



**Евразиялык
Сактык
Банкы**

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**Approved
by a Resolution of the Board of Directors
of OJSC Eurasian Savings Bank
Minutes No. 20 dated February 27, 2026
Effective as of March 1, 2026**

**Retail Banking Services Agreement
OJSC Eurasian Savings Bank
(Public Offer)**

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1. General Provisions

1.1. In accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, this offer, published on the website at <https://www.esb.kg/>, is considered public and constitutes an offer by OJSC "Eurasian Savings Bank" (hereinafter referred to as the Bank) addressed to any legally competent individual to conclude a banking services agreement for individuals (hereinafter referred to as the Agreement), the terms of which are contained in this offer.

1.2. A properly completed banking services application signed by the Client, taken together, constitutes a Banking Services Agreement for individuals – a public offer (hereinafter referred to as the Agreement) concluded between the Client and OJSC "Eurasian Savings Bank" on the terms provided for by this Agreement, and is recognized by the parties as an acceptance.

1.3. By accepting the terms, the Client confirms that they:

- have reviewed the terms set forth in this offer and the Agreement, fully agree with them, and undertake to comply with them;

- are not limited in legal capacity, are not under guardianship, curatorship, suretyship, or patronage, and, due to their state of health, can independently exercise and protect their rights and perform duties, and do not suffer from diseases preventing them from understanding the essence of the concluded Agreement and the circumstances of its conclusion;

- guarantee the accuracy, completeness, and relevance of all information provided to the Bank.

1.4. The Agreement is considered concluded from the moment the Bank receives from the Client in person a properly completed Application for opening a bank account and the Client's Questionnaire Identification Data (if provided for by the Bank) in the forms established by the Bank, signed by the Client in person, upon presentation by the Client of an identity document and successful completion of the due diligence procedure for the Client.

1.5. The Agreement defines the terms and procedure for providing banking services to the Client.

Client service is carried out in accordance with the legislation of the Kyrgyz Republic, internal regulations (hereinafter referred to as the IR), and the Agreement.

As part of the service, the Client is provided with the following types of services:

1. opening and maintenance of bank accounts for an individual;
2. issuance and maintenance of bank payment Cards, opening and maintenance of bank Card accounts (hereinafter referred to as "Card accounts");
3. leasing of an individual bank safety deposit box (vault);
4. revision of banking services to the Client electronically via the global Internet (Internet Banking).

1.6. The Client undertakes:

1.6.1. Not to use the services provided by the Bank or the Account for the purpose of carrying out entrepreneurial activities, as well as for the purpose of financing criminal activities and the legalization (laundering) of criminal proceeds.

1.6.2. In the event of a change in identification (personal) data, details, and data in documents presented for identification and verification, or data for sending notifications, to promptly inform the Bank thereof.

1.6.3. To provide the Bank with the information and documents required and requested by the Bank under this Agreement.

1.6.4. Upon the Bank's request, to provide information and documents confirming the source of funds to confirm the grounds for a transaction.

1.7. The Bank has the right to:

1.7.1. Refrain from concluding the Agreement, issuing or re-issuing bank Cards to Clients, or accepting Client instructions for execution if:

- the data of the Client or any of the participants in the transaction are listed in current lists of individuals and legal entities, groups, and organizations for which there is information about their participation in criminal and extremist activities, the proliferation of weapons of mass destruction, the legalization (laundering) of criminal proceeds, and other unlawful acts;

1.7.2. Change the range of services and establish restrictions on the provision of services offered through remote service channels (Internet/Mobile Banking);

1.7.3. Unilaterally make changes to the Agreement and the Rules by posting this information on the Bank's information stands and on the Official Website <https://www.esb.kg/>. In case of the Client's disagreement with the change to the Agreement, the Client has the right to terminate the Agreement by notifying the Bank in writing by submitting an application for termination of the Agreement in the form established by the Bank.

If the Bank does not receive a written notification of termination of the Agreement before the new terms of the Agreement come into force, the Bank considers this as an expression of the Client's consent to the changes to the Agreement.

1.7.4. Unilaterally refuse to perform this Agreement in case of non-performance or improper performance by the Client of the terms of this Agreement.

1.7.5. Provide third parties (including the National Bank of the Kyrgyz Republic, the financial intelligence authority, the court, the authorized state tax authority, the credit bureau, and the Client's heirs (successors)) with information about the Client and their operations in cases and in the manner provided for by this Agreement, other Agreements with the Client, and the legislation of the Kyrgyz Republic.

1.8. The Bank undertakes to inform the Client of changes by posting information on the bulletin board and the official website <https://www.esb.kg/> before the entry into force of the said changes: regarding Tariffs—no later than 3 days; regarding agreements, rules, and customer service procedures, including the Bank's work schedule and terms for accepting and verifying customer documents—no later than 10 working days;

1.9. Prior to signing the Agreement, the Client has the right to review the draft Agreement and all attached documents within 3 days.

