

## PUBLIC OFFER FOR CONCLUSION OF AGREEMENT OF BANK ACCOUNT OPENING AND MAINTENANCE IN NATIONAL AND FOREIGN CURRENCY

### 1. GENERAL PROVISIONS

1.1. This Offer, in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, shall be considered public and is an offer of the CJSC “Kyrgyz Investment and Credit Bank” (hereinafter referred to as the Bank) to any legal and capable individual/individual entrepreneur/legal entity (hereinafter referred to as the Customer) to conclude an Agreement with the Bank of bank account opening and maintenance in national and foreign currencies (hereinafter referred to as the Agreement), the terms of which are contained in this Offer below.

1.2. A bank account (hereinafter referred to as the “Account”) is a current account and a demand deposit, which shall include a card account (linked to a bank payment card).

1.3. The Agreement shall be considered concluded from the moment the Customer signs the Customer’s Application-Questionnaire for opening an account of the established form (Annex№3) (hereinafter referred to as the “Application for opening an account”), 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 Customer of all the terms of the Agreement, as well as Bank Tariffs, subject to the provision by the Customer of the documents necessary for opening an Account in accordance with the requirements of the legislation of the Kyrgyz Republic and local regulations of the Bank. The Customer shall confirm that he/she has read all the terms of the Agreement and agrees to the Bank providing him/her with the services specified therein. The Customer must and undertakes to be guided only by the terms of this Agreement and all Annexes thereto, published on the official corporate website of the Bank [www.kicb.net](http://www.kicb.net). The Customer shall assume all rights and obligations provided for in this Agreement, including all and any amendments and additions made to it.

1.4. An application for opening an account, which means full and unconditional acceptance of this Offer, shall be an integral part of this Offer for conclusion of Agreement of bank account opening and maintenance in national and foreign currencies.

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

1.6. Acceptance of this Offer by the Customer means his/her consent to the terms of personal data processing, namely:

- consent to the collection and processing of his/her personal data (collection, recording, storage, updating (actualization, changing), grouping, blocking, destruction of personal data) for the purposes of receiving banking services and fulfilling the requirements of the current legislation of the Kyrgyz Republic;
- consent to the transfer of his/her personal data to third parties in accordance with the “Digital Code” of the Kyrgyz Republic and international treaties, cross-border transfer of his/her personal data to holders under the jurisdiction of other states) in accordance with the list of personal data and information on their change;

- consent to the processing of personal data in order to comply with the requirements of the legislation of the Kyrgyz Republic in the field of countering the financing of terrorist activities and legalization (laundering) of criminal incomes.

## **2. TERMS AND DEFINITIONS**

- 2.1. Authorization is the Bank's permission to conduct a Card Transaction.
- 2.2. Authorization data – Login, Password, One Time Password, PIN code “KICB”/“KICB Business” and Biometric data of the Customer, used by the Bank for Authentication of the Customer when logging into the “KICB”/“KICB Business” system (hereinafter referred to as the “KICB” system).
- 2.3. Authorized work session – a period of work of the Customer in the «KICB» system, the beginning of which is the implementation of the Customer Authentication procedures. The end of the Customer's Authorized session in the “KICB” system is considered to be the moment of exit from it.
- 2.4. Cancellation of a Card means recognition of a Card as invalid and its withdrawal from circulation.
- 2.5. Customer Authentication is a procedure for establishing the Customer's authenticity by checking and comparing the characteristics of the presented identifier (Login, Password, biometrics, PIN code «KICB», etc.) based on Authorization Data.
- 2.6. Bank – Closed Joint Stock Company “Kyrgyz Investment and Credit Bank”.
- 2.7. The Bank payment card (payment card) - a payment tool used when making settlements when purchasing goods, services, receiving cash in national and foreign currencies, making money transfers, and also for making payments in the form of electronic money through terminals, ATMs or other devices (peripherals).
- 2.8. A banking day is working hours when the banks of the Kyrgyz Republic are open for banking transactions.
- 2.9. A bank account (hereinafter referred to as the “Account”) is a current account and a demand deposit, which includes a card account (linked to a bank payment card) opened to the Customer on the basis of an agreement concluded between the Bank and the Customer.
- 2.10. An automated teller machine is an electronic device of automated cash dispensing on a Card.
- 2.11. Biometric data – functions of the Customer's fingerprint and/or facial recognition, read and processed by a mobile phone, used for Customer Authentication, which are an optional replacement for the PIN code of the «KICB» mobile application and available if the Customer's mobile phone supports such functionality.
- 2.12. Card Blocking is full or temporary prohibition to conduct transactions using a Card, imposed on the initiative of the Bank or the Cardholder by one of the methods determined by the Payment system. In case of full prohibition, the seizure of a card upon its presentation for maintenance is envisaged.
- 2.13. Virtual Card – A card issued in electronic form without physical media.
- 2.14. Card Account Statement – a statement, executed by the Bank at the request of the Card Holder and reflecting operations performed on the Card Account for the requested period according to the Bank's tariffs.
- 2.15. Remote banking service is a way to provide services by the Bank based on orders transferred by the user remotely/on a distance using the «KICB» system.
- 2.16. An additional statement is a statement from a Card-account, formed by the Bank upon the Cardholder's request and reflecting the transactions conducted on a Card-account for the requested period according to the Bank's Tariffs.
- 2.17. An additional card is the second and the following Cards issued on a Card account.

2.18. A monthly statement – the Bank forms a statement upon the Cardholder’s request and reflects transactions conducted on a Card-account within the last calendar month. A monthly statement contains a brief description of Card transactions, payments and write-offs, carried out also based on the Cardholder’s instructions, specifies the cash balance on a Card-account (“+”) or the amount of the debt (“-“) at the beginning and the end of the last calendar month.

2.19. The debt is the Cardholder’s debt to the Bank according to the agreement and the Bank’s tariffs, including the amount of the Overdraft facility as well as legal costs and losses caused to the Bank.

2.20. Application for service in the «KICB» system - the Customer’s application for service in the «KICB» system submitted to the Bank and signed by the Customer in a form approved by the Bank.

2.21. A Card Transaction is payment for goods (works and services), receipt of cash, currency exchange and other transactions, carried out using a Card, registered on a Card-account of the Cardholder.

2.22. A Card-account is a bank account, opened with the Bank in the name of the Cardholder in order to ensure conduct of Card transactions as well as other transactions, envisaged by the legislation of the Kyrgyz Republic.

2.23. A code word is a word, indicated by a Customer in an application for a card opening/ application for service in the «KICB» system/ with remote identification, which the bank has the right to demand for identification of a Customer.

2.24. Confidential information - any information (information) received, transmitted and used by the Bank, the Customer or the Authorized Person during the use of Remote Banking services, including Authorization Data and information constituting bank secrecy.

2.25. Personal Account – a section of the website that allows the user to access their bank accounts and remotely manage their bank accounts.

2.26. Login - a unique electronic name/identifier used for Customer Authentication in the «KICB» system. When the Customer connects to the «KICB» system, the Login is initially generated by the Bank; later the Login can be changed by the Customer independently.

2.27. MOTO mail (mail order telephone order) transactions - remote payment for goods or services with trade POS-terminal, by phone, by mail. Connection to MOTO operations is carried out by the Bank only on the basis of a separate agreement and/or agreement concluded between the Bank and the Cardholder. The Bank reserves the right to refuse the Cardholder to connect to MOTO operations.

2.28. Minimum balance - the amount blocked on the card account for the proper performance by the Card Holder of its obligations under the Agreement. The size of the minimum balance shall be determined by the Bank's Tariffs.

2.29. A password is a unique sequence of characters intended for Customer Authentication in the «KICB» system.

2.30. A PIN-code:

- PIN- code of the card (hereinafter – PIN-code)- a Personal Identification Number, a digit secret code, assigned to the Cardholder’s card and meant for his/her identification when conducting Card transactions through electronic devices.
- PIN code of the «KICB» mobile application (hereinafter referred to as the PIN code “«KICB»”) is a unique sequence of characters used for Customer Authentication in the «KICB» mobile application. After the first successful Authentication of the Customer, the PIN code «KICB» replaces the Login and Password (if there is no password or biometrics on the hardware device).

2.31. Payment system (PS) is the national or international payment system, a set of software and hardware, documentation and organizational and technical activities, ensuring payments using payment cards in accordance with the internal rules of this system. The payment system establishes

the list of allowed operations, operation rules and carries out clearing settlements on Card transactions between members of the system in the Kyrgyz Republic with relevant currency conversion.

2.32. Payment limit is the amount of the funds without the amount of the minimum required balance on a Card account, within which the Cardholder can conduct transactions using a Card.

2.33. Customer's Order – a payment document, including an electronic payment document containing the Customer's instructions to the Bank to carry out banking operations, including through the «KICB» system, provided for in this Agreement.

2.34. The register of transactions is a document, received by the Bank as a softcopy and containing the information about transactions, carried out using the Cards for a definite period.

2.35. Full access mode – access to the «KICB» system with the ability to perform transactions.

2.36. View mode – access to the «KICB» system without the ability to perform operations.

2.37. Card Details stand for a card number, a PIN-code, CVV2, expiry date of a card, a code word, a signature of the Cardholder, ciphered information on a magnetic strip or chip, etc.

2.38. Authorized payment is payment, made using a Card, if during payment a Card is not blocked, it is not expired and the Card is used for making payment by its real Cardholder. Unauthorized payment is payment made with violation of the authorized payment requirements. Unauthorized payments are also payments made using fake Cards.

2.39. The «KICB»/«KICB BUSINESS» remote banking system (hereinafter referred to as the “«KICB»” system) is a set of services for remote access and management of the Customer’s bank accounts using a computer, mobile phone or other device with Internet access. It includes the following services:

- Internet banking – a remote service channel provided to the Customer via a web browser;
- Mobile banking – a remote service channel provided to the Customer through a mobile application.

2.40. A stop-list is the list of the card numbers that are not serviced. The stop-list includes lost or stolen cards, and this prevents their unauthorized or malicious use. The cards are included into the stop-list at the expense of the Cardholder according to the Tariffs. The minimum period of the card inclusion into the Stop-list is 14 (fourteen) calendar days.

2.41. Tariffs are the list of services and the amount of the fee charged for services set by the Bank. The current tariffs are brought to the Customer’s notice by placing the information in the premise of the Bank, its branches, representative offices, site [www.kicb.net](http://www.kicb.net).

2.42. Technical Overdraft is the amount of money spent over the balance on a Card-account. A technical overdraft may arise when the Bank takes into account commissions in favor of the Bank according to the Tariffs, as well as when an exchange rate difference arises after processing transactions by the Payment System, as well as due to the cancellation of already processed and spent received funds by the cardholder, in case of receipt of refund requests (chargebacks) from the International Payment Systems Visa, Mastercard and UPI, **the National Payment System "Elkart"**

2.43. A token is a physical device that generates an OTP code.

2.44. Trade and service enterprises (TSE) are service, trade and service enterprises that have the right to accept Cards for payment for goods and services in the field of trade and service.

2.45. Trans boundary payments using the Card are card transactions carried out outside the Kyrgyz Republic.

2.46. A three-digit verification code CVV2 (Card Verification Value - 2) is a unique code of card verification consisting of three digits, located on the back of the card, meant for conduct of transactions on payment for goods and services/registration through Internet and MOTO transactions.

2.47. Remote identification - identification and verification of individuals - citizens of the Kyrgyz Republic using the Customer’s data received in electronic form upon registration in the "KICB" system without personal presence.

2.48. Authorized person - a person authorized by the Customer in the manner prescribed by law, who has the right to manage the Customer's Accounts, manage funds on these Accounts on behalf and at the expense of the Customer, perform transactions on the Customer's account, receive information about the balances on the Customer's accounts, as well as receive statements about movement of funds on the Customer's accounts.

2.49. A Chargeback is the bank's refusal from making payment on a transaction, which is expressed in debiting an acquirer's account (for the amount of the transaction, considered by the Bank as made with the violation of the Payment system's rules). An acquirer is sent a message containing reasons, grounds in accordance with which the chargeback was made.

2.50. An acquirer is a commercial bank that has received permission to carry out acquiring, the owner of a network of peripheral devices, which provides the possibility of authorization or transactions through its peripheral devices in accordance with the technology and regulatory acts of the relevant payment systems and the legislation of the Kyrgyz Republic.

2.51. Acquiring is an activity of a financial and credit institution, including contractual relations with TCR for use of the Card as a payment tool for sold goods, works, services, ensuring settlements with TRC and/or issuance of cash funds to the Cardholders.

2.52. An issuing bank is the Bank issuing the Cards.

2.53. Google Authenticator is a mobile application installed on the Customer's mobile phone, which generates an OTP code for logging in/confirming transactions in the «KICB» system.

2.54. One Time Password (hereinafter referred to as OTP code) is a one-time password for Customer Authentication or transaction authorization, generated by the Google Authenticator/Token mobile application or sent to the Customer's mobile phone via SMS message for remote identification, among other things.

2.55. Push notification is a message sent by the Bank using the Internet to the Customer's mobile device with a mobile application installed on it.

### **3. SUBJECT OF THE AGREEMENT**

3.1. The Agreement shall determine the procedure and conditions for opening and servicing Accounts, and regulates the relationship between the Bank and the Customer (hereinafter referred to as the "Parties").

3.2. The Customer shall undertake to manage the funds on his/her Account in the manner and under the conditions provided for by this Agreement and the current legislation of the Kyrgyz Republic.

### **4. THE PROCEDURE FOR OPENING AND MAINTENANING ACCOUNT**

4.1. The Bank shall open the Account in the Customer's name based on his/her written application for opening an account in the form established by the Bank, or after passing remote successful identification, provided that the Customer provides a full package of properly executed documents stipulated by the requirements of the legislation of the Kyrgyz Republic and the Bank.

4.2. The Bank shall accept and credit incoming funds to the Customer's Account, execute the Customer's orders to transfer and withdraw funds from the Account and conduct other operations on the Account in accordance with the current legislation of the Kyrgyz Republic, rules and instructions of Payment systems and this Agreement.

4.3. The Bank shall write-off (disburse, remit, provide other financial services) the funds from the Customer's Account only after receipt of the Customer's instruction, unless otherwise stipulated in this Agreement. All disbursements from the Customer's account shall be made to the extent of the balance of the funds on the Account.

