

**PUBLIC OFFER
FOR CONCLUSION OF AGREEMENT FOR STORAGE OF VALUABLES IN INDIVIDUAL
BANK SAFE DEPOSIT BOXES**

1. GENERAL PROVISIONS

1.1. This public offer (hereinafter referred to as the “Offer”), shall be considered public in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, and is an offer of the Closed Joint Stock Company “Kyrgyz Investment and Credit Bank” (hereinafter referred to as the “Bank”) to any legal and capable individual person, legal entity (hereinafter referred to as the Client) enter into an Agreement with the Bank for storage of valuables in individual bank safe deposit boxes (hereinafter referred to as the “Agreement”), the terms of which shall be included into Offer given below.

1.2. The Agreement shall be considered concluded from the moment the Client signs the Application Form for storage of valuables in an individual bank safe deposit box (hereinafter referred to as the “Application”), which means full and unconditional acceptance of this Offer and, in accordance with Article 402 of the Civil Code of the Kyrgyz Republic, acceptance by the Client of all terms of the Agreement and Appendices to it, as well as subject to the provision by the Client of the documents necessary to open an Account in accordance with the requirements of the legislation of the Kyrgyz Republic and the internal regulatory documents of the Bank for legal entities.

1.3. A statement that means a full and unconditional acceptance of this Offer shall be an integral part of this Offer to conclude the Agreement.

1.4. In order to conclude the Agreement, the Client must submit to the Bank the corresponding Application, as well as the documents necessary for his/her identification in accordance with the legislation of the Kyrgyz Republic and the Bank’s internal regulatory documents. If the operations of the Client, his/her proxies, the beneficial owner (beneficiary) have signs of suspicious transactions in accordance with the legislation of the Kyrgyz Republic, the Bank shall have the right to require these persons to provide any documents and information necessary for the bank to monitor their operations, in order combating the financing of terrorism (extremism) and legalization (laundering) of proceeds from crime. The Client must provide the Bank with the requested documents/information within 3 to 10 days and notify the Bank in writing of changes in any information and documents previously provided for identification.

1.5. If the Client fails to submit a complete package of documents or if they contain unreliable information that does not allow identification and verification of the Client and his/her authorized representatives (if any), as well as if information is received from the competent authorities about their involvement in terrorist or extremist activities, financing of terrorism or extremism and legalization (laundering) of criminal incomes, the Bank shall have the right to refuse to provide the Client with a Safe deposit box.

1.6. This Offer shall be valid until it is declared invalid or a new offer is published.

2. SUBJECT OF THE AGREEMENT

2.1. The Agreement shall determine the procedure and conditions for the Bank to provide individual bank safe deposit boxes for temporary use for storage of valuables to the Client, and regulate the relations arising between the Bank and the Clients (hereinafter referred to as the “Parties”).

2.2. The Client shall accept and agree with the terms of this Agreement, including all annexes that form an integral part thereof, and undertake to use the Safe deposit box in accordance with the terms of this Agreement and pay the Bank a fee in the manner and amount specified in the Application.

2.3. The safe deposit box shall be intended only for storage of valuables that are not prohibited for storage and/or not withdrawn from civil circulation (hereinafter referred to as the “Object of Investment” or “valuables”) by the legislation of the Kyrgyz Republic. It is prohibited to use the Safe deposit box to store the following items:

2.3.1. Highly flammable, toxic, radioactive and other substances that can have a harmful effect on the human body and the environment, food and other items that are susceptible to spoilage or cause the spread of parasites.

2.3.2. All types of firearms and ammunition, bladed weapons, explosives (explosive devices), including scientific and technical technologies and equipment that can be used to create weapons of mass destruction.

2.3.3. Narcotic and psychotropic substances, as well as devices for their use.

2.3.4. Potent poisons and other items prohibited for storage, withdrawn from civil circulation or the import/export of which are prohibited across the state border according to the legislation of the Kyrgyz Republic .

2.4. The Bank shall provide conditions for the Client’s safe storage of Investment Items in the Safe deposit box in accordance with the legislation of the Kyrgyz Republic.

3. PROCEDURE OF PROVISION AND RETURN OF THE SAFE DEPOSIT BOX

3.1. The safe deposit box shall be provided to the Client for individual use for storage of valuables after conclusion of the Agreement for the period specified in the Client’s Application, but not less than 1 (one) month. If the last day of use falls on a non-working day, then the end of the specified period shall be considered to be the next working day following it.

3.2. The Client shall not be entitled to transfer his/her to use the Safe deposit box for storage of valuables to other persons.

3.3. Shared use of the Safe deposit box shall be permitted only at the Client’s choice in accordance with the procedure specified in the Client’s Application.