1.10. A Client who has concluded an Agreement with the Bank assumes all rights and obligations provided for by this Agreement.

1.11. This Agreement is valid until it is declared invalid or a new Agreement is published on the Bank's official website <https://www.esb.kg/>.

1.12. The Client confirms that:

1.12.1. at the time of signing the Application, they are fully familiar with and agree with the provisions of this Agreement;

1.12.2. they are fully familiar with the Bank's Tariffs for the services provided, undertake to comply with them, and monitor changes to the Bank's Tariffs on the website <https://www.esb.kg/>.

2. Terms and Definitions Used in the Agreement

2.1. **Bank** – OJSC "Eurasian Savings Bank".

2.2. **"Internet Banking"** – remote management by the client of their bank accounts via the Internet. Payments using Internet Banking are carried out using public Internet channels. Internet Banking is designed for the Bank to provide banking services to the Client via the Internet.

2.3. **"Mobile Banking"** – a system for managing a bank account using mobile devices (tablets, smartphones, and others) through a specialized application. An Internet connection is required to operate the mobile bank.

2.4. **Authorization Code (Password)** – a sequence of characters that the User is required to enter to view information on the User's Products, as well as to carry out payments, transfers, and other banking operations in Internet Banking.

2.5. **Temporary Password** – a sequence of characters generated by the Bank for the User's access to Internet Banking until the User creates a Password.

2.6. **Primary Account Agreement** – a bank account agreement concluded between the Bank and the Client, on the basis of which a Primary Account is opened, and from which the Bank debits payments for services rendered under this Agreement.

2.7. **Bank's Website** – the Bank's information portal on the Internet, located at the electronic address <http://www.esb.kg>. The Bank's Website contains information about the Bank's banking products and services, standard tariffs and the Tariff Plan, the Internet Banking User Manual, as well as other information necessary for the Client.

2.8. **Login** – a unique name for the Client used to access Internet Banking.

2.9. **Banking Operation** – any operation performed by the Bank at the instruction of the Client.

2.10. **Client Authentication** – the establishment of the Client's authenticity by verifying the validity of the presented identifier (PIN code, login, etc.) based on authorization data.

2.11. **Account** – any bank account opened for the Client on the basis of the Agreement concluded between the Bank and the Client.

2.12. **Tariffs** – a list of services and the amount of remuneration (commissions) charged for services as established by the Bank.

2.13. **Information Security** – security related to threats in the information sphere.

2.14. **Working Day** – the period of time during which the Bank carries out banking operations, excluding weekends and official public holidays in the Kyrgyz Republic.

2.15. **Security Deposit** – a sum of money paid by the Lessee upon concluding an individual safe (deposit box) lease agreement as security for the Lessee's obligations regarding the proper performance of the terms of the agreement.

3. Opening and Maintaining Bank Accounts for Individuals

3.1. Under the Agreement, the Client has the right to open a bank account (hereinafter referred to as the Account), and the Bank shall provide banking services to the Client in the manner established by the current legislation of the Kyrgyz Republic, the requirements of the National Bank of the Kyrgyz Republic, generally accepted banking practice, and this Agreement within the limit of the cash balance held in the Client's Account.

3.2. The Client shall use the Bank Account for the storage and accumulation of funds, as well as for payments and settlements with third parties not related to the conduct of entrepreneurial and/or similar activities.

3.3. Funds may be deposited into the Client's bank account in cash and/or by non-cash means, either by the Client themselves or by any third parties, provided that an identity document is presented and the necessary data regarding the deposit account is provided.

3.4. The Client undertakes:

3.4.1. To present an identity document (passport) to the Bank to conduct banking operations on the Account.

3.4.2. To pay the Bank commissions for the execution of banking operations on the Account in accordance with the Bank's current tariffs.

3.4.3. To provide, upon the Bank's request within 3 banking days, a documented source of funds, as well as information and documents regarding the Client's activities and banking operations in accordance with the requirements of the current legislation of the Kyrgyz Republic regulating anti-money laundering (AML) issues.

3.4.4. To update the Individual Questionnaire upon the Bank's request.

3.4.5. When submitting a foreign currency payment order to the Bank for an interbank transfer via the "SWIFT" system, to state the purpose of the payment in English. If the Client is not proficient in English, the Client reserves the right for the Bank to perform a literal translation into English and shall have no claims against the Bank regarding the translation of the payment purpose. In the event of a transfer return due to incorrect wording and/or incorrect translation of the payment purpose into English, the Client undertakes to bear all costs associated with the said transfer via the "SWIFT" system.

3.5. The Client has the right to:

3.5.1. Independently manage the funds in their Account in the manner established by the current legislation of the Kyrgyz Republic and this Agreement.

3.5.2. Give the Bank instructions for account maintenance, make inquiries, and demand their proper execution.

3.5.3. Receive full information on the status of the Account.

3.5.4. Terminate the Agreement subject to full settlement with the Bank.

3.5.5. Delegate the management of the Account to third parties via a power of attorney certified in accordance with the norms of the current civil legislation of the Kyrgyz Republic.

