

## **Public offer for the conclusion of a Comprehensive Banking Services Agreement legal entities and individual entrepreneurs in Eldik Bank OJSC**

This Offer to conclude an Agreement on comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC (hereinafter referred to as the Offer) in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic is considered public and is an offer of Eldik Bank Open Joint-Stock Company (hereinafter referred to as the Bank) to any individual entrepreneur and legal entity (hereinafter referred to as the Client) to conclude with the Bank an Agreement on comprehensive banking services for legal entities and individual entrepreneurs in national and foreign currencies with all appendices thereto (hereinafter referred to as the "Offer" or "Rules" or "Terms" or "Agreement"), the terms of which are contained in this Offer below.

The terms of this Offer are defined by the Bank in the following forms and standard forms and may be accepted by the Client only by unconditionally agreeing to them in their entirety.

In order to establish a relationship between the Bank and the Client, receive the Bank's services (described in this Offer), and conclude an agreement between the Bank and the Client, the Client must express acceptance (consent to accept the terms of the Offer) by submitting a written application to open and maintain an account with the Bank. From the moment of conclusion of the Comprehensive Banking Services Agreement for Legal Entities and Sole Proprietorship in National and Foreign Currencies, this Offer applies to all Client accounts opened with the Bank, as well as to services provided by the Bank to the Client as part of the comprehensive banking services, unless otherwise expressly provided in a separate agreement between the Parties.

An application for opening and maintaining an account with the Bank, which signifies full and unconditional acceptance of this Offer, is an integral part of this Offer for concluding an Agreement for opening and maintaining a bank account in national and foreign currencies (hereinafter referred to as the Agreement).

The Agreement shall be deemed concluded from the moment the Client signs the Application for banking services (opening and maintaining an account) in the Bank of a legal entity/individual entrepreneur, which means full and unconditional acceptance of this Offer in accordance with Articles 399, 402 of the Civil Code of the Kyrgyz Republic, acceptance by the Client of all the terms of this Offer, posted on the Bank's website [www.eldik.kg](http://www.eldik.kg), subject to the provision by the Client of the documents required for banking services in accordance with the requirements of the legislation of the Kyrgyz Republic and the internal regulatory documents of the Bank or through a remote service, by signing with a digital signature.

The Client confirms that they have read all the terms of the Agreement and agree to the Bank providing them with the services specified therein. The Client shall and undertakes to be guided solely by the terms of this Agreement and all Appendices thereto, published on the Bank's official corporate website, [www.eldik.kg](http://www.eldik.kg). The Client assumes all rights and obligations provided for in this Agreement, including any and all amendments and additions made thereto.

*Acceptance of the Offer by the Client means consent to the collection and processing of his personal data and the sending of notifications regarding the collection and processing of personal data received by the Bank as part of any information, as well as without time limitation and by any available legal means.*

*The Client is hereby informed of the inadmissibility of selling/transferring to third parties (including providing as collateral) a bank payment card, logins and passwords for access to a bank payment card, Logins, passwords, any codes for the mobile application, and other remote access to the Client's accounts. The Client is hereby warned of the cardholder's liability under the laws of the Kyrgyz Republic for transferring or selling the card to third parties, including for conducting financial transactions using the card at the direction and in the interests of third parties for the purpose of committing illegal actions. The Client is hereby informed of and undertakes to comply with the Information Security Recommendations (Appendix 13 to these Terms).*

*By entering into this Agreement, the Client confirms that he is the legal owner of the funds or provides information about their true owner, and that the source of funds received into his Account is legal.*

*The Bank has the right to unilaterally block any client accounts (including card accounts) in the event of suspicion or fact of sale/transfer to third parties (including provision as collateral) of a bank payment card, logins and passwords for access to a bank payment card, logins and passwords, any codes to a mobile application and other remote access to the Client's accounts, in the manner, for the period and for the purposes stipulated by the legislation of the Kyrgyz Republic and the internal regulatory documents of the Bank.*

## 1. TERMS AND DEFINITIONS

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

**Client** – a legal entity or individual entrepreneur who has joined this Offer.

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

**Internet banking** is a system for remotely managing clients' bank accounts via the internet. Internet banking payments are made using publicly available internet channels.

**Personal data** is digital data containing information of a personal nature.

**Processing** is 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.

**Personal identification number (PIN)** is an individual number assigned by an authorized government agency to citizens of the Kyrgyz Republic, foreign citizens and stateless persons once and retained by these persons throughout their lives.

**An automated decision** is a decision made on the basis of digital data in such a way that the results of processing digital data are formed and used to create, modify or terminate legal relations without human intervention.

**Taxpayer Identification Number (TIN)** is a unique digital code on the basis of which registration and tax accounting of taxpayers of the Kyrgyz Republic are carried out;

**Unified Identification System** – Unified Identification System. Trusted Number – the mobile phone number provided by the Client when registering in the mobile app to receive services.

**Mobile application** - software for a mobile device (smartphone, tablet), running on the Android and iOS platforms, designed to provide Users with the opportunity to receive available services via mobile devices and the Internet.

**Remote banking services** – the Bank's provision of the opportunity for the Client to carry out banking transactions without visiting a Bank branch through the Bank's systems.

**Application (acceptance of the offer)** – an application submitted to the Bank by the Client for opening and maintaining an account, including through Internet banking, signed by the Client in the form approved by the Bank, which is also an Acceptance of this Offer.

**Code word** - a secret word required to identify the Account owner when contacting the Bank by telephone or through another official communication channel of the Bank.

**Account** – a bank account opened for the Client based on the Client's application and the Client's acceptance of this offer.

**A card account (card account)** is a settlement account that can be managed using a bank payment card or remote service channels.

**A bank payment card (card)** is a payment instrument used for making payments when purchasing goods and services, receiving cash in national and foreign currencies, making money transfers, as well as for payments in the form of electronic money through terminals, ATMs or other devices (peripherals).

**A bank deposit (Deposit)** is cash in national or foreign currency placed by both legal entities and individual entrepreneurs in a bank for the purpose of storage and receipt of income for a period either until demand or until the occurrence (non-occurrence) of a circumstance (event) specified in the concluded agreement.

**A settlement (current) account** is an account intended for storing funds and making current payments, including payments using bank payment cards made by legal entities and individual entrepreneurs (receipts, payments, mutual payments with other individuals or legal entities, transfers to other financial and credit institutions) under a bank account agreement.

**Authorization** is a mechanism/process for establishing and confirming that an individual, whom the Client/Customer identifies as himself, is acting on behalf of the User.

**Password** – a unique sequence of characters intended to authenticate the Client or his/her authority.

**Login** – a unique electronic name/identifier used to authenticate the Client. For individual entrepreneurs, the Client's login is their personal identification number as a citizen of the Kyrgyz Republic, and for other legal entities, it is a unique electronic name/identifier used to authenticate the Client.

**Authorized Person** – a person authorized by the Client in accordance with the procedure established by law, who has the right to manage the Client's accounts, dispose of funds in these accounts on behalf of the Client, perform transactions on the Client's account, receive information on the balances on the Client's accounts, and also receive statements on the movement of funds on the Client's accounts.

**Confidential information** - any information (data) received, transmitted and used by the Bank, the Client/the Client's authorized representative during the use of remote banking services, including information constituting a banking secret.

**A private (secret) signature key** is a key intended for generating an electronic digital signature of electronic documents.

**Unauthorized access** is access to information closed to public access by persons who do not have permission to do so, as well as access to information by a person who has the right to access this information in an amount exceeding that necessary for the performance of official duties.

**Key information carrier** – a specialized key information carrier (eToken) on which electronic keys intended for protecting electronic interactions are stored.

**A public signature key** is automatically generated when a private signature key is created and is uniquely dependent on it. A public key is used to verify the validity of an electronic digital signature and to encrypt an electronic document. A public key is considered to belong to a participant in electronic transactions if it has been certified (registered) in accordance with the established procedure.

**Certificate** – a means of cryptographic protection and identification of the Bank's client when performing transactions in the Internet Banking System.

**An electronic document** is documented information presented in electronic form and having the appropriate details for verification of authenticity, suitable for transmission over information and telecommunication networks and processing in information systems.

**An electronic payment document** is a type of payment document prepared in electronic form, containing the necessary information for making payments and certified by an electronic digital signature.

**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.

**Tariffs** – the fee rate established and charged by the Bank for services provided. Current Tariffs are communicated to the Client by posting information on [the website www.eldik.kg](http://www.eldik.kg).

**OTP (one-time password)** - a confirmation code sent to the Trusted Number and is used as an analogue of the User's handwritten signature/simple electronic signature.

**Cloud digital signature** – cloud digital signature.

**The Tunduk interdepartmental electronic interaction system** is an information technology and organizational environment that ensures secure and evidentiary exchange of information (documents) in the implementation of electronic governance, including the provision of electronic state and municipal services and the performance of state and municipal functions.

**An identifier** is any information, including a code, cipher, number, 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.

**Personal information** is information (regardless of its veracity) about an individual who can be identified either on the basis of that information or on the basis of that information in combination with other information to which the owner of the records has access or can obtain it.

**Digital signature tools are encryption** (cryptographic) tools used to implement at least one of the following functions: creating a digital signature, verifying a digital signature, creating digital signature keys and digital signature verification keys.

**A transaction** is an operation using a card and other remote service tools (for example, purchasing goods, services, transferring funds, exchanging currencies, or receiving cash), which results in a change in the balance of funds in the cardholder's account.

**A special tax regime** is a taxation system that applies a special procedure for determining the composition of taxes and their elements in lieu of general national taxes and/or exempts individuals from the obligation to pay certain general national and local taxes in accordance with this Code. A special tax regime also includes the transaction tax, in accordance with the current legislation of the Kyrgyz Republic.

## 1. SUBJECT OF THE AGREEMENT.

This Offer defines the procedure and conditions for providing the Client with comprehensive banking services for opening bank accounts, issuing a bank payment card, connecting remote banking services and other services of the Bank provided for in this Offer.

The terms of interaction between the Parties for each Bank service available to the Client are defined in the relevant appendices to this Offer, namely:

Appendix 1: Rules for settlement and cash services for legal entities and individual entrepreneurs;

Appendix 2: Rules for the provision of services through the El-Tolom Internet banking system;

Appendix 3: Rules for servicing the Client by the Bank for issuing payment cards within the framework of the salary project;

Appendix 4: Rules for the provision and use of remote banking services through the Internet Banking system;

Appendix 5: Rules for using Ishker mobile application system;

Appendix 6: Rules for issuing and servicing business cards of Eldik Bank OJSC;

Appendix 7: Rules for the provision of services for payment cards of Eldik Bank OJSC;

Appendix 8: Rules for connecting and using the "My Business" service (Merchant acquiring);

Appendix 9: Rules for opening and maintaining a savings account for legal entities;

Appendix 10: Rules for opening and maintaining a fixed-term deposit account in national/foreign currency for legal entities and individual entrepreneurs;

Appendix 11: Rules for opening and maintaining a fixed-term bank deposit in national/foreign currency for legal entities with the right to replenish the principal amount;

Appendix 12: Payment Schedule;

Appendix 13: Application for changes to the parameters of the Internet banking system;

Appendix 14: Recommendations on information security for the Client when working in the Internet banking system;

Appendix 15: Application for a visit by a Bank specialist;

Appendix 16: List of Client employees for opening card accounts within the framework of the salary project;

Appendix 17: List of employees for transfer of wages (Statement);

Appendix 18: Application (for Consent/Withdrawal) of the subject for the collection and processing

of his personal data, as well as information constituting a tax secret;

Appendix 19: Application for banking services (opening an account) in Eldik Bank OJSC for a legal entity/individual entrepreneur;

Appendix 20: Conversion scheme when carrying out a transaction in a currency other than the account card currency.

Accession to the Offer is accomplished by submitting to the Bank a signed Application by the Client or their authorized representative, along with a full set of required documents, as listed on the Bank's official website [www.eldik.kg](http://www.eldik.kg). The relevant fees and charges are paid, which constitutes acceptance of this Offer by the Bank from the Client.

The personal data of the Client (their representatives) is processed indefinitely, by any legal means, including in personal data information systems, with or without the use of automated tools. The Bank processes the Client's personal data solely for the purposes of fulfilling this Agreement, complying with the requirements of the legislation of the Kyrgyz Republic, and the Bank's internal procedures, to the extent necessary to achieve these goals.

## **2. GENERAL RIGHTS AND RESPONSIBILITIES OF THE PARTIES:**

### **2.1. THE CLIENT IS OBLIGED TO:**

- 2.1.1. Provide the Bank with all necessary documents for opening and maintaining an account, as well as for subsequent transactions, executed in accordance with the requirements of the current legislation of the Kyrgyz Republic and banking regulations. All documents provided by the Client must be valid on the date they are submitted to the Bank.
- 2.1.2. Comply with the current legislation of the Kyrgyz Republic and regulatory documents that are legally binding on banks, legal entities, and individuals engaged in individual entrepreneurial activities, regarding settlement services, non-cash payments, and cash transactions.
- 2.1.3. Do not use accounts opened with the Bank for any purposes prohibited by applicable law, including the requirements of legislation on combating the financing of criminal activity and the legalization (laundering) of criminal proceeds.
- 2.1.4. If the client is a US tax resident, notify the Bank in writing and complete the appropriate form with consent to transfer information about the Client to the US tax authorities.
- 2.1.5. In case of need to receive cash in the amount of more than 1,000,000 (one million) soms (or an equivalent amount in any other currency), notify the Bank no later than two working days before the expected date of receipt.
- 2.1.6. Inform the Bank of any erroneously executed account transactions before they are considered confirmed. Account statements are considered confirmed if the Client does not provide comments within three banking days of receiving the statement. If the Bank determines that funds have been erroneously credited to the Client's account, the Client grants the Bank the right to debit the erroneously credited amounts from any account opened with the Bank in their name without further authorization.
- 2.1.7. Send instructions to the Bank to carry out transactions on the account only within the limits of the balance of funds in your account.
- 2.1.8. Pay the cost of the Bank's services for servicing the account, in accordance with these terms of the Offer and the Tariffs in effect on the date of the transaction.
- 2.1.9. Within ten days, notify the Bank of any changes to its constituent documents, licenses, and other necessary documents, as well as notify in writing in the event of changes to personal data, including changes to address, telephone numbers, email address, etc., and provide copies of the relevant documents.
- 2.1.10. Provide, upon request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within three days any requested information, as well as

documents related to the Client's activities and the banking operations carried out by him.

- 2.1.11. The Client undertakes to ensure the confidentiality of the Code Word and bears the risk of its use by third parties.
- 2.1.12. The Client undertakes not to sell/transfer to third parties (including providing as collateral) the bank payment card, logins and passwords for access to the bank payment card, and is aware of the liability of the cardholder in accordance with the legislation of the Kyrgyz Republic for the transfer or sale of the card to third parties, including for the implementation of financial transactions using the card on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 2.1.13. The Client undertakes to be responsible for the transfer or sale of the card to third parties (including providing it as collateral), including for carrying out financial transactions using the card on the instructions and in the interests of third parties. for the purpose of committing illegal acts.
- 2.1.14. When applying the special tax regime "Transaction Tax," the Client undertakes to comply with the tax legislation of the Kyrgyz Republic, including filing an application for the application of this regime with the tax authorities at the place of tax registration within the established timeframe, and is responsible for fulfilling these requirements. The Bank does not monitor the Client's compliance with these obligations.

## **2.2.THE CLIENT HAS THE RIGHT TO:**

- 2.2.1. Independently manage funds in your account within the limits of the account balance and in the manner prescribed by the current legislation of the Kyrgyz Republic and these Terms.

## **2.3.THE BANK IS OBLIGED TO:**

- 2.3.1. Open, maintain, and service the Client's accounts in national and foreign currencies based on their application in accordance with this Offer, the regulatory legal acts of the National Bank of the Kyrgyz Republic, and the Bank's internal regulations, subject to the Client's compliance with the Bank's requirements for the provision of necessary documents. Comply with the current legislation of the Kyrgyz Republic and regulations binding on banks and legal entities engaged in settlements, regarding settlement services, non-cash payments, and cash transactions.
- 2.3.2. Notify the Client about changes in interest rates on Bank products, the cost of services and the terms of service provision, at least 10 (ten) banking days before the changes come into effect by posting information on the Bank's [official website www.eldik.kg](http://www.eldik.kg).
- 2.3.3. Credit to the account all monetary amounts received both from the account holder and from third parties.
- 2.3.4. Carry out settlements based on documents accepted for payment from the Client within strictly operational hours in accordance with the terms of this Agreement, and conduct them on the same business day, subject to the Client's compliance with paragraph **Ошибка! Источник ссылки не найден.Ошибка! Источник ссылки не найден**.of this Offer.
- 2.3.5. Issue cash to the Client upon his request in the manner established by the current legislation of the Kyrgyz Republic and these Terms.
- 2.3.6. Provide consultation to the Client on matters of the legislation of the Kyrgyz Republic on settlements, banking technology, document flow rules and other issues related to settlement and cash services within the limits of their authority and competence.
- 2.3.7. Ensure confidentiality and maintain commercial secrets regarding transactions carried out on the Client's account within the framework of the legislation of the Kyrgyz Republic.
- 2.3.8. The Bank, as a tax agent, withholds and transfers tax on Client transactions, in the cases and according to the procedure stipulated by the legislation of the Kyrgyz Republic, by directly deducting and writing off the tax amount from the transaction amount for the redirection of funds received from or on behalf of a foreign entity, at the rate established by the tax legislation of the Kyrgyz Republic. The tax is withheld from the transaction amount, in national currency, at the

official exchange rate of the National Bank of the Kyrgyz Republic on the date of withholding and transfer.

- 2.3.9. The Bank undertakes to ensure timely notification of the Client about the implementation of scheduled technical work, as well as about the occurrence of technical failures affecting the availability and/or functioning of remote banking service systems, by posting notifications in the remote banking service systems, on the official website of the Bank and/or through other communication channels, including through social networks.

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

- 2.4.1. Leave the Client's payment documents unexecuted if there are insufficient funds in the account, as well as in the event of incorrect execution of payment documents, incorrect payment details and/or failure to provide documents requested by the Bank (agreements, invoices and other documents confirming payments) within the framework of the current legislation of the Kyrgyz Republic.
- 2.4.2. Return the payment document to the Client, stating the reasons for the return, if, prior to the acceptance of the payment document by the Bank, one of the grounds for refusing to execute it is discovered in accordance with the requirements of the banking legislation of the Kyrgyz Republic.
- 2.4.3. Debit the Client's account for the cost of services rendered from any of the Client's other accounts without further authorization, unless the Client makes payment voluntarily. However, if the Bank is unable to collect the cost of services rendered from the Client's account (due to the absence or insufficiency of funds in the account), the Bank reserves the right to unilaterally close the Client's account by providing one calendar month's notice.
- 2.4.4. Changes to the Tariffs for services rendered will be made to the Client by posting a notice on the Bank's information boards and on the Bank's corporate website, located at [www.eldik.kg](http://www.eldik.kg), later than 10 (ten) banking days prior to the introduction of the new tariffs. If the Client disagrees with the application of the new Tariffs, they have the right to unilaterally terminate the Agreement.
- 2.4.5. Without prior notice, suspend operations on the Client's account or unilaterally terminate the agreement with one calendar month's notice to the Client and close the account if the Client fails to provide the Bank with the requested information within the specified time period, as well as in other cases stipulated by the legislation of the Kyrgyz Republic.
- 2.4.6. If the Client's intention to conduct monetary transactions with the account for illegal purposes is detected, the transactions shall be suspended until the situation is clarified.
- 2.4.7. Unilaterally refuse the client settlement and cash services in the event of refusal to provide data to the US tax authorities, within the framework of the FATCA law, close the client's Account within 5 (five) days from the date of refusal by the Bank to provide data to the US tax authorities, within the framework of the FATCA law, and also close the client's Account in the event of knowingly providing false information.
- 2.4.8. Unilaterally close the Client's account by providing one month's notice if there are no funds in the account for 12 months or if no transactions have been made on the account for 12 months. The remaining funds will be credited to the internal bank account. Upon the Client's request, the remaining funds will be paid in accordance with the Bank's established procedure or transferred to another account, as per the Client's written instruction, within five (5) business days.
- 2.4.9. Provide the Bank with information about the Client, the Client's activities and the banking operations carried out by him in cases stipulated by the legislation of the Kyrgyz Republic, as well as within the framework of the Bank's fulfillment of its obligations.
- 2.4.10. Change the account numbering in the event of a change in the Client's organizational and legal form, as well as other objective circumstances that entail a change in the Client's account numbering, with written notification of the Client thereof.

- 2.4.11. To make changes to the terms of service and the Agreement in connection with changes in the Bank's internal regulatory documents and the current legislation of the Kyrgyz Republic.
- 2.4.12. When opening a second or subsequent account, request from the Client the documents necessary to update the information about the Client previously provided and contained in the Client's legal file, in accordance with the legislation of the Kyrgyz Republic and the Bank's internal procedures.
- 2.4.13. In cases stipulated by the tax legislation of the Kyrgyz Republic, act as a tax agent for withholding and transferring transaction taxes. If transactions on the Client's bank account contain characteristics of a transaction in accordance with paragraph 57 of Part 2 of Article 4 of the Tax Code of the Kyrgyz Republic, the Bank, as a tax agent, withholds and pays the tax amount in accordance with the procedure established by the tax legislation of the Kyrgyz Republic.
- 2.4.14. Request from the Client confirmation of the application of the special tax regime "Transaction Tax" and/or information necessary for the performance of the functions of a tax agent.
- 2.4.15. Submit information to the authorized tax authority regarding the need to register the Client as a taxpayer under a special tax regime—transaction tax.
- 2.4.16. Suspend the execution of individual transactions of the Client in cases where non-compliance with the declared special tax regime is detected, or if the Bank does not have the necessary information to comply with the requirements of tax legislation.
- 2.4.17. In the event of changes to the legislation of the Kyrgyz Republic on banking activities, request the Client to provide additional documents regulating the Client's activities.
- 2.4.18. In the event of a Client's remote request (including by telephone), the Bank has the right to provide the Client with account information, subject to the Client completing the verification procedure using the Code Word. If the Bank has doubts regarding the Client's identity, the Bank has the right to request from the Client other information stipulated by these Terms and/or related to the Client. The Bank shall not be liable for damages caused to the Client as a result of providing information to third parties who received such information through the use of the Client's Code Word, provided the Bank acted in accordance with these Terms.
- 2.4.19. In the event of impossibility of withholding and/or writing off the amount of tax required to be withheld and written off (in relation to each transaction), the Bank has the right to unilaterally and without acceptance withhold and write off the corresponding (including the missing) amount of tax from any of the Client's accounts opened with the Bank in his name.
- 2.4.20. If there are insufficient or unavailable funds in the Client's account to withhold and debit the tax amount, the Bank reserves the right to refuse the Client's request to complete a transaction subject to a special tax regime. The Bank also reserves the right to recover the transaction tax amount, as well as any applicable fine, through legal action.
- 2.4.21. Block incoming funds without crediting them to the client's account if the Bank suspects illegal transactions.
- 2.4.22. Refund funds if the recipient's details are incorrect or incomplete.

