgyz Republic, including the legislation on combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds and the conditions specified in this Agreement and the *Client Application/Client Application*.
- 6.4.6. **Read about the Bank's** tariffs and pay them within the established deadlines.
- 6.4.7. Provide, upon request **of the Bank**, in accordance with the legislation of the Kyrgyz Republic and the internal procedures **of the Bank**, within 3 (three) business days, any requested information, as well as documents related to **the Client's activities** and the banking operations carried out by him.
- 6.4.8. Notify the Bank in writing of any changes in passport data (your own and those of your authorized representatives), other information specified in *the Client Application Form/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 Form/Client Application*, with the mandatory submission of the relevant documents to the Bank no later than 3 (three) business days.
- 6.4.9. Ensure the safety of the safe deposit box key issued to him by the Bank.
- 6.4.10. Be responsible for placing items prohibited for storage in the safe, as specified in these Terms.
- 6.4.11. Make timely payments for Bank services in accordance with the Bank's Tariffs for the entire period of storage in the safe.
- 6.4.12. Upon expiration of the safe deposit box lease or upon early termination of the lease, vacate the safe deposit box 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.
- 6.4.13. 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.
- 6.4.14. Use the account/card account for payments, as well as for storing and accumulating funds not related to business activities.
- 6.4.15. Maintain confidentiality of your bank details and access data to remote banking services.
- 6.4.16. Do not transfer, sell, give away or otherwise make available to third parties bank payment cards, including the physical card and/or card details.
- 6.4.17. Do not disclose or transfer logins, passwords, SMS codes, biometric data and other authentication means used to log in to mobile banking, online banking and other remote services of the Bank to third parties.

Chapter 7. Bank Tariffs

- 7.1. When providing services under the Agreement, the Bank deducts commissions from the Client in accordance with the Bank's tariffs.
- 7.2. Information on the Bank's tariffs is posted on information boards at Bank branches and on the Bank's official website, www.eldik.kg. Banking services are charged according to the Tariffs in effect on the date the services are provided, regardless of when the fee is actually charged.

- 7.3. The Client instructs the Bank to debit commission amounts from his account without further acceptance as payment for services rendered.
- 7.4. Bank has the right to write off money for payments for services rendered to the client, on any of the Client's accounts with their conversion at the exchange rate of the National Bank of the Kyrgyz Republic for the relevant currency, established at the time of such conversion.
- 7.5. The Bank has the right to unilaterally change the 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 branches and on the Bank's official website at www.eldik.kg and Eldik Mobile Internet Banking.
- 7.6. The Client confirms and agrees that the Bank is not obligated to additionally inform the Client of each change in the terms of service, limits, tariffs and rules, unless otherwise expressly provided by the legislation of the Kyrgyz Republic.
- 7.7. The Client agrees that when performing deposit transactions after the change and/or introduction of new Tariffs, the fee for services provided by the Bank will be charged in the amount established by the Tariffs in effect on the day of the transactions.
- 7.8. In case of disagreement of Client with changes to the terms of the Agreement, Client has right to terminate the Agreement in order, provided by Chapter 11 of this Agreement. If, before the new version of the terms of the Banking Services Agreement comes into force, the Bank does not receive a written Application for termination of the Agreement, the Bank considers this circumstance to be an expression of the Client's consent to the amended terms.

Chapter 8. Protection of bank deposits

- 8.1. 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*".
- 8.2. 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*", with the exception of cases stipulated by the legislation of the Kyrgyz Republic.
- 8.3. The financial support for the deposit protection system is the Deposit Protection Fund, managed by the Deposit Protection Agency of the Kyrgyz Republic.
- 8.4. 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 9. Special conditions

