



## PUBLIC OFFER for conclusion of a Loan Agreement «Online Credit»

This Public Offer for conclusion of a Loan Agreement “Online Loan” (hereinafter referred to as the Offer) is addressed to individuals and, in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, is an official offer of the Closed Joint Stock Company “Kyrgyz Investment and Credit Bank” (hereinafter referred to as the Bank) to conclude Loan Agreement “Online Loan” (hereinafter referred to as the “Agreement”) on the terms and conditions contained in this Offer.

The Agreement shall come into force from the moment of acceptance, that is, from the moment of confirmation of agreement with the terms of the Offer through the KICB mobile application in a manner, provided in this Offer be means of simple electronic signature, that shall mean an unconditional acceptance by an individual of all the terms of this Offer without any exceptions or restrictions in accordance with Articles 399 and 402 of the Civil Code of the Kyrgyz Republic.

### 1. TERMS AND DEFINITIONS

**Acceptance** is the unconditional acceptance, full and unconditional consent of the Borrower to the terms of this Agreement for remote/distant provision of a loan via the KICB mobile application.

**Borrower verification** is a procedure of check of the relevance, correctness and completeness of the Borrower’s personal data received and available to the Bank.

**The date of issuing “Online loan”** is the date the Bank credits funds to the Borrower’s bank card/current account.

**Borrower** – a legally capable individual who is a user of the KICB Mobile Application, to whom an online loan is provided and/or provided by the Bank on the terms and in the manner stipulated by this Agreement.

**Loan application** is a document generated remotely, which the Borrower (potential borrower) sends to the Bank through KICB mobile application and contains general information about the requested loan, under the conditions provided for in this Agreement.

**KICB mobile application** is a remote banking service system owned by the Bank, providing the Borrower with the opportunity to remotely receive a loan and/or conduct other banking operations/transactions.

**Online Loan (loan)**– funds provided by the Bank to the Borrower on the terms of urgency, repayment, security and payment by crediting funds to a bank account of the KICB Borrower.

**Account** – any bank account opened for the Borrower on the basis of an agreement concluded between the Bank and the Borrower.

**Simple electronic signature** - an analogue of the Borrower's handwritten signature, containing One Time Password - OTP, one-time PIN codes, login, password, code, confirmation code, and other identifiers equivalent to the method of identifying the Borrower used by him/her when signing this Agreement and other documents under this Agreement.

**Online loan terms** - Appendix to this Agreement, which is an integral part thereof, in electronic form, which specifies the loan amount approved by the Bank to the Borrower, the loan term, the identified data of the Borrower and the Loan Repayment Schedule.

**Notification** - a message sent by the Bank to the Borrower in electronic form using e-mail, SMS messages and other known available communication channels.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The subject of this Agreement is the provision by the Bank to the Borrower, on the terms and conditions stipulated by this Agreement, of an online loan in the amount specified by the Borrower in the Loan Application, but not more than the loan amount calculated for this loan product and specified in Section 9 of this Agreement/KICB Mobile Application, and the Borrower shall undertake to return the received loan amount to the Bank on time and pay interest for its use.

## **3. PROCEDURE OF ONLINE LOAN PROVISION**

3.1. To receive an online loan, the Borrower must read the terms of this Agreement, the Bank's Tariffs, published in KICB Mobile Application with aim to conclude the Agreement, to accept the Offer by means of simple electronic signature, to request the possibility of providing an online loan by sending a Loan Application to the Bank through KICB Mobile Application.

3.2. Receipt of the Borrower's acceptance by the Bank shall be deemed to be the conclusion of the Loan Agreement in electronic form (the signature of an authorized person of the Bank is not required to conclude the Agreement). The acceptance received in the KICB Mobile Application shall be deemed equivalent to the Borrower's own signature of the document on paper.

3.3. The online loan shall be provided to the Borrower on the terms and in the manner established by this Agreement, by crediting funds in non-cash form to the Borrower's bank card/account.