3.6. The Bank undertakes:

3.6.1. To ensure the safety of funds in the Account.

3.6.2. To ensure the confidentiality of the Account, banking operations on the Account, and information about the Client in accordance with the current legislation of the Kyrgyz Republic.

3.6.3. To carry out banking operations on the Account in strict accordance with the current legislation of the Kyrgyz Republic.

3.6.4. To accept funds incoming in favor of the Client from third parties; by signing this Agreement, the Client expresses their consent to receive funds from third parties not related to commercial activities.

3.6.5. To collect commissions for banking operations on the Account without the Client's consent in accordance with the Bank's current tariffs.

3.6.6. To cease operations on the Account based on a power of attorney from the moment of receiving a corresponding notification from the Client regarding the revocation of the power of attorney. The time of receipt of the notification is the date and time indicated in the Bank's incoming registration stamp.

3.7. The Bank has the right to:

3.7.1. Refuse to carry out banking operations on the Account if there are facts indicating a violation by the Client of the current legislation of the Kyrgyz Republic, the requirements of the National Bank of the Kyrgyz Republic, or the terms of this Agreement, including non-payment of the Bank's service commissions.

3.7.2. Terminate this Agreement and close the bank account in the event of zero balance, lack of incoming funds, and no withdrawals for more than 12 months, subject to prior written notification/email/SMS notification to the Client 1 calendar month before termination.

3.7.3. Suspend banking operations on the Account or unilaterally terminate the agreement and close the Account:

3.7.3.1. if the information provided for in clause 3.4.3 of this Agreement is not submitted to the Bank within the requested timeframe;

3.7.3.2. if unreliable documents are presented;

3.7.3.3. if the relevant documents necessary to fulfill requirements for transactions and Client identification are not presented;

3.7.3.4. if there is information regarding the Client or their transaction concerning involvement in criminal activity, obtained in accordance with the legislation of the Kyrgyz Republic on countering the financing of terrorism and anti-money laundering (CFT/AML);

3.7.3.5. or in other cases provided for by the current legislation of the Kyrgyz Republic regarding AML issues.

In such cases, the termination of this agreement is carried out subject to prior written notification/email/SMS notification to the Client 1 calendar month before its termination.

3.7.4. To debit funds from the Client's Account without the Client's consent (direct debit/acceptance-free basis) in cases provided for by the current legislation of the Kyrgyz Republic, as well as in the case of funds erroneously credited due to the Bank's fault, fees for the Bank's services, and other obligations to the Bank.

3.7.5. To provide information and documents about the Client, their activities, and banking operations to authorized state bodies of the Kyrgyz Republic without the Client's consent in accordance with legislative requirements.

3.7.6. To unilaterally change the amount and types of commissions for the Bank's services, notifying the Client via public announcement in the Bank at least 10 banking days before such changes take effect.

3.7.7. To require the Client to update the information specified in the Individual Questionnaire.

3.7.8. To require the Client to provide a documented source of funds within 3 banking days, as well as info/docs regarding Client activities and operations in accordance with AML legislation.

3.7.9. In the event a third party presents a notarized power of attorney to manage the Account, the Bank has the right to:

- if necessary, including if the authenticity of the power of attorney is in doubt, verify the fact of its issuance by sending written inquiries to the Client, the notary, or by sending the document for expert examination;

- refrain from conducting or suspend operations on the Account until confirmation of the power of attorney's issuance or authenticity is received;

- refuse to execute instructions on the Account if the Client fails to comply with the requirements of clause 3.4.5 of this Agreement.

4. Issuance and Maintenance of "Elkart/VISA/MASTERCARD" Bank Payment Cards

Account Opening and Card Issuance

4.1. Based on the Client's application, the Bank provides services related to account opening, settlement services, and the issuance and maintenance of **Elkart/VISA/MASTERCARD** bank payment cards (hereinafter referred to as the Card) under the terms of this Agreement.

4.2. The Bank issues, and the Client accepts for use, a Card to be used for Card transactions at all locations displaying the logos of the **Elkart/VISA/MASTERCARD** Payment Systems.

Account Mode:

4.3. An account is opened based on the Client's application, provided that the necessary documents are submitted according to the Bank's established list and the banking legislation of the Kyrgyz Republic.

4.4. Operations on the Client's account is carried out within the balance of funds available in the account.

4.5. Monitoring of Card Transactions and Card Blocking

4.5.1. The Bank monitors card transactions to identify suspicious, fraudulent, and/or unusual activity to reduce the risk of unauthorized access to the card accounts of the Bank's cardholders.

4.5.2. The Bank may block a card based on monitoring results to verify the cardholder's participation in a transaction, as well as:

4.5.2.1. upon suspicion of fraud by the cardholder or participation in a fraudulent scheme;

4.5.2.2. upon suspicion of transactions involving the financing of criminal activities or money laundering (AML);

4.5.2.3. in the event of negative feedback from social media users or group participants regarding the cardholder. Blocking of the card/card account is carried out by the Bank unilaterally.