4.4. When conducting Account operations, the Customer shall provide the Bank with payment documents completed in accordance with the requirements of the current legislation of the Kyrgyz Republic.

4.5. Any documents provided by the Customer to the Bank shall comply with the requirements of the current legislation of the Kyrgyz Republic, and if necessary, shall be completed according to the forms and the samples provided by the Bank. It is prohibited to use helium pens on any documents submitted to the Bank.

4.6. The liability for contents, validity of any documents provided by the Customer shall be taken by him/her.

4.7. If the Customer gives several instructions to the Bank, the amount of which exceeds the balance, allowable for use on his/her Account, the Bank shall fulfill the Client's instructions on a first-come-first-served basis, at its own discretion, according to established order or in accordance with the current legislation of the Kyrgyz Republic.

4.8. The Bank shall be authorized to use services of the third parties to carry out any transaction, if the Bank deems it reasonable. The Bank shall not bear any liability for a third party's errors, delays or inaccuracy in fulfilling the Customer's instructions, but the Bank shall take all possible measures to regulate possible issues.

4.9. All payments and operations on the Account shall be performed in the currency of the Account. Payments made in a foreign currency/currency other than the Account currency shall be carried out at the official exchange rate established by the Bank at the time of the Transaction or on the day of receipt/crediting of funds. The Bank based on agreement with the Customer, at its own discretion shall apply any acceptable exchange rate in accordance with the common banking practice and the legislation of the Kyrgyz Republic.

4.10. The Bank may withhold any amounts due as the bank fees or the compensation of other costs in connection with conversion of the funds from one currency into another according to the current Tariffs. The Bank shall not be liable for holding conversion operations and for any losses caused by the actual schedule of conversion by the Bank according to the requirements of the legislation, provided that the Bank does not cause any unreasonable delays in accordance with the normal banking practice.

4.11. An operation day of the bank is the period of time during which the Bank conducts accounting and operational work with current day. The payment documents shall be accepted for processing during the period of time set by the Bank for service of the customers. The documents received by the Bank upon expiration of the current operation day shall be accepted by the Bank for processing on the next operation day. The information on working hours shall be made available to the Customers by posting it in the Bank branches and the Bank official website.

4.12. By entering into this Agreement, the Customer confirms that he/she is the legal owner of the funds or provides information about their true owner, and the source of funds entering his/her Account is lawful/legal.

4.13. The Bank shall not be responsible for any errors, returns, economic sanctions of other states, including trade or financial bans, restrictions, as well as blocking of transfers by a correspondent bank (third party), or incorrect actions, omissions of correspondent banks, subagents and other agents, including for non-execution of payments by correspondent banks. The Customer shall also agree not to make any claims to the Bank on issues related to agreements between the Bank and its correspondent banks and/or subagents, including agreements on the procedure for maintaining correspondent accounts and on the tariffs for their maintenance, on the tariffs of correspondent banks with other correspondents (including writing off their commissions by correspondent banks from the principal amount of the Customer's transfer). The Customer also agrees in advance with the instructions of the correspondent bank on the prohibition of making payments of the Customer

through the correspondent account, without clarifying the reasons and request of supporting documents.

4.14. The Bank shall not be responsible if the customer uses non-current bank details for incoming payments.

4.15. The Customer shall give unconditional consent to the provision of information about his/her accounts (deposits) to the authorized state bodies, in accordance with the requirements of the law, if the Customer is a state person, civil servant or their close relative.

4.16. During customer service, the Bank shall pay a special attention to the issues of interaction and assistance to persons with disabilities, including, but not limited to, compliance with:

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

At the same time, customers with visual or hearing impairments can optionally receive an audio reproduction of the agreement for opening and maintaining a bank account in national and foreign currencies on the Bank's official website: [www.kicb.net](http://www.kicb.net).

4.17. The Customer shall be aware of and agree with the Bank's right to unilaterally change and/or supplement the Agreement, change and/or cancel and/or establish the Bank's Tariffs.

*Additional terms and conditions of the Bank Payment Card Agreement:*

4.18. When the Customer carries out transactions on the Card in a currency other than the currency of the Account, conversion will be made in accordance with the Conversion Scheme (Appendix №1) from one currency to another, which provides for various conversion options.

4.19. If an Additional Card is opened, it may be opened in the name of another Customer.

4.20. If a Card is ordered with an individual design, it is issued in accordance with the Bank's Tariffs and the terms of this Agreement.

4.21. On the day of opening the Card account, the Customer shall be obliged to transfer (deposit in cash) funds to the Bank in the amount of the commission amount in accordance with the Bank's Tariffs, if the commissions are provided for in the Bank's Tariffs. The Bank shall be obliged to issue the Card to the Customer no later than 7 (seven) Banking days in Bishkek and Osh, no later than 10 (ten) Banking days in Bank branches located outside Bishkek and Osh, no later than 2 (two) Banking days for urgent production in Bishkek and Osh, and no later than 15 (fifteen) Banking days for a Card with an individual design from the moment of payment of the commission amount in accordance with the Bank's Tariffs.

4.22. The Bank hereby informs the Customer about countries with a high level of risk, for transactions in which a refund of funds is not possible and/or claims are not provided for. The list of such countries is indicated on the Bank's official website at: [www.kicb.net](http://www.kicb.net). The ability to carry out such operations is blocked by default and can only be provided upon a separate request from the Customer, at the discretion of the Bank.

4.23. The register of transactions and other documents received by the Bank from the Payment System are official documents confirming Card transactions, as well as the Bank's expenses incurred in connection with Card transactions.

4.24. The Bank does not provide a loan to the Card Account, unless otherwise provided by additional agreements concluded between the Bank and the Customer.

4.25. The list of cash dispensing points and ATMs of the Bank, as well as cash replenishment points, is communicated to the Customer by posting information on the premises of the Bank, its branches, representative offices, and on the website [www.kicb.net](http://www.kicb.net).

4.26. The Customer shall agree to recording telephone conversations between the Contact Center and the Customer and/or the holder of an additional Card when the Customer and/or the holder of an additional Card contact the Contact Center orally. The sound recording of a telephone conversation between the Contact Center and the Customer and/or the Additional Card holder is a confirming fact of the oral appeal of the Customer and/or the Additional Card holder to the Contact Center.

4.27. The customer shall agree to receive an SMS notification to the phone number specified in the application.

4.28. The Bank shall provide the Card to legal entities for use and opens a Card account, provided that the legal entity has current accounts with the Bank opened on the basis of this Agreement. The Bank shall issue the card to authorized persons of the legal entity specified in the sample signature card or according to the power of attorney, for legal entities to receive bank cards and envelopes with PIN codes (Appendix №2).

## **5. PAYMENT OF BANK FEES AND THE PROCEDURE OF SETTLEMENTS**

5.1. The cost of Bank fees for cash and settlement services and other operations, available according to this Agreement, shall be identified by the Tariffs valid at the moment of the operation.

5.2. If there are inconsistencies between the Tariffs, other applicable special terms or agreements and this Agreement, the Tariffs, special terms and agreements shall prevail.

5.3. In addition to interests, duties, fees for account administration and bank fees paid according to the Tariffs, the Customer shall bear all expenses related to the Account operations, including without limitation, fees of the third party, postal expenses, public duties, taxes, insurance payouts public duties, taxes, insurance payouts and legal fees, communications expenses (telephone, telex, telegraph, internet, etc.) of the Bank (hereinafter collectively referred to as the "Expenses").

5.4. The interests on the funds on the Account shall not be accrued and paid by the Bank, and shall not be paid in case if it's not provided with the Bank's Tariffs, marketing campaign, and unless otherwise provided by additional agreements concluded between the Bank and the client.

### *Additional terms and conditions of the Bank Payment Card Agreement:*

#### 5.5. Technical Overdraft:

5.5.1. Each case when the Customer allows a Technical Overdraft and untimely debt payment may be grounds for the Bank to terminate the Agreement.

5.5.2. From the moment of formation of the Technical Overdraft under the Agreement, the money received on the Card Account is directed by the Bank to repay the total amount of debt as of the current date.

5.5.3. When the Customer repays the Debt under the Agreement, the following order of payments is determined: the amount of the Technical Overdraft, other expenses of the Bank associated with the collection of the Technical Overdraft. If the debt repayment day does not fall on a Banking Day, then repayment is carried out no later than the next Banking Day.

5.5.4. The Customer's fulfillment of his/her obligations under the Agreement shall be ensured by the Minimum Card Balance, if any. The debt shall be repaid at the expense of the Minimum Balance by the Bank automatically and unilaterally. If the Minimum Balance amount shall be insufficient to repay

the Technical Overdraft, the Customer undertakes to repay the Technical Overdraft amount within 2 days from the date of receipt of the notification from the Bank.

## **6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

6.1. The Customer shall be obliged to:

6.1.1. Provide the Bank with duly completed documents containing accurate data required to open the Account and to perform the operations in accordance with the Bank's requirements and the current legislation of the Kyrgyz Republic.

6.1.2. Carry out its activity and use the Account opened with the Bank in accordance with the legislation of the Kyrgyz Republic, the internal regulatory documents of the Bank and this Agreement.

6.1.3. Not benefit the Bank's services for any illegal purpose, and not perform any actions (operations) aimed to legalize (laundering) criminal incomes or to finance terrorism/extremism and proliferation of weapons of mass destruction.

6.1.4. Submit to the Bank any additional data and documents (including data necessary to identify and verify the Customer and the beneficiary(ies)) as well as confirming documents on carried out operations on the Bank's request with aim to perform requirements on combat with financing of criminal/extremist activity and legalization (laundering) of criminal incomes in accordance with the legislation of the Kyrgyz Republic and regulatory acts of the National Bank of the Kyrgyz Republic.

6.1.5. Pay the fees for the Bank's services according to the Bank's Tariffs and the terms of this Agreement, ensure the balance of funds on the Account necessary to pay for the Bank's services on time and in accordance with the Tariffs and promptly repay the resulting Debt.

6.1.6. In case of erroneous depositing/writing off of the funds to/from the Customer's Account, immediately notify the Bank of incorrectly performed operation and return the funds erroneously deposited/write off to/from the Account within no more than 5 (five) banking days upon receipt of the Account statement and/or sending of the notice by the Bank in any available way.

6.1.7. Immediately notify the Bank of all changes, including changes in identification data, address, telephone and fax numbers, details of personal or officers (for legal entities and individual entrepreneurs) in charge of management of the Account. If new officers having the authorities to sign or to countersign the payment documents are appointed and the seal impression is changed (for legal entities and individual entrepreneurs), the Customer shall, within 1 (one) operation day, notify the Bank thereof in writing and shall re-register the new banking card with specimen signature and seal impression to other persons. The Customer shall take the liability for failure to notify and for untimely notification of the Bank about the changes specified in this clause.

6.1.8. Correctly and timely communicate the payment details (specifically, correct name, number of the account, payment purpose, etc.) to its counterparties regarding incoming and outgoing payments. If the Bank receives the funds under the payment documents containing inaccurate details, the Bank shall write-off the funds from the Customer's Account without acceptance and return them to the payer.

6.1.9. The Customer shall undertake to notify the Bank in writing 2 (two) business days prior to cash withdrawal from the Account in the amount exceeding KGS 1 500 000 (one million five hundred thousand) or USD 10 000 (ten thousand), as well as 2 (two) business days prior to transfer of cashless funds from the Account in the amount exceeding KSG 5 000 000 (five million) or USD 100 000 (one hundred thousand).

6.1.10. The Customer shall be obliged to conduct independent check/monitoring of the Accounts held by him/her at least once in 30 (thirty) calendar days, for this he/she can obtain the Account statements and/or use the service «KICB»/ «KICB BUSINESS». If within 5 (five) transaction days upon issue

of the statement, no comments are received from the Customer the statement shall be deemed confirmed and accepted by the Customer.

6.1.11. If the Bank has doubts about the economic feasibility and/or legality of the operation, the Customer shall undertake, at the request of the Bank, to provide documents confirming the legality and economic feasibility of the operation. Such documents can be invoices issued to the customer, contracts concluded by the customer, payment documents (for example, invoices), etc."

6.1.12. Independently monitor and familiarize with the Agreement, its changes and additions, via the Internet, at least once a month.

*Additional terms and conditions of the Bank Payment Card Agreement:*

6.1.13. Do not transfer the Card, do not disclose any access codes to the Card to any third parties, by any means. Violation of this condition leads to the withdrawal of the Card, unilateral termination of the Agreement and compensation by the Customer to the Bank for all losses (expenses) caused.

6.1.14. Credit to the Card account the funds necessary to pay for Card transactions arising from the Agreement and the Debt to the Bank arising from the Agreement using funds from the minimum balance no later than 2 (two) Banking days from the date of receipt of the notification from the Bank.

6.1.15. Bear all expenses (expenses) for Card transactions made using the Card in full.

6.1.16. In case of loss, theft or unauthorized use of the Card, block the card yourself through the «KICB» system or immediately contact the Bank with an oral or written request to block the Card in the manner prescribed by the Agreement.

6.1.17. Pay for all Card transactions, as well as all outstanding obligations under the Agreement made using the Card, in accordance with the Transaction Register in the following cases:

- in case of expiration of the Card from the expiration date of the Card;
- in case of receiving a written notice of Card cancellation at the initiative of the Bank from the date of receipt of this notice;
- in case of Blocking of the Card without adding it to the Stop List from the date of Blocking.

6.1.18. Take the necessary measures not to disclose the Card Details to third parties and bear responsibility for all operations confirmed by a PIN code and/or three-digit CVV2 verification code and/or code word (including blocking and unblocking of the Card).

6.1.19. Be fully responsible to the Bank for the use and safety of all Cards issued under the Card Account in accordance with the terms of the Agreement.

6.1.20. Reimburse the Bank, upon its first request, for the amounts of the Overdraft on the Card Account, including the Technical Overdraft, as well as the amounts of payments in favor of the Bank, including the fee for suspending the Card and other payments under the Agreement and other agreements concluded between the Bank and the Customer, according to the Bank's Tariffs.

6.1.21. Customers - legal entities and individual entrepreneurs undertake to retain primary documents on transactions using Cards for at least 6 (six) months from the date of transactions. Within 5 (five) business days from the date of receipt of the Bank's request, provide the Bank with primary documents and copies thereof (accommodation invoices, transport tickets, receipts, checks and other documents with checks and receipts attached) for all transactions made using the Cards.