### **3. LIABILITY OF THE PARTIES.**

- 3.1. For violation of the obligations assumed under the agreement, the Parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 3.2. The Bank shall not be liable to the Client for any possible delays, losses or other consequences associated with the delay or loss of funds, unless this occurred through the fault of the Bank, also in the following cases, but not limited to: through the fault of the correspondent bank and/or through the fault of the Client who indicated incorrect recipient details (including the details of the recipient bank) or in connection with the occurrence of force majeure circumstances.
- 3.3. The Bank is not responsible for delays, returns, denials of transactions, blocking of transfers, or other consequences caused by the actions or decisions of correspondent banks, subagents, other financial

intermediaries, or authorized bodies of foreign states, including the application of economic, trade, or financial sanctions and restrictions, unless such consequences arise through no fault of the Bank. The Bank is not responsible for the actions (inactions), errors, or omissions of correspondent banks, subagents, or other third parties involved in payment execution, including cases of their withholding fees from the transfer amount, refusal to execute a payment, or refund of funds. The Client confirms that they are aware of the possibility of correspondent banks and other settlement participants applying their own rules, tariffs, and procedures, including the right to refuse transactions and withhold fees, and agrees to this. The Bank has the right to comply with the mandatory requirements of correspondent banks and other settlement participants, including restrictions on the conduct of transactions, provided that such requirements do not contradict the legislation of the Kyrgyz Republic and applicable regulations.

- 3.4. The Bank shall not be liable for the consequences associated with the Client's incorrect choice of tax regime or the Client's failure to comply with the requirements of the tax legislation of the Kyrgyz Republic.
- 3.5. The Bank shall not be liable for any losses or damages caused to the Client by the actions of state and other authorities as a result of the imposition of a seizure or other restriction on the disposal of the Client's funds.
- 3.6. The Client is responsible for the transfer of the Code Word or access to it by unauthorized persons, as well as for the disclosure of other information necessary for managing the account and making transactions on it.
- 3.7. 30% withholding from the Client's international payment by the US tax authorities under the FATCA law.
- 3.8. The Parties shall be released from liability for failure to perform or improper performance of their obligations 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.
- 3.9. Both Parties must, within 2 (two) banking days, notify each other in writing of the onset of force majeure circumstances that prevent the fulfillment of obligations under this Offer, and also make every effort to promptly eliminate the consequences of force majeure circumstances.
- 3.10. The party referring to force majeure circumstances is obliged to provide a document from a competent government agency to confirm them.

#### **4. GENERAL REGULATION OF RELATIONS BETWEEN THE PARTIES.**

- 4.1. In the event that the Bank receives documents regarding the Client's accounts, including documents regarding the seizure of an account or other measures that may be applied to the Client's accounts and/or funds, in accordance with the current legislation of the Kyrgyz Republic, the Bank blocks work with the accounts until the restrictions are completely lifted.
- 4.2. The Client is responsible in accordance with the legislation of the Kyrgyz Republic for the transfer or sale to third parties of remote/remote service systems, logins and passwords for access to remote/remote service systems, including for the implementation of financial transactions using remote/remote service systems on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 4.3. The Client undertakes to pay for the Bank's services in accordance with their volume and applicable tariffs, undertakes to comply with the terms and requirements of this Offer, undertakes to monitor and comply with changes in the Bank's tariffs and this Offer on the [Bank's website www.eldik.kg](http://www.eldik.kg).
- 4.4. The Parties acknowledge that the Bank's data on services/transactions using the System on electronic media constitute evidence in dispute resolution.
- 4.5. In the event that the legislation of the Kyrgyz Republic or regulatory legal acts of the Kyrgyz Republic

currently or subsequently come into force, or their application by authorized bodies changes, or both occur, which may make it unacceptable for the Bank to continue providing services to the Client, the Bank will notify the Client of this in any convenient way.

4.6. All disputes and disagreements arising from the execution of this Agreement shall be resolved by the Parties through negotiations. If the Parties fail to reach an agreement, they shall appeal to the courts in accordance with the procedure established by the legislation of the Kyrgyz Republic.

## **5. VALIDITY OF THE AGREEMENT AND THE PROCEDURE FOR MAKING AMENDMENTS AND ITS TERMINATION.**

5.1. The terms and conditions described in this Offer are binding on the Parties from the moment the Client signs the Application for opening an account, which is regarded by the Parties as the Client's accession to this Offer and unconditional consent and acceptance thereof for the entire period of servicing the Client's account with the Bank.

5.2. These Terms and Conditions are of unlimited duration and are binding on the Parties for the entire duration of the existence of the accounts opened in the name of the Client with the Bank.

5.3. The Client's ignorance of changes and additions to the Bank's current tariffs and service procedures, posted on the Bank's website: [www.eldik.kg](http://www.eldik.kg), does not relieve the Client from liability arising from failure to fulfill or improper fulfillment of obligations to pay the relevant amounts in accordance with the Bank's Tariffs in effect at the time of the transaction.

5.4. Closing of accounts, as well as termination of this Agreement, at the initiative of the Client, is carried out on the basis of a written application from the Client after full settlement with the Bank, submitted to the Bank, and entails the automatic disconnection of the Client from Internet banking.

5.5. The closure of accounts, as well as the termination of this Agreement, at the initiative of the Bank, is carried out on the basis of a written notice from the Bank to the Client, sent to the last address known to the Bank.

5.6. The Bank has the right to close the Client's Account and terminate this Agreement without observing the period specified in paragraph 5.3.7 of Appendix 1 of this Offer, in cases stipulated by the legislation of the Kyrgyz Republic, as well as in the event of the application of any government regulation measures in relation to the Client.

5.7. The Bank has the right to unilaterally terminate this Agreement and close the Client's Accounts, notifying the Client in writing at least one month prior to the date of closing the Accounts, in the following cases:

- failure by the Client to provide documents and/or information required to conduct due diligence (KYC), including identification and verification of the Client and the beneficial owner, as well as other measures provided for by the legislation of the Kyrgyz Republic in the field of combating money laundering and the financing of terrorism;
- failure to provide documents required to carry out transactions on the account, including documents confirming the economic feasibility of the transactions and the actual implementation of business activities by the Client;
- the Client carries out operations (transactions) that have suspicious characteristics in accordance with the legislation of the Kyrgyz Republic, or the Bank has information about the Client's participation in the legalization (laundering) of proceeds from crime and/or the financing of criminal activities;
- provision by the Client of inaccurate, false or invalid documents;
- absence of transactions on the Client's account for one year;
- in other cases provided for by the legislation of the Kyrgyz Republic.

5.8. The remaining funds on all client accounts closed by the Bank unilaterally are issued to the Client in accordance with the established procedure of the Bank.

5.9. To close an account, the Client submits an account closure application signed by the Client's authorized representative, confirming the balance and indicating the transfer details. The Bank will release the remaining funds in the Client's account to the Client or, upon the Client's written

instruction, transfer them to another account no later than five (5) business days.

**6. OTHER CONDITIONS.**

- 6.1. This Offer is drawn up in two languages (Kyrgyz and Russian) and can be independently read by the Client at his choice by familiarizing himself with the text of the Offer posted on the official website [of the Bank www.eldik.kg](http://www.eldik.kg).
- 6.2. All amendments and additions to this Offer shall be made by the Bank unilaterally, and the Client will be notified thereof within a reasonable time by posting a corresponding informational notice on the Bank's official website. In cases requiring bilateral approval, such amendments and additions shall be formalized in writing by means of an additional agreement, which shall constitute an integral part of this Agreement.

**The following Rules are an integral part of the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC and describe the terms of cooperation between the parties for the services separately specified therein.**

*Appendix 1 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

## **Rules for settlement and cash services for legal entities and individual entrepreneurs**

### **1. Subject of the rules**

- 1.1. This section defines the procedure for opening and closing accounts, as well as the terms and conditions for the provision of settlement and cash services by the Bank to Clients. Settlement and cash services to Clients are provided in accordance with the legislation of the Kyrgyz Republic, the regulations of the National Bank of the Kyrgyz Republic, and the Bank's internal regulations.
- 1.2. The Bank opens an account for the Client upon the Client's written request, subject to the provision of the Bank with the documents required for opening and maintaining the account. A list of these documents is posted on the Bank's official website, [www.eldik.kg](http://www.eldik.kg). During the term of the Agreement, the Bank opens additional bank accounts for the Client upon the Client's written request. The number of accounts opened by the Bank for the Client under the Agreement is unlimited, unless otherwise expressly provided by the legislation of the Kyrgyz Republic.
- 1.3. The Bank carries out transactions on the Client's accounts on a reimbursable basis in accordance with the Bank's Tariffs and the terms of the Agreement.

### **2. General Provisions**

- 2.1. The Bank provides settlement and cash services to individuals authorized by the Client to perform account transactions, whose signatures are included on the signature card, with the exception of sole proprietors operating without a seal. The authority to sign account transactions granted to these individuals is considered valid until the Bank receives written notice from the Client of the change or revocation of this authority.
- 2.2. The identity of the Client and their authorized representative is verified by visual comparison of the seal imprint (if any) and signature samples, as well as by visual inspection of the identity document. The Bank shall not be liable for any consequences arising from similar or falsified signatures that are indistinguishable upon visual comparison and inspection.
- 2.3. All payments and account transactions are processed in the currency in which the account is opened. When making payments on an account in a currency other than the account's currency, the currency is converted at the exchange rate set by the Bank.
- 2.4. Cash withdrawals from the Client's accounts are made using a cash disbursement order (only for Clients who are sole proprietors), as well as upon presentation of checkbooks to the Bank, whereby the Client agrees to the following conditions:
  - 2.4.1. The check will be written out on specially printed checkbooks provided to the Client by the Bank.
  - 2.4.2. The Client will use checkbooks, filling them out in accordance with the Bank's requirements and other internal rules and instructions regarding this type of service. The Bank is not obligated to accept or pay checks that do not meet all necessary requirements.
  - 2.4.3. In case of loss or theft of checks, the Client must immediately notify the Bank in writing.

### **3. Time for acceptance of payment documents by the Bank**

- 3.1. Client services are provided in accordance with the Bank's operating hours and during strictly defined times (operating hours). Bank operating hours may change due to technical or other reasons, as well as holidays.
- 3.2. The following time is considered to be the operating time (Bishkek time):
  - 3.2.1. Batch Clearing System from 8:30 to 11:00
  - 3.2.2. Gross payment system from 8:30 to 15:00
  - 3.2.3. Payments in foreign currency:
    - Tenge (KZT) from 8:30 to 14:00
    - Russian ruble (RUB) from 8:30 to 15:00
    - US Dollar (USD) from 9:00 to 16:00
    - Euro (EUR) from 9:00 to 16:00
    - Chinese yuan from 9:00 to 15:30
    - British pounds sterling from 9:00 to 15:30
  - 3.2.4. Conversion operations from 8:30 to 15:30
  - 3.2.5. Internal bank payments from 8:30 to 16:00
- 3.3. Payment documents received by the Bank in accordance with paragraph **Ошибка! Источник ссылки не найден.** of this section are executed on the current business day.
- 3.4. Confirmations for payments in foreign currency are issued as transactions are completed no later than the next business day after the transactions are completed, subject to the Client's request.

#### **4. The procedure for payments for services provided by the Bank.**

- 4.1. The Bank provides the Client with settlement and cash services, depending on the type of transaction, for a fee in accordance with the Bank's current Tariffs, unless otherwise provided in the Agreement. The Client pays for the Bank's services at the Bank's current Tariffs. If the Tariffs include a fee for opening/restoring an account, the Client pays for the account opening/restoration service in accordance with the Bank's Tariffs.
- 4.2. The cost of the Bank's services is paid by the Client in the amount and under the terms stipulated by the Bank's current Tariffs when performing a transaction (Tariffs are posted on the Bank's official website).
- 4.3. The Bank does not accrue or pay interest to the Client for the use of funds in the account, unless otherwise provided in additional agreements to the Agreement.
- 4.4. The Client authorizes the Bank to debit funds from his account without acceptance, in cases where the Client fails to independently pay the commission fee for services rendered by the Bank (including unpaid and withheld amounts for previous periods), as well as to debit funds in the event of non-return of funds erroneously credited to his account, or within one banking day from the date of receipt of written notice from the Bank.

#### **5. Rights and obligations of the parties**

##### **5.1. THE CLIENT IS OBLIGED TO:**

- 5.1.1. Submit to the Bank documents required to open an account, according to the established list (the list is posted on the Bank's official website).
- 5.1.2. Comply with the current legislation of the Kyrgyz Republic and regulations that are legally binding on banks and legal entities carrying out settlements, regarding settlement services, non-cash payments and cash transactions.
- 5.1.3. Do not use accounts opened with the Bank to engage in illegal activities.
- 5.1.4. Notify the Bank by any available means no later than two business days in advance of the need to receive cash in the amount of more than 1,000,000 (one million) soms (or an equivalent amount in any other currency), indicating the currency of receipt.
- 5.1.5. Inform the Bank of any erroneous account transactions. Account statements are considered confirmed if the Client does not provide comments within three banking days of receiving the statement. If the Bank determines that funds have been erroneously credited to the Client's account,

the Client grants the Bank the right to debit the erroneously credited amounts from the account without further authorization.

- 5.1.6. Within ten days, notify the Bank of any changes in its constituent documents, licenses and provide copies of the relevant documents, inform the Bank of any changes in the legal address and/or telephone number.
- 5.1.7. Provide, upon request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within three working days, any requested information, as well as documents related to the Client's activities and the banking operations carried out by him.
- 5.1.8. Grant the right to the Bank to write off funds erroneously credited to the Client's account without any dispute if the Client has not returned them independently within one banking day from the date of receipt of written notice from the Bank.
- 5.1.9. When applying the special tax regime "Transaction Tax," the Client undertakes to conduct only transaction-related activities and to comply with the tax legislation of the Kyrgyz Republic, including filing an application for the application of this regime with the tax authorities at the place of tax registration within the established timeframes. The Bank does not monitor the Client's compliance with these obligations.

## **5.2. THE BANK IS OBLIGED TO:**

- 5.2.1. Open accounts for the Client in national and foreign currencies on the basis of his application for opening an account and the documents attached thereto, submitted by the Client in accordance with the list determined by the Bank in accordance with the legislation of the Kyrgyz Republic, the National Bank of the Kyrgyz Republic and the internal regulatory documents of the Bank.
- 5.2.2. Comply with the current legislation of the Kyrgyz Republic and regulatory legal acts that are binding on banks and legal entities carrying out settlements, on issues of settlement services, non-cash payments and cash transactions.
- 5.2.3. Credit to the account all monetary amounts received both from the account owner and from third parties.
- 5.2.4. Carry out settlements on documents accepted for payment from the Client within strictly operational hours in accordance with the terms of this Agreement and carry them out on the same operational day, subject to the Client's compliance with paragraph **Ошибка! Источник ссылки не найден.Ошибка! Источник ссылки не найден.** of this Agreement.
- 5.2.5. Issue cash to the Client upon his request in accordance with the procedure established by the current legislation of the Kyrgyz Republic and this Agreement.
- 5.2.6. Issue statements to the Client on his account on the next day (reporting period) after the transactions are completed, subject to the Client's request.
- 5.2.7. Provide consultation to the Client on matters of the legislation of the Kyrgyz Republic on settlements, document flow rules and other issues related to settlement and cash services.
- 5.2.8. Ensure confidentiality and maintain commercial secrets regarding transactions carried out on the Client's account within the framework of the legislation of the Kyrgyz Republic.

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

- 5.3.1. Leave the Client's payment documents unexecuted if there are insufficient funds in the account, as well as in the event of improper execution of payment documents or incorrect payment details, of which the Client is informed no later than the next banking day after receiving the payment document that was not properly executed.
- 5.3.2. If, from the moment the Bank accepts the payment document until the transfer of funds, one of the grounds for refusing to accept the payment document is discovered, the Bank will credit the debited funds to the Client's account and return the payment document to the Client, indicating the reasons for the return.

- 5.3.3. Uncontestedly debit the Client's account for the cost of services rendered from any of the Client's accounts if the Client does not make payment voluntarily. However, if the Bank is unable to collect the cost of services rendered from the Client's account (due to the absence or insufficiency of funds in the account), the Bank reserves the right to unilaterally close the Client's account by providing one month's notice, or debit funds from any other Client account opened under this Agreement.
- 5.3.4. Changes to the Tariffs for services rendered will be notified to the Client by posting a notice on the Bank's information boards and on the Bank's corporate website, located at [www.eldik.kg](http://www.eldik.kg), no later than 10 (ten) banking days prior to the introduction of the new tariffs. If the Client disagrees with the application of the new Tariffs, they have the right to unilaterally terminate the Agreement.
- 5.3.5. Without prior notice, suspend operations on the Client's account or unilaterally terminate the agreement with one calendar month's notice to the Client and close the account in the event of the Client's failure to provide the Bank with the information specified in this Agreement within the requested period, or in other cases stipulated by the legislation of the Kyrgyz Republic.
- 5.3.6. If the Client's intention to conduct monetary transactions on accounts for illegal purposes is detected, the transactions shall be suspended until the situation is clarified.
- 5.3.7. Unilaterally close the Client's account by providing one month's notice if there are no funds in the account for 12 (twelve) months or if no transactions have been made on the account for 12 (twelve) months. Upon the Client's request, pay the remaining funds in accordance with the Bank's established procedure or transfer them to another account, as per the Client's written instruction, within five (5) business days.
- 5.3.8. Provide the Bank with information about the Client, the Client's activities and the banking operations carried out by him in cases stipulated by the legislation of the Kyrgyz Republic, as well as within the framework of the Bank's fulfillment of its obligations.
- 5.3.9. Change the account numbering in the event of a change in the Client's organizational and legal form, as well as other objective circumstances that entail a change in the Client's account numbering, with written notification of the Client thereof.
- 5.3.10. When opening a second or subsequent account, the Bank has the right to request from the Client documents necessary for updating information about the Client previously provided and contained in the Client's legal file, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank.
- 5.3.11. In case of failure to submit/incomplete submission of the relevant documents by the Client, the Bank has the right to refuse the Client the opening of subsequent accounts.
- 5.3.12. In the event of changes to the legislation of the Kyrgyz Republic, request the Client to provide additional documents regulating the Client's activities.
- 5.3.13. If the Client applies remotely (by telephone), the Bank may provide the Client with account information upon provision of a "Code Word." The Code Word is an alphanumeric combination selected by the Client and indicated in the Account Opening Application. It is used by the Parties to verify the Client over the phone. However, if any doubt arises, the Bank reserves the right to request information at its sole discretion. The Bank assumes no liability for any damage caused to the Client by providing information to third parties who have obtained such information through the use of the Client's Code Word.
- 5.3.14. The Bank, as a tax agent, withholds and transfers tax on transactions involving the Client, in the cases and according to the procedure stipulated by the legislation of the Kyrgyz Republic, by means of direct deduction and debit of the tax amount from the amount of the transaction for the redirection of funds received from or on behalf of a foreign entity, at the rate established by the tax legislation of the Kyrgyz Republic. If it is impossible to withhold and/or write off the specified tax amount, the Bank has the right to directly withhold and write off the corresponding (including the missing) tax amount from any of the Client's accounts without further instruction from the Client. If there are insufficient funds to carry out the transaction, taking into account the withholding and debit of the tax amount in the Client's account, the Bank has the right to refuse to carry out the transaction.

- 5.3.15. In case of impossibility of withholding and/or writing off the specified amount of tax required for withholding and write-off (in relation to each transaction) the Bank has the right to unilaterally and without acceptance withhold and write off the corresponding (including the missing) amount of tax from any of the Client's accounts opened with the Bank in his name.
- 5.3.16. In case of insufficient/absence of funds to withhold and write off the tax amount in the Client's account, the Bank has the right to refuse the Client the opportunity to perform a transaction falling under the special tax regime.

#### **5.4. THE CLIENT HAS THE RIGHT TO:**

- 5.4.1. Independently manage funds in your account within the limits of the account balance and in the manner prescribed by the current legislation of the Kyrgyz Republic and this agreement.
- 5.4.2. Terminate the agreement in the manner provided in this agreement.

#### **6. Responsibility of the parties.**

- 6.1. For violation of the obligations assumed under the agreement, the parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 6.2. The Bank shall not be liable to the Client for any delays, losses, or other consequences related to the delay or loss of funds, unless caused by the Bank's fault. The Bank shall not be liable for any delays, losses, or other consequences related to the delay or loss of funds, in the following cases, but not limited to: the fault of the correspondent bank and/or the Client providing incorrect recipient details (including the recipient bank details), or due to force majeure.
- 6.3. For late and/or incorrect reflection of transactions on the Client's account, the Bank shall pay the Client a penalty in the amount of 0.05% of the amount of the late or incorrectly executed payment for each day of delay.
- 6.4. For failure to notify the Bank in a timely manner about amounts erroneously credited to the Client's account, as well as for the return of these amounts, the latter shall pay the Bank a penalty in the amount of 0.05% of the amount erroneously credited to the account, for each day of delay.
- 6.5. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement 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.
- 6.6. Both Parties must, within 2 (two) banking days, notify each other in writing of the onset of force majeure circumstances that prevent the fulfillment of obligations under this agreement, and also make every effort to promptly eliminate the consequences of force majeure circumstances.
- 6.7. The party referring to force majeure circumstances is obliged to provide a document from a competent government agency to confirm them.

#### **7. Dispute resolution procedure**

- 7.1. All disputes and disagreements arising from the execution of this Agreement shall be resolved by the Parties through negotiations. If the Parties fail to reach an agreement, they shall appeal to the courts in accordance with the procedure established by the legislation of the Kyrgyz Republic.

#### **8. The validity of the contract and the procedure for its termination**

- 8.1. The Bank has the right to terminate the agreement unilaterally by notifying the Client one calendar month in advance in the cases provided for in this Agreement.
- 8.2. The remaining funds on the clients' accounts closed by the Bank unilaterally are issued/credited to the Client in accordance with the procedure established by the Bank.

- 8.3. To close an account, the Client submits an account closure application signed by the Client's authorized representative, confirming the balance and indicating the transfer details. The Bank will release the remaining funds in the Client's account to the Client or, upon the Client's written instruction, transfer them to another account.