4.5.2.3.1. Blocking due to a cardholder's report of unauthorized access and subsequent dispute of transactions may be carried out for up to 30 calendar days, with the Bank reserving the right to extend the period until all circumstances are clarified.

4.5.3. In the event the Bank identifies multiple unsuccessful authorizations (5 or more within 2 calendar days) for recurring payments due to blocked access, insufficient funds, or lack of communication with the cardholder, the Bank has the right to place the card on the **stop-list**.

4.6. **Card Validity, Suspension, and Termination**

4.6.1. The Card displays its expiration date (month and year). The Card is valid until the end of the last day of the specified month. All expired Cards are blocked and must be returned to the Bank.

4.6.2. The Bank is entitled to block the Card until any disputed situations are resolved.

4.6.3. If the Holder decides to stop using the Card, they must submit a written application to the Bank and return the Card.

4.7. **Card Replacement or New Issuance**

4.7.1. Replacement of a Card or issuance of a new one to replace a lost one is performed based on a written application from the Cardholder and according to established tariffs.

4.7.2. A Card is replaced if it expires, is damaged, the PIN is compromised, the Holder forgets the PIN, or at the Holder's request. The replaced Card must be returned to the Bank.

Rights and Obligations

4.8. **The BANK undertakes:**

4.8.1. To issue the Card within 5 banking days (Bishkek) or 10 banking days (regions) from receipt of the Application. For urgent issuance: 2 banking days (Bishkek) and 4 banking days (regions).

4.8.2. To ensure Card maintenance in accordance with this Agreement and the regulations of the National Bank of the Kyrgyz Republic (NBKR).

4.8.3. To credit funds to the account no later than 1 banking day following receipt of properly executed payment documents.

4.8.4. To execute the Client's instructions regarding the account (crediting and debiting funds).

4.8.5. To provide account statements within 5 business days of a transaction or Client request. Information subject to bank secrecy may be disclosed only as provided by the laws of the Kyrgyz Republic.

4.9. **The BANK has the right to:**

4.9.1. Request any information/documents regarding the Client's activities (contracts, agreements, etc.).

4.9.2. Unilaterally suspend/freeze transactions or funds in cases provided by law, bank rules, or breach of Agreement.

4.9.3. Unilaterally change Rules and Tariffs.

4.9.4. **Debit the following without Client consent:**

- Funds for Card transactions performed;
- Bank fees/commissions per Tariffs;
- Repayment of Client's debt to the Bank;
- Funds erroneously credited to the account.

4.9.5. Block and cancel the Card if the Client fails to perform obligations or upon notice of termination.

4.9.6. Unilaterally terminate the Agreement with 1-month prior notice.

4.9.7. Close a card account if no operations occur for 6 months (with 1-month notice).

4.10. **The CLIENT undertakes:**

4.10.1. To notify the Bank of erroneous credits. If funds are insufficient for reversal, return the amount within 3 banking days.

4.10.2. To recognize all transactions authorized by PIN or signature as valid and authentic.

4.10.3. To pay for Bank services per Tariffs.

4.10.4. To immediately notify the Bank (verbally or in writing) if the Card is lost or stolen.

4.10.5. To remain liable for all transactions until the Bank receives a written request for total blocking.

4.10.6. To comply with AML/CFT legislation.

4.10.7. To immediately provide updated personal/beneficiary data.

4.10.8. To provide proof of source of income upon request.

4.10.9. To ensure Card safety and non-disclosure of the **code word, CVV2, and PIN**. The Client is liable for all operations confirmed by these credentials.

4.10.10. To notify the Bank of any data changes within 5 banking days.

4.10.11. Not to transfer the Card to third parties.

4.11. **The CLIENT has the right to:**

4.11.1. Manage account funds independently per bank rules.

- 4.11.2. Perform transactions within the available balance.
- 4.11.3. Request blocking/unblocking of the Card.
- 4.11.4. Terminate the Agreement by providing 30 calendar days' written notice.

Liability

4.12. The **BANK** is liable for:

- Disclosure of bank secrecy per Kyrgyz law;
- Erroneous operations caused by the Bank (liability is limited to canceling the error).

4.13. The **BANK** is **NOT** liable for:

- Delays caused by Client errors in documents;
- Refusal of a third party to accept the Card;
- Quality of goods/services purchased;
- Limits or fees set by third parties;
- Consequences of delayed notification of Card loss;
- System failures or Internet-related risks (unauthorized online transactions);
- Transactions performed before the Card was blocked.

4.14. The **CLIENT** is liable for:

- Delayed notification of loss/theft;
- Failure to return erroneously credited funds;
- Unauthorized payments if the Card or credentials (**PIN, CVV2, code word**) were disclosed;
- Transferring or selling account data/logins to third parties for unlawful purposes.

