



**Евразиялык
Сактык Банкы**

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**Approved
By Decision of the Management Board
OJSC "Eurasian Savings Bank"
Minutes No. 20 dated February 27, 2026
Effective from March 01, 2026**

**Banking Services Agreement for Legal Entities and Individual Entrepreneurs
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 a public offer and constitutes a proposal by OJSC "Eurasian Savings Bank" (hereinafter – the Bank) addressed to any legal entity or individual entrepreneur to conclude a banking services agreement for legal entities and individual entrepreneurs (hereinafter – 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 legal entities – a public offer (hereinafter – the Agreement) concluded between the Client and OJSC "Eurasian Savings Bank" on the terms provided for in this Agreement, and is recognized by the parties as an acceptance.

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

- are familiar with the terms set forth in this offer and the Agreement, fully agree with them, and undertake to comply with them;
- 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 Details (if provided for by the Bank) in the forms established by the Bank, signed by the Client by hand, upon presentation of a identity document by the Client and successful completion of the Client due diligence procedure.

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

The Client is serviced in accordance with the legislation of the Kyrgyz Republic, internal regulations (hereinafter – IR), and the Agreement.

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

1. opening and servicing of bank accounts of a legal entity and an individual entrepreneur;
2. issuance and servicing of bank payment Cards, opening and servicing of bank Card accounts (hereinafter – "Card accounts");
3. leasing of an individual bank cell (safe);
4. provision of banking services to the Client electronically through the global Internet (Internet Banking).

1.6. The Client undertakes:

1. In the event of changes to identification (personal) data, details, and data in documents presented for identification and verification, or data for sending notifications, to inform the Bank within three days.
2. To provide the Bank with information and documents required and requested by the Bank within the framework of this Agreement.
3. Upon request of the Bank, to provide information and documents confirming the source of origin of funds to confirm the grounds for performing the operation.
4. To provide information on registration as a VAT payer in case of exceeding the threshold established by the norms of the tax legislation of the Kyrgyz Republic, indicating that the client subject to them has an obligation to pay value-added tax.

1.7. The Bank has the right:

1.7.1. Not to conclude the Agreement, not to issue or reissue bank Cards to Clients, and not to accept the Client's instructions for execution if:

1. the data of the Client or any of the participants in the operation are listed in the 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, and the legalization (laundering) of proceeds from crime and other illegal actions;

1.7.2. To change the scope of services and establish restrictions on the provision of services provided through remote service channels (Internet/Mobile Banking);

1.7.3. To unilaterally make changes to the Agreement and 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 enter into force, the Bank considers this an expression of the Client's consent to the changes to the Agreement.

1.7.4. To 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. To provide third parties (including the National Bank of the Kyrgyz Republic, the financial intelligence body, the court, the authorized state tax body, the credit bureau, and the heirs (successors) of the Client) 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 notice board and the official website <https://www.esb.kg/> before the implementation of the specified changes: Tariffs no later than 3 days in advance; agreements, rules, and client service procedures, including the Bank's work schedule and terms for receiving and checking client documents, no later than 10 working days in advance;

1.9. Prior to signing the Agreement, the Client has the right to familiarize themselves with the draft Agreement and all documents attached thereto 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 remains in effect until it is recognized as having lost its force or until a new Agreement is published on the Bank's official website <https://www.esb.kg/>.

1.12. The Client confirms that:

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

2. they are fully familiar with the Bank's Tariffs for the services provided, undertake to comply with them, and track 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) via 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 make 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 the Primary Account is opened, and from which the Bank debits payments for services rendered under this Agreement.

2.7. **Bank 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 Guide, 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 upon the Client's instruction.

2.10. **Client Authentication** – the establishment of the Client's authenticity by verifying the authenticity 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 an Agreement concluded between the Bank and the Client.

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

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

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

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

3. Opening and Servicing of Bank Accounts for Individuals

3.1. Under this Agreement, the Client has the right to open a bank account (hereinafter – 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 available 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 making 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 non-cash form, either by the Client or by any third parties, provided that an identity document is presented and the necessary details of the deposit account are provided.

3.4. The Client undertakes:

3.4.1. To pay the Bank commissions for performing banking operations on the Account in accordance with the Bank's current tariffs.

3.4.2. To provide, upon the Bank's request within 3 banking days, a documented source of origin of funds, as well as information and documents regarding the Client's activities and their banking operations in accordance with the requirements of the current legislation of the Kyrgyz Republic regulating matters of countering criminal activity and the legalization (laundering) of criminal proceeds.

3.4.3. To timely update documents (questionnaires) containing information about the Client, including authorized persons and beneficial owners.