6.1.22. Customers - legal entities and individual entrepreneurs undertake, upon dismissal of the Card holder, to withdraw the Card from him/her, notify the Bank of the need to suspend transactions on this Card (block the Card) and return the Card to the Bank no later than 5 (five) business days from the date of dismissal of the Card holder.

6.1.23. Customers - legal entities and individual entrepreneurs undertake to inform the Card holder about the terms of service of the Card account and familiarize them with this Agreement.

6.1.24. For late and/or incomplete payment of the commission due to the Bank, the Customer undertakes to pay the Bank a penalty in the amount of 0.2% per day of the amount due for each day of delay. Payment of penalties does not relieve the Customer from fulfilling his/her obligations.

6.1.25. Be responsible for the content of the materials provided to them for the production of a Card with an individual design and compliance with copyright and other rights of third parties. The Customer shall undertake to resolve any claims and/or lawsuits from copyright holders and/or third parties against the Bank in connection with the production of a Card with an individual design and/or its use on his/her own and at his/her own expense without involving the Bank.

6.2. The Customer shall be entitled to:

6.2.1. Independently dispose of the funds withing balance of money, available on his/her Account in the manner specified in current legislation of the Kyrgyz Republic, the internal regulatory documents of the Bank and this Agreement.

6.2.2. Make inquiries related to the operations on the Customer's Account and any additional information and clarifications on issues related to the use of the Account.

6.2.3. Make written statements regarding cash and settlement services. At any moment obtain information regarding the current Tariffs of the Bank, familiarizing itself with them in the premise of the bank, its branches, representative offices, on the site [www.kicb.net](http://www.kicb.net), an information message via e-mail or in a hardcopy form applying to the Bank.

6.2.4. The Customer with disabilities who due to physical disabilities is unable to use his/her handwritten signature shall be entitled to conclude this Agreement in writing using a notarized facsimile signature, which fully replaces the handwritten signature of the Customer in accordance with the current legislation of the Kyrgyz Republic. Herewith, the Customer shall submit to the Bank a certificate of facsimile signature (facsimile) authenticity issued by a notary.

6.2.5. Credit money to the Account in cash or non-cash form in the Account currency.

6.2.6. Unblock an inactive Account using the «KICB» system.

*Additional terms and conditions of the Bank Payment Card Agreement:*

6.2.7. Using the «KICB»/«KICB Business» system or in the manner established by the Bank, Block or Unblock the Card.

6.2.8. Using the «KICB»/«KICB Business» system or in the manner established by the Bank, increase daily spending limits, gain access to conduct any transactions via the Internet and MOTO with the Card belonging to him/her, while the Customer acknowledges and confirms his/her awareness of the responsibility, possible risks and consequences of such actions. Possible risks include, but are not limited to: the risk of unauthorized transactions by third parties using a bank payment card, and, in connection with this, the Customer guarantees and confirms that in the event of such occurrence he/she doesn't have any claims against the Bank and will not have any claims.

6.2.9. Contact the Bank with a written request to receive a copy of the payment receipt confirming the fact of the transaction using the Card in accordance with the Bank's Tariffs.

6.2.10. Submit a claim to the Bank regarding the disputed transaction written off from the Card account within 45 (forty-five) days from the date of the Card transaction. Otherwise, the completed Card transaction is considered confirmed, and subsequent claims will not be accepted by the Bank.

6.2.11. Issue and/or cancel Additional Cards on the Card Account by submitting the appropriate applications to the Bank.

6.2.12. Establish restrictions and limits on Additional Cards, indicating this in the relevant applications for submission to the Bank.

- 6.2.13. Using the «KICB» system or in the manner established by the Bank, change the established limits for Card transactions on Additional Cards.
- 6.2.14. 25 (twenty-five) calendar days in advance, re-issue the Card through the «KICB» system or submit an application to the Bank due to its loss, theft and/or unauthorized use, damage, demagnetization of the magnetic stripe or change in card details.
- 6.2.15. At any time, receive information regarding the current Tariffs of the Bank by familiarizing yourself with them at the Bank's premises, its branches, representative offices, on the website [www.kicb.net](http://www.kicb.net), by an information message via e-mail or on paper, by contacting the Bank.
- 6.2.16. If the Card is retained by the Bank's ATM, contact the Bank with an application to issue the Card retained by the ATM.
- 6.2.17. Contact the Bank with an application to change the code word specified in the Application for opening an account.

## **7. RIGHTS AND OBLIGATIONS OF THE BANK**

- 7.1. The Bank shall be obliged to:
- 7.1.1. Provide cash and settlement services to the Customer in accordance with the current legislation of the Kyrgyz Republic and this Agreement.
- 7.1.2. Fulfill the Customer's instruction to make payments from his/her Account no later than on the day following the Bank's receipt of the payment order from the Customer, except for the events described in this Agreement.
- 7.1.3. Deposit the funds remitted to the Customer's Account not later than the day following the day on which the Bank receives a relevant payment document. In case of failure to provide supporting documents, the Bank shall be entitled to block the amount prior to submission of supporting documents within the internal control for up to 3 days.
- 7.1.4. Accept from the Customer cash in the currency (KGS, USD, Euro, KZT, RUB) of opened Accounts, count and deposit it to the Customer's Account in accordance with the current legislation of the Kyrgyz Republic.
- 7.1.5. Keep bank secrecy on operations carried out on the Customer's Account, keep secret information about the Customer itself, not disclose any information about the Accounts and operations therein without the Customer's consent, except for the events provided for in the legislation of the Kyrgyz Republic:
- 7.1.6. Upon request of the Customer, and in accordance with the Bank tariffs to issue Account statements and necessary original copies/copies of settlement documents after the operation was made. If within 5 (five) operation days from the date of issuance of the Account statement, no comments are made by the Customer, the statement shall be deemed confirmed and accepted by the Customer. Any certificates/statements on the Customer' Account shall be executed by the Bank according to the forms and in the manner prescribed by the Bank. At the same time, the Bank is not responsible for unauthorized access to Account statements transferred in a hard copy/electronic format to the Client/Authorized Person or received through the «KICB»/«KICB Business» service.
- 7.1.7. Advise the Customer on the matters related to the cash and settlement services.

### *Additional terms and conditions of the Bank Payment Card Agreement:*

- 7.1.8. When the Customer contacts, provide the reason for blocking the Card.
- 7.1.9. When receiving a request from the Customer through the «KICB» system/application to block the card, block the Card no later than one banking day following the day the application was received.

When receiving a request from the Customer through the «KICB» system/application to unblock the card, unblock the Card no later than one banking day following the day the application was received.

7.1.10. Notify the Customer orally or in writing about the formation of a Technical Overdraft or delay in repayment of the Technical Overdraft to repay the Customer's debt. In the absence of updated contact information of the Customer or in case of failure to call/not read the SMS notification, the Customer is considered automatically informed.

7.1.11. Refund the minimum balance amount within 10 (ten) calendar days from the date of filing the application for Card Cancellation, but not before receiving all settlements for card transactions.

7.2. The Bank shall be entitled to:

7.2.1. Charge fees for servicing the Customer's Account in accordance with the current Tariffs.

7.2.2. Refuse the Customer to open an Account, to make cash and settlement operations with the Account, to disburse cash if there are facts that the Customer has violated the current legislation, the regulatory documents and the directives of the National Bank of the Kyrgyz Republic and the banking rules, this Agreement or the procedure for completing settlement documents and meeting the deadlines for their submission, or if the seal impression is blurred (not clear), the signatures are illegible and inconsistent on the documents provided to the Bank, or if there is a suspicion that the cash and settlement documents and signatures thereon are genuine.

7.2.3. If there are undoubtedly erroneous records of crediting or debiting the Account, no matter when such errors are detected, make respective corrections without additional authorization from the Customer.

7.2.4. If there are no detailed Customer's instructions regarding payment or transfer of the funds, fulfill the payment or transfer of the funds based on information, provided by the Customer. Herewith, the Bank shall not be liable to any third party for fulfillment of such instructions.

7.2.5. Without prior notice to the Customer, freeze without delay the transaction(s) and/or funds of the Customer included in the sanctions list, or if there is information regarding the Customer and the beneficial owner on participation in criminal/extremist activities and proliferation of weapons of mass destruction.

7.2.6. Suspend the Customer's operation (transaction) if there is information about participation in the legalization (laundering) of criminal incomes in relation to the Customer and/or the beneficial owner.

7.2.7. Request the appropriate documents necessary to perform the operations on the account, confirming the legality and economic feasibility of the operation and the validity of the Customer's real economic activity (invoices, issued to the Customer, agreements, concluded by the Customer, contracts, customs declarations, tax declarations, payment documents (for example invoices), etc.). If the Customer refuses to provide the required documents, the Bank shall have the right to refuse to carry out an operation on the Account.

7.2.8. Write-off, without further authorization (indisputably), the funds from the Customer's Account or other accounts of the Customer opened with the Bank without any permissions or instructions for purposes of performance of state and/or judicial authorities' decisions in cases and in the manner provided for by the legislation of the Kyrgyz Republic, or for purposes of repayment and compensation of any and all amounts, the fees (according to the Bank's Tariffs), the Expenses of the Bank under this Agreement, or discharging any obligations of the Customer to the Bank under other agreements, or in case the Bank erroneously deposits the funds to the Customer's Account or for another reason without sufficient legal grounds. If the currency of the Account differs from the currency of the debt, there shall be used the exchange rate, established by the Bank/National Bank of the Kyrgyz Republic on the day when transaction was made or on the day of receiving/crediting the funds.

7.2.9. The Bank shall be entitled to block the Customer's account in cases stipulated by the legislation of the Kyrgyz Republic.

7.2.10. In case of detection of signs indicating the possible fraudulent nature of a debit transaction, the bank has the right to suspend such transaction for a period of 30 (thirty) days, with notification to the client of the suspension of the transaction using available communication channels (mobile application, email, short message service (SMS), phone call, etc.).

7.2.11. The Bank shall be entitled if there are no funds/movements on the Account within 6 (six) calendar months to block the account until the receipt of the customer's application in the established standard form on account unblocking, or account unblocking through «KICB» system;

7.2.12. Unilaterally amend the Tariffs, the list of provided services, notifying the Customer 10 (ten) business days prior to effectiveness of the relevant changes by placing information in the premise of the Bank, its branches, representative offices, on the site [www.kicb.net](http://www.kicb.net). The Bank's tariffs, according to which services are provided under this Agreement, are approved by the Bank's Management and are subject to periodic review.

7.2.13. Unilaterally introduce amendments into the Agreement without the Customer's consent, if there are changes in the legislation of the Kyrgyz Republic, the regulatory documents of the National Bank of the Kyrgyz Republic binding on the Bank and the Customer, or other accounts of the Customer opened with the Bank.

7.2.14. Exercise control over the Customer's operations in order to oppose legalization (laundering) of criminal income and financing of criminal activities in accordance with the current legislation of the Kyrgyz Republic and the regulatory documents of the National Bank of the Kyrgyz Republic. Require the Customer to provide additional data and documents, including data necessary to identify and verify the beneficiaries for the Customer's operations.

7.2.15. Unilaterally suspend service of the Customer in «KICB»/«KICB BUSINESS» in the events identified by this Agreement.

7.2.16. Amend the list of services provided by the Bank, including the system «KICB»/«KICB BUSINESS», in the manner prescribed by this Agreement.

7.2.17. The Bank shall not be liable for the authenticity of documents, as well as for any transactions in the Customer's Account based on forged, falsified or illegal orders, when the signature or stamp imprint in the order visually matches the specimen signatures or stamp imprint on the bank card of the specimen signatures.

7.2.18. If, within 3 (three) business days, the Customer does not provide the Bank with the requested additional documents, including information about the counterparty, in order to determine the economic feasibility and legality of the transactions, as well as documents confirming the source of the Customer's funds and the beneficial owner, the Bank shall be entitled to refuse the Customer to carry out an operation on the Account as well as to terminate the Agreement unilaterally in accordance with i. 8.2 of this Agreement.

*Additional terms and conditions of the Bank Payment Card Agreement:*

7.2.19. Suspend the issue and/or service of the Card at any stage, in the cases and in the manner specified in the Agreement.

7.2.20. Block the Card with subsequent cancellation at your discretion in the following cases:

- repeated cases of Technical Overdraft;
- in case of violation of the Debt repayment terms;
- failure of the Customer to replenish the amount of the spent minimum balance;
- failure of the Customer to comply with the rules and requirements of payment systems and the Bank;

- failure of the Customer to fulfill obligations under the Agreement;
- upon receipt of an application from the Customer to cancel (close) the Card and terminate the Agreement;
- when debit transactions on the Card account are suspended on the grounds provided for by the legislation of the Kyrgyz Republic;
- receipt by one of the Parties of a 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 from the Customer of an oral notification or application to block the Card due to loss, theft and/or unauthorized use of the Card;
- expiration of the Card;
- termination of the Agreement;
- failure to update documents in a timely manner (if the identity document has expired, etc.).

The Card is blocked on the grounds specified in this clause of the Agreement within the time limits independently determined by the Bank.

7.2.21. The Bank has the right to unilaterally (without the Client's acceptance) write off funds from all of the Client's accounts, cancel transactions, block funds, the Client's current and card accounts, restrict access to the Bank's Mobile Application, make adjustments to the amounts in the Client's accounts in the event of technical failures, receipt of refund requests, as well as in cases of fraudulent transactions and violations of the law on the part of the Client, identified as a result of monitoring transactions in accordance with the Bank's internal rules and the Rules of the International Payment Systems.

7.2.22. In case of the Customer's insolvency, file a claim in a court of general jurisdiction for reimbursement of the Debt on the Customer's Cards and provide information about the Customer's financial violations to the competent authorities in accordance with the current legislation of the Kyrgyz Republic.

7.2.23. Unilaterally terminate the Agreement, cancel the Card and not return the cost of paid commissions if the Customer fails to appear at the Bank to receive the Card within more than 6 (six) calendar months from the date of submission of the application.

7.2.24. Block money on the Card Account in the amount of the Authorization for the Card Transaction until the Processing Center receives documents confirming the fact of the Card Transaction. If supporting documents are not received within 30 (thirty) calendar days, the blocked amount is subject to unblocking.

7.2.25. Cancel Additional Cards issued under the Card Account in case of cancellation of the Main Card and do not return the retained commission for the annual service.