4.15. The Bank is not required to prove that the Client disclosed Card credentials.

4.16. **Force Majeure:** Both parties are exempt from liability for non-performance caused by fire, floods, earthquakes, power failures, software glitches, or government/NBKR restrictions beyond their control.

5. Provision of Internet Banking Services

5.1. The Bank provides the Client with remote banking services (hereinafter – RBS) via the global Internet (Internet/Mobile Banking).

5.2. Based on the Client's application, the Bank performs registration/connection to RBS tools. Subsequent service is provided through the Internet Banking/Mobile Banking tools.

Terms and Conditions

5.3. The Client acknowledges that the Bank's receipt of the Client's electronic documents is legally equivalent to receiving paper documents executed in accordance with the laws of the Kyrgyz Republic. The Client grants the Bank the right to use electronic documents equally with paper ones. The Client bears full responsibility for the content of electronic documents sent to the Bank for execution.

5.4. To ensure security against unauthorized access, the Bank identifies the Client via a User Password.

5.5. Software Requirements: Internet browsers such as Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.

5.6. Internet Banking/Mobile Banking allows for the following operations:

- real-time viewing of account statuses (card, settlement);
- printing or emailing account statements;
- performing payments (Clearing/Gross, SWIFT, taxes, duties, fines, utilities);
- performing foreign currency conversion (non-cash).

5.7. Notifications regarding changes to the list of services or Tariffs are provided via the Bank's website.

5.8. Internet Banking is available 24/7; however, instructions received after 4:30 PM will be processed on the next business day.

5.9. Confirmation of sent/received electronic payment documents is provided within the system via an electronic transaction statement.

5.10. Login statistics and transaction history are automatically recorded and stored in the Bank's system. The Client must remember that operations performed via RBS are legally equivalent to operations performed in person at the Bank on paper.

Rights and Obligations

5.11. Mutual Rights and Obligations:

5.11.1. Each party shall maintain its own hardware and software at its own expense.

5.11.2. Both parties undertake not to disclose information security methods used in the software to third parties.

5.12. The Client has the right to:

5.12.1. Perform banking operations via RBS tools in accordance with clause 5.6 of this Agreement.

- 5.12.2. Demand proper performance of obligations by the Bank.
- 5.12.3. Change their password.
- 5.12.4. Manage account funds personally or through authorized representatives.
- 5.13. The Client is obliged to:
 - 5.13.1. Not disclose or transfer authorization parameters (Login, Password) to third parties.
 - 5.13.2. Change the temporary password immediately upon receipt and periodically thereafter (within a 1095-day cycle).
 - 5.13.3. Pay the monthly service fee on the last day of each month per Tariffs.
 - 5.13.4. Immediately inform the Bank of any suspected unauthorized access.
 - 5.13.5. Monitor accounts at least once a month. Transactions not contested by the next business day are deemed authorized.
 - 5.13.6. Use the system exclusively for banking services.
 - 5.13.7. Comply with the User Manual (Annex to this Agreement).
 - 5.13.8. Follow safety rules and ensure all sessions are properly closed after work.
 - 5.13.9. Update contact information promptly.
 - 5.13.10. Ensure sufficient funds for payments and commissions.
- 5.14. The Bank has the right to:
 - 5.14.1. Unilaterally change Tariffs by posting notice in the operations hall or on the website.
 - 5.14.2. Perform direct debits (without consent) for commissions, erroneous credits, and any debts to the Bank.
 - 5.14.3. Refuse operations if details are incorrect, legal requirements are breached, or funds are insufficient.
 - 5.14.4. Block access if security procedures are compromised or attempted to be breached.
 - 5.14.5. Reduce daily or per-transaction limits without prior notice.
 - 5.14.6. Temporarily suspend the system for maintenance or "Day/Month-End Closing."
 - 5.14.7. Cancel access immediately if the Client's accounts are closed.
 - 5.14.8. Suspend or block access without notice for security reasons or non-payment of commissions.
- 5.15. The Bank is obliged to:
 - 5.15.1. Register the Client and provide a Login and temporary password.
 - 5.15.2. Ensure authentication via password.
 - 5.15.3. Notify the Client of technical works that may interrupt access.
 - 5.15.4. Execute electronic documents provided they comply with this Agreement and Kyrgyz law.
 - 5.15.5. Publish the User Manual on the website.
 - 5.15.6. Notify of Tariff changes via the website and information stands.
 - 5.15.7. Inform the Client about the strict prohibition on selling/transferring access to third parties and the associated legal liability.
- 5.16. Payment Procedure:
 - 5.16.1. The Client pays commissions for connection and usage at the time of the operation according to the Tariff Plan.