3.4. In accordance with this Agreement, if the Borrower does not have an account with the Bank, the Borrower shall open an account in the national currency - KGS in the manner established by the Bank.

3.5. To receive an online loan, the Borrower shall submit a Loan Application to the Bank through the KICB Mobile Application for an amount not exceeding the amount of the possible loan offered by the Bank, indicating the loan term and interest rate.

3.6. The loan amount requested by the Borrower in the Loan Application shall be approved by the Bank based on the information the Bank has about the Borrower by assessing his/her creditworthiness.

3.7. After processing the Loan Application, the Bank shall inform the Borrower in the KICB Mobile Application interface of the loan amount approved by the Bank under the terms of this Agreement by forming the Online Loan Terms, or about the impossibility of providing an online loan due to unsuccessful verification and/or due to the Borrower's insufficient creditworthiness.

Additionally, the Bank may inform the Borrower in other ways that allow Borrowers to receive information and establish that it comes from the Bank.

3.8. Submission of the Loan Application by the Borrower and acceptance of the Online Loan Terms by the Borrower by confirmation in the KICB Mobile Application is the Borrower's unconditional consent to receive an Online Loan under the terms of this Agreement and its appendices without any exceptions or restrictions.

3.9. The Bank's obligation to provide an online loan shall be considered fulfilled from the date of receipt of funds on the Borrower's bank card/account.

3.10. The issuance of an online loan and repayment (return) of the principal debt on the online loan and interest on it shall be carried out in the national currency - KGS.

3.11. Cooling period. After conclusion of this Agreement, there shall be established a cooling period, during which the Bank does not transfer funds to the Borrower, giving the Borrower the right to refuse to receive the loan. The duration of the cooling period shall be determined depending on the loan amount:

- from 50 001 to 100 000 KGS — 4 hours;
- from 100 001 KGS — 12 hours.

For loans over 100 001 KGS, during the cooling period, the Bank shall make a control call to the Borrower to receive confirmation of consent to issue the loan. In case of the Borrower's refusal to receive

the loan during the cooling-off period, the obligations of the Parties under this Agreement shall be terminated without any penalties.

3.12. The Offer, the Loan Application and the Terms of the online loan for the provision of the loan "Online Credit" together constitute the terms of the Agreement governing the relationship between the Bank and the Borrower in the performance of obligations.

#### **4. PROCEDURE FOR RETURN OF THE LOAN, ACCRUAL AND PAYMENT OF INTEREST**

4.1. Interest for use of the loan shall be accrued from the date the Bank issues the loan to the Borrower and is carried out monthly based on the actual number of days in the month and the number of days in the year equal to 360 days until the loan is fully repaid. The accrual of penalties shall begin on the day the overdue debt on the principal debt of the loan and/or interest on it arises and is made on the amount of the overdue debt on the loan during each calendar month, based on the actual number of days in the month and the number of days in the year, equal to 360 days, until the overdue debt is fully repaid.

4.2. Interest for using the loan shall be calculated on the outstanding balance of the principal amount of the loan.

4.3. Repayment of the loan and payment of interest, as well as other payments under this Agreement, shall be made by the Borrower both in cash and non-cash forms as follows:

- by depositing cash into the Bank's cash desk;
- by transfer to the account specified by the Bank;
- through payment terminals and the Bank's mobile application;
- in any other way agreed by the Parties.

The loan repayment schedule will be generated electronically on the day of receiving the online loan and is available in the KICB Mobile Application.

4.4. Repayment of the principal amount of the loan and payment of interest shall be made by the Borrower in the national currency in which the loan was issued and no later than 16-00 of the repayment date according to the loan repayment schedule. In case of repayment of the loan and payment of interest after the specified time, repayment shall be considered to be made on the next business day, which is a violation of the terms of repayment of the loan and payment of interest on it and a penalty is charged in accordance with this Agreement. The loan repayment time on the last working day of the month shall be reduced by 2 hours.