*Appendix 2 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for the Provision of Services through the El-Tolom Internet Banking System**

- 1.1. This section regulates the exchange and operational features of electronic documents used in the process of the Bank providing settlement and cash services to accounts opened in the Bank in the name of the Client, using the Internet banking system (hereinafter referred to as the System).
- 1.2. Provision of services/operations through the System, in accordance with these Terms.
- 2. Information security during the exchange of electronic documents:**
- 2.1. The Parties acknowledge that the System they use is sufficient to ensure reliable and efficient operation in the processing, storage, reception and transmission of information.
- 2.2. The parties acknowledge the digital signature used, which ensures the integrity, authenticity and encryption of the transmitted electronic documents, sufficient to protect against unauthorized access, as well as to confirm the authenticity of the electronic document.
- 2.3. The Parties acknowledge that forgery of the Client's Digital Signature, i.e. the creation of a correct Digital Signature of an electronic document on behalf of the Client, is impossible without knowledge of the secret (private) key of the Client's Digital Signature, which is known only to the Client.
- 3. Client service procedure and conditions for exchanging electronic documents:**
- 3.1. The Bank provides the Client with access to the System with the following services/operations:
  - Intra-bank payments (for all accounts);
  - Interbranch payments;
  - Currency conversion;
  - Transfers in foreign currency;
  - The ability to view the status of your accounts on a daily basis;
  - Other services/operations available to the Client through the System.
- 3.2. The specified list of services/operations is not exhaustive and may be supplemented and/or changed by the Bank unilaterally.
- 3.3. When the Client selects the location for storing the private key of the Digital Signature on the key information carrier, the Client gains the ability to access the System from any computer, regardless of its location, provided there is access to the Internet.
- 3.4. When the Client selects the location for storing the private key of the Digital Signature on his computer, the Client has the ability to access the System only from this computer.
- 3.5. The Parties acknowledge that an electronic document is equivalent to the corresponding paper documents, and the Digital Signature affixed thereto is equivalent to the handwritten signature of the persons authorized to manage the account and the Client's seal, and gives rise to all the rights and obligations for the Parties that apply to properly executed paper payment documents in accordance with the current legislation of the Kyrgyz Republic, the Agreement on Settlement and Cash Services, agreements on other accounts of the Client with the Bank, and this Agreement.
- 3.6. An electronic payment document processed in accordance with the established requirements for format and authentication procedures, certified by a digital signature or other equivalent means of protection, has a legal status equal to the legal status of paper payment documents certified in accordance with the requirements, and must be accepted as evidence in the consideration of judicial and other disputes.
- 3.7. From the moment of registration of the public Digital Signature Key in the Bank, any electronic document with the Client's Digital Signature received by the Bank through the System is considered sent by the Client and is subject to execution in accordance with these Terms.
- 3.8. Services/transactions provided by the Bank must be paid for by the Client in accordance with the

Bank's tariffs (hereinafter referred to as Tariffs) in effect at the time of the transaction under the conditions stipulated by these Terms and Conditions, in general.

- 3.9. Electronic documents are accepted by the Bank on banking days in accordance with the schedule set out in Appendix 12 to these Terms.
- 3.10. A non-cash payment becomes irrevocable for the Client-payer at the moment of receiving confirmation of acceptance of the payment document for execution by the payer's Bank and final at the moment of debiting funds from the payer's account.
- 3.11. If the electronic document acceptance schedule changes, the Bank undertakes to notify the Client by sending a written notice or by sending an informational message through remote banking channels. The new schedule will take effect from the moment the Client is notified or from the date specified in the notice.
- 3.12. For the purposes of security of electronic payments, the Bank has the right to block the Client's access to the System if more than 3 (three) months have passed since the Client's last contact with the Bank using the System, or in the case provided for in paragraph 5.3.8 of this Offer. Client access to the System may be restored upon written request from the Client, after payment for the Bank's services in accordance with the current Tariffs.

#### **4. Rights and responsibilities Parties:**

##### **4.1. Bank undertakes to:**

- 4.1.1. Accept for execution the Client's electronic documents received through the System, certified by his Digital Signature.
- 4.1.2. Immediately block the public Key upon the Client's written request. The Bank accepts the Client's oral request for blocking upon proper identification of the Client—by providing the Code Word. In this case, the Client is obligated to provide written confirmation within 1 (one) business day from the moment of the oral statement about blocking the public Key.
- 4.1.3. If the Client loses their current password for authorization and blocking the Public Key, the Public Key will be unblocked by phone only after the Client has been identified by their code word. If the Client loses their login or password, they must contact the Bank in writing.
- 4.1.4. Maintain banking secrecy regarding transactions carried out on the Client's accounts and provide information on them only in cases stipulated by the legislation of the Kyrgyz Republic.

##### **4.2. Bank have the right to:**

- 4.2.1. Change unilaterally and at its own discretion the Tariffs for the services provided in accordance with this Agreement, notifying the Client 10 (ten) calendar days prior to the date of their introduction by posting information on the Bank's information boards or on the Bank's [corporate website www.eldik.kg](http://www.eldik.kg).
- 4.2.2. Debit the Client's account(s) directly for the amount of remuneration for services rendered using the System in accordance with the Bank's Tariffs. If funds in the account are insufficient to satisfy all claims, funds are debited as they become available.
- 4.2.3. Do not accept for execution from the Client an electronic document that is executed in violation of the requirements established by the current legislation of the Kyrgyz Republic and/or the regulations, rules and other internal documents of the Bank.
- 4.2.4. Not to carry out services/transactions on the Client's account in the event of insufficient funds in the account, unless the Parties have agreed otherwise.
- 4.2.5. If necessary, request the Client to issue a hard copy of the document, signed by the manager/authorized persons and bearing the Client's seal, to perform the service/transaction no later than the tenth (10th) business day by sending the Client a written notice or an informational message via the System. The Bank will not process the electronic document after the specified period until the hard copy document is received. In the above cases, payment will be processed based on the hard copy payment document received by the Bank.
- 4.2.6. Suspend the Client's settlement services using the System in the following cases:

- occurrence of technical malfunctions when working with the System – until they are eliminated;
  - software changes and preventive maintenance work - until they are completed;
  - the occurrence of a dispute related to the use of this Agreement - until the dispute is resolved.
- 4.2.7. During the period of eliminating technical problems, the Client must carry out banking transactions by providing the Bank with a payment document drawn up on paper, signed by authorized persons specified in the signature card and sealed.
- 4.2.8. The Bank has the right to unilaterally refuse to carry out transactions on an account in cases stipulated by the current legislation of the Kyrgyz Republic and regulatory legal acts of the National Bank of the Kyrgyz Republic, as well as internal regulatory documents of the Bank.
- 4.2.9. The Bank has the right to unilaterally terminate this Offer in cases stipulated by the current legislation of the Kyrgyz Republic.
- 4.2.10. The Bank has the right to require the Client to provide documents confirming the legality and economic feasibility of the transaction in cases stipulated by the current legislation of the Kyrgyz Republic.
- 4.2.11. The Bank shall have the right to write off funds from the Client's accounts opened with the Bank to pay for the services provided by it to the Client under this Agreement, without acceptance and/or by exercising its right, granted to the Bank under this Agreement, to convert foreign currency held in the Client's foreign currency accounts with the Bank into the national currency of the Kyrgyz Republic at the exchange rate of the National Bank of the Kyrgyz Republic on the date of conversion, and write off funds to pay for the services under this Agreement.

#### **4.3. Client undertakes to:**

- 4.3.1. Ensure, prior to concluding the Agreement through the System, that you have the software and hardware that enables access to the Internet.
- 4.3.2. Comply with all rules for using the System.
- 4.3.3. Be guided by the Information Security Recommendations for the Client when working in the System, as set out in Appendix 14 to this Agreement.
- 4.3.4. After sending an electronic document, verify that the Bank has received the transmitted electronic documents. If receipt is not confirmed, submit a request to the Bank to determine the reason why the electronic document was not received.
- 4.3.5. Within 3 (three) business days from the date of the changes, inform the Bank in writing about the change of managers and/or persons authorized to manage accounts, providing the relevant supporting documents and a properly executed card of signature samples and seal imprints, as well as documents certifying the identity of the said persons.
- 4.3.6. When exchanging electronic documents, use information processing, storage and protection systems only on a personal computer that is in good working order and has been tested for the absence of computer viruses.
- 4.3.7. Keep confidential and not transfer to third parties all classified data (the carrier of the secret (private) Key of the Client's Digital Signature, the password for the Digital Signature, the password for access to the System and other information).
- 4.3.8. Within three (3) business days, notify the Bank in writing of all dismissals or changes in persons authorized to work with the System, and immediately block their access keys to the System by submitting to the Bank an "Application for Amendments to the Parameters of the Online Banking for Legal Entities System" (Appendix 13 to this Offer). In the event of a replacement or appointment of new persons authorized to work with the System, provide the Bank with documents confirming the authority of said persons, granting them the right to use the Digital Signature in the System, as well as documents proving their identity. The keys of new persons authorized to work with the System are activated by registering a new key. Immediately notify the Bank of any unauthorized access or attempted unauthorized access to the System.
- 4.3.9. Immediately notify the Bank in writing of all cases of loss or disclosure of the secret (private) Digital Signature/Encryption Key; in cases of oral notification (by telephone, by providing the

code word), confirm it in writing within 1 (one) business day from the moment loss/disclosure of the Key. In this case, use of the System is terminated from the moment of such notification until the registration of a new public Key for the Client's Digital Signature with the Bank.

- 4.3.10. At the Bank's request, generate a new pair of Keys (public and private) for the Client's Digital Signature and register the new public Key for the Digital Signature with the Bank.
- 4.3.11. Upon request by the Bank, no later than the tenth (10th) business day (from the date of receipt of such request), provide the Bank with all payment documents processed using the System in hard copy, certified by the signature of the manager/authorized persons, and bearing the Client's seal. If the Client is unable to contact the Bank within the specified period, the Client may first send the certified documents electronically. No later than one (1) month later, the Client undertakes to provide them in hard copy, signed by the authorized persons specified in the signature specimen card and bearing the Client's seal. The payment document submitted on hard copy must be identical to the electronic document on the basis of which the Bank processed the payment.
- 4.3.12. Pay for services provided by the Bank in accordance with the current Tariffs.
- 4.3.13. A fee is charged for installation, generation of Digital Signature keys, and consultation on the System's operating rules at the Client's request, including on-site visits by a Bank specialist, in the amount established by the Bank's Tariffs. The on-site visit is made by the Client's written request submitted by email, mail, fax, in person, or other available means, as per Appendix 15.
- 4.3.14. The initial fee for connecting the Client to the Remote Service System is paid by the Client on the day the service is provided in the amount established by the Bank's Tariffs.
- 4.3.15. The Client undertakes to provide, upon request of the Bank, within 3 (three) business days, documents confirming the legality and economic feasibility of the transaction (s) in accordance with the requirements of the current legislation of the Kyrgyz Republic.
- 4.3.16. The Client is responsible for and accepts the prohibition of selling/transferring remote/remote service systems, logins and passwords for accessing remote/remote service systems to third parties, as well as the user's liability in accordance with the legislation of the Kyrgyz Republic for the transfer or sale of remote/remote service systems to third parties, logins and passwords for access to remote/distance service systems, including for carrying out financial transactions using remote/distance service systems on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 4.3.17. The Client undertakes not to use bank accounts and services provided by the Bank for illegal purposes, including carrying out actions/operations aimed at laundering funds obtained through criminal means and financing terrorism.

#### **4.4. Client has the right to:**

- 4.4.1. Use the services of the System in the manner and under the conditions stipulated by this Agreement.
- 4.4.2. Select the location to store the private key of the Digital Signature (on a computer or on a key information storage medium).
- 4.4.3. Contact the Bank with a request to block the public Digital Signature Key in cases of detection of unauthorized access or an attempt at unauthorized access to the System.
- 4.4.4. At his own discretion, generate a new pair of Client Digital Signature Keys and register the public Digital Signature Key with the Bank no more than 1 (one) time every 6 (six) months.
- 4.4.5. If necessary, receive from the Bank confirmation on paper (certified copies) of the execution of payment orders for banking transactions carried out through the System.

#### **4.5. Responsibility of the Parties:**

- 4.5.1. For failure to fulfill or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Kyrgyz Republic and this Agreement.
- 4.5.2. The Client is responsible for the accuracy and completeness of all documents submitted to the Bank using the System.

- 4.5.3. The Client is responsible for compliance with the rules for the use of payment instruments and the procedure for processing payment documents in accordance with regulatory legal acts.
- 4.5.4. The Client is responsible for any failure to comply or improper compliance with established security and confidentiality measures.
- 4.5.5. The Bank is responsible for the execution of an electronic document certified by the Client's Digital Signature.
- 4.5.6. The Bank shall not be liable for damage caused to the Client as a result of the use by third parties of the Client's secret (private) Digital Signature Key, or for damage caused to the Client as a result of the Client's failure to comply or improper compliance with the Bank's instructions.
- 4.5.7. The Bank shall not be liable for the improper functioning of software and hardware, communication channels belonging to the Client or third parties used in the process of working with the System.
- 4.5.8. The Bank shall not be liable for damage to the Client's software and hardware or information stored on its equipment, as well as for the security of the System and personal the Client's computer from viruses and other damage.
- 4.5.9. The Bank shall not be liable for failure to perform a service/transaction for the Client using the System if the Client's account has been frozen or in other cases stipulated by the current legislation of the Kyrgyz Republic.
- 4.5.10. In the event of untimely and/or improper fulfillment of the terms of this Agreement, the Bank will take measures stipulated by the terms of these Terms, the Bank's Internal Regulations and the current legislation of the Kyrgyz Republic.
- 4.5.11. The Bank shall not be liable for the failure to execute an electronic document that is not certified by the Client's Digital Signature.
- 4.5.12. The Parties shall be released from liability for full or partial failure to fulfill their obligations under this Agreement if the failure to fulfill their obligations was the result of circumstances beyond their control (force majeure): fire, natural disasters, damage to power lines or communications, mass riots, military conflicts, terrorist acts, the adoption of regulatory legal acts, the issuance of regulations, orders or other administrative intervention by the government, state bodies that influence the fulfillment of obligations by the Parties under this Agreement and other circumstances beyond the reasonable control of the Parties.

*Appendix 3 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for servicing the Client by the Bank for issuing payment cards within the framework of the salary project**

- 1.1. The subject of this section is the Bank's services to the Client regarding opening card accounts for the Client's employees participating in the payroll project and crediting funds to the Client's employee accounts (hereinafter referred to as cards or employee accounts) through the El-Tolom Digital Payroll Portal. The El-Tolom Digital Payroll Portal is software developed for receiving and processing payroll files from the Bank's client organizations (hereinafter referred to as "El-Tolom").
- 1.2. Services are paid for by the Client in accordance with the Tariffs in force in the Bank and in accordance with the Agreements for the card account of an individual with the issue of a VISA / Elkart payment card, concluded with each employee of the Client individually.
- 1.3. "Card accounts" are accounts on which transactions can be carried out using payment cards issued by the Bank within the framework of the salary project.
- 1.4. The transfer of wages and other payments by the Client to the Employee's card accounts is carried out by non-cash means through the Client's current account.
- 1.5. Replenishment of the card account by the Employee or third parties may be carried out either by cashless or cashless means, while the nature of the replenishment must not be related to commercial or similar activities.

**2. Rights and responsibilities of the parties**

**2.1. Bank undertakes to:**

- 2.1.1. Open a current account with the Bank for the purpose of crediting and further transferring funds to the card accounts of the Client's employees
- 2.1.2. Open personal bank accounts for the Client's employees in accordance with the terms of this Agreement and on the basis of a written request from the Client indicating the list of employees in accordance with Appendix 1 6.
- 2.1.3. Issue VISA / Elkart payment cards to the Client's employees for making payments only after payment for opening accounts has been received.
- 2.1.4. Provide employees with the ability to freely withdraw cash from ATMs, cash desks, and Bank branches, as well as the ability to make payments using a payment card at service and retail establishments.
- 2.1.5. In exceptional cases (temporary unavailability of the Internet and (or) the System), credit within one banking day the funds received from the Client to the card accounts of the Client's employees in accordance with the certified statement provided by the Client in accordance with Appendix 1 7.
- 2.1.6. Provide the Client's employees with the full range of services provided to clients on card accounts of individuals in the VISA / Elkart system, on the basis of separate Agreements for banking services to individuals concluded with the Client's employees and in accordance with the tariffs specified in separate Agreements for banking services to individuals of the Bank concluded with the Client's employees.
- 2.1.7. Ensure the observance of banking secrecy when providing services to the Client and its employees, as stipulated in this Agreement.

**2.2. Client undertakes to:**

- 2.2.1. Pay for Bank services in accordance with the Bank's tariffs.
- 2.2.2. Provide a signature and seal sample card containing the signature of the person (or persons) entitled to the first and second (if any) signature, as well as a clear imprint of the Client's official seal, and a duly certified identity document of the persons authorized to manage the Client's

funds.

- 2.2.3. Transfer funds intended for the Client's employees in a timely manner for further transfer to the Employees' card accounts.
  - 2.2.4. Generate a statement for the transfer of funds to the card accounts of Employees through the System for receiving and processing files on wages in a timely manner, before 16:00 hours of the day, in accordance with the established template, Appendix 17 to this Offer.
  - 2.2.5. In exceptional cases (temporary internet and/or System unavailability), submit the statement in electronic form to the email addresses of responsible Bank employees. Within three (3) banking days, send the Bank a signed and certified hard copy of the statement, bearing the Client's official seal. The content of the hard and soft copies must be identical. The Client is responsible for the accuracy of the information contained in the statement and the identity of the hard and soft copies.
  - 2.2.6. Provide the Bank with information about dismissed Employees with a card account with the Bank within 3 days of receiving the Employee's resignation letter. This information must be provided in writing and constitutes the basis for blocking the card or changing the terms of service in accordance with the Bank's rates. Changes to the card service rate for a dismissed employee are made on the day the Bank receives the notification.
  - 2.2.7. Do not use the services provided by the Bank for any illegal purposes, including those aimed at laundering funds obtained through criminal/illegal means.
  - 2.2.8. Do not sell or transfer remote maintenance systems, logins, and passwords to third parties. Client employees are prohibited from selling or transferring bank payment cards, logins, and passwords to third parties.
  - 2.2.9. The Client's employee is responsible in accordance with the legislation of the Kyrgyz Republic for the transfer or sale of the card to third parties, including for carrying out financial transactions using the card on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 2.3. **Bank has the right to:**
- 2.3.1. Do not credit funds to the card accounts of Employees if the Client provides incomplete or inaccurate information specified in the terms of this Agreement.
  - 2.3.2. Do not credit funds to the card accounts of employees if the Client fails to pay for the Bank's services in accordance with the terms of this agreement, including clause 1.2 of this section of the Offer.
  - 2.3.3. Provide information to third parties in accordance with the current legislation of the Kyrgyz Republic.
  - 2.3.4. Require the Client to submit to the Bank duly executed documents for further transactions on the card account of the Client's Employees.
  - 2.3.5. Unilaterally change the Bank's tariffs, including the tariffs, procedure and frequency of collection by notifying the Client at least 10 (ten) banking days before such changes and additions come into force by posting the changes and additions on the Bank's website and concluding a corresponding Supplementary Agreement with the Client.
  - 2.3.6. Terminate this agreement unilaterally in the event of reorganization, commencement of liquidation proceedings or insolvency (bankruptcy) of the Client.
  - 2.3.7. In the event of termination of service to the Client (reorganization, liquidation, merger, etc.), notify the Client of the termination of service and closure of the account.
- 2.4. **Client has the right to:**
- 2.4.1. Generate a payroll within the timeframes established by this Agreement for the transfer of funds to Employees' card accounts through the System. Payroll generation actions may be performed by an authorized person in accordance with Appendix 13 to this Offer.
  - 2.4.2. Make changes and additions to the lists for submission to the Bank in accordance with

Appendix 1 6 real Offers.

- 2.4.3. Refuse to pay for services related to maintaining card accounts of dismissed Employees, subject to timely notification of the Bank.

**2.5. Responsibilities of the Parties:**

- 2.5.1. The Parties shall be liable for failure to perform or improper performance of their obligations stipulated by this Agreement and the current legislation of the Kyrgyz Republic.
- 2.5.2. The Bank shall not be liable for erroneous or incorrect crediting of funds to the card accounts of Employees in the event of incorrectly prepared statements by the Client, including paper ones, and the Bank shall not be liable for the Client's failure to comply with the security rules for working with the System.
- 2.5.3. The Client is responsible for the accuracy of the information contained in the statement and other documents. Neither Party shall be liable under this Agreement for damages arising from force majeure circumstances (natural disasters, war, mandatory government decisions that change the legal status of one of the Parties, or power outages), provided that the Party thus prevented from fulfilling its obligations under the Agreement has made all reasonable efforts to mitigate the impact of such circumstances and will continue to make every effort to fulfill its obligations as soon as possible.
- 2.5.4. Information provided by the Parties to each other in connection with the execution of this Agreement is confidential and may not be disclosed without the prior written consent of the other Party. The Parties shall be liable for the disclosure of this information in accordance with the current legislation of the Kyrgyz Republic.
- 2.5.5. Disputes between the parties under this agreement shall be resolved through negotiations, taking into account mutual interests. In the absence of agreement between the parties, disputes under this agreement shall be considered in accordance with the procedure established by the legislation of the Kyrgyz Republic.

*Appendix 4 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for the provision and use of remote banking services through the Internet Banking system**

**Remote banking services** – the Bank’s provision of the opportunity for the Client to carry out banking transactions without visiting a Bank branch using the Internet via a web portal or a mobile application.

**An electronic payment document** is a type of payment document prepared in electronic form, containing the necessary information for making payments and certified by an electronic digital signature.

**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.

**1. General provisions.**

- 1.1. The Bank provides the Client with banking services for carrying out banking transactions on the Client's account under the conditions stipulated by these Terms and Conditions and the Client's Application.
- 1.2. These Terms and Conditions define the procedure and conditions for the Bank to provide the Client with remote access to their Account via Internet banking, and also regulate the relationship between the Client and the Bank arising within the framework of this Offer.
- 1.3. The terms and conditions are binding on both the Client and the Bank.

**2. Procedure for granting access and using the System**

- 2.1. Connection to Internet banking is carried out by the Bank on the basis of a written application from the Client, which specifies the responsible persons who have the right to remote access to the system via the Internet.
- 2.2. By signing the application and submitting it to the Bank, the Client expresses his unconditional and full consent to the conclusion of a remote banking service agreement using the system by joining these Rules and to the acceptance of the terms and requirements of these Rules.
- 2.3. The Bank confirms the Client's application for access to accounts via Internet Banking, as well as for independent execution of transactions with the account, viewing statements and other use within the framework of the provided functionality during physical servicing of the Client's User, who has the relevant documents for accreditation of the User and the Client.
- 2.4. The Client has no right to disclose the login/password for Internet Banking, as well as the incoming one-time password to third parties.
- 2.5. The Client is familiar with and undertakes to comply with the security requirements for remote banking services and security recommendations.
- 2.6. The Parties acknowledge that electronic documents issued via the Internet Banking system using an electronic digital signature are unconditionally and irrevocably recognized by the Parties as actions personally performed by the Client. All electronic documents issued by the Client via the Internet Banking system are equivalent to paper documents personally signed by the Client and generate the corresponding legal consequences.
- 2.7. Electronic payment documents are executed by the Bank on the current business day in accordance with Appendix 12 of the Offer. If an electronic payment document is received by the Bank after the time specified in the tariffs, such electronic payment documents are automatically executed by the Bank on the following business day.
- 2.8. The Bank, at its own discretion, sets daily limits on conversion transactions and payments in national and foreign currencies and on other transactions via Internet banking.