3.4.4. When submitting a foreign currency payment order to the Bank for an interbank transfer of funds via the "SWIFT" system, to write the purpose of payment in English. If the Client does not speak English, the Client grants the Bank the right to perform a literal translation into English and shall have no claims against the Bank regarding the translation of the payment purpose. In case 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 said transfer via the "SWIFT" system.

3.4.5. To independently monitor the relevance of the Bank's payment details specified on the Bank's official website www.esb.kg when providing their details to counterparties.

3.5. The Client is entitled:

3.5.1. To 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. To give instructions to the Bank regarding the maintenance of the Account, make inquiries, and demand their proper execution.

3.5.3. To receive full information regarding the status of the Account.

3.5.4. To terminate the Agreement provided that full settlement with the Bank has been made.

3.6. The Bank undertakes:

3.6.1. To ensure the safety of the funds in the Client's account.

3.6.2. To keep secret information regarding operations performed on the Client's account and other confidential information obtained by the Bank in the process of maintaining the account. Without the Client's consent, information subject to the banking secrecy regime under current legislation may only be provided in cases and in the manner defined by the current legislation of the Kyrgyz Republic.

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

3.6.4. To debit funds from the Client's account only upon their instruction. Direct (non-acceptance) debiting of funds from the account is permitted only in cases specifically provided for by the legislation of the Kyrgyz Republic and this Agreement.

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.

3.7. The Bank is entitled:

3.7.1. To refuse to perform 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 governing the procedure and conditions for performing banking operations, including cases where the Client fails to pay the Bank's service fees.

3.7.2. To terminate this Agreement and close the bank account in the event of an absence of funds, an absence of incoming funds, and no withdrawals from the account for more than 6 months, provided that the Client is given prior written notice/email notification/SMS notification 1 calendar month before the termination of this Agreement.

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

1. If the information provided for in clause 3.4.3. of this Agreement is not submitted to the Bank within the requested timeframe;
2. If unreliable documents are submitted;
3. If the relevant documents required to fulfill requirements for conducting operations and identifying the Client are not submitted;
4. If there is information regarding the Client's or their operation's involvement in criminal activity obtained in accordance with the legislation of the Kyrgyz Republic regulating matters of countering criminal activity and the legalization (laundering) of criminal proceeds;
5. Or in other cases provided for by the current legislation of the Kyrgyz Republic regulating matters of countering criminal activity and the legalization (laundering) of criminal proceeds.

In such cases, the termination of this Agreement is carried out provided that the Client is given prior written notice/email notification/SMS notification 1 calendar month before its termination.

3.7.4. To withdraw funds from the Client's Account in a non-acceptance manner without the Client's consent in cases provided for by the current legislation of the Kyrgyz Republic, as well as in the event of funds erroneously credited to the Client's Account due to the Bank's fault, fees for the Bank's services for performing operations on the account, and for other obligations to the Bank.

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

3.7.6. To unilaterally change the amount and types of commissions for the Bank's services, notifying the Client by public announcement at 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's Questionnaire.

3.7.8. To require the Client to provide, within 3 banking days, a documented source of origin of funds, as well as information and documents regarding the Client's activities and their banking operations in accordance with the requirements of the current legislation of the Kyrgyz Republic regulating matters of countering criminal activity and the legalization (laundering) of criminal proceeds.

4. Issuance and Servicing of Corporate Card "Elkart/VISA/MASTERCARD"

4.1. Account Opening and Card Issuance

4.1.1. On the basis of the Client's application, the Bank provides services related to account opening, its settlement servicing, and the issuance and servicing of a corporate Elkart/VISA/MASTERCARD Card (hereinafter referred to as the Card) within the terms of this Agreement.

4.1.2. The Bank issues, and the Client accepts for use, the Card, which is used to conduct Card operations in all locations where the logos of the Elkart/VISA/MASTERCARD Payment System are displayed.

4.2. Account Mode

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

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

4.3. Monitoring of Card Operations and Card Blocking

4.3.1. The Bank monitors card operations to identify suspicious, fraudulent, and/or uncharacteristic card operations, aiming to reduce the risk of unauthorized access to the card accounts of the Bank's cardholders.

4.3.2. The Bank may block the card based on monitoring results to clarify the cardholder's participation in a card operation, as well as:

4.3.2.1. In case of suspected fraud by the cardholder or the cardholder's participation in a fraudulent scheme;

4.3.2.2. In case of suspected operations falling under the financing of criminal activity and the legalization (laundering) of criminal proceeds;

4.3.2.3. In the event of negative feedback from social media users or group participants addressed to the cardholder. Blocking of the card/card account is carried out by the Bank unilaterally.