4.5. "Repayment Date" means the date of payment of interest and/or principal amount of the loan or the day of early repayment or other payments provided for in this Agreement. If the Repayment Date falls on a non-working day, then the Repayment Date shall be considered to be the first business day following the non-working day.

4.6. If the Borrower contributes an incomplete amount for repayment and/or at the request of the Bank, the following order of repayment of the loan debt shall be applied to the contributed part:

- (1) the principal amount of the loan;
- (2) debt collection costs;
- (3) interest for using the loan;
- (4) penalty (fine, penalty);
- (5) the amount of overdraft on card accounts (including technical, permitted);
- (6) losses.

4.7. In case of violation of the deadlines for repayment of the loan and payment of interest on it in accordance with the Loan Repayment Schedule, the Bank shall charge the Borrower a penalty in the form of a penalty for overdue debt in an amount equal to the interest rate on this loan, which shall be calculated

on the amount of overdue debt for the actual period of the overdue debt, but no more than 10 (ten) % of the amount of the issued loan.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. The Borrower's Rights:**

5.1.1. The Borrower shall have the right, free of charge, during the cooling period and/or from the moment of conclusion of this Agreement until the moment of crediting (receiving) funds to the Borrower's bank card/bank account in KICB, to refuse to receive a loan in case of disagreement with the terms of this Agreement. In this case, "refusal" means the Borrower's lack of confirmation in the KICB Mobile Application to issue the approved amount and/or by verbal refusal over the phone during the Bank's control call.

5.1.2. The Borrower has the right to make full or partial early repayment of the loan, together with all accrued interest and other amounts payable, at any time without any fees, penalties or other payments. For full early repayment of the loan, the Borrower must repay the loan through the KICB Mobile Application, in the "Online loan" section, or contact the nearest branch of the Bank with an application for early repayment of the loan in writing. For partial early repayment of the loan, the Borrower must contact the nearest branch of the Bank with an application for early repayment of the loan in writing.

5.1.3. The Borrower has the right to contact the Bank subsequently with a request to extend or restructure the loan, as well as to receive clarifications regarding the calculation of interest on the loan and penalties.

5.1.4. Receive qualitative service from the Bank's employees. The Borrower has the right to inform the Bank via the Trust and Ethics Line (tel.: 996 (559) 535 002) about any illegal actions of the Bank's employees, or manifestations of any forms of corruption.

### **5.2. The Borrower's obligations:**

5.2.1. The Borrower shall be obliged to promptly and fully familiarize himself/herself with and comply with the terms of this Agreement.

5.2.2. The Borrower shall undertake to ensure the fulfillment of obligations to repay (return) the loan amount and accrued interest on it in strict accordance with the Loan Repayment Schedule.

5.2.3. The Borrower shall be obliged to provide the Bank with the necessary documents upon first request, as well as information regarding the financial status.

5.2.4. The Borrower shall undertake to inform his/her spouse about receiving the loan.

5.2.5. The Borrower shall undertake to repay the loan issued to him/her within the timeframes specified in the Loan Repayment Schedule. The Loan Repayment Schedule will be generated in electronic format on the day of receiving the online loan and is available in the KICB Mobile Application.

5.2.6. The Borrower shall immediately notify the Bank of any change in address, details and all other circumstances related to the proper performance of its obligations under this Agreement that may cause non-performance of its obligations, and shall also take all measures to eliminate them.

5.2.7. The Borrower shall undertake to reimburse the Bank for all expenses incurred by it or persons engaged by it for the collection of debt under this Agreement.

5.2.8. In case of a change or deterioration in the financial and economic situation, at the request of the Bank, the Borrower shall undertake to provide additional guarantees for the performance of the Agreement or repay the loan early within the period specified by the Bank.