**3. Procedure for performing transactions**

- 3.1. The Bank is obliged to make payments based on payment documents in electronic form, provided that these documents comply with the requirements of the legislation of the Kyrgyz Republic, the Client's bank account/deposit agreement, the formats established by the Bank and/or the System, and the presence of a correct electronic digital signature in accordance with the Bank's internal procedures.
- 3.2. Documents received by the Bank after the end of the business day are considered received and are subject to execution on the next business day.
- 3.3. The Bank provides the Client with access to the System with the following services/operations:
  - Intra-bank payments;
  - Transfers in national currency;
  - Transfers in foreign currencies;
  - Currency conversion;
  - Other services/operations available to the Client.
- 3.4. The Bank reserves the right to change the list of services provided through the Internet Banking system. If the Bank changes the list of services provided through the Internet Banking system, the Bank will notify the Client by posting information on the Bank's website and/or by email. The Client has the right to use or decline these services at their own discretion.
- 3.5. Transfers of funds in a currency other than the account currency (if the currency of the funds in the account and the currency of the funds being transferred differ) are carried out at the exchange rate set by the Bank at the time of the transaction.
- 3.6. The Client shall provide the Bank, upon the first reasonable request, with printed documents signed with the Client's/authorized person's personal signature, received from him/her via the System and certified by him/her with an electronic digital signature.
- 3.7. The Bank has the right to refuse to execute the Client's Order:
  - If there are insufficient funds in the relevant Client account to carry out this transaction, taking into account the commission (if any) for its execution;
  - If there is a suspicion of a security breach when using the Internet banking system, including if the Bank has reason to believe that the execution of a transaction may result in financial losses for the Bank or the Client;
  - If the transaction amount exceeds the limit set by the Bank for the transaction or does not comply with the restrictions set by the Bank's Tariffs;
  - If the execution of the transaction entails a violation of the current legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, these Rules, and other agreements (contracts) between the Client and the Bank.
  - If acceptance of the transaction is impossible without the Client providing additional documents required in accordance with the legislation of the Kyrgyz Republic;
  - If the Client's Account has been frozen in accordance with the current legislation of the Kyrgyz Republic;
  - In other cases stipulated by the internal requirements of the Bank, the legislation of the Kyrgyz Republic, and/or other agreements concluded between the Bank and the Client.
- 3.8. In the event of a change in the person authorized to sign electronic documents, or a change in the data identifying the Client/authorized person, the Client is obliged to notify the Bank by providing all necessary documents.

#### **4. Responsibility of the parties**

- 4.1. This section defines the responsibility of the Bank and the Client when using the System and applies in conjunction with the terms of the Offer.
- 4.2. The Client is responsible for using the System in accordance with the terms of the Offer, these Rules, the requirements of the Bank and the legislation of the Kyrgyz Republic.
- 4.3. The Client is fully responsible for:
  - security and confidentiality of means of access to the System;

- timely replacement of initial means of access;
  - all transactions carried out in the System using correct authentication means until the Bank was notified of their compromise.
- 4.4. In the event of loss, disclosure, or suspected unauthorized use of access tools, the Client is obligated to immediately notify the Bank. Upon receipt of such notification, the Bank reserves the right to restrict or block the Client's access to the System and suspend the execution of the Client's instructions.
- 4.5. The Bank shall not be liable for transactions carried out using correct authentication means prior to receiving the Client's notification specified in paragraph 4.4 of these Rules.
- 4.6. The Bank shall be liable to the Client for direct actual damage caused to the Client as a result of the Bank's culpable actions (inaction) in the provision of services through the System, within the limits and in the manner established by the legislation of the Kyrgyz Republic and the terms of the Offer.
- 4.7. The Bank shall not be liable for the Client's losses arising as a result of:
- failures and interruptions in the operation of communication networks, the Internet, equipment or software of the Client or third parties;
  - delays, errors or failure to transmit electronic messages due to reasons beyond the control of the Bank;
  - circumstances of force majeure, as well as actions of government agencies and regulatory legal acts that have entered into force.
- 4.8. Electronic documents and orders generated by the Client in the System using the authentication means provided by the Bank are recognized by the Parties as having legal force and entail the corresponding legal consequences within the framework of the Offer.
- 4.9. The Client is responsible for the accuracy and correctness of the information and instructions transmitted to the Bank via the Internet banking system.

## **5. Other conditions**

- 5.1. The Bank reserves the right to amend and supplement these Rules. The updated version of the Rules will be posted in the online banking system and/or on the Bank's official website and is binding on the Client from the moment of such posting, unless otherwise specified by the Bank.
- 5.2. When using the Internet banking system, the Client is guided by these Rules, the terms of the Offer, as well as the Bank's instructions and notifications posted in the Internet banking system, on the Bank's official website and/or in the Bank's mobile application.
- 5.3. The Client has the right to send orders, applications, payment orders and other documents through the functionality of the Internet banking system in the manner established by the Bank.
- 5.4. In the event of incidents, failures or restrictions in the operation of the System, the Bank has the right to provide the Client with alternative methods of sending instructions, including sending documents from the e-mail address previously specified by the Client, with mandatory confirmation of such instructions by another means of communication determined by the Bank (including via SMS, telephone call or through a supervising Bank employee).
- 5.5. The Bank has the right to establish additional requirements and restrictions on the procedure for using alternative methods of sending orders, as well as suspend their use at its own discretion.

## **6. Final Provisions**

- 6.1. If the Client's User remains inactive in the System for 12 (twelve) months, the Bank reserves the right to block the Client's access to the System without further notice. In this case, the Client is deemed to have been duly notified of such blocking.
- 6.2. The Client has the right to terminate the System on their own initiative by submitting a written request to the Bank. The Bank will disconnect the Client from the System within five (5) business days of receiving the request.
- 6.3. In the event of the Client being disconnected from the System at the initiative of the Client or at the initiative of the Bank, including in connection with the Client's violation of these Rules, the terms of the Offer, as well as in cases stipulated by the legislation of the Kyrgyz Republic, the Bank shall block

the Client's access to the Internet banking system.

- 6.4. In all matters not regulated by these Rules, the Bank and the Client are guided by the terms of the Offer and the requirements of the legislation of the Kyrgyz Republic.

*Appendix 5 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Ishker mobile application system**

**1. General Provisions**

- 1.1. These Rules define the procedure for remote registration of an individual as a sole proprietor, in accordance with the current legislation of the Kyrgyz Republic, in the Ishker mobile application, as well as the procedure for connecting a legal entity client through the Bank's offices or representative offices and the subsequent use of the Ishker mobile application as a tool for remote access to their bank accounts, government and other services located in the Ishker mobile application.
- 1.2. Based on separately concluded agreements with service providers, the Ishker mobile application allows a registered User who meets the requirements and criteria of the Ishker mobile application system to receive services available in the Ishker mobile application.
- 1.3. The list of services and services available to the User through the Ishker mobile application is determined by the Bank.
- 1.4. The list of services available to the User through the Ishker mobile app may be unilaterally amended from time to time. Information about changes will be posted in the App's news section, on the website [www.eldik.kg](http://www.eldik.kg), and in other accessible public places.
- 1.5. Ishker mobile application is available to the User, with an Internet connection, 24/7 without interruption (except during preventive, routine and repair work, as well as the internal regulations for the provision of services by Suppliers).

**2. Connecting a user to services**

- 2.1. In order to install and subsequently use the Ishker mobile application, the User must independently download the mobile application from the official application store of the corresponding mobile device operating system (Google Play - for Android devices, App Store - for iOS devices).
- 2.2. To log in to the system, you must use a login, which serves as an identifier, and a password, which consists of a specific set of numeric characters, with a minimum of six characters: letters (upper and lower case), special characters, and numbers, in accordance with the Regulation on Minimum Requirements for the Provision of Remote/Distance Services in the Kyrgyz Republic. A password is required to protect against unauthorized access by any third parties. The Ishker mobile app reserves the right to use the User's personal data during the registration process and subsequent provision of services to the User.
- 2.3. All orders/consents/statements/other documents drawn up using the login and password, OTR, are equivalent to paper documents personally signed by the User; a digital signature is equivalent to a handwritten signature and is subject to acceptance as having been made personally by the User.
- 2.4. The User's registration/login into the Ishker mobile application and his/her access to the Services is confirmed by an OTP, which can be sent by the Ishker mobile application system in the following ways, at the User's choice:
  - to the email address;
  - to the User's phone number via text message (SMS message).
- 2.5. The OTP is a one-time password, consists of 6 (six) digits and is used for initial login to the Ishker mobile application System and/or registration in the System.
- 2.6. To continue receiving Services, the User must change their OTP and create their own Password. The Client is obligated to create a Password that meets the Bank's security policy requirements, including: The Password must consist of the following character groups:
  - Latin lowercase letters, Numbers (0-9);
  - Special characters (% , @ , # , & , etc.).
- 2.7. The User can set a 4-digit PIN code used for quick login. Each created Password is valid for 90 days,

after which the User must replace the existing Password with a newly created one, in accordance with these Terms. If necessary, the User can go to the appropriate menu item in the Service and change the PIN code and/or Password before the 90-day period expires.

- 2.8. Changing the Trusted Number can only be done upon the User's personal written application submitted to the Bank at his personal presence.
- 2.9. Entering the correct Login, Password and/or PIN code when logging into the Application and further using the Services, including sending any orders or available operations, is always considered as having been made by the User personally and expresses his direct intention and voluntary expression of will.
- 2.10. Ishker mobile application has the right to no longer request any additional separate consents from the User, or to send special notifications (unless otherwise expressly provided in the Terms) to confirm the User's expression of will and intentions.

### **3. Remote identification of a user - individual entrepreneur**

- 3.1. To register a User for the Ishker mobile app, the User undertakes to complete the remote identification process, following the step-by-step instructions provided in the Ishker mobile app. The Bank will connect the User and provide further services based on the User's acceptance of the agreement to join these Ishker mobile app system rules, using the User's digital signature.
- 3.2. The user must take a photo of the front and back of the identity document (passport) and of themselves (selfie) with the passport.
- 3.3. Automatic entry is performed by recognizing passport data on the back of the passport (MRZ zone) using the User's smartphone camera.
- 3.4. The user must complete a series of checks as per the Application instructions.
- 3.5. During the User registration process, the Ishker mobile application will use information about the User obtained as a result of a request to the Ishker mobile application from the Tunduk Interdepartmental Electronic Interaction System, to which the User gives his/her consent by signing an application – consent to the use of the User's personal data during registration in the Ishker mobile application.
- 3.6. Remote identification and verification of the User of clients – citizens of the Kyrgyz Republic, engaged in entrepreneurial activity as individual entrepreneurs, through state information systems is equivalent to identification and verification via video link.
- 3.7. After successfully completing all checks, the Application analyzes the identification percentage and reports the success/failure of remote identification. The Bank processes remote user identification requests within 3 minutes to 3 business days.
- 3.8. If the remote identification process is unsuccessful, the User will be denied access to the Ishker mobile application until proper remote identification is completed.
- 3.9. Legal entities may connect to the System exclusively through the Bank's offices, in person, and with all necessary documents as required by the Bank.

### **4. Warranty and representations of the parties**

- 4.1. Ishker mobile app, including any passwords/logins/codes, independently/personally, without intentionally and/or inadvertently transferring any information to third parties. The client is responsible for any losses incurred due to improper use/storage of the above information and data, including personal data.
- 4.2. The software and hardware (hardware, software) used in the Ishker mobile application comply with the requirements stipulated by the legislation of the Kyrgyz Republic, as well as the necessary security requirements, including information security.
- 4.3. The user uses the Ishker mobile application for personal purposes and guarantees its use in accordance with the requirements of the legislation of the Kyrgyz Republic, as well as in accordance with its intended purpose.
- 4.4. The user agrees that he/she may be denied registration/authorization or have limited

services/services in the Ishker mobile application during/following the verification of his/her data, verification of documents, completion of procedures required in accordance with the legislation of the Kyrgyz Republic and security checks.

- 4.5. The User's continued actions to carry out the relevant operation constitutes his/her agreement with the Rules, Conditions, Tariffs and other documents that ensure the operation of the Ishker mobile application.
- 4.6. Technical interruptions in the operation of the Ishker mobile application, for the purpose of performing preventive and routine maintenance, are carried out upon prior notification of the User by publishing the relevant information in the news section of the Ishker mobile application.
- 4.7. The Bank reserves the right to amend these Rules from time to time, unilaterally, without any specific notice to the User, in accordance with which the Client undertakes to independently monitor and familiarize themselves with the changes made to the Rules and to be guided by their current version.
- 4.8. All changes will take effect 10 (ten) business days after publication on the Bank's official website. The Client is obligated to immediately stop using the Ishker mobile app if they do not fully and unconditionally agree to or accept the changes to the Agreement/Offer by submitting a request through the Bank's offices. Continued use of the Ishker mobile app constitutes the User's consent to such changes and full and unconditional acceptance of the new terms of the Offer.
- 4.9. If the User disagrees with the changes made, he has the right to refuse further use of the Ishker mobile application by canceling his account.
- 4.10. The Client is fully responsible for the accuracy of any transaction details specified by them when conducting a transaction in the Ishker mobile application, as well as the type and number of transactions performed, etc.
- 4.11. In order to respond appropriately and promptly to questions/complaints and requests from Users, the Client must contact any branch of the Bank to submit an application, or outside of the Bank's working hours, call the Bank's Contact Center at 9111, +996 (706) 911 111.

## **5. Rights and obligations of the parties**

### **5.1. The user has the right to:**

- 5.1.1. Get services in Ishker mobile application under the terms and conditions specified in these Rules and the Offer.

### **5.2. The User undertakes to:**

- 5.2.1. Use the Ishker mobile application in accordance with the requirements of these Rules and the legislation of the Kyrgyz Republic, excluding use for illegal/unlawful purposes.
- 5.2.2. Provide correct/current/complete/valid data upon registration (independently or through offices) and during the period of using the Ishker mobile application.
- 5.2.3. Promptly and immediately notify about changes in personal data, changes in the Trusted Number, breaches of confidentiality/any security conditions/unauthorized access and/or actions and any other data used or serving as identifiers during the use of the Ishker mobile application.
- 5.2.4. The User's orders/instructions for performing transactions in the Ishker mobile application are generated independently by the User, by entering information in the appropriate fields/indicating the necessary details, as well as by pressing the appropriate buttons in the Ishker mobile application and are the User's area of responsibility and expression of will, in connection with which the User undertakes to properly generate his orders and be responsible for their content.
- 5.2.5. Understand and accept the requirements of the legislation of the Kyrgyz Republic when registering as a person engaged in entrepreneurial activity, as well as any legal consequences and liability arising in connection with the implementation of such activity.
- 5.2.6. Do not sell/transfer to third parties the remote/distance maintenance system, or any passwords/logins/access codes to remote/distance maintenance systems.
- 5.2.7. User of Ishker mobile application is responsible, in accordance with the legislation of the Kyrgyz

Republic, for the transfer or sale to third parties of the above-mentioned means of access to the application, including for carrying out financial transactions on the instructions and in the interests of third parties for the purpose of committing illegal actions.

**5.3. Bank is obliged to:**

- 5.3.1. Notify Users of changes to the terms and conditions of this Agreement/Offer by posting a new version in the Ishker mobile app, in accordance with the procedure established by these Rules. Ensure the proper functioning of the Ishker mobile app in accordance with these Rules.

**5.4. Bank have the right to:**

- 5.4.1. Deny the User registration/authorization or restrict services/services in the Ishker mobile application during/following the verification of his/her data, verification of documents, completion of procedures required in accordance with the legislation of the Kyrgyz Republic and security checks.
- 5.4.2. Carry out a request, processing/verification, collection of any information, including in relation to that provided by the User during registration/use of the Ishker mobile application, using any available sources of information and databases in order to minimize the potential risks of conducting illegal transactions/carrying out illegal actions in the Ishker mobile application.
- 5.4.3. Make improvements/modifications to the Ishker mobile application, as well as suspend its operation in the event of failures in the operation of software/software/Internet resources, as well as in cases of preventive and repair work.
- 5.4.4. Restrict/deny access to the Ishker mobile application in case of suspicion/detection of cases of fraud, fraud, money laundering, or transactions carried out in violation of the legislation of the Kyrgyz Republic, without prior notice to the User.
- 5.4.5. Has the right to establish and charge the User a commission for using the services and facilities in the Ishker mobile application in accordance with the established Tariffs.
- 5.4.6. The Bank is not responsible for the quality of services provided by third parties. Limits, tariffs, options, service availability, and other conditions may depend on the User's identification and verification process. However, any restrictions related to the above do not constitute a violation and/or improper fulfillment of obligations by the Ishker mobile app.
- 5.4.7. temporarily suspend the provision of functionality of the Ishker mobile application if technologically feasible.
- 5.4.8. completely terminate the provision of the functionality of the Ishker mobile application both in relation to the User and in general, at its own discretion.

**6. Special conditions and responsibilities**

- 6.1. The Client is solely responsible for the reliable/correct use of the Ishker mobile application and filling out electronic forms in the Ishker mobile application.
- 6.2. The Bank shall not be liable for any direct/indirect damage incurred by the User as a result of incorrect/misuse of the Ishker mobile application, loss/theft of the Trusted Number/subscriber device/mobile phone, disclosure by the Client of personal data or information that is an identifier/other information, the accuracy of the Client's completion of electronic forms and other information; the User is responsible for the safety and distribution.
- 6.3. The Bank shall not be liable for any full or partial interruptions in the operation of the Ishker mobile application due to circumstances beyond its control (power outages, network overloads, disruptions/breaks in data transmission channels, interruptions in internet service on the part of the internet provider, replacement of third-party equipment, software or other work caused by the need to maintain the functionality and upgrade software and/or hardware, etc.).
- 6.4. All disputes and disagreements arising from the performance of the parties' obligations under this Agreement shall be resolved through negotiation. If these disputes cannot be resolved, they shall be referred to court in accordance with the laws of the Kyrgyz Republic.

## **7. Safety.**

- 7.1. The User is responsible for authorized access, proper use of the Ishker mobile application, and any transactions, including the disposal of funds, carried out with the correct entry of the Login, Password and/or PIN code.
- 7.2. The Client is obliged to create a Password that meets the security policy requirements of the Ishker mobile application, as specified in these Rules, and also take all measures aimed at protecting the said data from any third parties.
- 7.3. The OTP code, PIN code, and password are strictly confidential and must be known only to the Client. Disclosure of the OTP code, PIN code, or password may result in unauthorized access to personal data, funds, etc.
- 7.4. The Client is not advised to save the login and PIN code and/or password on any device from which the Ishker mobile application can be accessed, including if it has additional security tools.
- 7.5. If the Password is entered incorrectly three times in a row, for the security of the User's data and funds, access to the Ishker mobile application and, accordingly, access to services will be blocked until the User personally contacts the Ishker mobile application.
- 7.6. The Client undertakes to immediately contact the Ishker mobile application to block his access to the System and, accordingly, suspend the receipt of Services by calling the Bank's support service at the telephone number: 9111, +996 (706) 911 111 or by contacting the Bank branch in writing in the event of:
  - If there is a suspicion that the OTP code, PIN code and/or Password have become known to third parties;
  - Loss of a mobile phone (other device for accessing the Ishker mobile application);
  - In other cases when the Client needs to terminate access to the System using his Login, Password and/or PIN code.
- 7.7. To ensure security during operations through remote/distance maintenance and data protection, the User undertakes and is responsible for:
  - non-disclosure of the Login, Password, PIN code and other data to third parties (including sending your personal information containing the password or PIN code via email, social networks and other means of electronic data exchange);
  - storing Login, Password, PIN code and other data on access devices (personal computer, mobile phone, etc.) or other unprotected media;
  - change password,
  - Ensuring the confidentiality of personal information, namely, not disclosing personal information (passport details, email address and other data) to third parties;
  - Regularly check his transaction history and statements to track any errors or unauthorized transactions on your account and promptly notify the Ishker mobile app of any unauthorized transactions;
  - protecting his access device (personal computer, mobile phone, etc.) from unauthorized access and malware;
  - familiarization with these Rules and the security policy of the Ishker mobile application.
  - Please read the terms of use carefully before starting the registration process for the Ishker mobile application.
  - not allowing unauthorized persons to use your mobile phone (or other device) with the Ishker mobile application installed;
  - to use the Service safely, we recommend that you ensure the confidentiality of information entered using the keyboard and received on the screen, and that you properly log out of the system when you finish working (to do this, select the "Logout" command in the Services menu).

## **8. Personal data and privacy**

- 8.1. In the event that the User provides his personal data when using the Ishker mobile application, the

User also provides the Ishker mobile application with his full consent to the collection, storage, transfer, and processing of personal data, in accordance with the current legislation of the Kyrgyz Republic.

- 8.2. The client has the right to revoke their consent at any time by submitting a written request to the Ishker mobile app office. In such a case, the Ishker mobile app reserves the right to refuse registration or terminate the user's current registration with the Ishker mobile app.
- 8.3. Ishker mobile application maintains the confidentiality of the User's personal data in accordance with the requirements of the legislation of the Kyrgyz Republic, and also takes the necessary measures to protect it from destruction, alteration/modification, blocking, unauthorized access, distribution, as well as from other actions that are illegal in relation to the confidentiality of the User's personal data.

## **9. Force majeure**

- 9.1. The Parties shall be released from liability for partial or complete failure to fulfill obligations under the Agreement if such failure was a consequence of circumstances beyond their control (force majeure) that the relevant Party could neither foresee nor prevent by reasonable measures with the degree of good faith, prudence and care that was required of it by the nature of the relevant obligation.
- 9.2. Force majeure circumstances include, but are not limited to, floods, fires, earthquakes, explosions, storms, soil subsidence, other natural phenomena, epidemics, as well as war or military action, civil unrest, and decisions or acts by government authorities or administrative bodies that make it impossible to perform the Agreement, including the seizure of the Parties' property/bank accounts. If the force majeure circumstances are overcome, the Agreement shall be extended for a period equal to the duration of the force majeure circumstances.
- 9.3. The Party affected by such circumstances shall notify the other Party in writing or by other means of the occurrence of force majeure circumstances, as well as their expected duration, immediately if possible, but no later than 5 (five) business days from the occurrence of such circumstances. If it is not possible to send written notice, such notice shall be sent by any available means to the Bank via official Bank channels in electronic form, and to the User via email, SMS, or other available means.

## **10. Emergency situations and fraud**

- 10.1. In the event of an emergency and/or any systemic risks, provided they are not covered by the rules and process features, including technical/information/technological processes, of the Ishker mobile app, the User will be notified of any interruptions in payment processing within 24 (twenty-four) hours of the event's detection/recording by publication in open public information resources/sources/the Bank's official website, in the news section of the Ishker mobile app. Information on the completion of work on the issues that have arisen will be similarly posted.
- 10.2. In the event of any fraud/fraud or suspicion of the likelihood of fraud/fraud occurring, in any way relating to the terms of these Rules and legal relations, all disputes arising in connection with the above facts/cases shall be subject to regulation in accordance with the agreements concluded by the User within the framework of the Ishker mobile application, as well as the norms of the current legislation of the Kyrgyz Republic.
- 10.3. User requests are processed as quickly as possible, but in any case no later than 30 business days from the date of receipt of the written request, in accordance with the current legislation of the Kyrgyz Republic.