4.3.2.4. Blocking due to a cardholder's report of unauthorized access to the card account and subsequent dispute of the operations performed may be carried out for a period of up to 30 (thirty) calendar days, with the Bank reserving the right to further extend the blocking period until all circumstances are clarified.

4.3.2.5. If the Bank identifies multiple unsuccessful authorizations on the card: 5 (five) or more unsuccessful card operations within 2 (two) calendar days for recurring payments due to closed access and/or insufficient funds and/or lack of communication with the cardholder to clarify participation in the card operation and/or lack of card account replenishment and/or failure to unsubscribe/unlink the card from recurring payments, the Bank has the right to place the card on the stop-list.

4.4. Card Validity Period, Suspension, and Termination of Card Use

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

4.4.2. The Bank has the right to block the Card until any disputed situations that have arisen are settled.

4.4.3. In case of refusal to use the Card, the Holder is obliged to contact the Bank with a corresponding written application and return the Card.

4.5. Card Replacement or Issuance of a New One

4.5.1. Card replacement or issuance of a new Card to replace a lost one is performed based on a written application from the Cardholder submitted to the Bank according to established tariffs.

4.5.2. The Card is replaced if its validity period expires, the Card is damaged, the PIN code is compromised, the Cardholder has forgotten the PIN code, or at the request of the Cardholder. The replaced Card must be returned to the Bank.

4.6. Rights and Obligations of the Bank

The BANK undertakes:

4.6.1. Based on the Application, within 5 (five) Banking days for Bishkek and 10 (ten) Banking days for regions from the date of receipt of the Application, to issue the Card to the Client or their authorized representative acting on the basis of a power of attorney issued by the Client in accordance with the legislation of the Kyrgyz Republic. In case of urgent production, within 2 (two) Banking days for Bishkek and 4 (four) Banking days for regions from the date of receipt of the Application.

4.6.2. To ensure Card servicing in accordance with the terms of this Agreement and the requirements of the banking legislation of the Kyrgyz Republic, the regulatory legal acts of the National Bank of the KR (hereinafter – NBKR), and this Agreement.

4.6.3. No later than 1 (one) Banking Day following the day of receipt, based on properly executed payment documents, to credit the account with funds received in favor of the Client.

4.6.4. To execute the Client's instructions regarding the bank account, including operations for crediting and debiting funds from the bank account and/or to the Client's bank account.

4.6.5. To issue bank account statements and attachments to the Client as operations are performed, no later than 5 (five) business days from the moment the operation is conducted or at the Client's request. Without the Client's consent, information covered by the banking secrecy regime may be provided only in cases and in the manner provided for by the legislation of the Kyrgyz Republic.

4.7. The BANK is entitled:

4.7.1. To request any information and documents concerning the Client's activities on the basis of which the operation is carried out (original contracts, agreements, etc., or properly certified copies thereof).

4.7.2. To unilaterally suspend/freeze the operation/Client's funds in cases provided for by the legislation of the KR, banking rules, lack of funds in the account, as well as violations of the terms of this Agreement.

4.7.3. To unilaterally change the Rules and Tariffs for the services provided.

4.7.4. To debit the following amounts from the account without the Client's consent:

- Funds for conducted Card operations of the Client;
- Funds to pay the Bank's remuneration in accordance with the current Tariffs;
- Funds to repay the Client's debt to the Bank arising from this Agreement;

- Funds erroneously credited to the account that do not belong to the Client;
- Other amounts in the manner provided for by the legislation of the Kyrgyz Republic and the terms of this Agreement.

4.7.5. To block the Card with subsequent cancellation and demand that the Client return the card within 3 (three) banking days in the following cases:

- Non-performance by the Client of obligations under this Agreement;
- Upon receipt of an Application from the Client for Card cancellation and termination of this Agreement;
- Receipt of a notification regarding the termination of this Agreement;
- In cases provided for by the requirements of the legislation of the Kyrgyz Republic and/or the Rules of this Agreement.

4.7.6. To unilaterally terminate this Agreement in cases provided for by the Rules, subject to prior notification to the Client 1 (one) calendar month before the planned closure of the bank account.

4.7.7. To close the card account with notification to the Client 1 (one) calendar month before the closure of the card account, if no operations have been conducted on it for 6 (six) months. In this case, the balance of funds is credited to an internal bank account and may be reclaimed by the Client.

4.8. The CLIENT undertakes:

4.8.1. To inform the Bank in case of erroneous crediting of funds to the bank account about an incorrectly performed operation. In the absence of sufficient funds in the Client's bank account for the Bank to debit the erroneously credited amount, to return the erroneously credited funds no later than 3 (three) banking days from the moment of receiving notification from the Bank.