### **5.3. Bank's rights:**

5.3.1. The Bank has the right to unilaterally make changes and additions to this Agreement. The Borrower shall be notified of changes in the Bank tariffs immediately, whereas about the changes of terms of the Agreement no later than 10 (ten) working days before the date of entry into force of the changes/new edition of the Agreement by posting the text of the changes/new edition in KICB mobile application or in information stands, etc. The unilateral procedure for making changes shall not apply in cases when it

worsens the rights, disorients and increases the obligations of the Borrower. Any changes made to the Agreement shall become binding for the Parties from the date of their entry into force.

5.3.2 In case of failure and/or improper performance by the Borrower of his/her obligations under this Agreement, the Bank has the right to exercise its rights provided for by the legislation of the Kyrgyz Republic by unilaterally indisputably writing off funds from any Borrower accounts opened with the Bank to repay the loan amount and interest thereon including penalties, commissions, and other expenses and take other measures to collect debts provided for by the legislation of the Kyrgyz Republic.

5.3.3 To demand early repayment of the loan amount, interest for using the loan, and other payments due under this Agreement if one of the following cases occurs:

1) failure or improper fulfillment by the Borrower of its obligations under this Agreement, including the occurrence of overdue debt on the loan and payment of interest, regardless of the amount of the overdue debt;

2) the Borrower's use of the loan for purposes other than those provided for in this Agreement;

3) the information and documents provided by the Borrower to obtain a loan will turn out to be unreliable;

4) to make claims against the Borrower, which may lead to insolvency (bankruptcy) or significantly worsen the financial position of the Borrower.

5.3.4 To sell, assign, transfer or otherwise dispose of all or part of its rights or obligations under this Agreement and other agreements with the consent of the Borrower. The assignment of the loan claim shall be made with the consent of the Borrower and shall be formalized in a separate agreement. The requirements of this paragraph shall not apply in cases where the Bank provides a loan portfolio as collateral. The Bank may disclose such information relating to this transaction (including, without limitation, providing copies of any agreements) as the Bank shall deem appropriate in connection with any proposed sale, transfer, assignment or other order, provided by this paragraph.

5.3.5 At any time, check the Borrower's solvency, as well as request the necessary information from the Borrower's employer.

5.3.6 To refuse to provide the Borrower with the loan provided for in the loan agreement in whole or in part if there are circumstances clearly indicating that the amount provided to the borrower will not be repaid on time.

5.3.7 To request and provide information about the terms of this Agreement and subsequent transactions related to it to the credit bureau.

5.3.8 To accept payments aimed at repaying the loan from any third parties. The Bank shall not be responsible for the relationship, both current and subsequent, between the Borrower and such a third party, arising directly or indirectly in the process of repaying the Borrower's debt.

5.3.9 To request, in the manner prescribed by the legislation of the Kyrgyz Republic, information about the Borrower, as well as his/her property, from state bodies, local governments and non-governmental organizations.

#### **5.4. Responsibilities of the Bank:**

5.4.1 The Bank shall undertake to ensure that confidential information is kept secret, not disclosed without the prior written permission of the Borrower, and not to exchange, publish, or otherwise disclose the transferred personal data of the Borrower, except in cases established by the legislation of the Kyrgyz Republic.

5.4.2 The Bank shall undertake to take precautions to protect the confidentiality of the Borrower's personal data in accordance with the procedure used to protect this type of information in accordance with the legislation of the Kyrgyz Republic.

5.4.3 To provide the Borrower with statements on repayment of loan debt and other certificates upon his/her request within 3 (three) working days.

## 6. APPLICATIONS AND WARRANTIES OF THE BORROWER

6.1. Before submitting a loan application, the Borrower guarantees that he/she:

1) shall not participate as a plaintiff, defendant or third party in legal proceedings as a result of which his/her property may be damaged;

2) at the moment of conclusion of this Agreement, he/she is not under the influence of delusion, violence, threat, malicious agreement or coincidence.