7.2.26. In order to reduce the risk of Unauthorized Card Transactions, set restrictions and limits on Card Transactions. The amount of restrictions and limits, as well as the conditions, terms and procedure for their establishment, shall be determined by the Bank independently.

7.2.27. In case of incoming funds to the Customer's Card Account in a currency other than the Card Account currency, the Customer gives his/her unconditional consent to the exchange transaction performed by the Bank at the Bank's commercial rate on the day the funds are credited.

7.2.28. If within 90 (ninety) calendar days after the card is withdrawn by the Bank's ATM, the Customer does not contact the bank, the card is sent for destruction.

7.2.29. In case of blocking or termination of the Card, debit from the Card account the amounts of funds for transactions performed by the Customer within 30 (thirty) calendar days from the date of return of the Card to the Bank, expiration of its validity period or the date of blocking of the Card in case of its loss.

7.2.30. The Bank has the right to produce a Card with an individual design or refuse to produce a Card with an individual design based on its own discretion, or if the Customer uses images protected by copyright and other rights of third parties.

7.2.31. In case of detection of signs indicating a possible fraudulent nature of a debit transaction, the bank has the right to suspend such transaction for a period of 30 (thirty) days.

## **8. DURATION, AMENDMENT AND TERMINATION OF THE AGREEMENT**

8.1. The Agreement shall enter into force from the date of acceptance of this Offer by the Customer.

8.2. The Bank shall have the right to terminate the Agreement unilaterally if any of the following events occur:

- the Customer fails to submit the documents necessary to meet the requirements to opening of the Account and conduct Account operations, to identify and verify the Customer and beneficiary, and other measures of proper check of the Customer, carrying out transactions on the account;
- the Customer has not submitted the relevant documents required for account operations, confirming the economic feasibility of the operation and the validity of the customer's real economic activity;
- inaccurate documents were submitted.
- in relation to the Customer, there is information about participation in the legalization of proceeds from crime and/or criminal activities, obtained in accordance with the legislation of the Kyrgyz Republic.
- in case of revocation of a previously issued permit from a government agency exercising the functions and powers of the Central Treasury of the Kyrgyz Republic to open a bank account for state-owned enterprises/institutions.
- in the anti-fraud system in remote banking information systems (anti-fraud), signs and patterns of behavior have been identified that constitute grounds for recognizing the Client's participation/complicity in fraudulent transactions.

8.3. The Parties hereby agree that simultaneous occurrence of any of the following events shall be regarded as the Customer's statement and desire to terminate this Agreement and to close the Account:

- no operations are conducted with the Account of the Customer during 36 (thirty six) calendar months from the date of the last Account operation (internal operations of the Bank on fee withdrawal are not included into this list), close the Account and the cards linked to it (if any) unilaterally, with mandatory written notification to the Customer of its closure at least 1 (one) month before the closure of the Account. Also, if there are no funds/transactions on the Account for more than 6 (six) calendar months from the expiration date of the card linked to the Account, close the Account unilaterally, with mandatory written notice to the Customer of its closure at least 1 (one) month prior to the closure of the Account. At the same time, any balance of funds will be accounted for in a separate consolidated account "Other Liabilities" with mandatory non-systemic accounting for each Customer in accordance with the legislation of the Kyrgyz Republic. In this case, the Account is closed without receiving confirmation from the Customer after 1 (one) month from the date of sending the Customer a notice of termination of this Agreement, if before this moment the funds were not received from the Customer to the Account;
- no statement is received from the Customer with regard to his/her intention to conduct operations with the Account;

- 8.4. In case of unilateral termination of this Agreement, it shall be deemed terminated:
- by the Bank initiative- the Agreement shall be considered terminated upon expiration of 1 (one) month from the date the Bank sends the Customer a written notice of termination of this Agreement or upon occurrence of the cases provided for in item 8.2, 8.3 of this Agreement;
  - by the Customer's initiative- the Agreement shall be terminated from the date the Customer submits the respective application, provided that the Customer has no outstanding obligations or debts to the Bank;
- 8.5. Upon closing the Account, the Bank shall not return the documents, which the Customer has submitted in the process of opening and managing the Account. If there are some funds on the Account, the Bank shall dispose of them in the manner prescribed by i. 8.3. of this Agreement.
- 8.6. This Agreement shall be not effective upon full performance of all its obligations by the Parties.
- 8.7. In all other respects not covered by this Agreement, the Parties shall be governed by the legislation of the Kyrgyz Republic.
- 8.8. Unless otherwise envisaged by this Agreement, amendments and modifications shall be made by executing annexes/agreements signed by the Parties, which constitute an integral part of this Agreement and/or by sending a written notice and/or an electronic message to the Customer in the manner envisaged by this Agreement.
- 8.9. The Parties shall be exempt from liability for full or partial non-execution of obligations under this Agreement, if non-execution of the obligations has been caused by the acts of God (force majeure): fire, natural disasters, damage of transmission lines or communications, mass riots, acts of war, terroristic/criminal acts, adoption of regulatory legal acts, issue of prescriptions, orders or other administrative interference of the government, government authorities influencing execution of the obligations by the Parties under this Agreement and other circumstances beyond the reasonable control of the Parties.
- 8.10. Hereby the Parties recognize that any notifications, correspondence and so on will be deemed delivered if they are sent to addresses specified in this Agreement.
- 8.11. Hereby the Parties agree and recognize that any disputes arising out of or connected with this Agreement shall be settled in the court according to effective legislation of the Kyrgyz Republic.
- 8.12. This Agreement shall be valid until it is terminated and all accounts are closed.
- 8.13. The Customer has the right to terminate this Agreement or close one or several accounts at any time. Closing by the Customer of one or several accounts, if at least one account remains open, does not entail the termination of this Agreement.

## **9. RULES FOR USE OF A BANK PAYMENT CARD**

### 9.1. General provisions:

9.1.1. The card is a means of payment for the goods (works and services) and receiving cash from the Customer's funds.

9.1.2. The Card shall expire upon expiration of the last day of the month and year indicated on the Card.

9.1.3. On the cards of international payment systems: in case of Card transactions in a currency other than the currency of the Card account, conversion is carried out taking into account an exchange rate premium of up to 3% to the official rate of the international payment system. In the Register of Transactions, the amount of a completed Card transaction is reflected taking into account the exchange rate premium on the date of the Card transaction using Cards.

### 9.2. Use of the Card in the trade and service network:

9.2.1. When making a transaction to pay for goods, works and services or receiving cash at a cash issue point (hereinafter - CIP), a receipt is printed. The Customer must check the receipt and, at the request of the CIP or trade and service network, sign it.

9.2.2. It is prohibited to accept a POS terminal receipt that does not indicate the amount of the purchase (service). When making purchases (especially in a restaurant), the Customer should not allow the cashier (waiter) to take the Card out of the Customer's sight, and also should not use the Card twice at the POS terminal.

9.2.3. If an attempt to pay through a POS terminal is unsuccessful and, as a result, a purchase is made in cash, the Customer must save the receipt. In case of refusal to pay by Card through the POS terminal due to poor connection, the Customer can repeat the payment procedure in a few minutes (of course, if the Customer has firm confidence in the availability of this amount of money on the Card account).

9.2.4. The Customer is recommended to keep the first copies of receipts from POS terminals and use them to calculate the balance of funds (payment limit) on the Card.

9.2.5. It is important for the Customer to know that when paying for a car rent, a hotel or any other service, the cost of the service may be blocked on the Card Account, and the Customer will not be able to use this amount until it is unblocked.

9.2.6. Commissions for transactions carried out using the Card are reflected in the Monthly Statement.

9.2.7. The Customer must keep in mind that the organization accepting Cards for servicing has the right to require the submission of a passport or other official document identifying the Customer.

9.2.8. Documents confirming the fact of a transaction using the Card are: a POS terminal receipt, an ATM receipt, as well as another document received at the Bank's request from the Payment System. In case of discrepancies in the data in the specified documents, the document received by the Bank from the Processing Center will be the final and only document confirming the fact of the transaction using the Card.

### 9.3. Rules for using the ATM:

9.3.1. Using the Card, the Customer can withdraw funds from an ATM. To do this, you need to place the Card (hologram facing you and up) into the ATM reader or bring the card to the contactless device on the ATM and carefully read the commands that appear on the screen. The Customer can select the necessary commands to receive cash. When entering a PIN code, the Customer must not allow others to see it. The customer has only two attempts to enter an incorrect PIN. After the third attempt, the Card is blocked and may be detained by the ATM.

9.3.2. The Customer should be careful after the command "TAKE YOUR CARD" appears on the screen - you must take the Card immediately, otherwise it will be detained by the ATM (after 20 seconds).

9.3.3. When money appears in the dispenser, the Customer must immediately pick it up, otherwise after 20 seconds it will be detained by the ATM, then receive a receipt for the amount of cash issued to the Customer.

9.3.4. If the Customer's Card or money is detained by an ATM, then you must contact the Bank or contact the organization that owns the ATM (phone numbers are usually displayed on the front side of the ATM).

### 9.4. Security measures when handling the Card:

9.4.1. The Customer must remember that the Card, together with the code word and/or PIN code and/or three-digit verification code (CVV2) (hereinafter referred to as the "Card") is the "key" to the Card account. The code word and/or PIN code and/or three-digit verification code CVV2 must not be known to other persons. It is best for the Customer to remember the code word, PIN code and take the necessary measures not to disclose the three-digit CVV2 verification code to third parties. If this

is difficult to do, you need to write down the code word or PIN code in a place inaccessible to unauthorized persons. Under no circumstances should you write a code word or PIN code on the Card. Transactions using a code word and/or PIN code and/or a three-digit verification code CVV2 are recognized as completed by the Customer and are not subject to litigate.

9.4.2. The Customer must keep the Card in a safe place and avoid leaving it in places where someone could take it and copy its number and the Customer's sample signature, and carry out contactless payments.

9.4.3. The Customer must protect the Card from mechanical damage and from exposure to electromagnetic fields (car alarms, mobile phones, computers, access frames at airports, banks, shops, etc.) to avoid damage to the magnetic stripe.

9.4.4. The Customer must keep documents on transactions made with the Card in order to resolve issues regarding transactions made using the Cards.

9.4.5. In case of detection of loss, theft or unauthorized use of the Card and/or its Details, the Customer must immediately block the Card through the «KICB» system or block the card through the Bank's 24-hour Contact Center by phone: (+996) 312 620101.

9.4.6. In case of loss of the Card and/or its Details, new Cards will be issued to the Customer based on a request for re-issuance of the Card through the «KICB» system or a written application from the Customer after payment of the cost of replacing the Cards in accordance with the Bank's Tariffs.

9.4.7. The Customer is responsible for the consequences of untimely Blocking of the Card through the «KICB» system or contacting the Bank with a request to Block the Card.

9.4.8. Trade and service enterprises that serve customers via the Internet, remotely, by telephone, or by mail (MOTO) may require the entry of a three-digit verification code (CVV2), which is printed on the back of the card. This three-digit code is unique and is similar to the PIN code entered when paying for services or goods without physically submitting the card.

9.4.9. If the Customer damaged the surface of the PIN envelope before opening it, the PIN code on the envelope was erased, or the Customer forgot the PIN code, then the Customer must change the PIN code through the «KICB» system or come to the Bank with a passport to restore the PIN code.

## **10. RULES FOR PROVISION AND USE OF THE INTERNET BANKING SYSTEM «KICB»/«KICB BUSINESS»**

10.1. General provisions:

10.1.1. The Customer is connected to the «KICB» system:

- from the moment of signing and submitting an Application for service in the «KICB» system;
- through remote registration if he/she has a current Bank card;
- after passing successful remote identification.

10.1.2. The Agreement shall determine the procedure and conditions for the Bank to provide the Customer with remote access to his/her Account via the Internet using the «KICB» system, and also regulates the relationship between the Customer and the Bank arising under this Agreement.

10.1.3. The Customer is familiar with and undertakes to comply with the security requirements when providing Remote Banking Services provided for in this Agreement and the security recommendations posted in the «KICB» system.

10.1.4. When providing services on use of «KICB» system, the Bank continuously monitors customer's transactions and assesses the risk of fraud by implementing an anti-fraud system in remote banking information systems (anti-fraud).

10.1.5. When the Customer logs into the «KICB» system and before starting service, the Customer must familiarize himself/herself with the current version of this Agreement posted on the Bank's website [www.kicb.net](http://www.kicb.net).

10.1.6. By connecting to the «KICB» system, the Customer agrees to banking services via the Internet, realizing that the Internet is not a secure communication channel and the Customer who has joined this Agreement assumes all risks:

- arising as a result of the use of such a communication channel, including those related to the possible access of third parties to the Customer's Authorization Data and the performance by a third party, who has become aware of the Customer's Authorization Data, of debit and other transactions on the Customer's Account(s) and other actions to manage the Customer's Account(s);
- related to the connection of its technical means to the Internet and independently ensures the protection of its own technical means from unauthorized access and malicious software;
- and assumes all possible losses, losses, damages, etc. arising from the use of Remote Banking services via the Internet, including as a result of fraudulent, hacker, virus attacks from the Internet and the Customer hereby guarantees that will not make any claims against the Bank, will not file any claims against the Bank in such cases, since the Bank previously and fully informed the Customer about the possible risks. The Customer hereby acknowledges and confirms that he himself is the initiator of providing him with the technical ability to manage the Account(s), manage funds on the Account(s) and carry out payments and Transactions using Remote Banking services, as well as 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 Customer in the event of third parties intercepting control of the Customer's personal computer, mobile phone, theft of Authorization data or the Customer's failure to comply with security procedures.

10.1.7. The Customer has the right to refuse to use the «KICB» system by submitting an appropriate application to the Bank, provided that there are no controversial Operations, debts for payment for services of the Bank and third banks involved in the Customer's Operations, other unfulfilled obligations to the Bank and any other claims of the Bank related to Remote banking services for the Customer and his/her Accounts.

10.1.8. Requests for blocking access to the «KICB» system, received by the Bank in the manner established by this Agreement, are recognized by the Parties as coming from the Customer and claims for the consequences of blocking by the Bank are not accepted, to which the Customer expresses his/her unconditional consent.

10.2. The procedure for providing access and use of the «KICB» system:

10.2.1. The right to use the «KICB» system is granted by the Bank only to the Customer personally or to the Customer's Authorized Persons.