4.8.2. To recognize as valid and authentic all card operations performed by them using the Card, verified by entering the PIN code or by the Client's signature.

4.8.3. To pay for the Bank's services in accordance with the current Tariffs of the Bank.

4.8.4. In case of loss or theft of the Card, to immediately contact the Bank in oral or written form with a request to Block the Card in the manner provided for by the Card Usage Rules.

4.8.5. Until the Bank receives a written application from the Client regarding the need for full Card blocking and payment of the corresponding commission by the Client, to bear responsibility in accordance with the legislation of the Kyrgyz Republic for Operations performed using the Card.

4.8.6. To conduct operations on the Card in accordance with the requirements of legislation on countering the financing of criminal activity and the legalization (laundering) of criminal proceeds regarding operations conducted upon the Bank's request within the timeframes established by the Bank.

4.8.7. To immediately provide information and copies of documents in case of updates to the information specified in the questionnaires of the Client and/or the beneficial owner.

4.8.8. To provide documents confirming the source of income and other relevant documents in accordance with AML/CFT legislation.

4.8.9. To ensure the safety of the Card and take necessary measures to not disclose the codeword, three-digit verification code CVV2, or PIN code to third parties and to bear responsibility for all operations confirmed by the PIN code and three-digit verification code CVV2 and/or codeword (including blocking and unblocking the Card).

4.8.10. Within 5 (five) Banking days, to notify the Bank in writing of any changes to the data specified in the Application or the details of this agreement.

4.8.11. Not to transfer the card to third parties. Use of the Card by third parties is not permitted except in cases provided for by the legislation of the Kyrgyz Republic.

4.8.12. To reimburse the Bank for expenses or legal costs incurred by the Bank through the fault of the Client, related to the use and receipt of corresponding Card services.

4.9. The CLIENT is entitled:

4.9.1. To independently manage the funds in their account in accordance with approved banking rules.

4.9.2. To perform Card operations within the balance of funds in the account.

4.9.3. To contact the Bank with a written application to block or unblock the Card in the manner provided for by this Agreement.

4.9.4. Upon application, to receive personally or through an authorized person acting on the basis of a Power of Attorney issued by the Client, under terms determined by the Bank, account statements:

1. To terminate this Agreement by notifying the Bank in writing 30 (thirty) calendar days before the intended date of termination of this Agreement.

2. To apply for a Card re-issuance due to its loss, theft, and/or unauthorized use, damage, loss of PIN code, demagnetization of the magnetic stripe, damage to the chip, or change of card details.

Liability of the Bank and the Client

For non-performance or improper performance of obligations under this Agreement, the Parties shall bear responsibility in accordance with the current legislation of the Kyrgyz Republic and the terms of this Agreement.

4.10. The BANK is liable for:

- Disclosure of banking secrets in accordance with the current legislation of the Kyrgyz Republic;
- An operation erroneously performed on the account through the fault of the Bank. The Bank's liability in this case is limited to the cancellation of the erroneously performed operation.

4.11. The BANK is not liable for:

- Violation of payment processing times and other improper execution of an instruction if this violation occurred due to the Client's error in filling out payment documents, as well as due to other circumstances beyond the Bank's control;
- Refusal by a third party to service the Card;
- The quality of goods and services purchased using the Card;
- Limits, restrictions, and additional remuneration (interests) on the Card established by a third party, which may affect the Client's interests;
- The consequences of the Client's untimely application to the Bank with a request to Block a lost/stolen Card;
- Situations related to failures in the operation of systems ensuring the receipt, processing, and transmission of data on operations performed using the Card;
- Possible negative consequences of access to conduct any operations via the Internet, including, but not limited to: the risk of unauthorized operations by third parties on the Card via the Internet;
- Operations performed before the Card was blocked in the event of loss, theft, or other illegal use of the Card.
- Operations performed before the moment the Card was blocked for which settlement occurs after the moment the Card was blocked.