6. Storage of Valuables in Individual Bank Cells (Safes)

- 6.1. Based on a "Value Storage Application" signed by the Client in person, the Bank provides the Client with an individual banking safe (hereinafter – the Safe) for temporary use, and the Client undertakes to use the Safe and pay the Bank a fee in the amount and manner prescribed by the Bank's tariffs and under the terms of this Agreement.
- 6.2. The Safe is located in a specially secured, equipped room that is not the Bank's currency vault.
 - If the area where the Lessee works with the values stored in the safe falls under video surveillance, the Bank shall make a note that the Lessee has been warned and agrees, as evidenced by their signature in the Application.
- 6.3. **Terms and Purpose of Safe Use**
 - 6.3.1. The Safe and the key to the Safe is provided subject to the payment of a security deposit and rent in accordance with the Bank's tariffs.
 - 6.3.2. The Safe is provided to the Client for the storage of cash, securities, precious metals, stones and jewelry made from them, other valuables, documents, etc. (hereinafter – "Safe Contents").
 - 6.3.3. The Lessee or the Lessee's representative is admitted to the Vault only upon presentation of an identity document and a power of attorney.
 - 6.3.4. Direct access to the Safe is carried out every business day according to the established customer service hours.
 - 6.3.5. **The use of the Safe for storing the following items is prohibited:**

- flammable, toxic, radioactive, and other substances capable of having a harmful effect on the human body and the environment; food products and other items subject to spoilage or causing the spread of parasites;
- all types of firearms and ammunition, cold weapons, explosives (explosive devices), including scientific and technical technologies and equipment that can be used to create weapons of mass destruction;
- narcotic and psychotropic substances, as well as devices for their use;
- potent poisons;
- and other items prohibited for storage, withdrawn from civil circulation, or whose import/export is prohibited across the state border according to the legislation of the Kyrgyz Republic.

6.4. Payments and Settlement Procedure

6.4.1. At the Lessee's choice, the rent and security deposit shall be paid via bank transfer or in cash.

6.4.2. Payment is made by the Client no later than the next business day after the conclusion of this Agreement, either monthly or as a single payment for a quarter/half-year/year.

6.4.3. The payment amount is calculated for the entire term of this Agreement and does not depend on the actual use or non-use of the Safe by the Client.

6.4.4. The Client must deposit a sum (hereinafter – Security Deposit) as security, as specified in the Bank's Tariffs on the Bank's official website.

6.4.5. In the event of any debt owed by the Client to the Bank, or any right or claim, the Bank may refuse the Client access to the Safe until the debt is fully repaid.

6.4.6. In the case of early termination of the Agreement at the initiative of the Lessee, the prepaid rent is not refundable.

6.4.7. The Security Deposit shall be returned after the Lessee fully settles any debt to the Bank and returns the key.

6.4.8. Rent and the security deposit amount already paid by the Lessee under a concluded Agreement are not subject to change during the lease term, regardless of changes to the Bank's Tariffs.

6.4.9. When extending the lease term, payment for the additional term is carried out according to the tariffs in effect on the day the Supplementary Agreement is concluded.

6.4.10. If the amount of the security deposit was changed in the Bank's tariffs during the term of this Agreement, the lease term is not extended; a new Agreement must be concluded upon expiration.

6.4.11. In case of loss or damage of the Safe key/Safe or Safe lock by the Lessee, the damage is compensated by the Bank withholding the Lessee's Security Deposit (if the deposit is insufficient, the Lessee shall make an additional payment).

6.5. Delinquency and Late Returns

6.5.1. In case of late payment, the Lessee's access to the safe is granted only after the debt is settled.

6.5.2. If the Lessee fails to appear at the Bank within six months from the expiration date of the Safe lease, the Bank has the right to open the safe via a commission consisting of at least three people.

6.5.3. The Contents of the Safe are transferred for storage in the Bank's vault for a period of up to 2 (two) years from the date the Safe was opened. A "Safe Opening Report" is drawn up, including a section on the Bank accepting the contents for storage.

6.5.4. A fee is charged for the storage of the Safe Contents during the lessee's absence according to the Bank's current tariffs.

6.5.5. If the Lessee appears within 2 (two) years, the contents are returned based on a "Return of Safe Contents Report," provided the Lessee pays for the additional lease period, storage, and opening fees.

6.5.6. If the Lessee fails to appear within 2 (two) years, the Bank shall independently decide the fate of the contents (disposal, reimbursement of Bank expenses, etc.) in accordance with the legislation of the Kyrgyz Republic.

6.6. Rights and Obligations of the Parties

6.6.1. Obligations of the Bank:

- Issue 1 (one) key to the Lessee after the application is signed and fees are paid.
- Provide 24-hour security for the vault.
- Maintain the Safe in good working order.
- Ensure the Lessee or their authorized representative has confidential and unimpeded access during business hours.
- Record every visit to the Safe.
- Return the Security Deposit upon expiration if all obligations are met.

6.6.2. Rights of the Bank:

- Unilaterally terminate the agreement if the Lessee violates terms.

- Directly debit the security deposit for lost keys or damage to the lock/safe.
- Require the Lessee to show the Safe Contents if there is doubt regarding the intended use. If the Lessee refuses, the Bank may open the safe in the presence of a commission.
- Comply with law enforcement requests for opening, searching, or seizing contents in accordance with the law.