6.2. When receiving a loan, the Borrower shall declare that he/she authorizes the Bank, on the repayment day according to the schedule, to make an unaccepted (indisputable) automatic write-off of any debt under this Agreement from his/her correspondent bank account.

## 7. FORCE MAJEURE

7.1. The parties shall be released from partial or complete non-fulfillment or improper fulfillment of obligations under this Agreement if this was a consequence of force majeure circumstances (force majeure). Force majeure circumstances may include, but are not limited to, events such as: natural disasters (floods, earthquakes, fires and other natural or man-made disasters), epidemics, the introduction of a state of emergency, mass riots, looting, military action, etc. The Parties shall inform each other about the occurrence and termination of force majeure circumstances no later than 3 (three) working days from the beginning of these circumstances in order to develop a joint decision on alternative ways to change their obligations. In case of failure to comply with the notification conditions, this Party will not be able to refer to these circumstances subsequently.

7.2. In case of force majeure circumstances affecting the Borrower's solvency, the Borrower shall be obliged to provide documents confirming the deterioration of the financial condition (judicial act, act of internal affairs bodies, etc.). If supporting documents are not provided, the Borrower shall not have the right to refer to these circumstances subsequently.

## 8. FINAL PROVISIONS

8.1. The Agreement shall be valid until the Borrower fully fulfills all his/her obligations to the Bank in accordance with the terms of this offer.

8.2. Early termination of this Agreement may take place by agreement of the Parties, as well as in cases provided for by this Agreement offer, or on other grounds provided for by the legislation of the Kyrgyz Republic.

8.3. In all other respects not regulated by this Agreement, the Parties shall undertake to be guided by the current legislation of the Kyrgyz Republic.

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

8.5. Any notifications to the Borrower by the Bank shall be deemed duly made and delivered by sending an electronic notification.

## 9. CONDITIONS OF ONLINE LOAN

<b>Product:</b>	<b>Online loan</b>
<b>Target group:</b>	Individuals
<b>Borrower's age</b>	from 18 to 70 years (at the end of the loan term)
<b>Purpose:</b>	Consumer
<b>Currency:</b>	KGS

<b>Loan amount:</b>	<b>5 000 – 200 000</b>
<b>Interest rate:</b>	<b>25 % (may not be valid during promotional periods or individual terms of service)</b>
<b>Effective interest rate</b>	<b>from 29.12 % (may not be valid during promotional periods or individual terms of service)</b>
<b>Loan term:</b>	<b>3 – 24 months</b>
<b>Cash withdrawal fee</b>	according to the Bank's tariffs
<b>Repayment procedure:</b>	annuity
<b>Collateral:</b>	Not required
<b>Early repayment fee:</b>	Not applied

#### 10. LIST OF COSTS (PAYMENTS) OF BANK BORROWERS AND PENALTIES

<b>The bank borrower's expenses (payments) on the loan</b>	
Interest payments on the loan	According to the loan repayment schedule
Commission for opening (if opening an account is conditioned by the conclusion of a loan agreement) and servicing (if loan transactions are carried out in non-cash form) current accounts	According to Bank Tariffs
Fee for settlement and cash service (including depositing and receiving cash by the borrower in ATM)	According to Bank Tariffs
Fee for provision of certificates of absence/presence of debt (if applied more than once a month).	According to Bank Tariffs
Other certificates (related to the loan).	According to Bank Tariffs
Fee for provision of repayment schedules after revision of various conditions (Adjournment of repayment date/Change of repayment schedule).	According to Bank Tariffs
Early loan repayment	No fee
<b>Bank penalties and fines</b>	
For late payment of principal and interest payments	In case of violation of the deadlines for repayment of the loan and payment of interest for it in accordance with the Loan Repayment Schedule, the Bank shall charge a penalty for the Borrower in a form of a penalty for overdue debt in amount equal to the interest rate on this loan, which shall be calculated on the amount of overdue debt for its actual period, but no more than 10 (twenty)% of the amount of the issued loan.