4.12. The CLIENT is liable for:

- Untimely application to the Bank with a request to Block a lost/stolen Card;
- Failure to return to the Bank funds erroneously credited to the account in accordance with the current legislation of the Kyrgyz Republic and this Agreement;
- Unauthorized payment by a third party conducted using the Client's Card in the amount of the Unauthorized payment including the Bank's commissions;
- Executing a payment in the event that the Client transferred the Card and compromised the codeword and/or PIN code and/or three-digit verification code CVV2 to a third party;
- Performed Card operations, including those performed by third parties using the Card, its analogue, or Card details.
- Violations of the terms of this Agreement by the Client;
- Possible negative consequences of access to conduct any operations via the Internet, including, but not limited to: the risk of unauthorized operations by third parties on the payment Card via the Internet;
- Executing a payment in the event that the Client, due to non-performance or improper performance of duties for Card safety, compromised the codeword and/or PIN code and/or three-digit secret code (CVV2) (hereinafter PIN code and/or CVV2 – "Card Details") and did not take all possible measures to prevent access to the card details by third parties regardless of the territory where the operation was performed;
- Transfer/sale to third parties of card/card account data, logins, and passwords for access to the card/card account, including for conducting financial operations using the card/card account at the instruction and in the interests of third parties for the purpose of committing illegal acts in accordance with the legislation of the Kyrgyz Republic.

4.13. The Bank is not obliged to prove the Client's action in compromising the Card Details.

4.14. The Bank and the Client are exempt from liability for partial or full non-performance of obligations if it resulted from force majeure circumstances: fire, flood, earthquake, power failure, and other circumstances beyond the control of the Bank and the Client, equipment failure, software failure, power supply and data transmission system failure, as well as in cases where the National Bank of the Kyrgyz Republic or authorized bodies of the Kyrgyz Republic adopt decisions, resolutions, or orders regarding the Parties, making it impossible to timely perform obligations under this Agreement properly and on time, provided that the Party thus prevented from fulfilling the obligations of this Agreement has made reasonable efforts to mitigate the impact of these circumstances and will continue to make every effort to fulfill the terms of this Agreement as fully as possible.

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 servicing of the Client by the Bank is carried out through RBS tools: Internet Banking/Mobile Banking.

Terms and Conditions

5.3. The Client recognizes that electronic documents received by the Bank from the Client are legally equivalent to documents on paper executed in accordance with the requirements of the legislation of the Kyrgyz Republic. The Client grants the Bank the right to use electronic documents equally with paper documents. In doing so, the Client bears full responsibility for the content of the electronic documents sent to the Bank for execution.

5.4. To maintain security against unauthorized access and use of the Internet Banking / Mobile Banking software, the Bank identifies the Client using a user password.

5.5. Necessary requirements for the Client's Software: Internet browser: Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.

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

- viewing the status of existing accounts in the Bank: card, settlement, in real-time mode;
- sending to print and/or email a statement on the status and movement of the selected account;
- making payments from the Client's accounts (clearing/gross, Swift payments, payment of taxes and fees, fines, payment of utility bills);
- performing conversion operations with non-cash currency.

5.7. Notification of changes to the list of services provided in the Internet Banking/Mobile Banking software is made through the appropriate placement of information about this and the Bank's current Tariffs for these services on the Bank's website.

5.8. Internet Banking is available to the Client around the clock, but account servicing after 4:30 PM will be processed on the next business day.

5.9. Confirmation of sending and/or receiving an electronic payment document is carried out in electronic form within the functioning of the Internet Banking/Mobile Banking program by displaying a statement of the performed operation in electronic version.

5.10. Information about login statistics for the Internet Banking system, and operations performed by the Client within the Internet Banking/Mobile Banking system, are automatically reflected and stored in the Bank's system.

At the same time, the client must remember that banking operations performed in the Internet Banking/Mobile Banking system are legally equated to operations and documents performed directly at the Bank on paper.

Rights and Obligations of the Parties

5.11. Mutual rights and obligations:

5.11.1. Each party is obliged, at its own expense, to maintain its technical and software means used for conducting operations in the "Internet Banking/Mobile Banking" system in working order.

5.11.2. The parties undertake not to disclose to a third party (except for cases provided for by the current legislation) the methods of information protection implemented in the software used when working in the Internet Banking/Mobile Banking system, which allows access to the Internet Banking/Mobile Banking system.

5.12. The Client is entitled:

5.12.1. To perform banking operations provided by the Bank through RBS tools (Internet Banking/Mobile Banking) in accordance with clause 5.6 of this Agreement.

5.12.2. To demand the proper performance of obligations under this Agreement from the Bank.

5.12.3. To perform the operation of changing the password.

5.12.4. To manage funds in their account personally or through their authorized persons.

5.13. The Client is obliged:

5.13.1. Not to disclose/transfer to other persons information about their own authorization parameters: username (Login), password. If the transfer of said information to other persons is detected, the Bank has the right to cancel the Client's current registration and is not liable for the operations performed by them.

5.13.2. After the Bank provides a temporary password, to immediately change the password at their own discretion, taking into account the security recommended by the Internet Banking system, and subsequently perform a periodic password change (within 1095 days) for the security of the Client's account.