*Appendix 6 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for issuing and servicing business cards of Eldik Bank OJSC**

**1. General provisions**

- 1.1. These Rules define the relationship between the Parties arising from the issuance and servicing of a corporate payment card and the execution of transactions using it.

**2. Terms and definitions**

- 2.1. A Business Card (Card) is a payment card issued by the Bank in the name of the Cardholder. It is an electronic means of payment and is intended for the Cardholder to conduct transactions with funds held in the Card account. Prior to issuing the Card to the Cardholder, the Bank verifies the Cardholder's identity in accordance with the requirements established by the legislation of the Kyrgyz Republic. The Card issued by the Bank supports cashless payment for services using both contact and contactless technologies. Use of the Card is governed by the legislation of the Kyrgyz Republic, the Bank's internal regulatory requirements, and other requirements governing the use of the Card.
- 2.2. Business Card Holder (Card Holder/Holder) – an individual – a user of the Card who is an employee of the Client or the Client (if the Card is issued directly to an individual entrepreneur in whose name a Corporate Bank Card is issued at the Client's request, who is authorized to perform transactions using the Card and manage the funds on the Card within the limits established for the relevant transactions (Limits).
- 2.3. Code word - a secret password assigned by the Business Card Holder independently, not subject to disclosure to third parties, used to confirm the identity of the Holder in cases stipulated by these Terms of Issue and Maintenance of Business Cards.
- 2.4. Limit – the maximum amount of funds within which the Cardholder can use the funds on the Card.
- 2.5. Card details – Card number, Card expiration date, Cardholder's first and last name, Card Verification Code (CVV).

**3. Procedure for opening and maintaining a card account**

- 3.1. The Bank, on the basis of the documents submitted by the Client, required for opening a Card account and issuing a business Card, opens a Card account and issues a business card for the Client, provides services under the terms and conditions stipulated by this Agreement and in accordance with the Bank's Tariffs posted on the Bank's [official](http://www.eldik.kg) website [www.eldik.kg](http://www.eldik.kg).
- 3.2. The main purpose of the Client's card account is to credit representatives' payment cards (hereinafter referred to as the card) in cash or non-cash form.
- 3.3. Cards are issued upon written request of the Client after payment for services in accordance with the Bank's tariffs.
- 3.4. The Client's representative receives the card upon presentation of an identity document and a document confirming the authority of the Client's representative to receive the card and conduct transactions on the Client's corporate card account within the amounts and under the conditions established in accordance with this Agreement.
- 3.5. The card is credited with funds up to the limit set by the Client. The Client's representative has the right to make cashless payments to any legal entities, individuals, or sole proprietors. They can make cashless payments using the card for goods and services, as well as withdraw cash within the spending limits set by the Client.
- 3.6. At the Client's request, the Bank sets individual spending limits for each representative on the card. Spending limits may only be changed by written request from the Client.

- 3.7. The Client has the right to declare the card of his representative invalid and notify the Bank in writing about adding it to the list of cards prohibited from being accepted ("black list").
- 3.8. The Client's representative has the right to declare his card invalid and submit a written notice to the Bank about adding it to the list of cards prohibited from being accepted ("black list").
- 3.9. The removal of a representative's card from the "black list" is carried out only upon the Client's request.
- 3.10. The Client authorizes the Bank to make direct debits of funds from the Client's corporate card account in cases and in the manner prescribed by the legislation of the Kyrgyz Republic and the rules, as well as the tariffs posted on the Bank's official website [www.eldik.kg](http://www.eldik.kg).

#### **4. Procedure for closing a card account**

- 4.1. Closing of the Client's corporate card account is carried out within the timeframe and in the manner established by the rules posted on the Bank's official website [www.eldik.kg](http://www.eldik.kg).
- 4.2. The transfer of all funds located on the Client's corporate cards account is made to the account specified by the Client in compliance with the conditions established in paragraph 9.3 of this Agreement.
- 4.3. The Bank has the right to unilaterally, in compliance with the established procedures in accordance with paragraph 9.3 of this Agreement, terminate this Agreement and close the Client's corporate card accounts if there are no funds on the Client's corporate cards for 12 months or if no transactions have been made on the corporate cards for 12 months.

#### **5. Rights and obligations of the Bank**

##### **The bank is obliged to:**

- 5.1. Open a corporate card account for the Client in national and/or foreign currencies in accordance with the terms of this offer.
- 5.2. Transfer the payment card to the Client's representative for use after payment, in accordance with the Bank's tariffs, and allow the representative to determine the PIN code and check the card's functionality.
- 5.3. Replace the card free of charge if a card malfunction is detected during testing at the control terminal.
- 5.4. Replace the card in the event of its failure due to the fault of the Client and/or the Client's representative (physical damage) after payment for the service, in accordance with the Bank's tariffs.
- 5.5. Credit all monetary amounts received into the Client's current account to the Client's corporate card account within one banking day, provided that the payment purpose is indicated accordingly.
- 5.6. Inform the Client about changes to the Terms of the Offer and the Bank's Tariffs by posting information on the Bank's stands and on the Bank's corporate website at [www.eldik.kg](http://www.eldik.kg) at least 10 (ten) banking days before the introduction of the new terms.
- 5.7. Ensure the confidentiality of information about the Client's business activities and maintain banking secrecy regarding transactions conducted on his corporate card account, except for cases specified in the current legislation of the Kyrgyz Republic.
- 5.8. In the event of termination of this Agreement and closure of the Client's corporate card account, return the funds to the account specified by the Client within the timeframe and in the manner established by the rules posted on the Bank's official website [www.eldik.kg](http://www.eldik.kg).
- 5.9. In the event of loss or failure of the card, provide the Client or the Client's representative with the opportunity to obtain a new payment card, in the manner prescribed by paragraph 5.4 of these Rules;

##### **The bank has the right to:**

- 5.10. Provide the Bank with information about the Client, the Client's activities and the banking operations carried out by him in cases stipulated by the legislation of the Kyrgyz Republic.
- 5.11. Without prior notice, include the Client's card in the list of cards prohibited from acceptance, and also unilaterally terminate the Agreement and close the account with one calendar

month's notice to the Client in cases stipulated by the Bank's internal regulations and this Agreement, as well as in other cases stipulated by the legislation of the Kyrgyz Republic.

## **6. Client's Obligations**

### **The client is obliged to:**

- 6.1. Provide documents to establish a legal case. In the event of changes to current Kyrgyz Republic legislation or the Bank's internal regulations, provide additional documents to establish a legal case at the Bank's request.
- 6.2. Pay for Bank services in accordance with the established tariffs of the Bank, posted on the official website of the Bank [www.eldik.kg](http://www.eldik.kg).
- 6.3. Independently resolve all issues related to tax payments in accordance with the current legislation of the Kyrgyz Republic.
- 6.4. Follow the rules for storing and using the card.
- 6.5. In case of dismissal of the Client's representative, notify the Bank in writing one day before the dismissal.
- 6.6. In case of loss or theft of the card, immediately contact the Bank by phone: (0312 / 0552 / 0706 / 0775) 911 111. WhatsApp number 0776 911 111 with an oral or written request to block the card, with the obligatory indication of the full name (name) of the Cardholder and, if possible: the card number and expiration date, the reason for blocking.
- 6.7. Within ten days, notify the Bank of any changes to its constituent documents, licenses and provide copies of the relevant documents, inform the Bank of any changes to the legal/actual address and/or telephone number.
- 6.8. Notify the Bank of the termination of the Agreement (including in connection with disagreement with the unilateral change by the Bank of the Bank's tariffs) at least 30 (thirty) calendar days in advance, by submitting a written application to close the corporate card account in the form established by the Bank and return the cards to the Client and the Client's representatives.
- 6.9. Provide, at the request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 3 (three) days, any requested information, including relevant documents necessary 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, conducting transactions on the corporate card account, as well as relevant documents necessary for conducting transactions on the corporate card account, confirming the economic feasibility of the transaction being carried out and the validity of the implementation of real economic activity by the Client.

## **7. Financial relations**

- 7.1. To ensure timely payment for services provided to the Client, the Bank reserves a corresponding amount of funds from the amount stored in the Client's card. The cost of services for completed transactions is debited from the reserved amount without further authorization, in accordance with paragraph 3.10 of this Agreement.
- 7.2. The Client pays for the services in accordance with the Bank's tariffs, posted on the Bank's official website, [www.eldik.kg](http://www.eldik.kg). The Client authorizes the Bank to reserve and directly debit the cost of services rendered by the Bank from the Client's corporate card account in accordance with paragraph 7.1 of the Agreement.
- 7.3. The Bank's Rules and Tariffs may be changed unilaterally by the Bank, including the "Interest Schemes and Interest Rate", of which the Bank notifies the Client by posting information on the Bank's billboards and on the Bank's corporate website at [www.eldik.kg](http://www.eldik.kg). No less than 10 (ten) banking days prior to the introduction of the new conditions.

## **8. Responsibility of the Parties**

- 8.1. The Bank shall not be liable for damages arising from the Client's violation of the terms of this Agreement, as well as the rules and obligations arising from it.
- 8.2. The Parties recognize transactions carried out using the Client's representative card, PIN code, one-time password (OTP), confirmation in the mobile application, biometrics and other methods as transactions carried out by the Client.
- 8.3. The Bank is responsible for maintaining banking secrecy regarding the Client's transactions in accordance with the legislation of the Kyrgyz Republic.
- 8.4. The Client is fully responsible for the transfer of the card or unauthorized access to it by unauthorized persons, as well as for the disclosure of information (PIN code, etc.) necessary for transactions using the card, as well as for the funds in the corporate card account if the terms of this clause are not met.
- 8.5. The card is the property of the Bank, its holder (Client) is responsible for the use and safe storage of the card and PIN code in accordance with the terms of this Agreement.
- 8.6. All disputes and disagreements arising between the parties under this Agreement shall be resolved through negotiations, taking into account mutual interests. In the event of failure to reach agreement on a disputed issue, the matter shall be considered in accordance with the procedure established by the legislation of the Kyrgyz Republic.

## **9. Duration and termination procedure of the agreement**

- 9.1. This Agreement shall enter into force upon its signing by both parties and shall remain in effect until its termination and closure of the account with the Bank in accordance with the established procedure.
- 9.2. Upon termination of the Agreement, the Client's corporate card account will be closed, and the funds in the corporate card account will be transferred to the account specified by the Client. The Agreement is considered terminated once all payments have been made by the parties.
- 9.3. This Agreement may be terminated by written notice at the initiative of:
  - A) Client: Within the framework of this Agreement, a written notice of termination of the Agreement at the initiative of the Client shall be recognized by the parties as an application to close a corporate card account, submitted by the Client in the manner specified in paragraph 4.1 of this Agreement;
  - B) Bank: The Agreement may be terminated at the initiative of the Bank by sending a notice to the Client no later than one calendar month prior to the closure of the corporate card account if the Client fails to comply with the conditions stipulated in paragraph 6.8 of this Agreement, as well as in the event that the Client submits false documents and/or in other cases stipulated by this Agreement or the legislation of the Kyrgyz Republic.

## **10. Additional terms and conditions**

- 10.1. The Bank has the right to change the procedure for working with cards and the terms of this Agreement, in connection with changes in the current legislation of the Kyrgyz Republic, as well as unilaterally change and supplement the Bank's Rules and Tariffs to this Agreement (including the "Interest schemes and interest rate") in accordance with paragraph 7.3 of this Agreement.
- 10.2. The Parties acknowledge their obligations as set forth in this Agreement. In evidence of the foregoing, the Parties have executed this Agreement in two copies, one for each Party, each having equal legal force.

*Appendix 7 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Rules for the provision of services for payment cards of Eldik Bank OJSC**

**11. General provisions**

- 11.1. These Rules define the procedure for issuing and servicing payment cards in Eldik Bank OJSC (hereinafter referred to as the Bank), opening and maintaining bank accounts through which transactions are carried out using payment cards, the terms of service for legal entities that have received a Payment Card, as well as the procedure for carrying out transactions using Payment Cards.
- 11.2. These Rules have been developed in accordance with the current legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, and the rules and instructions of the Payment System.
- 11.3. These Rules are standard for all Cardholders and define the terms and conditions of the agreement for servicing corporate cards of an account with the issuance of a payment card, concluded between the Bank and a legal entity (hereinafter referred to as the Agreement).
- 11.4. The Agreement is concluded by the legal entity's accession to these Rules in accordance with Article 387 of the Civil Code of the Kyrgyz Republic. To enter into the Agreement, the legal entity submits to the Bank an Application for a Payment Card and for opening a corporate card account in the form approved by the Bank, along with documents in accordance with the requirements of Kyrgyz legislation and the Bank's internal documents.
- 11.5. The Cardholder who has acceded to these Rules assumes all obligations provided for by these Rules.
- 11.6. The corporate card account is maintained in the following currency: Kyrgyz som and/or US dollars in accordance with the terms of issue of the payment card
- 1.1. The Bank reserves the right to establish a minimum balance (minimum balance) on corporate cards, which cannot be spent (used) by the Cardholder for the entire term of the Agreement. The minimum balance is stipulated by the Bank's Tariffs.
- 1.2. These Rules and Tariffs of the Bank are posted on the official website of the Bank [www.eldik.kg](http://www.eldik.kg) and [on](#) stands in the Bank branches providing services to Cardholders.
- 1.3. The Parties agree that the Transaction Register and other documents received by the Bank through the Payment System and from the Processing Center are official documents confirming the Client's Card Transactions.
- 1.4. Bank fees for services rendered on Card transactions are charged according to the Bank's Tariffs in effect on the date of provision of services.
- 1.5. The Cardholder authorizes the Bank to debit funds from corporate card accounts and from any bank accounts of the Cardholder opened in the Eldik Bank OJSC system without acceptance.
- 1.6. Funds received on corporate card accounts are used by the Bank to pay off the total amount of debt as of the current date in accordance with the following order:
  - Bank commission, replenishment of the minimum balance in accordance with the terms of these Rules, reimbursement of the amount of card transactions, as well as other outstanding debt of the Cardholder to the Bank;
  - Technical Overdraft;
  - For making a payment, if the Cardholder or the Additional Cardholder has violated the terms of these Rules and transferred the Card and disclosed the PIN code to a third party;
  - For completed Card transactions, including those completed by third parties using the Card, its analogue or Card details;
  - Other obligations of the Cardholder to the Bank.

**2. Terms and definitions**

- 2.1. **Authorization** is the process by which the issuer confirms the cardholder's authority or authorship to conduct a transaction using a bank payment card. This process results in the issuer's obligation to the acquirer to execute the payment document generated using the card issued by the aforementioned issuer. Authorization can be automated (via a terminal) or voice-activated (via telephone). If the issuer and acquirer are the same entity for a transaction performed using a bank payment card, authorization is the permission granted by the issuer to the client to perform the transaction.
- 2.2. **Authorization Limit** – the maximum amount of funds available to the holder of a bank payment card for performing transactions using bank payment cards.
- 2.3. **The Cardholder (cardholder)** is the legal entity in whose name the Bank has issued the primary and/or supplementary card. The primary cardholder is the account holder for which supplementary cards may be issued. The supplementary cardholder is not the account holder.
- 2.4. **Primary Card** – A bank payment card used by the Cardholder for cashless payments for goods and services at retail and service establishments, money transfers, cash withdrawals, and other transactions stipulated by these Rules. The Card is issued to the Client in accordance with the terms of these Rules. A Card is considered Primary if its holder is a bank account holder.
- 2.5. **Supplementary Card** – A bank payment card issued upon application by the Primary Cardholder in addition to the Primary Card. A supplementary card may be issued in the name of a representative of the Primary Cardholder. A card is considered supplementary if the bank account holder authorizes an authorized representative to conduct transactions on their bank account within the limits and under the terms established in the agreement between the issuer and the bank account holder.
- 2.6. **Application** – Client's application for receiving/reissuing a bank payment card or opening a corporate card account in the payment card system, signed by the Client.
- 2.7. **Card account** – a bank account (corporate card account) opened by the Bank for the Client for the movement of funds and card transactions, in accordance with the legislation of the Kyrgyz Republic and these Rules.
- 2.8. **Blocking a card** is the Bank's taking of measures that suspend or terminate the possibility of carrying out card transactions (in the latter case, this involves the withdrawal of the card from the System upon its presentation (in ATMs when the card is inserted)).
- 2.9. **Statement** – A statement on a card account generated by the Bank at the request of the Cardholder and reflecting the transactions made on the card account for the period of time specified in the Cardholder's request, taking into account the terms of these Rules.
- 2.10. **Code Word** – An alphanumeric combination selected by the Client and specified in the application for a card or in other written documents provided by the Client to the Bank, used by the Parties to identify the Client by telephone.
- 2.11. **A PIN** is a personal identification number that authenticates the user for transactions. The PIN is known only to the cardholder and is issued once, along with the card.
- 2.12. **PIN envelope** – a special sealed envelope issued to the Cardholder, containing an insert on which the PIN code is printed.
- 2.13. **A POS terminal** is a terminal for accepting payments for goods and services at a service or trade establishment using a card and other remote service tools.
- 2.14. **The Transaction Register** is a list of card transactions completed by the Client in the System. In the Transaction Register, the amount of the completed Card Transaction (purchase, cash withdrawal, refund) is indicated in the card account currency;
- 2.15. **An ATM** is a hardware and software system designed to dispense and/or receive cash, obtain information on completed transactions, and perform other operations using a card or other remote service tools.
- 2.16. **Banking day** – a working day of the Bank, except for Saturdays, Sundays and holidays officially established in the Kyrgyz Republic.
- 2.17. **Contactless payment** is a transaction carried out by reading information from a card or other remote service tool at a close distance using a peripheral device using wireless data transmission technology (NFC (Near Field Communication)). field communication) or others.

- 2.18. **Card validity period** - the period during which the card can be used for transactions at service points. The card is issued for a period of 5 years. Expired cards can be reissued by the Client personally applying to the Bank.
- 2.19. **The Payment System (hereinafter referred to as the System)** is a set of software and hardware tools, documentation, and organizational and technical measures that facilitate payments using payment cards in accordance with the internal rules of the system. The Payment System establishes operating rules and performs clearing settlements for Card transactions between System members, with appropriate currency conversion.
- 2.20. **Processing center** – a legal entity that carries out processing.
- 2.21. **Payment card details** – a set of characters and numbers located on the front and back of the payment card.
- 2.22. **Technical Overdraft** – an overdraft that occurs due to reasons beyond the client’s control (for example, exchange rate differences).
- 2.23. **The Bank's terminal network** is a set of Bank devices designed for processing and transmitting data, issuing cash, conducting non-cash transactions, or receiving information on payment cards of the Payment System.
- 2.24. **Contactless payment limit** – a maximum amount of funds set by the Bank that is available to the Cardholder for making a contactless payment using bank cards without entering a PIN code, or a maximum amount for making a contactless payment without entering a PIN code set by a third party.

### **3. The procedure for opening a card account, issuing and storing the Card.**

- 3.1. To open a Card Account, the Client completes an Application in the prescribed form and submits it, along with documents, to the Bank for review in accordance with the requirements of the legislation of the Kyrgyz Republic and the Bank's internal documents.
- 3.2. The Bank, on the basis of the Application and relevant documents, opens a corporate card account in the name of the Client with the placement of a minimum balance on it (if necessary), in accordance with the Bank's tariffs, and issues a Card in the name of the Cardholder.
- 3.3. The Card is the property of the Bank. The Cardholder is responsible for the use and safekeeping of the Card and PIN in accordance with the terms of these Rules, as well as the Regulation on Non-Cash Payments in the Kyrgyz Republic No. 420/21/4, dated September 9, 2005.
- 3.4. The Bank issues the Card to the Client or their authorized representative acting under a power of attorney issued by the Client. Upon receipt of the Card, the Client or their authorized representative signs the designated field on the back of the Card.
- 3.5. Transfer/sale of the Card to other persons for use or as collateral is prohibited.
- 3.6. The Card must not be exposed to adverse factors, such as electromagnetic fields (near displays, magnetized or magnetically-containing items, such as keys or magnetic bag locks), mechanical damage (scratches, dirt, overheating (e.g., from sunlight), etc.), which may damage the magnetic stripe and chip and prevent automated transactions. Avoid using excessive force when handling the Card.
- 3.7. Card transactions carried out in the Automated Authorization Mode and confirmed by entering a PIN code are considered by the Bank to have been completed by the Cardholder.
- 3.8. The PIN code is set by the Cardholder independently using the Bank’s mobile application and/or on self-service devices that support the relevant function.
- 3.9. When entering a PIN, the numbers on the displays of electronic devices are not intentionally displayed, but are replaced by a symbol. It is important to avoid entering the PIN incorrectly. If an incorrect PIN is entered three times in a row (at any time interval, using the same or different electronic devices), the Bank reserves the right to apply security measures, including temporarily blocking the Card or restricting transactions until the circumstances are clarified.

### **4. Using the Card**

- 4.1. The Bank ensures servicing of the Card, the uninterrupted functioning of systems and electronic devices over which it has direct control, and takes all possible measures to restore service in the event

of its suspension for reasons beyond the Bank's control.

- 4.2. The Card is serviced at retail and service establishments, cash points, self-service devices, and other channels that support transactions using the payment system.
- 4.3. To complete a transaction, the Cardholder uses the Card, its details or a digital analogue (including through electronic devices), and confirms the transaction using one of the provided authentication methods (PIN code, one-time password (OTP), confirmation in a mobile application, biometrics and other methods).
- 4.4. When using an ATM, please remember that if the returned card or dispensed banknotes are not removed from the dispensing device by the Cardholder within 20-40 seconds, the security system will be activated and, to protect the Cardholder's funds, the card or banknotes will be retracted into the ATM and retained in a special compartment. In such cases, the card will be returned to the Cardholder by the local bank participating in the System (hereinafter, the local bank) servicing the ATM only after ascertaining the reasons for the card's retention and consulting with the Bank. The transaction amount (or the unrecovered portion thereof) debited from the Cardholder's card account following authorization can only be restored after the ATM has been reinstated and the amount of cash not withdrawn by the Cardholder has been clarified. The Cardholder may contact the Bank for assistance in negotiating with the local bank servicing the ATM.
- 4.5. If the Card and/or banknotes are detained in the Bank's devices, the Card and/or banknotes will be returned to the client after the appropriate inspection by the Bank's branches. The terms and procedure for returning the Card and/or funds are determined by the Bank's internal documents and the rules of the payment systems.
- 4.6. If the Cardholder conducts Card Transactions in a currency different from the currency of the card account, the Bank automatically converts the amount at the Bank's commercial exchange rate. The exchange rate at the time of the transaction may differ from the rate at the time it is processed in the Bank's system, which may result in a difference between the amount by which the payment card balance is reduced/increased at the time of the transaction and the amount actually debited/credited to the card account when the transaction is processed in the Bank's system. Any exchange rate difference that arises is debited/credited to the card account when the transaction is processed in the Bank's system. Funds are debited/credited to the card account within 2-30 days after the Card Transaction (authorization) is completed at the Bank's commercial exchange rate in effect on the day the funds are debited/credited to the card account.