3.4. The Bank shall be entitled right to suspend access of Clients and their representatives to the Safe deposit box in the manner prescribed by the legislation of the Kyrgyz Republic and the internal regulations of the Bank in the following cases:

(i) disagreements between Clients regarding their rights to use the Safe deposit box and the Deposited Item, and in connection with this, requests from one from Clients to the relevant competent authority of the Kyrgyz Republic until it makes the appropriate decision;

(ii) if a third party takes legal action against another Client, and in connection with this the Bank will be notified by authorized persons in the appropriate form in accordance with the legislation of the Kyrgyz Republic about any restrictions related to the right of use (ownership, disposal) of the Clients Safe deposit box.

3.5. If the Bank sends a notice to any of the Clients in connection with any transaction using the Safe deposit box, then it is considered that all other Clients have been notified about this. Clients shall agree that each Client represents all others upon receipt of notice of any kind, and it is not necessary to send notices separately to each Client, and that sending documents to one of the Clients is sufficient. Each of the Clients shall irrevocably represent the other Clients in accepting notifications, communications and guarantees regarding all operations, transactions and the exercise of rights to dispose of the Deposited items and in connection with the use of the Safe deposit box.

- 3.6. Clients jointly using the Safe deposit box shall be jointly and severally liable for debts or obligations, including, but not limited to, to the Bank under this Agreement.
- 3.7. The Bank shall not be responsible for any negative consequences that may arise as a result of individual use of the Safe deposit box by one of the Clients, if the Safe deposit box is used by several Clients.
- 3.8. The Client may appoint no more than one person as his/her representative, who will have access to the Client's Safe deposit box when submitting to the Bank a power of attorney, executed and notarized in accordance with the legislation of the Kyrgyz Republic. No one other than the Client and/or his authorized representatives shall be entitled to enter the premises in which the Safe deposit box is located and/or open the Safe. The power of attorney for the Bank will be considered valid until the Bank is notified to the contrary by the Client and/or the relevant person and/or government or other body in writing before the end of the period for which it was issued. The Bank shall not be liable to the Client and/or third parties for damage resulting from untimely and/or improper notification of the Bank about the early termination of powers of attorney.
- 3.9. The procedure and conditions of this Agreement for the use of the Safe deposit box shall be applicable and binding on the Client's representatives.
- 3.10. The Client shall return the keys to the Bank, and the Bank shall return the amount of the pledge in the event of expiration or termination of this Agreement, provided that the Client has no debt to the Bank for payment for the use of the bank safe. If there is such a debt, the Bank shall return to the Client the amount of the Collateral minus the amount of the pledge for payment for using the bank safe.
- 3.11. If the Client does not return the keys to the Bank, the pledge will not be returned to the Client.

4. PROCEDURE AND CONDITIONS FOR USE OF THE SAFE DEPOSIT BOX

- 4.1. To use the Safe deposit box, the Bank shall provide the Client with two keys to the Safe deposit box against signature. The Safe deposit box number shall be indicated in the Application. The Client shall be obliged to remove the key from the Safe deposit box lock after each use.
- 4.2. Access of the Client and/or the Client's representative to the Safe deposit box shall be made only after submission of the key to the Safe deposit box, passport or other identification document, and a power of attorney (if any), executed in accordance with the requirements of the legislation of the Kyrgyz Republic.
- 4.3. Each time the Client visits the Bank for the purpose of using the Safe deposit box, the Bank shall record in the daily registration log all movements associated with the use of the Safe deposit box, including records of the time of entry and exit of the Client. The client must sign the Card for the client's right to use the safe.
- 4.4. The Bank shall not be responsible for the Client's loss of the key and, as a consequence, loss or damage to the Safe deposit box.
- 4.5. In the event of loss, theft or other loss of the key(s), the Client shall immediately undertake to notify the Bank of the incident in writing. The Bank shall not be responsible for any loss caused to the Client as a result of failure to notify and/or untimely notification by the Client of the incident.
- 4.6. The Client shall hereby assume responsibility not to duplicate or transfer the Safe deposit box keys to third parties who are not representatives of the Client.
- 4.7. In case of loss of the key(s) by the Client, the Bank has the right, at the request of the Client and in his/her presence, to open the Safe deposit box by breaking the Safe deposit box lock, with all costs of opening and subsequent repair and/or replacement of the Safe deposit box lock borne by the Client. All work related to the Safe, lock or keys shall be carried out exclusively by a person appointed by the Bank.
- 4.8. The Client shall not be entitled to rent out the Safe deposit box to another person.
- 4.9. Seizure of items stored in a Safe deposit box may be imposed on the basis of a judicial act. If items stored in the Bank's custody are seized, any expenditure operations involving the movement of items shall be immediately stopped.