5.13.3. To make payment for the maintenance of the Internet Banking system on the last day of each month according to the Bank's current tariffs.

5.13.4. To immediately inform the Bank in the following cases:

- upon detection of unauthorized access, or suspicions of unauthorized access to the Client's account via Internet Banking/Mobile Banking.

5.13.5. To regularly monitor the status of their accounts – at least once a month. If the Client does not protest the payments made from their account no later than the next business day after the operation, it will be considered that the Client agrees with all debit operations conducted on their account and all payments made from their account are authorized.

5.13.6. To use Internet Banking/Mobile Banking exclusively for using banking services provided through the financial portal.

5.13.7. To familiarize themselves with the requirements – the User Manual, which is an appendix to this Agreement and is also placed in the Internet Banking software, and to use the Internet Banking system in full accordance with these terms.

5.13.8. To comply with security rules and follow the Internet Banking User Instructions; after each work session, ensure the closure of all Internet connection sessions opened for working with the Internet Banking system.

5.13.9. To timely make changes or notify Bank employees in case of changes to contact information.

5.13.10. When it is necessary to perform a payment, ensure a sufficient amount of money to conduct the payment and pay the commission fee according to the current Bank Tariffs.

5.14. The Bank has the right:

5.14.1. To unilaterally change the banking Tariffs for servicing in the Internet Banking/Mobile Banking system by placing this information in the Bank's operations hall or on the Bank's website.

5.14.2. To perform non-acceptance (without the Client's consent) debiting from any of the Client's accounts opened at the Bank of the Bank's remuneration amounts for services provided at the moment of the operation in the Internet Banking system, as well as the debiting of erroneously credited amounts, cases of establishing the fact of erroneous crediting of funds to the Client's accounts, amounts of any debt of the Client to the Bank, as well as in other cases established by the legislation of the Kyrgyz Republic.

5.14.3. To refuse the Client's operation in the Internet Banking/Mobile Banking system in case of incomplete (incorrect) indication by the Client of the details of the operation being performed, violation of the terms for its performance, non-compliance of the operation with the current legislation of the Kyrgyz Republic, as well as in cases of insufficient funds in the Client's account to perform the operation and/or for payment of the Bank's remuneration for the operation being performed.

5.14.4. To block the Client's access in cases where, in the Bank's opinion, a violation or attempted violation of the security procedure of the Internet Banking/Mobile Banking system occurs.

5.14.5. If necessary, to decrease the daily limit on banking operations performed by the Client through the Internet Banking/Mobile Banking system, as well as the one-time limit on an operation without prior notice to the Client.

5.14.6. To conduct temporary suspension of the Internet Banking system for the "Closing of the operational day/month" procedure, software changes, and preventive maintenance.

5.14.7. In case of closing the Client's account(s) at the Bank, to immediately cancel the Client's access to the Internet Banking system.

5.14.8. To temporarily or fully suspend user access and/or block the corresponding provision of banking services via Internet Banking without corresponding notice to the Client if, in the Bank's opinion, such a measure is necessary to ensure the security of the Internet Banking/Mobile Banking system, as well as in case of untimely deposit of funds by the Client into their account for the purpose of paying commission fees.

5.15. The Bank is obliged:

5.15.1. To register the Client in the Internet Banking system with the assignment of an account (Login) and a temporary password.

5.15.2. To ensure authorization and verification of the Client's authenticity by password when servicing in the Internet Banking/Mobile Banking system.

5.15.3. To notify the Client of technical work being carried out that may interrupt access and prevent the use of services provided by the Internet Banking/Mobile Banking system.

5.15.4. To execute the Client's electronic documents, provided that the Client complies with the terms of this Agreement and other agreements concluded between the Bank and the Client, as well as the requirements of the legislation of the Kyrgyz Republic.

5.15.5. To place the User Manual on the Bank's website for the Client's familiarization.

5.15.6. To report changes to the Bank's Tariffs for the services provided by placing information on the Bank's website, as well as on information stands.

5.15.7. To inform the Client about the prohibition of sale/transfer to third parties of remote servicing systems, logins, and passwords for access to remote servicing systems, as well as about the user's liability in accordance with the legislation of the Kyrgyz Republic for the transfer or sale to third parties of remote servicing systems, logins, and passwords, including for conducting financial operations using remote servicing systems at the instruction and in the interests of third parties for the purpose of committing illegal acts.