## **5. Online payment using a payment card**

- 5.1. The Bank has the right to unilaterally regulate the conditions for providing holders of Payment Cards with access to Internet payments, including opening or closing access to Internet payments by default for all holders of the Bank's cards.
- 5.2. When making payments online, the Client independently evaluates the reliability of the seller (length of service, reputation, availability of a postal address, terms of return, reimbursement and delivery of goods/services, etc.), for which he/she provides the details of his/her Payment Card.
- 5.3. In the event that the Payment Card Holder wishes to make payment for purchased goods/services via the Internet using the Card data, the Payment Card Holder hereby confirms his/her full and unconditional consent that:
  - The Card account will be debited for the transaction amount and the amount of fees applicable for this type of transaction by the Bank and/or the seller of the goods/services and/or the Payment System and/or the seller's bank for transactions carried out by the Payment Card Holder via the Internet using the Card data (Card number, its expiration date, CVV2, etc.) and/or the Payment Card Holder's data.
  - The Payment Card Holder shall bear full responsibility for all transactions that may be carried out via the Internet using the Payment Card data and/or the Payment Card Holder's data, even if the transactions were carried out not by the Payment Card Holder himself, but by any third party who became aware of such data in connection with their use by the Payment Card Holder

for payments via the Internet, in case of improper storage of the Card, when third parties had access to the Card, in any other cases that resulted in third parties having data about the Card and/or the Payment Card Holder that allows payments to be made via the Internet without the consent of the Payment Card Holder.

- 5.4. The Payment Card Holder hereby acknowledges that he/she assumes all risks associated with:
- Possible access by third parties to the Card data and/or the Payment Card Holder's data, which the latter used when making payments via the Internet using the Card.
  - Implementation by a third party who has become aware of the Card data and/or the Payment Card Holder's data of any payments via the Internet.
- 5.5. The Payment Card Holder assumes all possible losses, damages, losses, etc., arising as a result of a third party making payments via the Internet using the Card data and/or the Payment Card Holder's data, and hereby guarantees that it will not file any claims against the Bank or any lawsuits against it in such cases, since the Bank has previously and fully informed the Payment Card Holder of the possible risks associated with making payments via the Internet using the Card and/or the Payment Card Holder's data. The Payment Card Holder hereby acknowledges and confirms that he has been notified of the provision of the technical ability to make payments via the Internet using the Card data and/or the Payment Card Holder's data, and that he releases the Bank from any liability, and the Bank, accordingly, does not bear any liability to him for any consequences that may arise for the Payment Card Holder when making payments via the Internet using the Card either by the Payment Card Holder himself or by any third party, authorized or not authorized by the Payment Card Holder.
- 5.6. The Bank is not responsible for transactions made on fraudulent websites.

## **6. Card Blocking**

- 6.1. In case of loss or theft of the Card, you must immediately contact any branch of the Bank to submit a claim or contact the Bank's Contact Center by phone/ WhatsApp: 9111, +996 (706) 911 111. The request must indicate the last name, first name and patronymic or the name of the legal entity of the Cardholder and the last name, first name, patronymic of his representative, and, if possible, additional information: Date of birth, Card number and expiration date, as well as the reason for blocking.
- 6.2. An oral request to block the card must be confirmed by providing a code word and passing identification, as well as a written request from the Cardholder, submitted to the relevant Bank branch within two banking days of the oral notification. If the Cardholder is abroad or otherwise unable to appear at the Bank within the specified time, the Cardholder, upon returning from their trip abroad or at the first opportunity, must submit a written request to the Bank confirming the blocking request.
- 6.3. Telephone calls to the Bank are recorded to analyze any possible controversial situations.
- 6.4. If the Bank establishes the fact of blocking the card after successful identification, claims for the consequences of blocking by the Bank will not be accepted.
- 6.5. After Blocking the Card, based on an additional written application from the Cardholder, the Bank issues a new Card for the Cardholder's account, with a new number and PIN code.
- 6.6. If a Card previously reported lost is discovered, the Cardholder must immediately notify the Bank and then return the Card to the Bank. If the Card is not found, the Cardholder assumes all risks associated with the Card's non-return and reimburses the Bank for any expenses the Bank may incur related to the Card's non-return.
- 6.7. The Bank has the right to determine the extent of liability of the Cardholder in the event of negligence in storing the card or failure to maintain the secrecy of the PIN code, even after the Cardholder has blocked the card, as well as in the event of deliberate illegal actions by the Cardholder.
- 6.8. The Bank has the right to send the details of a blocked card through the network of Card Service Points in order to prevent its unauthorized use.

## **7. Receiving statements on the card.**

- 7.1. The cardholder can receive statements:
- directly from the Bank teller;

- Obtaining a mini-statement via ATM. Information on the last 10 transactions is provided.

## **8. Card validity period, termination of card use, card replacement**

- 8.1. The Card indicates its expiration date (month and year). The Card is valid until the end of the last day of the month indicated on it. All expired Cards are blocked and/or archived upon expiration, as established by the system's technical regulations.
- 8.2. In case of refusal to use the Card, the Holder is obliged to submit a corresponding written statement to the Bank and return the Card.
- 8.3. The Card is replaced in cases where its validity period expires, the Card is damaged, the PIN code is compromised, etc. The replaced Card must be returned to the Bank.
- 8.4. In the event of the expiration of the card and the Cardholder's desire to continue using the payment bank card, the Cardholder is obliged, no later than 5 (five) banking days before the expiration of the card, to submit an application for reissuance of the card due to its expiration.

## **9. Rights and obligations of the Bank**

### **9.1. Bank have the right to:**

- 9.1.1. Change unilaterally the interest scheme and interest rates on card accounts and the cost of services provided by the Bank by posting the relevant changes and additions, at least 10 banking days before the entry into force of such changes and additions, on the Bank's information boards and on the Bank's [corporate website at: www.eldik.kg](http://www.eldik.kg).
- 9.1.2. The Bank issues, and the Cardholder accepts for use, the Card, which is used to conduct card transactions in all devices where the System's brand logos are present.
- 9.1.3. Change [and supplement these Rules, notifying the Client in advance by posting the relevant information on the Bank's billboards and on the Bank's corporate website at \[www.eldik.kg\]\(http://www.eldik.kg\)](#) at least 10 banking days before the new terms and conditions come into effect.
- 9.1.4. Without prior notice, suspend operations on the Client's card account or unilaterally terminate the Agreement with one calendar month's notice to the Client and close the card account in the event of the Client's failure to provide the information specified in paragraph 10.2.16 of these Rules within the requested period, the Cardholder's violation of the terms of these Rules, or in other cases stipulated by the legislation of the Kyrgyz Republic.
- 9.1.5. Do not accept for consideration the Client's claim for refusal of the completed transaction if it is established that the correct PIN code, one-time password (OTP), or other means of authentication required to complete the card transaction were entered.
- 9.1.6. Do not accept for consideration a claim regarding a card transaction after 30 (thirty) calendar days from the date of its execution.
- 9.1.7. The Bank shall not be liable for contactless transactions carried out by the Cardholder within the limits set by the Bank and/or third parties for contactless payments.
- 9.1.8. Destroy the Card that is not claimed by the Client within 3 (three) months after its issue by the Bank.
- 9.1.9. Write off from the Cardholder's Card Account without acceptance:
  - the amount of the Card Transaction specified in the Transaction Register;
  - the amount of the commission due to the Bank in accordance with the Bank's Tariffs in effect at the time the Cardholder performs the transactions;
  - the amount of the Cardholder's debt to the Bank (including penalties);
  - the amount of funds erroneously credited by the Bank to the Cardholder's Card Account;
  - the amount of funds for transactions completed using the Primary/Additional Card issued on the Cardholder's Card Account;
  - funds when collecting funds on the basis of documents in accordance with the current legislation of the Kyrgyz Republic;
- 9.1.10. Without acceptance, in the event of insufficient funds on the Cardholder's Card Account, write off funds from any bank accounts of the Cardholder opened with Eldik Bank OJSC if they are not repaid within 5 (five) banking days from the moment the Bank notifies the Cardholder of the formation of

the Debt.

- the amount of the Cardholder's debt to the Bank (including penalties);
- the amount of funds for transactions completed using the Primary/Additional Card issued on the Cardholder's Card Account;

9.1.11. Without acceptance, in the event of insufficient funds on the Card Account, including the amount of the permitted technical overdraft, interest on it and remuneration in accordance with the Tariffs, write off funds from any bank accounts of the Cardholder opened in Eldik Bank OJSC to pay for expenses and payments arising from these Rules.

9.1.12. Block the Card with subsequent cancellation and require the Cardholder to return the Card within 5 (five) Banking Days in the following cases:

- Repeated occurrences of Technical Overdraft. The number, frequency, and amounts of technical overdrafts resulting in card blocking are determined by the Bank independently on a case-by-case basis;
- failure of the Cardholder to fulfill obligations under the Agreement and these Rules;
- receipt by one of the Parties of notice of termination of the Agreement;
- seizure, suspension of transactions on the Card Account or other encumbrance of the Card Account in accordance with the legislation of the Kyrgyz Republic.
- upon receipt of an oral notification or Application from the Cardholder to block the 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.

9.1.13. If the Cardholder fails to appear at the Bank to receive the Card within a period of more than 3 (three) calendar months from the date of filing the Application for opening a Card Account, unilaterally terminate the Agreement and close the account, notifying the Client one calendar month in advance, and cancel the Card.

9.1.14. Cancel Additional Cards issued for the Card Account in the event of cancellation of the Primary Card.

9.1.15. Suspend service to the Cardholder in the following cases:

- occurrence of technical malfunctions when working with the System - until they are eliminated;
- changing software and carrying out preventive maintenance;

9.1.16. In the event of the Cardholder's insolvency, file a claim in court for reimbursement of the Cardholder's Card Debt in accordance with the current legislation of the Kyrgyz Republic.

## **9.2. Bank is obliged to:**

9.2.1. Ensure servicing of the Card Account and the Card in accordance with the terms of these Rules.

9.2.2. Conduct transactions on the Card Account in accordance with the terms of these Rules and the current legislation of the Kyrgyz Republic.

9.2.3. Credit funds to the Card Account no later than the banking day following the day of receipt by the Bank of duly executed supporting payment documents on their crediting, in accordance with the current legislation of the Kyrgyz Republic.

9.2.4. Provide, upon the presence of a corresponding Application from the Cardholder for the Card Account, the Cardholder or his authorized representative, acting on the basis of a duly executed power of attorney issued by the Cardholder, a statement of the Card Account in paper form, which reflects all Card transactions made on the Card Account for the requested period.

9.2.5. Within one banking day upon receipt of the Cardholder's Application to block/unblock the card, Block/Unblock the Card.

9.2.6. Notify the Cardholder in writing of the formation of a Technical Overdraft no later than 10 (ten) banking days from the date of formation of such Overdraft, in order to pay off the

Cardholder's Debt to the Bank.

- 9.2.7. Based on the Client's application, close the Card Account and the remaining amount of funds after deducting the relevant commissions/debts to the Bank, transfer according to the details specified in the Application, or issue in cash, after completion of all mutual settlements within the timeframes specified in these Rules.
- 9.2.8. In the absence of debts to the Bank, return to the Cardholder the amount of the minimum balance after 30 (thirty) calendar days from the date of cancellation of the Card.

## **10. Rights and obligations of the Cardholder**

### **10.1. Holder cards has right:**

- 10.1.1. Use the card in accordance with the terms of these Rules.
- 10.1.2. Conduct card transactions within the limits of the balance of the Cardholder's funds on the Card Account that do not contradict the current legislation of the Kyrgyz Republic, the Bank's regulatory documents and these Rules.
- 10.1.3. Top up your card account with cash, as well as make cashless payments to any legal entities, individuals, or sole proprietors. Manage funds, within the Authorization Limit, using your card using your personal PIN—the equivalent of a handwritten signature, confirming that the transaction was made by an authorized person.
- 10.1.4. Based on the Application, issue and/or cancel Additional Cards for the Card Account in accordance with the terms of these Rules.
- 10.1.5. Contact the Bank with a request to Block or Unblock the Card in the manner prescribed by these Rules and the terms of the Agreement.
- 10.1.6. Submit a claim to the Bank regarding the completed Card Transaction, if the Cardholder objects, within 30 (thirty) calendar days from the date of the Card Transaction. Otherwise, the completed Card Transaction is considered confirmed, and the Bank will not accept any further claims from the Cardholder.
- 10.1.7. A refund may be granted if an application is submitted in accordance with the deadlines specified in Section 10.1.6. of these Rules and additional information requested by the Bank is provided within 5 banking days. In the event of failure to provide, partial provision of, or late provision of the requested information for a specific claim, the Bank will cease processing the claim. Funds will be restored to the Cardholder's Card Account if the claim is resolved favorably in the Bank's favor.
- 10.1.8. Submit an Application for reissue of a bank payment Primary/Additional Card due to its loss, theft and/or unauthorized use, or damage.
- 10.1.9. Use the services provided by the System in accordance with the terms of these Rules.
- 10.1.10. Delegate authority to the holder of the Additional Card to Block/Unblock the Additional Card issued to this Holder of the Additional Card, in accordance with the terms of these Rules.
- 10.1.11. Terminate the Agreement by notifying the Bank in writing 30 (thirty) calendar days prior to the expected date of termination of the Agreement by submitting an application to close the Card Account.

### **10.2. Holder cards is obliged to:**

- 10.2.1. To open a Card account and issue a card, provide the Bank with all necessary documents stipulated by the legislation of the Kyrgyz Republic and the Bank's internal documents.
- 10.2.2. Comply with the terms of the Agreement and these Rules, including ensuring compliance with the relevant terms of the Agreement and these Rules by the Holder of the Additional Card.
- 10.2.3. Pay off any outstanding debt within the timeframes specified in these Rules.
- 10.2.4. Pay for Bank services in accordance with the terms of these Rules and the Bank's Tariffs. When performing card transactions, take into account the Bank's commission for the completed transactions.
- 10.2.5. To bear in full all costs (expenses) for Card transactions made using the Card, certified by entering

the PIN code or the signature of the Cardholder or the Holder of the Additional Card.

- 10.2.6. Be fully responsible to the Bank for the use of all Cards issued for the Card Account in accordance with the terms of the Agreement and these Rules.
- 10.2.7. Use a card account to store and accumulate funds, as well as to manage cash flows and card transactions.
- 10.2.8. In case of loss, theft 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 these Rules and the Agreement.
- 10.2.9. Reimburse the Bank for the costs of Blocking the Card and placing it on the Stop List no later than 5 (five) Banking Days from the date of Blocking the Card, in accordance with the Bank's current Tariffs.
- 10.2.10. In the event of termination of the Agreement, transfer to the Bank the Cards issued in accordance with the terms of the Agreement and these Rules for the Card Account no later than 5 (five) Banking Days from the date of receipt by one of the parties of written notice of termination of the Agreement.
- 10.2.11. Stop making Card transactions on the Cards upon receipt of a corresponding written notice from the Bank and, within 5 (five) Banking Days from the date of receipt of the notice, return the corresponding Cards issued for the Card Account in accordance with the terms of these Rules.
- 10.2.12. Avoid Technical Overdraft and regularly monitor the status of the Card Account.
- 10.2.13. Do not transfer the Card to third parties. Use of the Card by third parties is prohibited. Violation of this condition will result in confiscation of the Card by the Bank, unilateral termination of the Agreement, and reimbursement by the Cardholder to the Bank for all damages (expenses) incurred.
- 10.2.14. Ten (10) banking days prior to the Card's expiration date, submit a Card reissue request to the Bank. If the Cardholder fails to submit a Card reissue request, the Card will be automatically cancelled, and a new Card will be issued in the future based on the Customer's request.
- 10.2.15. Within 30 (thirty) calendar days, pay for all Card transactions made using the Card, in accordance with the Transactions Register in the following cases:
  - in the event of receipt of a written notice by the Cardholder regarding the cancellation of the Card at the initiative of the Bank from the date of receipt of this notice;
  - in case of Blocking of the Card by the Bank based on the relevant application of the Cardholder without inclusion in the Stop List from the date of Blocking.
- 10.2.16. Provide, upon request of the Bank, in accordance with the Legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 5 (five) days, any requested information, as well as documents related to the Client's activities and the banking operations carried out by him.
- 10.2.17. Reimburse in full any expenses and legal costs incurred by the Bank due to the fault of the Cardholder, or related to the blocking and/or seizure of a lost/stolen Card.
- 10.2.18. Notify the Bank in writing of any changes to your details (legal address (residential address), telephone number, e-mail address, fax number) no later than 10 days from the date of change and, within ten days, notify the Bank of any changes to your constituent documents, licenses and provide copies of the relevant documents.

## **11. Technical overdraft**

- 11.1. When a Technical Overdraft is established, the Cardholder is obliged to pay the Bank the full amount of the Technical Overdraft, taking into account the Bank's commission, within the timeframes specified in these Rules;
- 11.2. Funds received on the Card Account are used by the Bank to pay off the total amount of the Technical Overdraft debt as of the current date in accordance with the following order:
  - Technical Overdraft Fee;
  - Technical Overdraft;
  - for making a payment if the Cardholder or the Additional Cardholder has transferred the Card and

disclosed the PIN code to a third party;

- for completed Card transactions, including those completed by third parties using the Card, its equivalent, or Card details.

11.3. If the Technical Overdraft is not repaid within 5 (five) banking days from the date the Bank notifies the Cardholder of the Technical Overdraft, the debt will be repaid from the minimum balance. If the minimum balance is insufficient to repay the Technical Overdraft, the remaining balance will be written off in accordance with paragraph 9.1.9 of these Rules.

## **12. Responsibility of the parties**

12.1. The Bank is liable for any erroneous transaction on the Card Account due to its fault. In this case, the Bank's liability is limited to canceling the erroneous transaction.

12.2. The Bank is responsible for maintaining the confidentiality of the Cardholder's transactions.

12.3. The Bank is not responsible for:

- refusal of a third party to service the Card;
- the quality of goods and services purchased using the Card;
- limits, restrictions and additional rewards (interests) on the Card established by a third party that may affect the interests of the Cardholder;
- consequences (including transactions carried out on a lost/stolen/compromised card) of the Cardholder/Additional Card's untimely appeal to the Bank with a request to Block the lost/stolen/compromised Card;
- situations related to failures in the operation of systems that ensure the reception, processing and transmission of data on transactions carried out using the Card for reasons beyond the control of the Bank;
- settlement of disputes and disagreements between the Cardholder and the Additional Cardholder;
- for damages arising as a result of violations of the terms of these Rules by the Cardholder, as well as the rules and obligations arising from them;
- confidentiality of information sent to the Cardholder via open communication channels, including SMS, e-mail, fax, etc., if the Cardholder has initiated a request via the specified communication channels or has given instructions to send this information via the specified communication channels;
- the impossibility of making transactions on a card account in the event of a seizure of funds or suspension of transactions on a card account based on the relevant documents of authorized bodies and officials, presented in accordance with the current legislation of the Kyrgyz Republic;
- for the refusal of a service or trade enterprise to return funds for a disputed card transaction, if such refusal was made in compliance with the requirements of the payment system rules;
- possible negative consequences of access to 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;
- 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;
- 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;
- losses arising from fraudulent actions related to payment for goods/services via the Internet, mail/telephone orders (MOTO), or transfers/payments via the application.

12.4. The Cardholder is responsible for:

- failure to promptly contact the Bank with a request to block a lost/stolen Card;
- failure to return to the Bank funds erroneously credited to the Card Account in accordance with

the current legislation of the Kyrgyz Republic and these Rules;

- for transferring the card or unauthorized access to it by unauthorized persons, as well as for disclosure of information (PIN code, number, expiration date, CVV/CVC code, etc.) necessary for managing the card account and making transactions using the card;
  - for transactions on the card account carried out by the Cardholder;
  - damage caused to the Bank as a result of non-compliance with the terms of the Agreement and the requirements of these Rules - in the full amount of damage caused to the Bank;
  - for the completeness and accuracy of the information provided to the Bank in accordance with these Rules. The Client undertakes to promptly notify the Bank of any changes to the information contained in the Agreement. In the event of incorrect or incomplete information being provided, as well as in the event of late provision of information, the Client shall fully compensate the Bank for any damages incurred in this regard;
  - expenses and legal costs incurred by the Bank due to the fault of the Cardholder - in the full amount of damage caused to the Bank;
  - Any losses resulting from 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, 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.
- 12.5. The Parties shall be released from liability for partial or complete failure to fulfill their obligations if it resulted from force majeure circumstances: fire, flood, earthquake, technical failure, software failure, power supply and data transmission systems failure and other circumstances beyond the control of the Parties, as well as in cases of decisions, decrees, orders, determinations, etc. adopted by the National Bank of the Kyrgyz Republic, authorized bodies of the Kyrgyz Republic in relation to the Parties/or one of the Parties, in connection with which it will be impossible to fulfill the obligations under these Rules in a timely manner and on time, provided that the Party that was thus prevented from fulfilling the obligations of these Rules has made reasonable efforts to mitigate the impact of these circumstances, and will continue to make every effort to fulfill the terms of these Rules as fully as possible.
- 12.6. In the event of the occurrence of force majeure circumstances specified in paragraph 12.5 of these Rules, the Party in respect of which such circumstances have occurred shall notify the other Party within 10 (ten) calendar days from the occurrence of the circumstances, attaching supporting documents issued by the relevant competent authorities.

### **13. Additional terms and conditions**

- 13.1. In the event of a change in the current legislation of the Kyrgyz Republic, the terms of these Rules shall apply to the extent that they do not contradict the current legislation of the Kyrgyz Republic; in the extent that they contradict the current legislation of the Kyrgyz Republic, the terms of these Rules shall cease to apply and the provisions of the current legislation of the Kyrgyz Republic shall apply.
- 13.2. In the event of changes being made to the rules of the System, the parties agree to apply the provisions of the Rules of the System, taking into account the changes made in the part that does not contradict the legislation of the Kyrgyz Republic in the implementation of these Rules.
- 13.3. The Parties recognize transactions made using the card, PIN code or other means of access to the account as transactions made by the Cardholder.
- 13.4. The Cardholder agrees to the recording of telephone conversations between the Bank and the Cardholder and/or Supplementary Cardholder when the Cardholder and/or Supplementary Cardholder verbally requests the Bank to block the Card. The audio recording of the telephone conversation between the Bank and the Cardholder and/or Supplementary Cardholder serves as evidence of the Cardholder and/or Supplementary Cardholder's verbal request to the Bank to block the Card.

#### **14. Dispute resolution**

- 14.1. The cardholder has the right to request from the Bank copies of documents confirming the correctness of the withdrawal of funds for card transactions.
- 14.2. For all disputes, the Cardholder submits a written request to the Bank, which, if the claim is accepted, acts before the payment systems on behalf of the Cardholder.
- 14.3. The statute of limitations and procedure for resolving a disputed Card Transaction are established by the rules of the relevant payment system. If the claim is valid, the Bank will restore the amount of the Card Transaction to the Cardholder's account in accordance with the specified rules.