4.10. An opening, search, inspection, seizure and other procedural actions in relation to items stored in a Safe deposit box can be carried out by investigative authorities in criminal cases solely on the basis of a judicial act.

4.11. The actions specified in clauses 4.9-4.10 of the Agreement shall be carried out in the presence of authorized employees of the Bank in accordance with the legislation and internal documents of the Bank.

4.12. The Client shall agree that his/her address indicated in the Application is his/her legal address. All written warnings and notices of the Bank sent to this address shall be considered to have been duly submitted. The Client shall undertake to notify the Bank no later than two business days of all changes, including changes in identification data, address, email address, telephone and fax numbers, details of personnel and officials (for legal entities) related to the authority to dispose of the Safe. In case of appointment of new persons enjoying the right of first or second signature on payment documents, as well as changes in the seal imprint (for legal entities and individual entrepreneurs), the Client shall undertake to notify the Bank in writing within 1 (one) business day and re-register for new persons bank card with sample signatures and seal imprint. The Client shall assume full responsibility for failure to notify, as well as untimely notification of the Bank about the changes specified in this paragraph.

4.13. The Client shall confirm that he has been informed of the right to choose the language of the Agreement before signing the Application.

4.14. The Bank shall pay special attention to issues of interaction and assistance to clients with disabilities when providing them with a safe, including those related to:

- rules of etiquette in communication with a client;
- rules for accompanying the client when the bank employee and the client perform necessary operations as part of the service;
- application of available measures for the most comfortable service;
- communication with the client himself/herself, and not with his/her accompanying person, unless the client has chosen a different method of communication;
- minimizing stress factors in the process and full (detailed) explanation of banking procedures for servicing the client.

5. COST AND PAYMENT PROCEDURE

5.1. The cost of using an individual bank Safe deposit box shall be determined in the Application and includes all taxes and fees provided for by the tax legislation of the Kyrgyz Republic.

5.2. Payment for temporary use of an individual bank Safe deposit box shall be made by the Client in advance, on the day of signing the Application, in a single payment for the entire storage period. The payment amount shall be calculated for the entire term of this Agreement and shall not depend on the actual use or non-use of the Safe deposit box by the Client and shall not be returned to the Client in the event of early termination of the Agreement.

5.3. The Client shall undertake to deposit with the Bank an amount of 100 (one hundred) USD as pledge (hereinafter referred to as the "Pledge") for payment provided for in clause 5.1. of this Agreement, payment of the cost of repair, opening and/or replacement of the lock at the initiative of the Bank, which may arise as a result of the Client's loss and/or damage of the keys to the Safe deposit box, as well as payment of other payments provided for in this Agreement. No interest shall be accrued on the amount of the Pledge.

5.4. If the amount of the Pledge does not cover the costs of opening and replacing the lock and keys of the Safe deposit box, the Client shall undertake to fully reimburse the Bank for these costs and repay all outstanding payments before receiving the Deposited Items seized in accordance with this Agreement.

6. RESPONSIBILITY

6.1. The parties shall be responsible for non-fulfillment and improper fulfillment of the terms of this Agreement in the manner prescribed by the legislation of the Kyrgyz Republic.