5.16. Procedure for payment for services

5.16.1. For connecting the Client to the Internet Banking system, the Client's use of the Internet Banking system, and conducting operations through the Internet Banking system, the Client pays the Bank's Commissions in accordance with the Tariff Plan at the moment of performing the corresponding operations (provision of corresponding services by the Bank), unless otherwise provided by this Agreement, the terms of the Internet Banking system, and the Tariff Plan.

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

6.1. On the basis of a Statement on the storage of valuables signed by the Client in person, the Bank provides the Client with an individual bank cell (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 under the terms provided for in this Agreement.

6.2. The Safe is located in a specially guarded, equipped room that is not a cash vault of the Bank.

• In the event that the Area where the Lessee works with the valuables stored in the safe falls under a video surveillance zone, the Bank shall make a note that the Lessee has been warned of this and agrees, witnessing this with their signature in the Application.

6.3. Terms and Purpose of Safe Use

6.3.1. The Safe and the key to the Safe are provided subject to the payment of a security deposit and rental fee 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 referred to as the "Safe Contents").

6.3.3. The Lessee or the Lessee's representative is admitted to the Vault upon mandatory 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. It is forbidden to use the Safe for storing the following items:

- 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 for them, cold weapons, explosive substances (explosive devices), including scientific and technical technologies and equipment that can be used in the creation of 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 request of the Lessee, the rental payment and security deposit are made by bank transfer or in cash.

6.4.2. Payment is made by the Client no later than the next business day after the Parties conclude this Agreement, monthly or in 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 with the Bank as security the amount (hereinafter — Security Deposit) 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 case of early termination of the Agreement at the initiative of the Lessee, the rental fee paid in advance is not refundable.

6.4.7. The security deposit is subject to return after the Lessee fully settles the debt to the Bank and returns the key.

6.4.8. The rental fee and the amount of the security deposit, the obligation for the payment of which has already been fulfilled by the Lessee under the concluded Agreement, are not subject to change within the Safe rental period, regardless of changes in Tariffs by the Bank.

6.4.9. When extending the rental period, payment for the additional rental period is carried out in accordance with the tariffs in effect on the day of concluding the Supplementary Agreement.

6.4.10. If the amount of the security deposit was changed by the Bank's tariffs during the term of this Agreement, the safe rental period is not extended, and a new Agreement is concluded after the expiration of the rental period.

6.4.11. In case of loss or damage by the Lessee of the Safe key / Safe or Safe lock, the damage is compensated by the Bank's retention of the Lessee's Security Deposit (in case of insufficiency of the Security Deposit amount, the Lessee makes an additional payment).

Delay in Returning the Safe

6.5. In case of payment delay, the Lessee's access to the safe is carried out only after the debt is settled.

6.6. If the Lessee fails to appear at the Bank within six months from the date of the end of the Safe rental period, the Bank has the right to open the safe by a commission consisting of at least three people.

6.7. The contents of the Safe are transferred for storage in the Bank's vault for a period of up to 2 (two) years, calculated from the day the Safe was opened, of which a Safe Opening Report is drawn up, with the completion of a section on the Bank's acceptance of the Safe contents for storage.

6.8. For the storage of the Safe Contents during the absence of the lessee, a fee is charged according to the Bank's current tariffs.

6.9. Upon the appearance of the Lessee within 2 (two) years, provided that the additional Safe rental period, storage of Safe contents, and Safe opening are paid in accordance with the tariffs in effect on the date of payment, the Safe contents are issued to the Lessee on the basis of a Safe Contents Return Report.

6.10. If the Lessee fails to appear within 2 (two) years, the issue of the further fate of the Safe Contents (realization period, compensation for the cost of the Bank's expenses, etc.) is decided by the Bank independently in accordance with the current legislation of the KR.

6.11. In case of non-performance/improper performance by the Lessee of their obligations under the agreement, the Bank is entitled to withhold the Lessee's debt under the Agreement from the amount of the

security deposit (in case of insufficiency of the Security Deposit amount, the Lessee makes an additional payment).

Rights and Obligations of the Parties

6.12. Obligations of the Bank:

6.12.1. After the application is signed by the Client and the rental fee and security deposit are paid, the Bank is obliged to issue to the Lessee 1 (one) key for using the Safe.

6.12.2. To carry out round-the-clock security of the vault.

6.12.3. To maintain the Safe in good working order.

6.12.4. To protect the Safe from any encroachments by third parties who do not have the right to use the Safe.

6.12.5. To ensure the Lessee or their authorized representative unhindered access to the Safe in accordance with the Lessor's operating hours.

6.12.6. To ensure the Lessee or their authorized representative individual access to the Safe and the possibility of confidential work with the storage item.