#### **15. Claims procedure**

- 15.1. If a card is confiscated by a Bank ATM, the Client must submit a request to any Bank branch/savings bank. This request must include the Client's name and the full name of the Client's representative, identification document details, contact information, ATM location, and the date and time of card confiscation. The request must be certified by presenting identification documents of the Client and their representative and signed by an authorized person. The request review period is determined by the Bank's fees.
- 15.2. If a card is confiscated by an ATM of another Bank, the Client must contact any branch/savings bank of the Bank with a statement, indicating the name and full name of the Client's representative, identity document details, contact information, the name of the Bank, the location of the ATM, the date and time of card confiscation, and a detailed description of the situation. The statement is certified by the presentation of documents identifying the Client and is also signed by an authorized person. Based on the Client's statement, the Bank contacts the Acquiring Bank that confiscated the Client's card to have the card retrieved by an authorized Bank employee. The execution period is set by the Bank's tariffs. If funds are not dispensed from an ATM of the Bank, the Client must contact any branch/savings bank of the Bank with a statement, indicating the name and full name of the Client's representative, identity document details, contact information, the location of the ATM, and the date and time of card confiscation. The statement is certified by the presentation of documents identifying the Client and is also signed by an authorized person. If available, please attach a receipt issued by the Bank's ATM indicating the cash withdrawal transaction was not completed. The application review period is determined by the Bank's fees.
- 15.3. If cash is not withdrawn from an ATM of another Bank, the Client must submit a request to any branch/savings bank of the Bank. The request must include the Client's name and the full name of the Client's representative, identification document details, contact information, the name of the Bank, the location of the ATM, the date and time of card withdrawal, and a detailed description of the situation. The request must be verified by presenting documents identifying the Client and signed by an authorized representative. If available, a receipt issued by the ATM of the acquiring Bank that failed to withdraw the funds must be attached to the request, indicating that the cash withdrawal transaction was not completed. Based on the Client's request, the Bank will contact the acquiring Bank in accordance with the established procedure. Review and resolution timeframes are set by the Bank's fees and the rules of the payment systems.
- 15.4. These Rules are an integral part of the Agreement for servicing corporate cards of an account with the issue of a Payment Card and are mandatory for execution by the Cardholder.

*Appendix 8 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Rules for connecting and using the "My Business" service (Merchant acquiring)**

This Appendix is an integral part of the Public Offer of Eldik Bank OJSC and defines the terms and conditions for the Client's payment acceptance service through the Ishker app (merchant acquiring). Access to this Appendix is accomplished by clicking the "Connect Service" button in the Ishker app, which constitutes full and unconditional acceptance of the terms of this Appendix.

**1. Terms and definitions**

**The service** is a software and hardware complex called "Personal Account," accessible through the Ishker mobile app and designed for managing retail outlets, cashiers, and accepting payments.

**Point of Sale** – a Client's business entity registered in the Service for accepting payments.

**Cashier** – a person added by the Client to the Service and authorized to accept payments on behalf of the Client.

**Payer** – an individual or legal entity making payment for the Client's goods, works or services via a QR code or POS terminal.

**QR code** is a two-dimensional barcode symbol for transmitting payment data, containing information about the Client without the total amount (static QR) or with the total amount (dynamic QR).

**A POS terminal** is a device for accepting cashless payments using payment cards.

**Transaction** – a successful operation to write off funds from the Payer's account in favor of the Client.

**Tariffs** – the price set by the Bank and charged directly for services provided within the framework of this Appendix. Current Tariffs are posted on the website [www.eldik.kg](http://www.eldik.kg).

**2. Subject**

2.1. The Bank provides the Client with access to the Service for:

- adding and managing retail outlets;
- adding and managing cashiers;
- providing the entrepreneur's cashiers with the opportunity to accept non-cash payments;
- POS terminal bindings;
- acceptance of payments via QR code and other tools provided by the Bank;
- viewing information on operations and transactions.

**3. Rights and obligations of the parties**

**3.1. The Bank is obliged to:**

- provide the Client with access to the Service;
- process payment acceptance transactions and credit funds to the Client's current/card account with the Bank no later than 3 (three) business days from the date of receipt of the report from the processing center;
- provide the Client with a QR code to accept payments;
- provide consulting and technical support on matters related to the operation of the Service;
- comply with the requirements of the legislation of the Kyrgyz Republic in the field of payment transactions.

**3.2. The Bank has the right to:**

- Withhold commissions payable by the Client in accordance with the Bank's Tariffs from any of the Client's bank accounts opened with the Bank in any currency without further authorization. If the Client's account is opened in a foreign currency, the conversion will be carried out at the Bank's

- commercial exchange rate at the time of debiting;
- [terms of this Appendix, including Tariffs, with prior notice to](#) the Client 10 (ten) business days before the changes come into effect by posting information on the [website www.eldik.kg](http://www.eldik.kg)
- temporarily suspend the provision of the service for technical or other reasons until such reasons are eliminated;
- verify the compliance of the Client's actual and declared activities, suspend suspicious (fraudulent) transactions and access to the Service in the event of identified violations;
- write off without acceptance from any account of the Client in the Bank the amounts that the Bank is forced to reimburse to the Payer due to the actions or inactions of the Client;
- request from the Client documents and information necessary to comply with the requirements of the legislation of the Kyrgyz Republic.
- within the Service, the Bank reserves the right to grant various levels of access to users, including the owner, administrator, accountant, and cashier. The Client independently determines the scope of user permissions and is responsible for granting, modifying, and terminating their access.
- the bank has the right to monitor the Client's transactions in order to comply with the requirements of the legislation of the Kyrgyz Republic in the area of combating the financing of terrorist activities, legalization (laundering) of criminal proceeds and other mandatory requirements.
- the bank has the right to temporarily suspend transactions, restrict access to the Service, or request additional documents and information if transactions are detected that show signs of being suspicious, fraudulent, transit, fictitious, or other high-risk transactions.
- the client undertakes, upon request of the Bank, to provide documents and information confirming the legality of the activity, the origin of funds, the economic significance of the transactions and information about goods, works or services.
- if the Client fails to provide the requested information, the Bank has the right to refuse to carry out transactions or terminate the provision of the Service.
- the bank has the right to carry out preventive, technical and regulatory work, which may entail temporary restriction of access to the Service or suspension of transactions.
- the Bank does not guarantee uninterrupted and continuous operation of the 24/7 Service.

### **3.3. The Client is obliged to:**

- have an open current account with the Bank and pay fees on time in accordance with the Tariffs;
- accept payments via QR code on equal terms with other payment methods;
- place informational materials about the possibility of accepting payments using a QR code in prominent places at retail outlets;
- promptly notify the Bank of any changes in data, type of activity or details within 10 (ten) business days;
- store documents and information on transactions for at least the period established by the legislation of the Kyrgyz Republic, but not less than 1 (one) year from the date of the transaction.
- use the Service in a lawful manner, ensure confidentiality of access and provide the Bank with reliable data;
- immediately restrict or terminate a cashier's access to the Service in the event of dismissal, change of authority, or loss of trust in such person. Until access is blocked, all actions by the cashier are considered to be performed on behalf of the Client.
- provide the Bank with consent to the processing, storage, and transfer of personal data necessary for the provision of the Service, the execution of transactions, compliance with the requirements of the legislation of the Kyrgyz Republic, and interaction with processing centers, payment systems, and other settlement participants.

### **3.4. The Client has the right to:**

- use the Service within the scope of its functionality;
- receive information about transactions and contact the Bank's support service;
- disable the Service in the manner prescribed by this Appendix;

- carry out return transactions in accordance with the terms of the return policy and require the Bank's advisory and technical support when carrying them out.
- 3.4.1. The Client has the right to create and manage retail outlets within the functionality of the Service.
- 3.4.2. The client has the right to add cashiers and grant them access to accept payments.
- 3.4.3. All actions by cashiers within the Service are considered the actions of the Client. The Client is fully responsible for transactions at points of sale and the actions of cashiers, including compensating the Bank for any losses caused by the illegal actions of cashiers.

#### **4. Commissions and settlements**

- 4.1. The Bank charges a commission for transactions processed through the Service in accordance with the Bank's current Tariffs. The commission is deducted automatically and directly upon each payment.
- 4.2. If it is impossible to debit the funds without acceptance, the Bank shall present the Client with an invoice for payment, payable within 5 (five) business days from the date of issue.
- 4.3. Other fees may be established by the Bank's current Tariffs.

#### **5. Responsibilities of the parties**

- 5.1. The Parties shall be liable for failure to perform or improper performance of their obligations under this Appendix in accordance with its terms and the current legislation of the Kyrgyz Republic.
- 5.2. The Bank is not responsible for:
- failures in the operation of technical equipment and software malfunctions due to reasons beyond the control of the Bank, which may lead to a temporary suspension of payment acceptance;
  - disputes and disagreements arising between the Client and the Payer regarding the quality of goods, works or services;
  - delay in payments in the event of detection of suspicious or fraudulent activity.
- 5.3. The Client is fully responsible for all operations within the Service, the actions of cashiers, and the security of access to the Service.

#### **6. Settlement of disagreements and consideration of disputes**

- 6.1. All disputes and disagreements are resolved through negotiations and the filing of claims. The party receiving the claim undertakes to review it and respond within five (5) business days of receipt.
- 6.2. If it is impossible to reach an agreement through negotiations, the dispute is referred to the judicial authorities of the Kyrgyz Republic for consideration.
- 6.3. The parties are released from liability for partial or complete failure to fulfill obligations due to circumstances beyond their control (force majeure): fire, flood, earthquake, power failure, decisions taken by government authorities that directly or indirectly impede the fulfillment of obligations.

#### **7. Unsubscribing from the Service**

- 7.1. The Bank has the right to disconnect the Client from the Service in the event of a violation of the terms of this Appendix, the legislation of the Kyrgyz Republic, or the detection of fraudulent activities when using the Service, notifying the Client 10 (ten) calendar days prior to disconnection.

#### **8. Other conditions**

- 8.1. The bank has the right to unilaterally amend this Appendix, including the Tariffs, by notifying the Client by posting information on the official website [www.eldik.kg](http://www.eldik.kg) no later than 10 (ten) business days prior to the changes taking effect. Continued use of the Service by the Client after the changes take effect constitutes full acceptance of the new terms .
- 8.2. This Appendix is effective from the moment of acceptance by the Client under the general terms and conditions of the Public Offer of Eldik Bank OJSC and constitutes an integral part thereof. In all matters not regulated by this Appendix, the general terms and conditions of the Public Offer and the legislation of the Kyrgyz Republic shall apply.

*Appendix 9 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Rules for opening and maintaining a savings account for legal entities**

1.1. The Client transfers funds to the Bank's account for the formation of the authorized capital of a newly created legal entity, and the Bank accepts the Client's funds by crediting them to an interest-free savings account opened in the Client's name.

**2. Calculation procedure.**

2.1. The cost of the Bank's services is paid by the Client in the amount and under the terms stipulated by this agreement and the tariffs in effect at the time of the transaction.

**3. Rights and obligations of the parties**

**3.1. The Client undertakes to:**

3.1.1. Provide the Bank with the documents required to open an account.

3.1.2. Comply with the current legislation of the Kyrgyz Republic and regulations that are legally binding on banks and legal entities carrying out settlements, regarding settlement services, non-cash payments and cash transactions.

3.1.3. Pay the cost of the Bank's services in accordance with the terms of this agreement and current tariffs.

3.1.4. After registering with the justice authorities as a legal entity, open a current account in the national currency of the Kyrgyz Republic and provide details for transferring the formed authorized capital.

3.1.5. Provide, upon request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 3 days any requested information and documents.

3.1.6. Use the account only for its intended purpose.

**3.2. The Bank undertakes to:**

3.2.1. Open an interest-free savings account for the Client in the national currency of the Kyrgyz Republic.

3.2.2. Provide consultation to the Client on matters of the legislation of the Kyrgyz Republic on settlements, banking technology, document flow rules and other issues related to settlement and cash services.

3.2.3. Issue a certificate for presentation at the place of demand on the existence of a savings account.

3.2.4. Ensure confidentiality and maintain commercial secrets regarding transactions carried out on the Client's account.

3.2.5. Return to the Client the entire amount of funds deposited into the savings account if the Client has documents confirming the refusal of the justice authorities to register.

3.2.6. After registering with the justice authorities, in accordance with the Client's application to close the savings account, transfer the available funds from this account according to the details provided by the Client.

**3.3. The Bank has the right to:**

3.3.1. Provide any information the Bank has about the Client, in cases stipulated by the legislation of the Kyrgyz Republic.

3.3.2. Without prior notice, unilaterally terminate the agreement and close the account in the event of the Client's failure to provide the Bank with information within the requested time period, at the Bank's request in accordance with the legislation of the Kyrgyz Republic and the Bank's internal procedures (within 3 days), as well as any requested information and documents stipulated by the

legislation of the Kyrgyz Republic.

- 3.3.3. Unilaterally close the Client's account by providing one month's notice if the funds have not been claimed by the Client or if there has been no movement of funds on the account for six (6) months. Upon the Client's request, pay the remaining funds in accordance with the Bank's established procedure.

**3.4. The client has the right to:**

- 3.4.1. Terminate the agreement and close the account in the manner provided for in paragraph 6.2 of this agreement.

**4. Responsibility of the parties.**

- 4.1. For violation of the obligations assumed under the agreement, the Parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 4.2. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement in the event of force majeure. The Party citing force majeure is obligated to provide a document from a competent government agency confirming such circumstances.

**5. Dispute resolution procedure**

- 5.1. All disputes and disagreements arising from the execution of this Agreement shall be resolved by the Parties through negotiations. If the Parties fail to reach an agreement, they shall appeal to the court in accordance with the procedure established by the legislation of the Kyrgyz Republic.

**6. The validity of the contract and the procedure for its termination**

- 6.1. The Agreement shall enter into force from the moment the deposit amount (money) is deposited, the accrual of interest shall commence on the day following the date of deposit of the deposit amount (money), and shall be valid until the account is closed in the Bank in the prescribed manner.
- 6.2. To close an account, the Client submits an account closure application and specifies the details for transferring the remaining funds. Funds are transferred to the account specified in the Client's application within five banking days.
- 6.3. The remaining funds on the accounts of clients closed by the Bank unilaterally are issued /transferred to the Client in accordance with the procedure established by the Bank.

*Appendix 10 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for opening and maintaining a fixed-term deposit account in national/foreign currency for legal entities and individual entrepreneurs**

- 1.1. The Bank accepts funds from the Client into a deposit account and undertakes to return the Deposit amount after a specified period and pay interest on it under the terms and in the manner stipulated by this Agreement.
- 1.2. Interest accrual begins on the day following the day the deposit amount is received by the bank until the day preceding its return to the client or its debiting from the client's account for other reasons.
- 1.3. Interest on the Deposit amount is accrued at the rate set by the Bank and posted on the Bank's website [www.eldik.kg](http://www.eldik.kg). Interest on the deposit amount is paid to the Client monthly. Interest not claimed by the Client does not increase the deposit amount.
- 1.4. Before the maturity date, the Client has the right to receive the deposit amount. In the event of early withdrawal of the deposit amount, or termination of the agreement in accordance with the terms of this Agreement, interest will be paid to the Client at the Bank's interest rate on demand deposits.
- 1.5. The deposit cannot be replenished by the Client making additional monetary contributions.
- 1.6. The effective interest rate, taking into account the Bank's transactions paid by the Client in the amount established by the Bank's tariffs in effect at the time of the conclusion of this agreement, corresponds to the product selected by the Client from all available (all Bank products, including conditions, are posted on the Bank's corporate website [www.eldik.kg](http://www.eldik.kg)). The effective interest rate is determined by the parties at the time of acceptance of this agreement.  
The parties agree that the effective interest rate may change in the event of changes in the Bank's tariffs, as well as in other circumstances that may affect its calculation. In this case, the Bank may calculate a new effective interest rate upon the Client's request.

**2. Rights and responsibilities of the parties**

**2.1. Client has the right to:**

- 2.1.1. Receive monthly interest accrued on your deposit.
- 2.1.2. Upon expiration of the period specified in paragraph 1.2 of this Agreement, claim the full amount of the deposit and any accrued uncollected interest.

**2.2. Bank has the right to:**

- 2.2.1. Without prior notice, suspend operations on the client's account or unilaterally terminate the agreement with prior notice to the Client one calendar month in advance and close the account if the Client fails to provide the Bank with the information required by the legislation of the Kyrgyz Republic regulating issues of combating the legalization ("laundering") of proceeds from crime within the requested period."
- 2.2.2. Provide the Bank with the information it has about the Client, the Client's activities, and the account opened for the Client under this agreement, in cases stipulated by the legislation of the Kyrgyz Republic, including those regulating issues of combating the legalization ("laundering") of proceeds from crime.
- 2.2.3. To make an uncontested write-off of funds in the event of an erroneous crediting of funds to the Client's account, as well as in other cases stipulated by the current legislation of the Kyrgyz Republic;
- 2.2.4. Change the tariffs for the services provided, of which the Client is notified by posting an announcement on the Bank's information boards and on the Bank's corporate website at [www.eldik.kg](http://www.eldik.kg) no later than 10 banking days before the Bank introduces new tariffs.
- 2.2.5. To recover the cost of payment for services rendered from the Client's account in an undisputed

manner if the Client does not make payment voluntarily.

- 2.2.6. Change the account numbering in the event of a change in the Client's organizational and legal form, as well as other objective circumstances that entail a change in the Client's account numbering, with written notification of the Client thereof.
- 2.2.7. In the event of changes to the legislation of the Kyrgyz Republic on banking activities, request the Client to provide additional documents related to the Client's activities.

### **2.3. Bank undertakes to:**

- 2.3.1. Guarantee the safety of funds and the confidentiality of the deposit.
- 2.3.2. monthly by transferring it to the Client's account.
- 2.3.3. Upon expiration of the term, return the Deposit and pay the accrued interest on it.
- 2.3.4. When fulfilling the terms of this agreement, be guided by the current legislation of the Kyrgyz Republic, regulatory documents of the National Bank of the Kyrgyz Republic and this agreement.

### **2.4. Client undertakes to:**

- 2.4.1. Provide the Bank with the documents required to open a deposit account in accordance with the legislation of the Kyrgyz Republic.
- 2.4.2. Transfer the deposit amount to the Bank on the day of signing this agreement.
- 2.4.3. Do not replenish the deposit by depositing additional amounts of money by the Client or partially withdraw money from the deposit.
- 2.4.4. Use the account opened under this agreement to store funds and not to use it for settlements with third parties.
- 2.4.5. Provide, upon request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 3 days any requested information, as well as documents relating to the Client.
- 2.4.6. When fulfilling the conditions stipulated by this agreement, comply with the current legislation of the Kyrgyz Republic and the terms of this agreement.
- 2.4.7. Within ten days, notify the Bank of any changes to its details, location, constituent documents, licenses, change of director, telephone numbers, and provide copies of supporting documents; inform the Bank of any changes to the legal address and/or telephone number.
- 2.4.8. Pay the cost of the Bank's services in accordance with this agreement and the current tariffs when performing a transaction.

### **3. Responsibility of the parties.**

- 3.1. For violation of the obligations assumed under the agreement, the parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 3.2. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement 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.
- 3.3. Both Parties must, within two banking days, notify each other in writing of the onset of force majeure circumstances that prevent the fulfillment of obligations under this Agreement, and also make every effort to promptly eliminate the consequences of force majeure circumstances.
- 3.4. The party referring to force majeure circumstances is obliged to provide a document from a competent government agency to confirm them.

### **4. Additional conditions.**

- 4.1. After the expiration of the period specified in paragraph 1.2 of this agreement, interest on the deposit

amount and accrued interest will not accrue.

- 4.2. In the event of the need to collect taxes (fees, duties) not provided for in this Agreement, the Bank shall be guided by the current legislation of the Kyrgyz Republic.
- 4.3. 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.
- 4.4. The remaining funds on the accounts of clients closed by the Bank unilaterally in accordance with paragraph 2.2.1 of this agreement shall be issued to the Client in accordance with the procedure established by the Bank.
- 4.5. The Client authorizes the Bank to debit erroneously credited funds from his deposit account without acceptance.
- 4.6. The amount of a legal entity's deposit is not subject to compensation in accordance with the requirements of the Law of the Kyrgyz Republic "On the Protection of Bank Deposits (Deposits)", the amount of an individual entrepreneur's deposit is subject to protection in accordance with the requirements of the Law of the Kyrgyz Republic "On the Protection of Bank Deposits (Deposits)".
- 4.7. The Agreement shall enter into force from the moment of its signing and shall remain valid until the account is closed with the Bank in accordance with the established procedure.
- 4.8. To close an account, the Client submits an account closure application, specifying the bank transfer details. The Bank will release the remaining funds in the Client's account to the Client or, upon the Client's written instruction, transfer them to another account.

*Appendix 11 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Rules for opening and maintaining a fixed-term bank deposit in national/foreign currency for legal entities with the right to replenish the principal amount**

- 1.1. The Bank undertakes to accept a sum of money from the Depositor and undertakes to return the deposit amount and pay interest on it in the manner prescribed by this Agreement.
- 1.2. Interest accrual begins on the day following the day the deposit amount and additional contributions are received by the bank, until the day preceding its return to the client or its debiting from the client's account for other reasons.
- 1.3. Interest on the Deposit amount and additional contributions accrues at the rate set by the Bank and posted on the Bank's website [at www.eldik.kg](http://www.eldik.kg). Interest accrual begins on the day following the day the deposit amount is received by the Bank until the day before it is returned to the Depositor or debited from the Depositor's account for other reasons.
- 1.4. Interest on the deposit amount is paid to the Depositor monthly by transfer to the current account. Unclaimed interest does not increase the deposit amount.
- 1.5. Before the deposit term expires, the Depositor has the right to withdraw the deposited amount early. In the event of early withdrawal of the deposit amount, or termination of the agreement, including in accordance with paragraph 2.2.1 of this Agreement, interest for the period in which the deposit is terminated early will be paid in an amount equal to the interest paid by the Bank on demand deposits at the time of withdrawal. Any excess interest paid, accrued in the amount specified in paragraph 1.3 of this Agreement, will be deducted from the interest accrued on demand deposits and the principal amount of the deposit.
- 1.6. During the term of this Agreement, but no later than 30 days prior to the expiration of the period specified in paragraph 1.2 of this Agreement, the Depositor may increase the Deposit by depositing additional funds. Interest accrual shall commence on the day following the Bank's receipt of the increased deposit amount, in the amount specified in paragraph 1.3 of this Agreement.
- 1.7. The effective interest rate, taking into account the following Bank operations paid by the Client in the amount established by the Bank's tariffs in effect at the time of the conclusion of this agreement, is \_\_\_\_\_% per annum.

In this clause, the effective interest rate is determined by the parties at the time of signing this agreement.

The parties agree that the effective interest rate may change if the Bank's tariffs change, as well as in other circumstances that may impact its calculation. In this case, the Bank may calculate a new effective interest rate upon the Depositor's request.