10.2.2. Initially, the Password is generated by the Bank when connecting to the «KICB» system; after successful Authentication, the Customer can change the Password an unlimited number of times at his own discretion, subject to compliance with password requirements.

10.2.3. The OTP code can be sent to the Customer's mobile phone via SMS message or can be generated using the Google Authenticator mobile application or Token.

10.2.4. The method of obtaining an OTP code:

- it's selected by the Customer at the time of submitting an Application for service in the «KICB» system to the Bank;
- it's established by the Bank at the time of remote identification.  
OPT code can subsequently be changed at the Customer's request.

10.2.5. The Customer's access to the «KICB» system is carried out via the Internet using a web browser and mobile application. It is mandatory to use the most current versions of web browsers. The application is supported only by the following mobile operating systems: iOS and Android.

10.2.6. All actions in the «KICB» system, both to obtain information and to carry out Transactions, performed within the Authorized work session, are conclusively and unconditionally recognized by the Parties as performed personally by the Customer or his/her Authorized Person and the Customer bears full financial responsibility for such Transactions.

10.2.7. The Customer is obliged to treat Transactions through the «KICB» system with due caution, as well as take reasonable measures to reduce the likelihood of unintentional or accidental Transactions.

10.3. Basic requirements for maintaining security and confidentiality:

10.3.1. This section defines the rules mandatory for compliance by the Customer in order to ensure the required level of security when using the «KICB» system, and also includes a list of measures to ensure the confidentiality of Customer data and Operations performed by the Customer.

10.3.2. The Bank executes, and the Customer acknowledges the Bank's right to store in the Bank's database all events and actions performed within the Authorized work session.

10.3.3. On the part of the Bank, information security requirements during use of the «KICB» system by the Customer are ensured by taking the following measures:

- mandatory assignment of a unique Login to each Customer;
- mandatory generation of the Password in ways that exclude the possibility of access to information about the Password for any third parties;
- setting password complexity requirements;
- limiting the number of attempts to enter the Password if it is incorrect;
- limit on the number of attempts to enter a PIN code if it is incorrect;
- mandatory entry of an OTP code when passing through remote identification/performing certain types of transactions, as well as in the case of Authentication in the web version;
- use of the Customer's Biometric Data as Authorization Data for a mobile application, if such functionality is supported by the Customer's device;
- setting a time limit for the validity of the OTP code;
- there will be a failure in the functioning of the «KICB» system mobile application on the Customer's mobile device (mobile phone and/or other device that allows the use of the Bank's application) when the «KICB» system application on the device determines full access rights to the operating system and all functions of the mobile device, which resulted in removing restrictions from the manufacturer or telecom operator for manipulating system applications and the ability to run applications that require administrator rights (root and/or jailbreak);
- other methods established by the Bank as ways to increase the level of information security of the «KICB» system.

10.3.4. On the part of the Customer, the mandatory measures to ensure information security when the Customer uses the KICB system are the following:

- The Customer must keep the Login, Password, OTP code, PIN code “KICB” secret. Transfer of Authorization Data to third parties, orally or in writing, is strictly prohibited;
- The Customer should change the Password on a regular basis;
- If the Customer has the slightest suspicion or identified facts indicating:
  - access of third parties to the Customer's Authorization Data;
  - access of third parties to the KICB system on behalf of the Customer;

- the loss (theft) of a mobile phone and/or SIM card to which the mobile phone number is linked, provided by the Customer to the Bank for the purpose of receiving SMS messages with OTP codes;
- loss (theft) of the Token;
- attempts of unauthorized access to the Customer's Account using the KICB system;

The Customer is obliged to immediately notify the Bank of this either by means of a written statement or by telephone, subject to the Customer indicating a code word or other supporting data (the list of identification data is established by the Bank), followed by written confirmation of this requirement within 5 (five) calendar days (application on paper signed and sealed (if available) by the Customer). If the Customer is unable to provide the above written confirmation within 5 (five) calendar days, then this period may be changed by agreement with the Bank;

- The Customer undertakes not to allow the loading of resident programs on the devices used to log into the «KICB» system that allow uncontrolled access to information storage devices and input/output devices;
- The Customer undertakes to use anti-virus software on the devices used to log into the «KICB» system, keep the anti-virus software databases up to date, regularly install security updates released by the developers of the operating systems and web browsers used;
- The Customer undertakes not to use the Bank application on mobile devices (mobile phone and/or other device that allows the use of the Bank application) that were subject to the process of gaining full access to the operating system and all functions of the mobile device, which entailed the removal of restrictions from the manufacturer or telecom operator for manipulation system applications and provided the ability to run applications that require administrator rights (root and/or jailbreak).

10.3.5. The Bank shall not send messages or make telephone calls to the Customer with a request to provide all or part of the Authorization Data. The Customer, in turn, undertakes not to respond to incoming oral telephone calls or written requests asking for all or part of the Authorization Data. If the Customer receives such requests, he/she is obliged to leave it without execution/response and notify the Bank of this fact as soon as possible.

10.3.6. Access to and use of the «KICB» system, including performing any Transactions, as well as viewing information, is permitted exclusively to registered Customers. Transfer by the Customer of his/her Authorization Data to third parties is prohibited and is a direct violation of this Agreement. The Customer bears full responsibility for the consequences of transferring his Authorization data to third parties. If it is discovered that the Customer has transferred his/her Authorization Data to third parties, the Bank has the right, at its discretion, to temporarily suspend the Customer's access to the «KICB» system or unilaterally, out of court, completely stop providing the Customer with Remote Banking services.

10.3.7. The Bank has the right, without notifying the Customer, to temporarily suspend or limit the Customer's access to the KICB system, refuse to provide the Customer with or resume access to the KICB system if the Bank has sufficient grounds to believe that an attempt of unauthorized access to the KICB system on behalf of the Customer is possible or in case of detection of signs that indicate fraudulent activity in the Client's «KICB» system.

10.3.8. The Bank has the right, if it is established that the Customer has violated this Agreement, to suspend the Customer's access to the «KICB» system by blocking his/her account.

10.3.9. The Customer is informed and is fully aware that the transfer of Confidential Information via the Internet entails the risk of unauthorized access to such information by third parties. By connecting

to the «KICB» system, the Customer agrees to banking services via the Internet, realizing that the Internet is not a secure channel of communication and information transfer, as well as all risks associated with a possible violation of confidentiality and other risks arising from the use of such communication channel.

10.3.10. The Customer understands that when using the «KICB» system, there is a risk of third parties gaining unauthorized access to the Customer's accounts, as well as information on Transactions. Unauthorized access becomes possible due to the interception by third parties of control of the Customer's personal computer, mobile phone, and theft of Authorization data.

10.3.11. The Customer undertakes to fully comply with the requirements of this Agreement, as well as take all necessary measures for the security and protection of information and documents exchanged within the «KICB» system.

10.3.12. The Customer is obliged, independently and at his/her own expense, to ensure the connection of his/her technical means (personal computer, mobile device and other means) to the Internet, as well as to ensure the protection of his/her own technical means from unauthorized access and malicious software.

10.3.13. If the Customer violates the rules for the safe use of Remote Banking services specified in this Agreement, as well as in cases of fraudulent transactions, hacker, virus attacks from the Internet, the Bank is not responsible for Operations performed on the Customer's Account.

10.4. Performing operations:

10.4.1. The parties recognize Bishkek time (UTC+6) as a single time scale when working with the «KICB» system.

10.4.2. The Bank has the right to notify the Customer about potentially important information for the Customer by SMS messages, e-mail newsletters, Push notifications: about the status of the Account, about the movement of funds on the Account, with a reminder about debt on loans, about new services of the Bank, etc.

10.4.3. The Bank has the right to change the list of services provided through the «KICB» system. If the Bank changes the list of services provided by the Bank through the «KICB» system, the Bank notifies the Customer by sending Push notifications in the KICB system and/or an information message sent to the Customer's email address in the manner prescribed by this Agreement. The Customer has the right to use or refuse these services at his/her own discretion.

10.4.4. Transfers of funds in a currency other than the Account currency (if the currency of funds on the Account and the currency of the transferred funds differ) are carried out at the currency exchange rate established by the Bank at the time of the Transaction.

10.4.5. The Parties acknowledge that electronic payment documents (Customer Orders) executed in the «KICB» system are considered to originate from the Customer and are legally equivalent to payment documents received by the Bank from the Customer on paper, drawn up in accordance with the regulatory legal acts of the Kyrgyz Republic and personally signed by the Customer.

10.4.6. The Bank has the right to introduce permanent or temporary restrictions on the performance of Transactions through the «KICB» system. The Bank shall inform the Customer about the presence of restrictions by:

- posting documents and information on the Bank's website;
- sending push notifications in Personal Account;

- in other ways at the discretion of the Bank, allowing the Customer to obtain information and establish that it comes from the Bank.

10.4.7. The Bank has the right to refuse to execute the Customer's Order:

- if there are insufficient funds on the relevant Customer's Account to carry out this Operation, taking into account the commission (if any) for its execution;
- if there is a suspicion of a security violation when using the "KICB" system, including if the Bank has reason to believe that the execution of the Order may result in financial losses for the Bank or the Customer;
- if the Transaction amount exceeds the limit(s) for Transactions through the "KICB" system or does not comply with the restrictions established by the Bank's Tariffs;
- if acceptance of the Order is impossible without the Customer providing additional documents required in accordance with the legislation of the Kyrgyz Republic;
- if the execution of the Order entails a violation of the current legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, this Agreement, as well as the terms of other agreements (agreements) concluded between the Customer and the Bank;
- if the Customer's Account has been seized;
- in other cases, provided for by the agreement concluded between the Bank and the Customer, and/or the legislation of the Kyrgyz Republic.

10.4.8. The Customer shall agree that the use of his/her Authorization Data is appropriate and sufficient to establish his/her identity and confirm the right to conduct Transactions on his/her Accounts.

10.4.9. Bank commission paid by the Customer in a currency other than the debit currency is carried out at the currency exchange rate established by the Bank at the time of the Transaction.

10.5. Rights and obligations of the parties:

10.5.1. The Bank undertakes:

- to execute Customer's Orders created during an Authorized work session on behalf and at the expense of the Customer;
- to provide technical support and maintenance of the "KICB" system;
- in the event of technical problems arising while using the "KICB" system, take all possible actions to eliminate them within a reasonable time, while the Customer does not have the right to make claims to the Bank and during the period of eliminating technical problems must carry out Operations in the usual way using paper media, or apply an alternative method of transmitting Customer's Orders to the Bank;
- to notify the Customer about changes in the operation of the "KICB" system in the manner provided for in this Agreement;
- to block access to the "KICB" system upon written application from the Customer (applicable only to legal entities). The Customer's oral application for blocking is accepted by the Bank upon proper identification of the Customer - the Customer communicates the code word or other identification data (applicable for individuals);
- to monitor the security of your own systems and take all possible measures to prevent system hacking and other external threats and attacks;
- to bear other obligations provided for in this Agreement.

10.5.2. The bank has the right:

- at its discretion, temporarily suspend or limit the Customer's access to the «KICB» system or refuse the Customer to provide or resume access to the «KICB» system, or refuse to carry out

specific Operations, or unilaterally out of court completely stop or temporarily suspend the provision of Remote banking services to the Customer:

- when identifying the Customer's actions that clearly indicate the presence of malicious intent with the aim of causing damage to the Bank;
- in case of detection of facts of violation by the Customer of the security rules and conditions of use of the «KICB» system set out in this Agreement, as well as the current legislation of the Kyrgyz Republic;
- if the Customer has an unpaid debt to the Bank, including overdue loans;
- in case of insufficient funds on any Account to pay the cost of services using the «KICB» system;
- if the Customer violates the terms of this Agreement;
- in case of technical malfunctions when working with the «KICB» system;
- when changing software and carrying out maintenance work;
- if a controversial situation arises related to servicing the Customer at the Bank, until the dispute is resolved;
- in other cases, provided for by this Agreement and the legislation of the Kyrgyz Republic;
- unilaterally set and change limits on transactions through the «KICB» system, establish technical and other restrictions, as well as implement other mechanisms that reduce the risks of the Customer and the Bank arising when using the «KICB» system, including taking additional organizational and technical measures to increase the level of security when providing Remote Banking services;
- immediately cancel the Customer's access to the «KICB» system in case of closure of the Customer's Account(s) with the Bank;
- if necessary, request from the Customer the execution of the Customer's Order on paper with the signature of the manager/Authorized persons and the Customer's seal (if any) for the implementation of the service/operation no later than the next business day by sending a written message to the Customer or by information message sent to Personal Account. In this case, the Bank will not execute the Customer's Order until it receives the document on paper;
- to disconnect the Customer from the "KICB" system if there is a debt to the Bank for more than 3 (three) months for maintaining a current account in the "KICB" system. To reconnect the Customer to the "KICB" system, the Customer will have to pay a connection fee in accordance with the Bank's Tariffs;
- when the Customer's passport expires, transfer the Customer's access in the "KICB" system to "View Mode" until the Customer provides a valid passport to the Bank;
- upon expiration of the Customer's power of attorney, close the Customer's access to the "KICB" system;
- set a default account if the Customer has not independently set a default account;
- to make changes to the limits and list of available services in the KICB system;
- refuse remote identification to the Customer;
- exercise other rights provided for in this Agreement.

#### 10.5.3. The Customer undertakes:

- to be responsible for keeping confidential (not transfer/disclose) Authorization data to third parties. Ensure that Authorization Data is stored in a manner that prevents unauthorized access by unauthorized persons. If the Customer has the slightest suspicion or identified facts indicating the above, the Customer is obliged to immediately notify the Bank about this, either by means of a written statement or by telephone, provided that the Customer indicates a code word or other supporting data (the list of identification data is established by the Bank), with

followed by written confirmation of this requirement within 5 (five) calendar days (application on paper signed and sealed (if any) by the Customer). If the Customer is unable to provide the above written confirmation within 5 (five) calendar days, then this period may be changed by agreement with the Bank;

- in case of changing the mobile phone number provided by the Customer to the Bank for the purpose of receiving SMS messages with OTP codes, it is mandatory to notify the Bank in writing;
- to check the status of Operations after sending the Customer's Orders to the Bank;
- at the request of the Bank, no later than 5 (five) calendar days (from the date of receipt of such a request) provide to the Bank all payment documents processed using the "KICB" system on paper, certified by the Customer and sealed by the Customer (if any);
- to bear other obligations provided for in this Agreement.