6.6.3. Obligations of the Lessee:

- Present an identity document at each visit.
- Pay the security deposit and rent for the entire term.
- Notify the Bank immediately of a lost or damaged key. If the key is lost, the Lessee pays for the opening and lock replacement per Tariffs.
- Empty the Safe and return the key by the end of the last calendar day of the lease.
- Not store prohibited items (toxic, weapons, drugs, etc.).

6.6.4. Rights of the Lessee:

- Terminate the agreement at any time (prepaid rent is non-refundable).
- Access the safe personally or through a representative with a notarized power of attorney.

7. Term of this Agreement, Procedure for Termination

7.1. This Agreement shall enter into force from the date of its conclusion by the Bank and the Client and shall remain in effect until terminated at the initiative of the Bank and/or the Client, with the exception of value storage services in individual banking safes.

7.2. The grounds for terminating the Agreement shall be a written application from the Client in the form established by the Bank.

7.3. The Bank is entitled to terminate this Agreement unilaterally by sending a corresponding written notice to the Client. In the event of the Client's failure to fulfill the obligations provided for in this Agreement, the Bank shall block any unreturned Cards.

7.4. Upon termination of this Agreement:

- the fee paid by the Client for Card maintenance is non-refundable;
- the remaining balance in the account shall be issued to the Client in cash from the cash desk of OJSC "Eurasian Savings Bank" or transferred to any bank account specified by the Client, subject to the deduction of the Bank's commission for the corresponding Card operation performed in accordance with the written instructions received from the Client.

7.5. The Client has the right to terminate the Agreement at any time by providing 30 days' written notice to the Bank prior to the intended termination date, provided that all settlements with the Bank under this Agreement have been completed and the Safe keys have been returned. In the absence of any debt owed by the Client to the Bank, any advance payments made shall be non-refundable.

7.6. If the Client fails to return the safe keys to the Bank within 10 days from the date of termination of this Agreement, the Bank, at its discretion, shall take the actions provided for by this Agreement and the current legislation of the Kyrgyz Republic.

- Upon the expiration of 10 days from the date the Client fails to settle debts for Safe usage fees and other payments, the Client will be notified by letter (with acknowledgment of delivery) regarding the potential opening of the safe and the removal of the Stored Items. Upon the expiration of 10 days from the moment the letter is received, if no actions are taken by the Client to settle the existing debt, the Bank has the right to open the Safe by force without the Client's presence, in accordance with the Bank's internal procedures, sealing the Stored Items and keeping them in a designated Bank vault.

- The contents of the safe cell shall be inventoried, placed in a bag, sealed, and stored in the Bank's Vault.
- In the event that the contents of the safe cell are not claimed by the Client or their heirs within the period established by the legislation of the Kyrgyz Republic, the contents of the safe cell shall be written off as income for the Bank.

8. Liability of the Parties

8.1. For non-performance or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with the Bank's internal rules and this Agreement, and in cases not provided for by them—in accordance with the current legislation of the Kyrgyz Republic.

8.2. The Parties shall bear mutual liability for breach of obligations under this Agreement only in the amount of actual damage and provided that the defaulting Party is at fault.

8.3. Liability for damage resulting from unauthorized access by third parties to Internet Banking shall rest with the party at fault.

8.4. In the event of proper performance of its duties by the Bank under this Agreement, the Bank shall not be liable for unauthorized payments made from the Client's bank account.

8.5. The Client is responsible for the security, reliability, and periodic changing of the password for Internet/Mobile Banking.

8.6. After the Client changes the temporary password, the Bank does not possess information regarding the Client's password, nor is the password reflected in the Bank's system; therefore, the Bank is not liable for banking operations performed by entering the Client's valid password. The Client is liable for disclosing the password to third parties, as well as for actions resulting in the password becoming known to third parties.

8.7. The Bank does not guarantee a refund and is not liable if the Client provides incorrect payment details, nor in the event of a Client's request for a payment reversal.

8.8. The Client is responsible for the correct execution of payments, including the accuracy and completeness of details, the specified sending method (clearing, gross), value date, etc.

8.9. The Bank is not liable for the safety of the Safe contents, except in cases of unauthorized access to the safe as provided by the agreement.

8.10. The Lessee shall reimburse the Bank for all losses incurred in connection with the non-intended use of the Safe, as well as losses resulting from technical damage to the Safe and lock structure, loss of the Safe key, replacement of the lock and key, or forced opening of the Safe.

8.11. In the event of the Lessee's failure to promptly report the loss of the safe (cell) key, the Lessor shall not be liable for the safety of the items placed in the Safe.

8.12. The Bank is liable for:

8.12.1. disclosure of bank secrecy in accordance with the current legislation of the Kyrgyz Republic;

8.12.2. operations erroneously performed on the account due to the Bank's fault. The Bank's liability in this case is limited to canceling the erroneously performed operation.