- 6.2. The Bank shall not bear material and/or other liability for the quantity and quality of Deposited Items in the Safe deposit box, and shall not assess their value, reduce this value due to their change in price or loss due to force majeure circumstances.
- 6.3. The Bank shall not be responsible for the storage by the Client in the Bank Safe deposit box of items prohibited for storage and/or withdrawn from civil circulation by the legislation of the Kyrgyz Republic.
- 6.4. The Bank shall not be responsible for damage caused to the Client resulting from force majeure in the form of natural disasters, floods, natural disasters, fire, earthquakes, war, hostilities, riots, or actions of the authorities, as well as other events that are beyond the control from the will of the Bank, as well as circumstances that are beyond the control of the Bank.
- 6.5. In the event of loss, damage and/or other loss by the Client of the key(s) to the Safe deposit box during the period of validity of the Agreement, the Client shall undertake from his/her own funds, without affecting the amount of the Deposit to pay the cost of work/services to repair, open and/or replace the Safe deposit box lock.
- 6.6. In the event of the Client's debt to the Bank under this Agreement, the Bank shall deny the Client access to the Safe deposit box until the debt under this Agreement and the Application is fully repaid.
- 6.7. If the Client has arrears to the Bank for payments provided for in this Agreement, the Bank, after one month from the date of arrears in payments shall send the Client a written notification (by registered mail with delivery receipt) about the possibility of opening (opening) the Safe deposit box in the absence of the Client and the premises Investment items shall be stored in a specially designated safe box. After one month from the date of notification by the Bank, in the absence of any actions on the part of the Client aimed at repaying the existing debt, the Bank has the right to open the Safe deposit box by breaking it without presence of the Client, according to the procedures provided for by the Bank, and by sealing the Deposited Item, store it in a specially designated safe box. All costs for opening and replacing the lock and keys of the Safe deposit box shall be made from the amount of the Client's Pledge.
- 6.8. If the Client fails to fulfill his/her payment obligations under this Agreement, as well as if the Client has insufficient or no funds in the prepayment account to fulfill payment obligations, the Bank has the right to debit any of the Client's bank accounts (if any) for further deduction of the payment amount for the Safe box. The parties shall agree to consider this clause as the Client's order to directly debit amounts under this Agreement from the Client's bank accounts, Elsom electronic wallet, opened with the Bank.
- 6.9. The Bank has the right, without acceptance, to deduct from the amount of the Deposit the amount spent by the Bank on replacing and/or repairing the lock, and if the amount of the Deposit is insufficient, the Client shall be obliged to deposit the missing amount in cash at the Bank's cash desk. In this case, new keys to the Safe deposit box (repaired and/or replaced) are transferred to the Client only after the Pledge is replenished to the initial level specified in the Application.
- 6.10. If there are no accounts with the Bank, Elsom electronic wallet belonging to the Client, or the absence/insufficient funds in the Client's accounts necessary to repay the Client's debt on payments, the Bank has the right to begin the debt collection procedure. All collection costs will be payable by the Client.
- 6.11. Penalties for untimely return of keys by the Client and/or late payment shall be calculated in accordance with the Bank's tariffs.
- 6.12. The Bank may terminate this Agreement in cases of failure by the Client to properly fulfill the terms of this Agreement.
- 6.13. If the Client does not return the keys to the Bank within 15 days from the date of termination of this Agreement, the Bank, at its discretion, shall take actions provided for by this Agreement and the current legislation of the Kyrgyz Republic.
- 6.14. In the event of an existing delay at the time of renewal of the contract, the overdue debt must be repaid by the Client in accordance with clause 6.11 of this contract and then an advance payment shall be made for the new term.

7. OTHER CONDITIONS

7.1. All disputes and disagreements arising during the execution of this Agreement shall, if possible, be resolved through negotiations between the Parties.

7.2. The parties to this Agreement have determined that if it is impossible to resolve disagreements through negotiations, any disputes arising and/or related to this Agreement, including disputes relating to the conclusion, violation, termination, termination or invalidity of this Agreement, shall be resolved in court, in accordance with the legislation of the Kyrgyz Republic.

7.3. The Bank shall reserve the right to make changes to the Public Offer, rules and procedures, from time to time, with subsequent notification to the Client by posting changes on the Bank's website.

7.4. The Bank, at its discretion, may make changes to the Tariffs for the provision of bank safe deposit boxes for individual use, but not more than once a year.

7.5. This Agreement shall come into force from the moment the Client signs the Application, which means full and unconditional acceptance of this Public Offer and, in accordance with Article 402 of the Civil Code of the Kyrgyz Republic, the Client's acceptance of all the terms of the Agreement and its annexes and is valid until the Parties to the Agreement fully fulfill their obligations.

7.6. The Client has the right to unilaterally terminate this Agreement at any time by notifying the Bank in writing, subject to the return of the keys to the Safe deposit box and payment in full. Payments made in advance are non-refundable, and prepayments cannot be transferred from one client to another.

7.7. This Agreement shall be considered terminated and cease to be valid after full completion of mutual settlements between the Parties.

7.8. The Client shall confirm that he/she is informed about video surveillance in the Safe deposit box vault in order to ensure the safety of valuables in the Safe deposit box and agree with this video surveillance.

7.9. In the event of liquidation of the Client, the issuance of valuables from the Safe deposit box shall be carried out in the manner prescribed by the legislation of the Kyrgyz Republic. In case of reorganization of the Client, the issuance of valuables from the Safe deposit box shall be carried out to legal successors on the basis of documents confirming legal succession, in accordance with the legislation of the Kyrgyz Republic.

7.10. The Client shall confirm that he has read all the terms and conditions of the Agreement and its Appendices and agree to the Bank providing him/her with the services specified therein.

7.11. The following Annexes shall be an integral part of this Agreement:

Appendix 1. Client application form for storage of valuables in an individual bank Safe deposit box (*Legal entity*)

Appendix 2. Client application form for storage of valuables in an individual bank Safe deposit box (*Individual*)