10.5.4. The Customer has the right:

- to use the full range of services of the "KICB" system under the conditions provided for in this Agreement;
- to receive advice from the Bank on issues of connecting and using the "KICB" system;
- to install and change Authorization data for using the "KICB" system on a regular basis;
- familiarize himself/herself with the limits and list of available services in the KICB system;
- to exercise other rights provided for in this Agreement.

10.6. Final provisions:

10.6.1. The Bank shall take all possible measures to resolve the dispute that has arisen within the framework of using the "KICB" system and notifies the Customer of the results.

10.6.2. The Customer shall be responsible for the device used to connect to the "KICB" system, for using only licensed software with the latest updates installed, as well as licensed anti-virus software with current anti-virus databases on the device used.

10.6.3. The Customer shall be responsible for losses incurred by the Bank as a result of the execution of Orders submitted to the Bank on behalf of the Customer by an unauthorized person.

10.6.4. The Customer expresses his/her unconditional agreement that the Bank is not responsible for:

- errors, delays or the inability of the Customer to gain access to the KICB system associated with a malfunction of the Customer's equipment (WI-fi router/modem, etc.) or communication channels, technical means, other resources and services with the help of which service in the "KICB" system provided by a third party (providers of Internet access, communications, etc.);
- damage to the Customer's equipment, for the safety of the Customer's software and personal computer from various viruses and other damage, for the safety of the Customer's mobile phone and other devices from various viruses and other damage;
- the consequences of the Customer's untimely notification of the Bank about the loss (theft) of the Login and/or password, mobile phone/SIM card to which the mobile phone number is linked, communicated by the Customer to the Bank for the purpose of receiving SMS messages with OTP codes, Token, or incorrectly performed Operations and attempts of unauthorized access to the Customer's Account using the "KICB" system. Any losses and liability resulting from such actions are borne by the Customer;
- failure to execute payment orders of the Customer in the "KICB" system, if the order was not provided in full (incorrect) format and/or included information that contradicts the current legislation of the Kyrgyz Republic;

- damage resulting from the Customer's disclosure of Authorization Data, the Customer's failure to ensure their confidentiality, or the Customer's failure to take measures to keep them secret from third parties, or transfer them to third parties, regardless of the reasons;
- the Customer's losses caused by the Bank's execution of Orders to carry out Transactions from unauthorized persons, made as a result of access to the "KICB" system by third parties, in cases where such access occurred in a situation not subject to or beyond the control of the Bank (compromise Customer logins and passwords);
- the Customer's losses caused by the Bank's execution of Orders to carry out Operations from unauthorized persons, made as a result of the use by third parties of the Customer's Authorization Data, including those obtained by illegal methods, violation of the confidentiality of the Customer's Authorization Data, including those caused by information leakage directly from the Customer's device, used to access the "KICB" system, malicious actions of software installed on the device used by the Customer to access the "KICB" system, fraudulent, hacker, virus attacks from the Internet;
- the Customer's losses caused by the Bank's execution of Orders for Transactions from unauthorized persons received by the Bank as a result of access and use of the "KICB" system by third parties, if this was not the fault of the Bank;
- the impossibility of providing the "KICB" system, if this occurred due to force majeure circumstances beyond the control of the Bank, including, but not limited to, failures in the provision of communications on the side of Internet providers;
- the Customer's inability to use a mobile phone due to breakdown and/or loss/theft of the SIM card, for the malicious action of the software installed on the Customer's mobile phone, resulting in the compromise of OTP codes, for damage resulting from unauthorized use of by third parties Customer's OTP codes;
- in the event that information transmitted when using the "KICB" system, including about Accounts, becomes known to third parties as a result of listening or interception of communication channels during their use, as a result of third parties' access to information during transmission through communication channels, used by the Customer, as well as in case of dishonest fulfillment by the Customer of the conditions for storing and using funds for Authentication;
- the quality of delivery of SMS messages to the Customer's mobile phone, for the delivery and speed of transmission of SMS messages and does not guarantee the preservation of the confidentiality and integrity of information transmitted in the form of SMS messages. The Bank is not responsible for failures, accidents and overloads in the operation of mobile/mobile radiotelephone networks, failures and delays in the work of mobile radiotelephone operators, problems with the Customer's use of mobile/mobile radiotelephone communications in roaming, that is, outside the mobile operator's communication network mobile radiotelephone communications;
- in case of arbitrary or intentional interference of third parties in the private affairs of the Customer (including those relating to the civil legal relations of the Customer with the Bank), carried out through dishonest use by a third party of the means of communication and contact information of the Customer, communicated by the Customer to the Bank. The Bank is not responsible for the transfer by the Customer of a mobile phone (SIM card) to third parties, the illegal production by third parties of a duplicate of the Customer's mobile phone and/or SIM card and the use of this SIM card without the knowledge and consent of the Customer;
- if the Customer fails to receive information sent by the Bank to the Customer in the cases established by this Agreement, if the contact information transferred to the Bank by the Customer has become irrelevant, information about which was not communicated by the

Customer to the Bank in a timely manner and in the manner established by the Bank. The Bank is not responsible for non-execution, untimely or incorrect execution of Orders and/or carrying out the Customer Authentication procedure if this was caused by the Customer providing false information, loss of relevance of information previously provided by the Customer and used when registering and fulfilling by the Bank its obligations within the framework of the OTP mailing. codes or the Customer entering incorrect data. The Customer is responsible for the accuracy and relevance of all information provided to the Bank;

- or failure to execute the Customer's Orders using the "KICB" system, if the Customer's Account was seized or Operations on it were suspended in accordance with the current legislation of the Kyrgyz Republic, as well as in other cases provided for by the legislation of the Kyrgyz Republic;
- losses incurred by the Customer as a result of the Bank's execution of the Customer's Order drawn up by the Customer with errors and/or typos in the information contained in the fields of the document, as well as in the event of the Customer's payment being returned by the recipient;
- the execution of Orders erroneously transmitted by the Customer;
- non-execution, untimely or incorrect execution of the Order, if this was caused by the Customer providing false information, the loss of relevance of the information previously provided by the Customer and used during the Customer Authorization, or the Customer entering incorrect data;
- failure to execute the Customer's Order, if its execution would lead to a violation of the requirements of the current legislation of the Kyrgyz Republic, this Agreement, as well as the terms of other agreements (contracts) concluded between the Customer and the Bank.

10.6.5. Seizure of the Account or suspension of operations on the Customer's Account at the request of authorized law enforcement/government bodies in cases provided for by the legislation of the Kyrgyz Republic blocks the operation of the "KICB" system until the restrictions are lifted.

10.6.6. The Customer can be disconnected from the "KICB" system at his/her own request within 5 (five) business days after submitting a corresponding written application to the Bank.

10.6.7. If the Customer is disconnected from the "KICB" system at his/her own request or at the initiative of the Bank (as a result of non-compliance/violation of this Agreement; in cases provided for by law), the Bank blocks the Customer's ability to use the "KICB" system.

10.6.8. In all other respects that are not provided for in this Agreement, the Parties are guided by the requirements of the legislation of the Kyrgyz Republic.

## **11. LIABILITY OF THE PARTIES**

11.1. For failure to fulfill or improper fulfillment of obligations under the Agreement, the Parties are liable in accordance with the Agreement and the current legislation of the Kyrgyz Republic.

11.2. The Bank is responsible for:

- disclosure of bank secrecy in accordance with the current legislation of the Kyrgyz Republic;
- an erroneous transaction on the Account due to the fault of the Bank. The Bank's liability in this case is limited to canceling the erroneously performed transaction.

11.3. The Bank is not liable for:

- refusal of a third party to service the Card;
- quality of goods and services purchased using the Card;
- limits, restrictions and additional rewards (interests) on the Card, established by a third party, which may affect the interests of the Customer;

- consequences of the Customer's untimely application to the Bank with a request to Block a lost/stolen Card;
- transactions made before the Card was blocked, in case of loss, theft or other illegal use of the Card - Blocking must be carried out in accordance with clause 6.1.16. of actual agreement;
- for transactions made before the Card was blocked, for which settlement occurs after the Card is blocked;
- situations related to failures in the operation of systems that provide reception, processing and transmission of data on transactions made using the Card;
- possible negative consequences of access to any transactions via the Internet and MOTO, including, but not limited to: the risk of unauthorized transactions by third parties using a bank payment card via the Internet and MOTO;
- settlement of disputes and disagreements between the Customer and the Additional Card holder;
- damage incurred as a result of the Customer's loss/disclosure of the Card, passwords, access codes;
- offline transactions carried out on the Card account within the established limits;
- contactless transactions carried out by the Customer, within the established limits;
- any actions of the Customer, including account transactions in third-party mobile applications and electronic wallets;
- delays in transfers of funds to the Customer's Account that arose due to the fault of correspondent banks.

11.4. The Customer is liable for:

- failure to timely 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 the Agreement;
- an unauthorized payment by a third party in the amount of the unauthorized payment, taking into account the Bank's commissions;
- completed Card transactions, including those made by third parties using the Card, its analogue or Card details;
- violation of the terms of the Agreement by the Customer;
- possible negative consequences of access to any transactions via the Internet and MOTO, including, but not limited to: the risk of unauthorized transactions by third parties using a bank payment card via the Internet and MOTO;
- making a payment, if the Customer or the holder of the Additional Card, due to non-fulfillment or improper fulfillment of obligations for the safety of the Card, has declassified the code word and/or PIN code and/or three-digit secret code (CVV2) (hereinafter referred to as PIN code and/or CVV 2 – “Card Details”) and did not take all possible measures to prevent access to card details by third parties, regardless of the territory of the transaction.

11.5. The Bank is not obliged to prove the Customer's action to disclose the Details, passwords, or access codes to the Card. Any authorized transactions made using passwords, PIN codes, etc. will be considered as committed personally by the Customer.

11.6. The Parties shall be released from liability for partial or complete failure to fulfill obligations if it was the result of force majeure circumstances: fire, flood, earthquake, power failure and other circumstances beyond the control of the Parties, failure of equipment, failure of software, power supply and data transmission systems, as well as in cases of adoption by the National Bank of the Kyrgyz Republic, authorized bodies of the Kyrgyz Republic of decisions, resolutions, determinations in relation to the Parties, and therefore it will be impossible to fulfill obligations under the Agreement

in a timely manner and on time, provided that the Party that was thus prevented from fulfilling obligations Agreement, has made reasonable efforts to mitigate the impact of these circumstances, and will continue to make every effort to comply with the terms of the Agreement to the fullest extent possible.

11.7. Card transactions carried out in a contactless manner are recognized as completed by the Customer and are not subject to challenge due to fraud or unauthorized access to the Card.

## **12. SETTLEMENT OF DISPUTES**

12.1. All disputes and disagreements arising during the execution of the Agreement will, if possible, be resolved through negotiations between the Parties. If necessary, to resolve a dispute, the Bank may involve various specialists and experts (both those who are and are not employees of the Bank) who have the necessary experience and knowledge in the relevant field.

12.2. The Parties hereby determine that if it is impossible to resolve disagreements through negotiations, any disputes arising and/or related to the Agreement, including disputes relating to the conclusion, violation, termination, termination or invalidity of the Agreement, shall be resolved in accordance with the legislation of the Kyrgyz Republic.

12.3. The parties agree to accept data on transactions on electronic media as evidence when resolving disputes.

12.4. Written notices are considered received by the other Party if they are delivered to it against receipt or sent by registered mail with notification to the address specified in the Application for opening an account.

12.5. All changes and additions to the Agreement are valid when made in writing and signed by both Parties.

## **13. BANK DETAILS**

**Closed Joint Stock Company «Kyrgyz Investment and Credit Bank»**

Registered address: Erkindik ave. 21, Bishkek, Kyrgyz Republic

ITN 01901200110066

OKPO 22724193

c/a: 1280015000006195 in KICB

BIK 128001

DCMT 999

## **14. CONTACT INFORMATION OF THE BANK**

+ 996 (312) 620101

+ 996 (553) 620101

+ 996 (774) 620101

WhatsApp + 996 (704) 620101

E-mail: [reception@kicb.net](mailto:reception@kicb.net)

The Customer confirms that he/she has familiarized will all terms of the Agreements, its Annexes and agrees that the Bank will provide the services specified therein.