- 9.1. Client authorizes the Bank to:
 - request for credit information/credit history/credit report about the Client from credit bureaus;
 - provision by the Bank of credit information/credit history/credit report to credit bureaus;
 - 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;
 - transfer of the necessary Client data to Sky Mobile LLC to ensure the provision of telecommunications services, joint products with the Bank, as well as participation in innovative and pilot projects, to the extent necessary for their implementation, in accordance with the legislation on personal data, implemented in all sales channels of the Bank;
 - 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 box rentals;
 - request/transfer to authorized government agencies of the Kyrgyz Republic for the implementation of procedures related to the processing and receipt by the Bank of the Client's personal data (facial image, TIN/PIN, last name, first name, patronymic, gender, date of birth, document number, date of issue, document expiration date, registration and residential address, marital status, salary, pension amount, and other personal data). This consent is valid at any time during the existence of any legal relationship with the Bank, and therefore is valid indefinitely until revoked by the Client;
 - 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, completed transactions, established limits and restrictions, etc. An audio recording of a telephone conversation between

- the Bank's Call Center and the Client is evidence of the Client's verbal request to the Call Center;
 - automatic connection to new banking services (which may be developed in the future), regardless of the type of product provided by the Bank;
 - sending messages/notifications of an informational nature and other messages to the home address, email address or mobile phone numbers, fax numbers specified by the Client in the Questionnaire or in other documents executed within the framework of this Agreement.
- 9.2. Client is obliged immediately, but not later 3 (three) working days from the moment of receipt of a statement, report all erroneous transactions on accounts, in other case, the Client bears the risk of adverse consequences associated with the payment of fines for the use of erroneously received/accrued funds,
- 9.3. Client undertakes to independently exercise due control over the transactions carried out, as well as the balance 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.
- 9.4. Client is obliged to notify the Bank of all changes in the documents submitted to the Bank for opening accounts and to submit duly certified copies of documents on the introduction of such changes, also notify about other circumstances, having meaning for fulfillment by the Parties of their obligations under the Agreement.
- 9.5. 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 email address provided by the Client to the Bank, or via SMS messages/Push notifications to a mobile phone of the Client, or other means connections.
- 9.6. If the Client is a participant in projects for the automatic crediting of funds to partners/employees/students/pensioners, etc., from one organization, referred to in the Bank as a "salary project", "pensioner card", "social payments", etc., for the crediting of funds to it with the appointment of wages, scholarships or other remuneration, or for the receipt of pensions and benefits from the Social Fund bodies, Social Development Departments, the Client hereby authorizes the Bank to provide, upon request of such an organization and/or the Social Fund bodies, Social Development Departments, any information on such an account and the movement of funds on it, as well as to return to such organizations and the Social Fund bodies, 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 the Social Fund bodies, Social Development Departments without the additional consent of the Client.
- 9.7. In case of necessity to collect taxes (fees, duties) not provided for in *the Client's Application Form/Client's Statement*, the Bank is guided by the current legislation of the Kyrgyz Republic.
- 9.8. If the Client does not receive the deposit amount on the day of signing *the Client Application Form/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 Form/Client Application*, and the date of payment of the principal amount and unpaid interest specified in *the Client Application Form/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.
- 9.9. 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 in accordance with the Certificate of Right to Inheritance.
- 9.10. If one of the heirs makes a claim for payment of their share of the principal amount and interest on it before the expiration of the deposit term, interest on the share of the deposit of all heirs shall be paid at the current rate established for demand deposits.
- 9.11. 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 of all other heirs (if any), shall be paid at the rate established in the Client's Application Form and this Agreement.
- 9.12. This Agreement shall enter into force upon signing by the Parties of *the Client's Application Form/acceptance by the Client of the Client's Application* and shall remain in effect 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 serves as the basis for writing off funds from the Client's account and closing the account.
- 9.13. The Parties have chosen the state and official languages as the languages of this Agreement. The Parties declare that they fully understand the language of this Agreement, and that the meaning and significance of both the Agreement as a whole and its individual parts are completely clear. In the event of discrepancies in the interpretation of the provisions of this Agreement, the Parties will govern by the Russian text.
- 9.14. All information transferred by the Parties to each other in connection with this Agreement, as well as financial, commercial and other information received by the Parties during the negotiations, conclusion and execution of this Agreement, is confidential information (hereinafter referred to as confidential information).
- 9.15. The transfer, publication or disclosure of confidential information to third parties is possible only with the prior written consent of the other Party, or if such disclosure is mandatory in accordance with the legislation of the Kyrgyz Republic.
- 9.16. In the event of disclosure or dissemination by either Party of confidential information of the other Party, the guilty Party will be obligated to compensate for the losses incurred by the other Party as a result of the disclosure

of such information, and will also bear liability provided for by the legislation of the Kyrgyz Republic.