8.13. The Bank is NOT liable for:

8.13.1. a third party's refusal to service the Card;

8.13.2. the quality of goods and services purchased using the Card;

8.13.3. limits, restrictions, and additional rewards (interests) on the Card set by a third party that may affect the Client's interests;

8.13.4. consequences of the Client's failure to promptly contact the Bank to block a lost/stolen Card;

8.13.5. situations related to failures in systems ensuring the receipt, processing, and transmission of data for operations performed using the Card;

8.13.6. potential negative consequences of accessing any operations via the Internet, including, but not limited to: the risk of unauthorized operations by third parties via the Card over the Internet;

8.13.7. operations performed before the Card was blocked in the event of loss, theft, or other illegal use of the Card;

8.13.8. operations performed before the moment of Card blocking for which settlement occurs after the moment of blocking;

8.13.9. the period between the actual change of the Client's details and the notification of such change – information will be sent to the Client using the old details during this time.

8.14. The Client is liable for:

8.14.1. failure to promptly contact the Bank to block a lost/stolen Card;

8.14.2. failure to return funds erroneously or excessively credited to the account in accordance with the law and this Agreement;

8.14.3. unauthorized payments by a third party using the Client's Card in the amount of the unauthorized payment, including Bank commissions;

8.14.4. making a payment if the Client transferred the Card and disclosed the code word and/or PIN code and/or the three-digit CVV2 verification code to a third party;

8.14.5. performed Card operations, including those performed by third parties using the Card, its analogue, or Card details;

8.14.6. violations of the terms of this Agreement by the Client;

8.14.7. potential negative consequences of accessing operations via the Internet (unauthorized third-party operations);

8.14.8. payments made if the Client, due to non-performance or improper performance of duties to secure the Card, disclosed the code word and/or PIN code and/or CVV2 code and failed to take all possible measures to prevent third-party access, regardless of where the operation occurred; expenses and legal costs incurred by the Bank due to the Client's fault, in the full amount of damages caused to the Bank;

8.14.9. failure to return money to the Bank for received but unpaid goods and services—in the amount of the unpaid goods and services.

8.15. If the Client fails to meet any of the Bank's requirements specified in this Agreement on time, the Bank is entitled to debit the amount of debt related to the execution of this Agreement from the Client's accounts in KGS and foreign currency held at the Bank, as well as to initiate debt collection procedures. All costs for such legal procedures shall be accepted and paid by the Client.

8.16. The Bank is not required to prove that the Client performed actions to disclose the Card Details.

9. Notices and Notifications

9.1. The Parties agree to unconditionally recognize the legal force of document texts received via communication channels (email), as well as information posted on the Bank's website, as being equivalent to documents executed in simple written form on paper, except in cases where the execution of documents on paper is mandatory by virtue of the requirements of this Agreement or legislation.

9.2. The Parties unconditionally agree that all correspondence, notices, and notifications received at the email addresses specified in this Agreement as the Parties' contact details, or via posting on the Bank's website, shall be considered delivered to the addressee in the proper form.

9.3. The Parties are obliged to check correspondence arriving at their email addresses in a timely manner. The Bank is obliged to timely update information relating to this Agreement on its website, and the Client is obliged to monitor such updates.

9.4. All risks associated with the occurrence of adverse consequences due to non-compliance with the requirements of this Agreement shall be borne by the Party that committed such a violation.

10. Force Majeure

10.1. The Parties shall be released from liability for non-performance or improper performance of obligations under the Agreement for the duration of the force majeure circumstances.

10.2. Force majeure circumstances are understood as extraordinary and unavoidable circumstances under the given conditions that prevent the Parties from performing their obligations under the Agreement. These include natural disasters and phenomena (earthquakes, floods, fires, etc.), circumstances of public life (military actions, states of emergency, major strikes, epidemics, etc.) occurring in regions officially recognized as such, as well as actions of the legislative and/or executive authorities of the Kyrgyz Republic or the National Bank of the Kyrgyz Republic that prohibit or restrict activities directly related to the subject of this Agreement. During this time, the Parties shall have no mutual claims, and each Party assumes the risk of the consequences of force majeure circumstances.

11. Dispute Resolution Procedure

11.1. The Parties shall make all necessary efforts to ensure that disputes and disagreements that may arise between the Bank and the Client during the implementation of this Agreement are settled on the principles of good faith and mutual consent.

11.2. In the event that disagreements and disputes between the Bank and the Client are not settled through negotiations, they may be submitted for consideration to the judicial authorities of the Kyrgyz Republic.

11.3. In all other matters not provided for by this Agreement, the Parties shall be guided by the legislation of the Kyrgyz Republic.

11.4. This Agreement is governed by the laws of the Kyrgyz Republic. The Parties agree and acknowledge that any disputes arising out of or in connection with this Agreement, including disputes concerning its conclusion, breach, termination, dissolution, or invalidity, shall be resolved in accordance with the legislation of the Kyrgyz Republic.