The following Annexes are integral part of this Agreement:

Annex №1. Conversion scheme

Annex №2. Power of attorney for legal entities to receive bank cards and envelopes with PIN codes;

Annex №3. Application-Questionnaire of the Customer for opening an Account;

**ANNEX №1 TO PUBLIC OFFER FOR CONCLUSION OF AGREEMENT OF BANK ACCOUNT OPENING AND MAINTENANCE IN NATIONAL AND FOREIGN CURRENCY**

Scheme for converting from one currency to another, provided various conversion options when the cardholder conducts transactions in a currency other than the currency of the cardholder's bank account

Card account currency	Card type	Transaction currency	Transaction type	Exchange rate on the actual transaction date	Exchange rate on the final settlement date for the operation	Transaction processing period <sup>5</sup>
<b>KGS</b>	Visa, UPI, Mastercard	All currencies	In the devices of the Bank	Bank rate	Bank rate	up to 8 calendar days
			Inside the Kyrgyz Republic (in the network of the IPC <sup>1</sup> )	Average rate of IPC <sup>2</sup>	Average rate of IPC <sup>2</sup>	
	Visa, UPI	All currencies	Outside the Kyrgyz Republic, inside the Kyrgyz Republic (outside the IPC network), settlements are made with USD	1. Visa/UIP rate +OIF <sup>3</sup> when converted into USD 2. Bank rate when converted into card account currency	1. Visa/UIP rate +OIF <sup>3</sup> when converted into USD 2. Bank rate when converted into card account currency	
				USD	Bank rate	
	Mastercard	All currencies	Outside the Kyrgyz Republic, inside the Kyrgyz Republic (outside the IPC network), settlements are made with Euro	1. Mastercard rate+CBFM <sup>4</sup> when converting to Euro 2. Bank exchange rate when converting to card account currency	1. Mastercard rate+ CBFM <sup>4</sup> when converting to Euro 2. Bank exchange rate when converting to card account currency	
				Euro	Bank rate	
	Elkart	Russian ruble	Operations in NSPC MIR devices	NSPC MIR rate	NSPC MIR rate	
<b>USD</b>	Visa, UPI, Mastercard	All currencies	In the Bank devices	Bank rate	Bank rate	
			Inside the Kyrgyz Republic (in the IPC <sup>1</sup> network)	Average IPC <sup>2</sup> rate	Average IPC rate <sup>2</sup>	

	Visa, UPI, Mastercard	KGS	Inside the Kyrgyz Republic (outside the IPC network)	Bank rate	Bank rate
	Visa/UIP	All currencies	Outside the Kyrgyz Republic, Inside the Kyrgyz Republic (outside the IPC network), settlements are made with USD	Visa/UIP rate+ OIF <sup>3</sup>	Visa/UIP rate + OIF <sup>3</sup>
	Mastercard	All currencies	Outside the Kyrgyz Republic, Inside the Kyrgyz Republic (outside the IPC network), settlements are made with Euro	1. Mastercard rate +CBFM <sup>4</sup> when converting to Euro 2. Bank rate when converting to card account currency	1. Mastercard rate +CBFM <sup>4</sup> when converting to Euro 2. Bank rate when converting to card account currency
		Euro		Bank rate	Bank rate
<b>Euro</b>	Mastercard	All currencies	In the Bank devices	Bank rate	Bank rate
			Inside the Kyrgyz Republic (in the IPC <sup>1</sup> network)	Average IPC <sup>2</sup> rate	Average IPC <sup>2</sup> rate
		KGS	Within the Kyrgyz Republic (outside the IPC network)	Bank rate	Bank rate
		All currencies	Outside the Kyrgyz Republic, Inside the Kyrgyz Republic (outside the IPC network), settlements are made with Euro	Mastercard rate	Mastercard rate

<sup>1</sup> Banks that are process in the IPC (Interbank Processing Center- Bank processing), the list must be checked with the IPC;

<sup>2</sup> IPC average rate - the deduced average exchange rate provided by the Banks, which are processed in the IPC by international payment cards;

<sup>3</sup> OIF - exchange charge of the Bank (today it is applied for Visa cards 2%);

<sup>4</sup> CBFM - exchange charge of the Bank (today it is applied for MasterCard cards 2%);

<sup>5</sup> The terms for processing transactions are set by payment systems and depend on the Bank that serves someone else's device.

## Conversion examples:

### 1. **Card account: KGS**

1.1. For example, a Customer has Visa/UPI/Mastercard card in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in USD/other currency in the Bank serviced device, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.2. For example, a Customer has Visa/UPI/Mastercard card in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in USD/other currency in the Bank serviced device in KR territory (in IPC network<sup>1</sup>), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Average IPC rate<sup>2</sup>;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Average IPC rate<sup>2</sup>;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.3. For example, a Customer has Visa/UPI card in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in Euro/other currency in the Bank serviced device outside KR/inside KR ((outside IPC network) territory, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

1. Visa/UPI+OIF<sup>3</sup> rate during conversion into USD;
2. Bank rate during conversion into currency of the card account.

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

1. Visa/UPI+OIF<sup>3</sup> rate during conversion into USD;
2. Bank rate during conversion into currency of the card account.

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.4. For example, a Customer has Visa/UPI card in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in USD in the Bank serviced device outside KR/ inside KR (outside IPC network) territory, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.5. For example, a Customer has Mastercard in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in USD/other currency in the Bank serviced device outside/inside KR territory (outside IPC network) the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

1. Mastercard rate+ OIF<sup>3</sup> during conversion into Euro;
2. Bank rate during conversion into card account currency.

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

1. Mastercard rate+ OIF<sup>3</sup> during conversion into Euro;
2. Bank rate during conversion into card account currency.

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.6. For example, a Customer has Mastercard in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in Euro in the Bank serviced device outside/inside KR territory (outside IPC network) the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate.

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

1.7. For example, a Customer has Elcart card in KGS, and on March 1 the Customer makes a purchase/withdrawal/replenishment in Rubles in the NSPC MIR, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- NSPC MIR rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- NSPC MIR rate.

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

## **2. Card account: USD**

2.1. For example, a Customer has Visa/UPI/Mastercard card in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS/other currency in the Bank serviced device, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

2.2. For example, a Customer has Visa/UPI/Mastercard card in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS/other currency in the Bank serviced device in KR territory (in IPC<sup>1</sup> network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Average IPC rate<sup>2</sup>;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Average IPC rate<sup>2</sup>;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

2.3. For example, a Customer has Visa/UPI/Mastercard card in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS in the Bank serviced device in KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

2.4. For example, a Customer has Visa/UPI in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in Euro/other currency in the Bank serviced device outside/inside KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Visa/UPI rate +OIF<sup>3</sup> during conversion into USD;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Visa/UPI rate +OIF<sup>3</sup> during conversion into USD;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

2.5. For example, a Customer has Mastercard card in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KZT/other currency in the Bank serviced device outside/inside KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

1. Mastercard rate+ CBFM<sup>3</sup> during conversion into Euro;
2. Bank rate during conversion into card account currency.

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

1. Mastercard rate+ CBFM<sup>3</sup> during conversion into Euro;
2. Bank rate during conversion into card account currency.

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

2.6. For example, a Customer has Mastercard card in USD, and on March 1 the Customer makes a purchase/withdrawal/replenishment in Euro in the Bank serviced device outside/inside KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

### **3. Card account: Euro**

3.1. For example, a Customer has Mastercard card in Euro, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS/other currency in the Bank serviced device, the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

3.2. For example, a Customer has Mastercard card in Euro, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS/other currency in the Bank serviced device inside KR territory (in IPC network<sup>1</sup>), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Average IPC rate<sup>2</sup>;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Average IPC rate<sup>2</sup>;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

3.3. For example, a Customer has Mastercard card in Euro, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KGS in the Bank serviced inside KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Bank rate;

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Bank rate;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

3.4. For example, a Customer has Mastercard card in Euro, and on March 1 the Customer makes a purchase/withdrawal/replenishment in KZT/other currency in the Bank serviced device outside/inside KR territory (outside IPC network), the following conversion scheme shall be applied.

On the actual date of the transaction (March 1), the amount will be blocked on the Customer's card according to the scheme below based on the rates for March 1:

- Mastercard rate

The final calculation of the amount shall take place on March 3, which means that in the statement the amount will be debited from the Customer based on the rates for March 3, according to the same scheme:

- Mastercard rate;

If the rates on March 3 have changed compared to similar rates on March 1, then the blocked amount will differ from the amount of the final calculation.

APPENDIX №2 to PUBLIC OFFER FOR CONCLUSION OF AGREEMENT OF BANK  
ACCOUNT OPENING AND MAINTENANCE IN NATIONAL AND FOREIGN CURRENCY



**Power of attorney for legal entities to receive  
bank cards and envelopes with PIN codes**

Date in words

Bishkek

\_\_\_\_\_ (hereinafter referred to as the “Organization”),  
(full name of organization)

represented by \_\_\_\_\_ acting on the basis of \_\_\_\_\_  
(position, full name of the head) (title of the document)

trusts \_\_\_\_\_, to receive in  
(full name, passport details)

\_\_\_\_\_ KICB CJSC the following documents and materials  
(name of additional office)

in pursuance of the Public Offer to conclude an agreement to open and maintain a bank account in national and  
foreign currencies: ready-made bank cards; envelopes with PIN codes; statements from special card account  
№ \_\_\_\_\_;

other documents related to banking services for the Organization’s card account.

This Power of Attorney was issued for a period of validity from \_\_\_\_\_ to  
\_\_\_\_\_ without the right of  
substitution.

(date in words)

I certify the signature (full name) \_\_\_\_\_

Head \_\_\_\_\_ / \_\_\_\_\_ /  
Seal

**FOR THE BANK**

\_\_\_\_\_ / \_\_\_\_\_ /

**FOR THE CUSTOMER**

\_\_\_\_\_ / \_\_\_\_\_ /

APPENDIX №3 to PUBLIC OFFER FOR CONCLUSION OF AGREEMENT OF BANK ACCOUNT OPENING AND MAINTENANCE IN NATIONAL AND FOREIGN CURRENCY



**CUSTOMER'S QUESTIONNAIRE FOR OPENING AN ACCOUNT**

*(Individuals/Individual Entrepreneurs)*

<b>Type of questionnaire</b> <i>(mark the necessary item)</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Filled in for the first time	Change of data	Update of data
<b>1. Customer's identification information</b>				
<b>№</b>	<b>Field name</b>	<b>Customer details</b>		
1.	Customer status <i>(select one)</i>	<input type="checkbox"/> Resident	<input type="checkbox"/> Non-resident	
2.	FULL NAME			
3.	Date of birth			
4.	Place of birth <i>(if any)</i>			
5.	Nationality <i>(if any)</i>			
6.	Sex			
7.	Citizenship			
8.	Are you US citizen/resident (select one) <i>If yes, you need to fulfill form W-9 to give written consent for submitting information to the USA Tax authorities</i>	<input type="checkbox"/> Yes <i>(incl. Green card)</i> <input type="checkbox"/> No		
9.	Marital status <i>(if any)</i>			
10.	Details of an identification document:			
	Title of a document			
	Series and number of a document			
	Date of issue and expiry date			
	Authority, issued a document/branch code (if any)			
11.	Personal identification number/social protection number/TIN			
12.	Registration address <i>(if any)</i> Country, region, city, district, settlement, street, house, building, apartment			
13.	Actual residence/staying address <i>(according to a Customer)</i> Country, region, city, district, settlement, street, house, building, apartment			
14.	Customer's contact information:			
	Phone numbers <i>(office, home and mobile)</i>			
	Email (if any)			
	Fax number (if any)			
<b>1.1. Only for foreign citizens and persons without citizenship</b>				
15.	Details of a document confirming the right of a foreign citizen or a person without citizenship to stay (to reside) in the Kyrgyz Republic:			
	Title of a document	<input type="checkbox"/> Temporary residence permit <input type="checkbox"/> Visa <input type="checkbox"/> Resident card		

	Series ( <i>if any</i> ) and number of a document	
	Date of issue and expiry date	from _____ to _____
<b>2. Information on customer's business profile</b>		
16.	Purpose and intended nature of the customer's business relationship	
17.	Place of work and position	
18.	Is the Customer publicly exposed person (PEP). Select one.	<input type="checkbox"/> Yes ( <i>a questionnaire for PEP shall be completed</i> ) <input type="checkbox"/> No
19.	Source of funds	
20.	Presence of a beneficiary ( <i>select one</i> )	<input type="checkbox"/> Yes ( <i>if there is, a questionnaire of a beneficiary shall be completed</i> ) <input type="checkbox"/> No
21.	Information about the Customer's documents confirming the authority to dispose of funds or property (according to the sample signature card)	Full name and passport date of a proxy
22.	Average annual (expected) cash volume/flow	
<b>2.1. Only for individual entrepreneur</b>		
23.	Information about registration as an individual entrepreneur:	
	Registration date	
	State registration number	
	Name of the registration authority	
	Place of registration	
24.	Information on patent or license:	
	Type of patent or license	
	Patent or license number	
	Date of issue of patent or license	
	Authority, issued the patent or license	
	Term of validity of patent or license	
	List of types of permitted/licensed activities	
25.	Average annual (expected) turnover/cash flow	
<b>3. Information about the holder of the "Pensioner" / "Social benefits" card</b>		
26.	Pension certificate details: pension/benefits/compensation:	
	Type: pension/benefits/compensation	
	Certificate №	
	Issued by/District/Region/City	
	Date of issue	
27.	Required bank services (except for settlement and cash services)	
28.	I am aware of the following: <ul style="list-style-type: none"> <li>• I have the right to open only one pensioner/social benefits card at the Bank;</li> <li>• I am obliged to personally notify in writing every 12 months the administration of the Social Fund at the place of residence about the extension of the period for transferring the pension/benefits/compensation due to me to this card; in case of failure to fulfill this requirement after the specified period, the transfer of the</li> </ul>	

	<p>pension/benefits/compensation to the “Pensioner” card/ “Social benefits” will be stopped;</p> <ul style="list-style-type: none"> <li>In the event of my leaving the Kyrgyz Republic for a period of more than 1 month, I am obliged to notify in writing the administration of the Social Fund at the place of residence.</li> </ul>
29.	<p>As part of servicing my pensioner/social benefits recipient account, I authorize:</p> <ul style="list-style-type: none"> <li>withdraw from the account the excessively transferred amount of pension/benefits/compensation from the month of termination of the right to receive a pension/benefits/compensation;</li> <li>employees of the Ministry of Social Development of the Kyrgyz Republic to check the correctness of the crediting of the pension/benefits/compensation due to me;</li> <li>The bank will provide information to the Department of Social Development on my account if funds have not been withdrawn for 6 months or more.</li> </ul>

I, \_\_\_\_\_, request to open the following accounts/cards in the following currencies:

Account:	Currency:	Account №:

Card:	Currency:	Account №:	I confirm spelling on a bank card:	Code word*:	Automatic conversion of currency entries:	Payroll project:
					<input type="checkbox"/> Yes <input type="checkbox"/> No	

\* The specified code word is a password that verifies your identity when making a call to the bank

<b>4. Provision of access to Internet banking</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No, give a reason _____

<b>I received an undamaged envelope with the card</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No, give a reason _____

By signing this Application- questionnaire, I (We) confirm the following:

1. I (We) confirm a full and unconditional acceptance of the offer to conclude the Agreement of banking account opening and maintenance in national and foreign currencies (hereinafter referred to as the Agreement), which is posted on the website [www.kicb.net](http://www.kicb.net). I(We) am(are) familiar with the terms of the Agreement and Annexes thereto, I fully understand the text. I(We) express my(our) unconditional agreement with the text of the Agreement in full, without any comments or objections, and consent to conclude the Agreement on the conditions proposed in the offer.

2. I (We)'ve read and agree:

- with the Bank's tariffs, according to which the services are provided and which are approved by the Bank Management and are subject for periodical review and posted on the Bank official website [www.kicb.net](http://www.kicb.net).
- with the terms of the Agreement on the safe use of a bank card;
- with a conversion scheme from one currency to another, which provides various conversion options when the Customer carries out transactions in a currency other than the currency of the cardholder's bank account posted on the Bank's official website [www.kicb.net](http://www.kicb.net);
- with methods of obtaining information about each completed transaction, blocking cards in order to prevent unauthorized access to the Customer's account;
- with contact information for communicating with the Bank during non-working hours and weekends (holidays), posted on the official website of the Bank [www.kicb.net](http://www.kicb.net);
- with the procedure for issuing funds from the Bank's cash desk in case of loss of the card.