- 9.17. The Client is obligated to promptly notify the Bank in writing/electronically of any changes to their personal data, place of registration/residence, postal address, email address, telephone number, and other information. Otherwise, the Client assumes the risk of not being informed of changes to the terms of the Agreement and/or the Bank's Tariffs. Unless otherwise stated by the Client, the address specified in *the Client Application/Application* will be considered the postal address. All information sent to the Client to the last address known to the Bank is considered received by the Client after the time required for the postal item to pass through has elapsed.

Chapter 10. Responsibility Parties. Settlement disputes

- 10.1. For violation of the obligations assumed under the Agreement, the Parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 10.2. 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 be understood as expenses that the Party whose right has been violated has incurred to restore its rights and interests (actual damages) in accordance with the legislation of the Kyrgyz Republic.
- 10.3. 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 (acceptance), the total amount of the debt from any of the Client's accounts opened with the Bank in any currency.
- 10.4. 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 and conditions in the event of force majeure circumstances, which include: natural disasters, fires, floods, riots, strikes, military actions, the entry into force of legislative acts, acts of government and administrative bodies that are 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 that prevent 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.
- 10.5. For all issues not resolved in this Agreement, but directly or indirectly arising from the relations of the Parties hereto, 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.
- 10.6. If, for any reason, this Agreement is invalidated, in whole or in part, or if the Agreement contains no relevant provisions, the provisions of the Bank's internal rules (both existing and those adopted in the future) regarding the relevant transactions will apply. In the absence of relevant provisions in the internal rules, the provisions of the legislation of the Kyrgyz Republic governing banking activities will apply.
- 10.7. The Parties shall endeavor to resolve any disputes that may arise during the performance of the terms of the Agreement through negotiations.
- 10.8. 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 11. Duration and procedure for termination of the Agreement

- 11.1. The Agreement shall be deemed concluded between the Parties in accordance with paragraph 2.3 of this Agreement and shall remain in effect until its termination and the closure of all accounts, term deposits, payment cards, and the release of the Safe Deposit Box in the absence of debt.
- 11.2. Amendments and additions to the terms of this Agreement will be binding on the Client from the moment they come into effect. If the Client disagrees with the amendments and additions to this Agreement, they have the right to terminate the Agreement by notifying the Bank in writing prior to their entry into force in the manner prescribed by Chapter 10 of this Agreement. If, prior to the entry into force of the new version of the Agreement, the Client fails to provide written notice of termination, the Bank shall consider this to be the Client's consent to the amended terms of the Agreement.
- 11.3. The Client has the right to terminate the Agreement, close one or more accounts, or terminate the safe deposit box lease at any time, including in the event of disagreement with changes to the terms of the Agreement and/or Tariffs, by notifying the Bank of this intention by submitting an Agreement Termination Application at the Bank's branch in the form established by the Bank. Termination of this Agreement at the Client's initiative is possible provided the Client has no outstanding obligations to the Bank.
- 11.4. The Bank has the right to suspend operations on the Client's account and/or unilaterally terminate this Agreement and close accounts 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 transactions/transactions of an unclear/questionable nature on the Client's account and failure to submit to the Bank, within the requested timeframe, documents confirming the economic feasibility of the transactions;
 - if false documents are submitted for banking transactions;
 - if there is information about the Client being included in the sanction 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 (laundering) of criminal proceeds obtained in accordance with the legislation of the Kyrgyz Republic regulating issues of combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds;
 - in the event of no transactions on the Client's bank account for 12 (twelve) months and/or a zero balance on the account, subject to consent in the Client's Application Form without prior notice;
 - in other cases stipulated by the legislation of the Kyrgyz Republic regulating issues of combating the financing of terrorist activities, legalization (laundering) of criminal proceeds and this Agreement.
- 11.5. The Parties acknowledge that in the event of termination of this Agreement, separate contracts and agreements concluded between the Bank and the Client, regulating the opening and servicing of certain types of accounts, the provision of banking services and products, shall continue to operate as independent contracts.

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