**2. Rights and responsibilities of the parties**

**2.1. The depositor has the right to:**

- 2.1.1. Receive monthly interest accrued on your deposit.
- 2.1.2. To replenish the principal amount of the deposit by depositing additional amounts of money without the possibility of partial withdrawal of funds from the deposit.
- 2.1.3. Upon expiration of the period specified in paragraph 1.2 of this Agreement, to demand the full amount of the deposit and accrued but uncollected interest.

**2.2. The Bank has the right to:**

- 2.2.1. Without prior notice, suspend operations on the Depositor's account or unilaterally terminate the agreement with prior notice to the Depositor one calendar month in advance and close the account in the event of failure to provide, within the requested period, the information stipulated in paragraphs 2.2.7, 2.4.4 of this Agreement and in other cases stipulated by the legislation of the Kyrgyz Republic.

- 2.2.2. Provide the Bank with the information it has about the Depositor, the Depositor's activities, regarding the account opened for the Depositor under this Agreement, in cases stipulated by the legislation of the Kyrgyz Republic, as well as within the framework of the Bank's fulfillment of its obligations.
- 2.2.3. To write off funds erroneously credited to the Depositor's account in an uncontested manner, as well as in other cases stipulated by the current legislation of the Kyrgyz Republic.
- 2.2.4. Change the tariffs for the services provided, about which the Depositor is notified by posting an announcement on the Bank's information boards and on the Bank's corporate website at [www.eldik.kg](http://www.eldik.kg) no later than 10 banking days before the Bank introduces new tariffs.
- 2.2.5. To recover, in an uncontested manner, from the Depositor's account the cost of payment for services rendered if the Depositor does not make payment voluntarily.
- 2.2.6. Change the account numbering in the event that the Bank encounters objective circumstances that entail a change in the Depositor's account numbering, with notification of the Depositor thereof.
- 2.2.7. In the event of changes to the legislation of the Kyrgyz Republic on banking activities, require the Depositor to provide additional documents.

### **2.3. The Bank undertakes to:**

- 2.3.1. Guarantee the safety of funds and the confidentiality of the deposit.
- 2.3.2. Accrue interest on the deposit as provided for in paragraph 1.3 of this Agreement.
- 2.3.1. Pay accrued interest monthly by bank transfer to your account.
- 2.3.2. Upon expiration of the period specified in paragraph 1.2 of this Agreement, pay the deposit amount and accrued unpaid interest by (cashless transfer to account No. in which bank - indicate the required one)
- 2.3.3. When fulfilling the terms of this agreement, be guided by the current legislation of the Kyrgyz Republic, the regulatory documents of the National Bank of the Kyrgyz Republic and this Agreement.

### **2.4. The depositor undertakes to:**

- 2.4.1. Provide the Bank with the documents required to open a deposit account in accordance with the legislation of the Kyrgyz Republic.
- 2.4.2. Transfer the deposit amount to the Bank on the day of signing this Agreement.
- 2.4.3. Use the account opened under this Agreement for storing funds and not use it for settlements with third parties.
- 2.4.4. Provide, upon request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 3 days any requested information, as well as documents relating to the Depositor.
- 2.4.5. When fulfilling the conditions stipulated by this Agreement, comply with the current legislation of the Kyrgyz Republic and the terms of this Agreement.
- 2.4.6. Within ten days, notify the Bank of any changes to its details, location, constituent documents, licenses, change of director, telephone numbers, and provide copies of supporting documents; inform the Bank of any changes to the legal address and/or telephone number.
- 2.4.7. Pay the cost of the Bank's services in accordance with this Agreement and the Bank's current tariffs when performing a transaction.

### **3. Responsibility of the parties**

- 3.1. For violation of the obligations assumed under the agreement, the Parties shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 3.2. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Agreement 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.

- 3.3. The Party invoking force majeure circumstances is obliged to notify the other Party in writing within two banking days of the onset of force majeure circumstances that prevent the fulfillment of obligations under this Agreement, and also to make every effort to promptly eliminate the consequences of force majeure circumstances.
- 3.4. The party referring to force majeure circumstances is obliged to provide a document from a competent state body to confirm them.

#### **4. Additional conditions.**

- 4.1. After the expiration of the period specified in paragraph 1.2 of this Agreement, interest on the deposit amount will not accrue.
- 4.2. In the event of the need to collect taxes (fees, duties) not provided for in this Agreement, the Bank shall be guided by the current legislation of the Kyrgyz Republic.
- 4.3. In the event of the Depositor's failure to comply with the condition stipulated in paragraph 2.4.2 of this Agreement, the deposit term shall commence on the day following the day of receipt of the Depositor's funds into the deposit account opened by the Bank under this Agreement.
- 4.4. The remaining funds in the accounts of depositors closed by the Bank unilaterally in accordance with paragraph 2.2.1 of this Agreement shall be issued to the Depositor in accordance with the procedure established by the Bank.
- 4.5. The depositor authorizes the Bank to debit erroneously credited funds from his deposit account without acceptance.
- 4.6. The deposit amount is not subject to compensation in accordance with the requirements of the Law of the Kyrgyz Republic "On the Protection of Bank Deposits".
- 4.7. The Agreement shall enter into force upon receipt of the deposit amount by the Bank and its signature by the Parties and shall remain in effect until the payment of the principal amount and interest on the deposit in accordance with this Agreement 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 Depositor's account and/or closing the account.

#### **5. Dispute resolution procedure**

- 5.1. All disputes and disagreements arising from the execution of this Agreement shall be resolved by the Parties through negotiations. If the Parties fail to reach an agreement, they shall appeal to the courts in accordance with the procedure established by the legislation of the Kyrgyz Republic.

*Appendix 12 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Payment schedule:**

<i>No.</i>	<i>Payment name</i>	<i>Payment processing time</i>
1.	<i>Batch Clearing System *</i>	<i>08:30-11:00</i>
2.	<i>Gross settlement system **</i>	<i>08:30-15:00</i>
3.	<i>Payments in foreign currency:</i> - <i>Tenge (KZT)</i> - <i>Russian ruble (RUB)</i> - <i>Dollar (USD)</i> - <i>Euro (EUR)</i> - <i>Chinese yuan (CNY)</i> - <i>British pound sterling (GBP)</i>	<i>9:00-16:00</i> <i>9:00-16:00</i> <i>9:00-16:00</i> <i>9:00-16:00</i> <i>9:00-13:30</i> <i>9:00-15:30</i>
4.	<i>Conversion operations</i>	<i>08:30-15:30</i>
5.	<i>Intra-bank payments</i>	<i>08:30-16:00</i>

Payments in excess of 1,000,000 (one million) soms are made only through the *Gross scheme*.

\*For interbank payments in national currency before 12:00, the payment amount of which does not exceed or is equal to 1,000,000 (one million) soms, the “*Clearing*” settlement scheme is selected.

\*\*Payments sent after 12:00 to 16:00 hours are accepted for processing by the Bank on the current business day, but the Client must change the payment scheme to “*Gross*” in the electronic payment document.

L.S.

Supervisor \_\_\_\_\_

Chief Accountant \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_

*Appendix 1 3 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Application for changes to the parameters of the Internet Banking system**

Client details:

Name of legal entity: \_\_\_\_\_

TIN: \_\_\_\_\_

Contact information:

Director (full name): \_\_\_\_\_

Chief accountant (full name): \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Type of request:

Change settings.  Temporary shutdown.  Complete shutdown.

Add user: \_\_\_\_\_  
(User's full name)

Change user: \_\_\_\_\_  
(Full name of the current user)  
to user \_\_\_\_\_  
(Full name of the new user)

Block/delete user: \_\_\_\_\_  
(User's full name)

Unblock user \_\_\_\_\_  
(User's full name)

until \_\_\_\_\_ 20\_\_\_\_

Add user: \_\_\_\_\_

Add account number: \_\_\_\_\_

No.: \_\_\_\_\_

No.: \_\_\_\_\_

Disable account no.: \_\_\_\_\_

No.: \_\_\_\_\_

No.: \_\_\_\_\_

**The current list of users with access to the Internet banking system:**

No.	User's full name	TIN	Access level/role	Contact phone number/email	Code word*
1					
2					
3					
4					

\* The code word is used to identify the client when contacting the bank.

The Client confirms that the information provided is complete and accurate. They have read and agree to the Bank's terms of service and fees.

Reason for changes:

Change of persons with the right to sign \_\_\_\_\_

Account closure \_\_\_\_\_

Other (specify reason) \_\_\_\_\_

I have read and agree to the Bank's terms of service and tariffs.

L.S.

Supervisor \_\_\_\_\_

Chief Accountant \_\_\_\_\_

\_\_\_\_\_ 20\_\_

**TO BE FILLED OUT BY THE BANK**

Full name (of the employee who accepted the application and signature)

Job title \_\_\_\_\_

Bank Division \_\_\_\_\_

Completed by:

Full name, signature of the Employee

\_\_\_\_\_

*Appendix 14 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Information security recommendations for the Client when working in the Internet banking system**

- For security reasons, the Bank strongly recommends purchasing an e-token to record the certificate.
- It is necessary to regularly check the transaction history and statements to track errors or unauthorized transactions on the account;
- You must leave the site where electronic transactions are carried out, even if the computer is left unattended for a short period of time;
- Remember to log out after completing online transactions; before performing any online transactions or providing personal information, you must ensure that you are using the correct online banking website; you must be wary of fake websites created for fraudulent purposes;
- Before logging in, make sure the web page is secure by checking for Uniform Resource Locators (URLs), which should begin with " https ", and the secure connection sign should appear on the internet browser status bar;

**Also:**

- When you first log in, the system prompts you to change your password to your own.
- Use complex and strong passwords containing at least 8 characters, numbers, and upper and lower case letters.
- Never, under any circumstances, disclose your password to anyone—bank employees and technical support do not require it to connect you, maintain your account, or keep the service running.
- Be vigilant: report any attempts to find out your password to authorized bank employees.
- Change the password for logging into the Internet Client for Legal Entities system on a regular basis. The recommended frequency for changing the password is 180 days.
- Use and promptly update antivirus protection tools on computers and mobile devices (smartphones, tablets, etc.) from which the Internet Client for Legal Entities system can be accessed.
- Do not save your password in text files on your computer or on other publicly accessible storage media.
- The user of the system is personally responsible for the safety of certificates and credentials.
- It is recommended to allocate a separate computer for working with the " Internet Client for Legal Entities " system. Computers used for working with the "Internet Client for Legal Entities" system should be located in premises that ensure security and control. It is advisable not to use public computers (such as those in internet cafes and other organizations) to access the "Internet Client for Legal Entities" system and not to sign payment documents using these computers.
- It is not recommended to install unlicensed software (pirated programs) on work computers, as the package of these programs may contain malware.
- Protect yourself from social engineering attacks. Remember that the Bank never requests information from Clients (via emails, phone calls, etc.) regarding personal data, certificates, logins, and passwords. The Bank will not request access to the "Internet Client for Legal Entities" system or make a test payment. If you receive such requests, you should immediately notify authorized Bank officials.
- Monitor the work of IT specialists and do not share certificates or their media with them.

**Additionally, in order to prevent fraudulent actions by resigned employees:**

- The manager must keep all data on employees who have access to the system (code words).
- When dismissing an employee with access to the system, it is necessary to promptly submit an application to the Bank to change the system user data.

*Appendix 15 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Request for a Bank specialist to visit you**

Name of organization*	<input type="text"/>
City*	<input type="text"/>
Street*	<input type="text"/>
House number, building, apartment number*	<input type="text"/>
Contact numbers*	<input type="text"/>
Email	<input type="text"/>
Purpose of the specialist's visit*	

I have read and agree to the Bank's terms of service and tariffs.

L.S.

Supervisor \_\_\_\_\_

\_\_\_\_\_ 20\_\_

-----  
-  
**TO BE FILLED OUT BY THE BANK**

\_\_\_\_\_  
-  
Full name (of the employee who accepted the application and signature)

Job title \_\_\_\_\_

Bank Division \_\_\_\_\_

Completed by:

Full name, signature of Employee \_\_\_\_\_

*Appendix 16 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**List of Client employees for opening card accounts within the salary project**

To open card accounts, the Client provides the Bank with a list of employees, certified by the seal and signatures of the Client's managers, on paper in the form below, with a copy of the passport of each employee attached.

List of employees for opening card accounts within the framework of the salary project of Eldik Bank OJSC

View cards:  VISA.  Elkart.  MasterCard

Client Name \_\_\_\_\_

No.	Full name of the employee	Employee's TIN	Contact details
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit for receiving issued cards: \_\_\_\_\_

Name of the Bank's division

I have read and agree to the Bank's terms of service and tariffs.

L.S.

Supervisor \_\_\_\_\_

Chief Accountant \_\_\_\_\_

\_\_\_\_\_ 20\_\_

-----  
-  
**TO BE FILLED OUT BY THE BANK**

Full name (of the employee who accepted the application and signature)

\_\_\_\_\_  
Job title \_\_\_\_\_

Terms of the Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank  
OJSC

Bank Division \_\_\_\_\_

Signature \_\_\_\_\_

*Appendix 17 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**List of employees for salary transfer (Statement)**

The Client provides the Bank with a list of employees for the transfer of wages to the accounts of the Client's employees, certified by the seal and signatures of the managers and the Client's chief accountant on paper in the following form:

List of employees \_\_\_\_\_  
(Client's full name)  
to transfer funds to card accounts in Eldik Bank OJSC

No.	Full name of the employee	Card account number	Amount to be credited	Payment purpose
1				
2				
3				
4				
5				
6				
7				

Note:

- the amount is entered in soms (fractional part - tyiyn)
- the amount cannot be zero, negative, or exceed 21 million soms
- payment purpose is required

Total to be transferred \_\_\_\_\_  
amount in figures

( \_\_\_\_\_ ) som  
amount in words

L.S.

Supervisor \_\_\_\_\_

Chief Accountant \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_

Each sheet of the list is certified by the signatures of the director, chief accountant and the seal of the Organization.

**TO BE FILLED OUT BY THE BANK**

Full name (of the employee who accepted the list and signature)

Job title \_\_\_\_\_

Terms of the Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank  
OJSC

Bank Division \_\_\_\_\_

Signature \_\_\_\_\_

*Appendix 18 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Application (for Consent/Revocation) of the subject for the collection and processing of his personal data, as well as information constituting a tax secret**

Locality \_\_\_\_\_ 20\_\_

I, \_\_\_\_\_

(Full name)

Residing at the

address: \_\_\_\_\_

\*Identity document \_\_\_\_\_ series \_\_\_\_\_ № \_\_\_\_\_ issuing authority \_\_\_\_\_  
date of issue \_\_\_\_\_

Contact phone number: \_\_\_\_\_ email: \_\_\_\_\_

For Trusted Persons

Acting on behalf

of \_\_\_\_\_

(full name)

Residing at the

address: \_\_\_\_\_

\*Identity document \_\_\_\_\_ series \_\_\_\_\_ No. \_\_\_\_\_ issuing authority \_\_\_\_\_  
date of issue \_\_\_\_\_

Contact phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Power of attorney issued by

\_\_\_\_\_

(No., date, Authority, Notary)

I freely, consciously, and of my own free will, for the purpose of identifying me and verifying my data, including confirmation of my identity document, give my full and unconditional consent to Eldik Bank OJSC:

- to the processing of my personal data for the purposes of collecting, recording, storing, updating (updating, changing), grouping, blocking, erasing and destroying personal data);
- to transfer my personal data (provision by the holder (owner) of personal data to third parties, including cross-border transfer (solely for the purpose of providing banking services and fulfilling contractual obligations), in accordance with the Law of the Kyrgyz Republic "On Personal Information" and international treaties, in accordance with the following list of personal data and information on changes thereto: identity document, PIN, full name, date of birth, document number, name of the authority that issued the document and its code, date of issue, expiration date, gender, digital image of the face, place of residence, marital status.

I provide the above personal data for processing in order to receive banking services and products, including the opening of a deposit account or card account with subsequent connection to mobile banking/Internet banking on the basis of the Agreement for remote opening of card accounts for individuals and the Public Offer for the conclusion of a comprehensive Agreement for banking services in Eldik Bank OJSC for legal entities and individual entrepreneurs.

I am aware that:

1. Consent to the processing of personal data is valid from the date of signing this consent for the entire period of provision of the banking service to me and storage of data on the service rendered in accordance with the legislation of the Kyrgyz Republic or until the expiration of the storage periods for personal data or documents containing the above information, determined in accordance with the legislation of the Kyrgyz Republic;
2. Consent to the processing of personal data may be revoked on the basis of a written statement in any form;
3. In the event of withdrawal of consent to the processing of personal data, the processing of my personal data in whole or in part may continue in accordance with the Law of the Kyrgyz Republic "On Personal Information"
4. I have the right to receive information regarding the processing of my personal data (in accordance with Article 10 of the Law of the Kyrgyz Republic "On Personal Information");
5. In accordance with the provisions of the Law of the Kyrgyz Republic "On Personal Information", the Procedure for Obtaining Consent of a Personal Data Subject to the Collection and Processing of His Personal Data, the Procedure and Form for Notifying Personal Data Subjects about the Transfer of Their Personal Data to a Third Party, approved by Resolution of the Government of the Kyrgyz Republic No. 759 dated November 21, 2017, I have been granted rights and obligations in the field of personal data protection, which have been explained to me.

Personal data processing start date: \_\_\_\_\_  
(date, month, year)

---

Signature, Full Name

*Appendix 19 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs in Eldik Bank OJSC*

**Application for banking services (opening an account) at Eldik Bank OJSC for a legal entity/individual entrepreneur**

Name of legal entity/individual entrepreneur

\_\_\_\_\_ (full name)

\_\_\_\_\_ (abbreviated name if available)

\_\_\_\_\_ (name in a foreign language)

Information on state registration/re-registration

\_\_\_\_\_ (date, number, name of the registering authority, place of registration (except for state bodies and local government bodies))

Taxpayer identification number/foreign organization code \_\_\_\_\_

(if any)

Fact of registration of a legal entity/individual entrepreneur with the tax authority/Date of registration \_\_\_\_\_

OKPO \_\_\_\_\_ code

Address \_\_\_\_\_

Contact phone numbers \_\_\_\_\_

Type of activity \_\_\_\_\_

Organizational and legal form \_\_\_\_\_

Information on state registration (re-registration) at availability of a certificate/patent information:

Document type \_\_\_\_\_

Series \_\_\_\_\_ Number \_\_\_\_\_

Issued by \_\_\_\_\_

When issued by \_\_\_\_\_

Code word (used by the Parties to verify the Client by telephone) \_\_\_\_\_

The purpose and intended nature of the business relationship with the Bank \_\_\_\_\_

Is a legal entity a US taxpayer?

YES (I have no objection to the transfer of account information to the IRS)

NO

Please open a current/card/deposit/special account

(underline as appropriate)

In currency: Kyrgyz som/US dollar/Euro/Russian ruble/Kazakh tenge/Yuan/Turkish lira/Dirham/Other

(underline as appropriate)

Payment card type:  VISA.  Elkart

Connecting additional Bank services:

Internet/Mobile Banking

Internet acquiring

POS terminal + QR

Internet/Mobile banking tariff plan:

Basic Package

Standard Package

Another \_\_\_\_\_

Terms of the Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC

We hereby \_\_\_\_\_ understand and confirm,  
*name of the organization/individual entrepreneur*

By signing this Application for Banking Services at Eldik Bank OJSC, we agree to the Terms of the Eldik Bank Bank Account Services Agreement for Legal Entities and Sole Proprietorships, which constitute a set of rules governing the rights and obligations of the Parties when maintaining and servicing an account opened with Eldik Bank OJSC. We are also aware that consent/acceptance to the Public Offer is our right, not our obligation.

These terms and conditions are posted on the Bank's official website, [www.eldik.kg](http://www.eldik.kg), with unrestricted access. Eldik Bank reserves the right to amend and supplement these terms and conditions from time to time, and will post notices thereof on the Bank's website.

We have read and agree to interact with the Bank in accordance with these Terms and Conditions, and we accept responsibility for properly studying them and keeping up to date with updates.

We agree to and have read the terms and conditions for processing personal data and for notifying you of the processing of personal data received by the Bank as part of any information, as set forth in this Statement of Consent. Furthermore, in accordance with the requirements of the Law of the Kyrgyz Republic "On Personal Information," I consent to the processing of personal data for the purpose of complying with Kyrgyz legislation on combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds.

We will immediately notify the Bank in writing of any changes to the information contained in this Application. The account holder bears full responsibility for any adverse consequences resulting from a delay in the Bank's receipt of such notification.

L.S.

Supervisor \_\_\_\_\_

Chief Accountant \_\_\_\_\_

\_\_\_\_\_ 20 \_\_\_\_\_

**TO BE FILLED OUT BY THE BANK**

Documents for opening an account and performing transactions on the account are available and verified.

This application is signed personally by the Client, all data has been verified and confirmed.

Documents accepted, issued and opened:

Account No. \_\_\_\_\_ has been opened

Name of the currency \_\_\_\_\_

Responsible employee of the branch/main operations department	Signature of the responsible employee of the branch/main operations department

Branch Controller / Head Office Controller	Signature of the branch controller/ main operating department

*Appendix 20 to the Public Offer for the conclusion of an Agreement for comprehensive banking services for legal entities and individual entrepreneurs at Eldik Bank OJSC*

**Conversion scheme when carrying out a transaction in a currency different from the card account currency**

Example of conversion when writing off the amount:

The cardholder makes a payment from a som card for a service in US dollars, the cost of the service is 100 US dollars, at the rate of 1 US dollar = 85.00 som (the Bank's non-cash commercial rate applies):

I. 8500 soms are withheld from the client's card on the date of the transaction.

If the exchange rate of the payment currency changes on the day of transaction processing (from 2 to 30 days):

(a) At a dollar exchange rate of 86.00 (the Bank's non-cash commercial rate applies), the amount debited from the card is 8,600 soms. The refund of the difference from the withheld amount is  $8,500 - 8,600 = -100$  soms, and the client must pay an additional 100 soms.

(b) At a dollar exchange rate of 84.00 (the Bank's non-cash commercial rate applies), the amount debited from the card is 8,400 soms. The difference between the deducted amount ( $8,500 - 8,400 = 100$  soms) is refunded to the client, resulting in a refund of 100 soms.

Example of conversion upon receipt of funds:

The cardholder receives a sum in US dollars on the som card, the amount of receipt is 100 US dollars, at the rate of 1 US dollar = 85.00 som (the Bank's non-cash commercial rate applies):

II. 8500 soms are credited to the client's card before the transaction is processed.

If the exchange rate of the payment currency changes on the day of transaction processing (from 2 to 30 days):

(c) At a dollar exchange rate of 86.00 (the Bank's non-cash commercial rate is applied), the difference of 100 soms is returned to the client's card from the amount of 8,500 soms received.

(d) At a dollar exchange rate of 84.00 (the Bank's non-cash commercial rate is applied), the client must pay an additional 100 soms from the received amount of 8,500 soms.

This diagram is provided to familiarize the client with the procedure for conducting a transaction in a currency different from the card account currency. However, the calculations provided in the diagram do not include bank fees and charges, including currency conversion fees, which are subject to change.

The diagram is for informational purposes only and is provided as an example to help understand the conversion mechanism.