3. I(We) confirm that I(We) agree:

- to changes and additions of the Agreement made by the Bank, including the Bank Tariffs, unilaterally by posting information on information boards and on the official website of the Bank [www.kicb.net](http://www.kicb.net) taking into account the term established by the legislation of the Kyrgyz Republic and Agreement for informing on forthcoming changes.
- to collect and process my personal data (collection, recording, storage, actualization (updating, changing), grouping, blocking, destruction of the personal data) for the purposes of obtaining banking services and complying with the current legislation of the Kyrgyz Republic.;
- to transfer my personal data to third parties in accordance with the "Digital Code" of the Kyrgyz Republic and international treaties, cross-border transfer of my personal data to holders under the jurisdiction of other states in accordance with the list of personal data and information about their changes.

4. I(We) confirm:

- the reliability of the information, given in this Questionnaire and I undertake to submit information on all changes of data, specified in this Questionnaire within 1 (one) business day, and also undertake to provide copies of documents containing such information. In accordance with the requirements of the "Digital Code" of the Kyrgyz Republic, I (We) agree to process personal data in order to comply with the requirements of the legislation of the Kyrgyz Republic in the field of combating the financing of criminal activities and the legalization (laundering) of criminal proceeds.
- that all information and statements specified in this application form are reliable and valid.
- that I (We) have been informed of the right to choose the language of the Questionnaire and the Agreement before its conclusion, and also agree with the language of drawing up the Questionnaire and the Agreement in the official (Russian) language.

-----  
 Customer \_\_\_\_\_ Customer code \_\_\_\_\_

Date \_\_\_\_\_

(Full name)

Customer's signature\*

Seal (if any) \_\_\_\_\_

\* The sample signature specified in this document is considered mandatory when carrying out all transactions on the bank account/accounts that require the client's consent.

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**In case of illegal actions of bank employees, you can send a request to the “Trust and Ethics Line” 24/7 (including anonymously) on the Bank’s website [www.kicb.net](http://www.kicb.net), in the Feedback section or call +996 (559) 535002 (on business days).**

For Bank use only			
4 .Information on customer’s verification and on risk assessment			
	Customer code		
	History of assignment/change of risk level	Primary assessment	Secondary assessment of risk level within 1 year (in case of change)
33.	Risk level	<input type="checkbox"/> low level <input type="checkbox"/> average risk <input type="checkbox"/> high risk	<input type="checkbox"/> low level <input type="checkbox"/> average risk <input type="checkbox"/> high risk
34.	Rationale of risk level assessment/reason of change of risk level		
35.	Check on absence of the customer in the current "sanction lists"	Date of check:	Date of check:
36.	Full name of executor	Fee is paid in amount _____ Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____
37.	Full name of verifier	Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____
38.	Full name of OD Manager/ Branch Manager/SB Manager	Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____

By signing this Application- questionnaire, I confirm the following:

1. I(We) confirm a full and unconditional acceptance of the public offer to conclude the Agreement of banking account opening and maintenance in national and foreign currencies (hereinafter referred to as the Agreement), which is posted on the website [www.kicb.net](http://www.kicb.net). I(We) am(are) familiar with the terms of the Agreement and Annexes thereto, I fully understand the text. I(We) express my(our) unconditional agreement with the text of the Agreement in full, without any comments or objections, and consent to conclude the Agreement on the conditions proposed in the offer.

2. I (We)’ve read and agree:

- with the Bank's tariffs, according to which the services are provided and which are approved by the Bank Management and are subject for periodical review and posted on the Bank official website [www.kicb.net](http://www.kicb.net).

- with the terms of the Agreement on the safe use of a bank card;

- with a conversion scheme from one currency to another, which provides various conversion options when the Customer carries out transactions in a currency other than the currency of the cardholder’s bank account posted on the Bank’s official website [www.kicb.net](http://www.kicb.net);

- with methods of obtaining information about each completed transaction, blocking cards in order to prevent unauthorized access to the Customer’s account;



APPENDIX №3 to PUBLIC OFFER FOR CONCLUSION OF AGREEMENT OF BANK ACCOUNT OPENING AND MAINTENANCE IN NATIONAL AND FOREIGN CURRENCY



**CUSTOMER'S QUESTIONNAIRE FOR OPENING AN ACCOUNT**  
(Legal Entities)

Type of questionnaire (mark the necessary item)		
<input type="checkbox"/> Filled in for the first time	<input type="checkbox"/> Change of questionnaire data	<input type="checkbox"/> Update of questionnaire data
<b>1. Customer's identification information</b>		

№	Field name	Customer details
1.	Customer status (select one)	<input type="checkbox"/> Resident <input type="checkbox"/> Non-resident
2.	Full name	
3.	Short name (if any)	
4.	Name in foreign language (if any)	
5.	Legal status	
6.	TIN (for resident) or code of foreign organization (for non-resident, if any)	
7.	State registration data	
	Date	
	Number	
	Authority name	
	Full legal registration address (country, region, city, district, settlement, street, house, block, apartment)	
8.	Number of KR Social Fund (for resident)	
9.	OKPO code	
10.	Client's contact data:	
	telephone numbers, fax number (if any)	
	e-mail address	
	address of actual location and postal address (if different from legal address)	
<b>2. Data on client's statutory documents</b>		
11.	Data on legal entity's bodies (structure and personnel composition of the legal entity's bodies):	
	Authority name	

	Full names of the management body's members	
	Officials with signing rights ( <i>authorized persons</i> )	
	Full name	
12.	Information on registered and paid authorized capital (contributed capital) value or value of authorized fund, property	
13.	Information on documents confirming the authority to dispose the funds/property (according to cards, sample signatures)	
14.	Information about availability/absence at the location of the legal entity, its governing body, another body or person who has the right to act on behalf of a legal entity without a power of attorney on the territory of the Kyrgyz Republic	
15.	Information on branches and representative offices of legal entity ( <i>if any</i> )	
16.	Information on beneficial owner ( <i>must be selected</i> )	<input type="checkbox"/> Resident <input type="checkbox"/> Non-resident  <i>The questionnaire of beneficial owner is filled in</i>
17.	Information on the availability of PEP (publicly exposed persons) within the client's ownership (management) structure ( <i>select one</i> )	<input type="checkbox"/> N/A <input type="checkbox"/> Available (please, fill in a questionnaire for PEP)
<b>3. Information on customer's business profile</b>		
18.	Data on license ( <i>if any</i> )	
	License type/number/issue date	
	License issued by and its validity term	
	List of types of licensed activity	
19.	Purpose of account opening in the Bank and supposed character of business relations	
20.	Main type of activity, produced ( <i>sold</i> ) goods or services ( <i>main customers and suppliers, seasonality</i> )	
21.	Is your organization a US incorporated/registered entity, either under US law, or a foreign financial institution for FATCA purposes? ( <i>select one</i> )	<input type="checkbox"/> NO <input type="checkbox"/> YES (if yes, you need to fill in forms W-8BEN E, W-8EXP, Form W-8IMY, Form W-9, Application for consent)

22.	<p>Do these incomes (“passive income”) account for more than 50% (individually or in the aggregate) of your organization’s total income for the previous year, and do the assets generating such income account for more than 50%, individually or in the aggregate, of your organization’s weighted average assets of your organization (at the end of the quarter) (<i>select one</i>).</p>	<input type="checkbox"/> NO <input type="checkbox"/> YES, select one:  <input type="checkbox"/> Dividends <input type="checkbox"/> Interest <input type="checkbox"/> Income equivalent to interest income (for example, income received from a pool of insurance contracts, provided that the contract amounts depend in whole or in part on the profitability of the pool) <input type="checkbox"/> Rent and license payment (except when such activities of the organization are the main business direction) <input type="checkbox"/> Annuities <input type="checkbox"/> Profit from the sale and exchange of assets mentioned above <input type="checkbox"/> Profit (income minus expenses) from commodity transactions, including futures, forwards, etc. transactions, with the exception of transactions that are hedging, provided that transactions with such goods are the main activity of your organization <input type="checkbox"/> Profit from foreign exchange transactions (positive or negative exchange rate differences) <input type="checkbox"/> Contracts whose value is tied to the underlying asset (par value), for example, derivatives (currency swap, interest rate swap, options, etc.) <input type="checkbox"/> Redemption amount under an insurance agreement or loan amount secured by an insurance agreement <input type="checkbox"/> Profits of insurance companies associated with the creation of reserves of insurance amounts or annuity contracts												
23.	<p>Do the controlling persons (beneficial owners) of your organization, who directly or indirectly own more than 10% of the share in the organization, include one of the following persons:  - Individuals - USA Persons;  - Legal entities - USA Persons and that do not fall into the category of legal entities excluded from the list of Designated USA Persons (<i>select one</i>).</p>	<input type="checkbox"/> NO <input type="checkbox"/> YES (if yes, you need to fill in forms W-8BEN E, W-8EXP, Form W-8IMY, Form W-9, Application for consent)												
24.	<p>Planned monthly/annual cash flow through the account for each currency</p>	<table border="0"> <tr> <td>Currency</td> <td>Month/year</td> </tr> <tr> <td>(Maximal turnover)</td> <td></td> </tr> <tr> <td>KGS</td> <td>_____ / _____</td> </tr> <tr> <td>USD</td> <td>_____ / _____</td> </tr> <tr> <td>Euro</td> <td>_____ / _____</td> </tr> <tr> <td>Other_____</td> <td>_____ / _____</td> </tr> </table>	Currency	Month/year	(Maximal turnover)		KGS	_____ / _____	USD	_____ / _____	Euro	_____ / _____	Other_____	_____ / _____
Currency	Month/year													
(Maximal turnover)														
KGS	_____ / _____													
USD	_____ / _____													
Euro	_____ / _____													
Other_____	_____ / _____													
<p>_____ requests to open following bank accounts in the specified currencies:</p>														

<b>Account type:</b>	<b>Account currency:</b>	<b>Account BIK:</b>	<b>Account number:</b>

<b>Card:</b>	<b>Currency:</b>	<b>Account №:</b>	<b>I confirm spelling on a bank card:</b>	<b>Code word*:</b>	<b>Automatic conversion of currency entries:</b>
					<input type="checkbox"/> Yes <input type="checkbox"/> No

\* The specified code word is a password that verifies your identity when making a call to the bank

<b>4. Provision of access to Internet banking</b>	
<input type="checkbox"/>	<input type="checkbox"/> No, give a reason _____
Yes	_____

By signing this Application- questionnaire, we confirm the following:

1. A full and unconditional acceptance of the offer to conclude the Agreement of banking account opening and maintenance in national and foreign currencies (hereinafter referred to as the Agreement), which is posted on the website [www.kicb.net](http://www.kicb.net). We are familiar with the Agreement and understand its text. We express our unconditional agreement with the text of the Agreement in full, without any comments or objections, and consent to conclude the Agreement on the conditions proposed in the offer.
2. We've read and agree with the Bank's tariffs, according to which the services are provided and which are approved by the Bank Management and are subject for periodical review and posted on the website [www.kicb.net](http://www.kicb.net).
3. We confirm that we agree to changes and additions of the Agreement made by the Bank, including the Bank Tariffs, unilaterally by posting information on information boards and on the official website of the Bank [www.kicb.net](http://www.kicb.net) taking into account the term established by the legislation of the Kyrgyz Republic and Agreement for informing on forthcoming changes.
4. We confirm the reliability of the information, given in this Application-questionnaire and undertake to submit information on all changes of data, specified in this Application-questionnaire within 1 (one) business day, and also undertake to provide copies of documents containing such information. In accordance with the requirements of the "Digital Code" of the Kyrgyz Republic we agree to process personal data in order to comply with the requirements of the legislation of the Kyrgyz Republic in the field of combating the financing of criminal activities and the legalization (laundering) of criminal proceeds.
5. We confirm our consent to collection and processing of our personal data (collection, recording, storage, actualization (updating, changing), grouping, blocking, destruction of the personal data) for the purposes of obtaining banking services and complying with the current legislation of the Kyrgyz Republic.
6. We confirm that we agree on transfer of information, including personal data, to third parties in accordance with the "Digital Code" of the Kyrgyz Republic and the international agreements, cross-border transfer of my personal data to the holders, who are under jurisdiction of other countries in accordance with the list of personal data and information about their change.
7. We confirm that all information and statements, specified in this Application- questionnaire are true and valid.

8. We confirm that I have been informed about the right to choose the language of the Application-questionnaire and the Agreement before its conclusion, and also agree with the official (Russian) language of the Application-questionnaire and the Agreement.

Customer,

represented by: \_\_\_\_\_/ \_\_\_\_\_/

\_\_\_\_\_

(Position)

(customer's signature)

(customer's full name)

Customer,

represented by: \_\_\_\_\_/ \_\_\_\_\_/

\_\_\_\_\_

(Position)

(customer's signature)

(customer's full name)

Stamp (if any) \_\_\_\_\_, 2023

**Only for bank use**

**4.Information on client verification and risk assessment**

	<b>Client code</b>		
	<b>History of risk level assignment/change</b>	<b>Initial assessment</b>	<b>Secondary risk level assessment within 1 year (if changed)</b>
25.	Risk level	<input type="checkbox"/> low risk <input type="checkbox"/> average risk <input type="checkbox"/> high risk	<input type="checkbox"/> low risk <input type="checkbox"/> average risk <input type="checkbox"/> high risk
26.	Rationale for assessing the risk level / Reason for changing the risk level		
27.	Checking whether the client is not on the current "sanctions lists"	<input type="checkbox"/> Not available in List <input type="checkbox"/> Available in List  Date of inspection: _____	<input type="checkbox"/> Not available in List <input type="checkbox"/> Available in List  Date of inspection: _____
28.	Information about verification (select one)	<input type="checkbox"/> Conducted <input type="checkbox"/> Not conducted <input type="checkbox"/> Other notes  Date _____  Full name _____  Signature _____	<input type="checkbox"/> Conducted <input type="checkbox"/> Not conducted <input type="checkbox"/> Other notes  Date _____  Full name _____  Signature _____

29.	Executor's full name	Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____
30.	Verifier's full name	Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____
31.	Full name of the Head of OD/Branch Manager	Date _____ Full name _____ Signature _____	Date _____ Full name _____ Signature _____