6.12.7. To record every visit to the Safe by the Lessee.

6.12.8. In exceptional cases (inability to move independently, etc.) for the purpose of an accompanying person's access to the Vault, to permit access to the safe to persons who are not a party to the Agreement / an authorized person of the Lessee, as a person accompanying the Lessee. For this, the lessee writes an application indicating the reason and the passport details of the accompanying person. Access of the accompanying person to the Vault is allowed only if they have an identity document.

6.12.9. To carry out repairs by its own efforts or with the involvement of third parties at the Lessee's expense in case of damage to the Safe caused by the Lessee's fault, as well as at its own expense in case of damage to the Safe through the Bank's fault.

6.12.10. Not to disclose to third parties' information about the Lessee, their Safe number, or the fact of the Safe rental, except in cases provided for by the legislation of the KR.

6.12.11. To return the security deposit to the Lessee upon the expiration of the Safe rental period subject to the proper performance by the Lessee of their obligations under the agreement.

6.13. Rights of the Bank:

6.13.1. To terminate the agreement unilaterally in case of the Lessee's failure to fulfill their obligations and demand reimbursement of the Bank's costs if the Lessee uses the Safe in violation of the terms of the agreement.

6.13.2. To debit the security deposit in a non-acceptance manner in case of loss or damage by the Lessee of the Safe key, lock, or Safe.

6.13.3. To demand that the Lessee show the Safe Contents or carry out a check of the purposeful use of the Safe by the Lessee in case of doubts about the proper purposeful use of the Safe. If the Lessee refuses to show the contents of the Safe, the Bank has the right to open the safe in the presence of a commission created by the Bank with the drawing up of a report.

6.13.4. In case of the Lessee's refusal to fulfill their obligations under the Agreement, to restrict vault access to the safe and not issue the Safe Contents to the Lessee until the Lessee's obligations under this Agreement are fully performed.

6.13.5. If violations of the purposeful use of the Safe are detected, to destroy the Safe Contents on the basis of a "Safe Contents Destruction Report," and in cases established by the current legislation of the Kyrgyz Republic, transfer them to competent authorities on the basis of a "Safe Contents Transfer Report."

6.13.6. The Bank has the right to demand from the Lessee the provision of any documents and information necessary for the Bank to monitor their operations for the purpose of countering criminal activity and the legalization (laundering) of criminal proceeds, and to conduct the procedure of identification and verification of the client and their authorized persons (if any) in accordance with the requirements of the legislation of the Kyrgyz Republic. The Bank does not have the right to provide a safe to a client anonymously and without identifying the client, their authorized persons (if any), and indicating information about the beneficial owner (beneficiary).

6.13.7. The Lessee is obliged to provide the Bank with the aforementioned documents within three banking days, as well as notify the Bank of any changes. Otherwise, the Bank has the right to terminate the safe rental agreement unilaterally.

6.13.8. To carry out opening, including in connection with the violation of the rules for using the safe, as well as search or seizure of items stored in the safe and the imposition of an arrest on these items, at the request of law enforcement agencies in accordance with the legislation of the Kyrgyz Republic in the presence of the Bank's commission. The safe is opened in a manner similar to the procedure described in the "Delay in Returning the Safe" section.

6.14. Obligations of the Lessee:

6.14.1. Upon every visit to the Bank, to provide an identity document according to the legislation of the KR.

6.14.2. To pay into the Bank's cash desk or transfer by payment order to the account the amount of the security deposit in the size established by the Bank's tariffs, as well as the amount of the rental fee for the entire rental period.

6.14.3. Within three days, to provide documents and information required by the Bank necessary for the Bank to monitor the Lessee's operations for the purpose of countering criminal activity and the legalization (laundering) of criminal proceeds, as well as for the Bank to carry out identification and verification of the client and their authorized persons (if any), and to notify the Bank of any changes.

6.14.4. In the presence of a Bank employee, to personally ensure that the key and Safe are in good working order and can be used for their intended purpose. After the key and safe are transferred to the Lessee, claims from them regarding their malfunction are not accepted.

6.14.5. To use the safe in accordance with its intended purpose.

6.14.6. To prevent deterioration of the Safe's condition, or damage to the Safe key and lock. The Lessee shall immediately notify the Bank of any malfunctions.

6.14.7. To store the Safe key and not transfer it to other persons. In case of loss or damage of the key — immediately notify the Bank in the form of a written statement about the loss of the Safe lock keys and the opening of the Safe. Opening of the Safe by application is carried out after payment of damages for the loss of the Safe lock key in accordance with the tariffs, provided that the Lessee appears. If the delay occurred after the application was submitted but before the Safe was opened, the Lessee is obliged to pay a rental fee based on the Bank's daily tariffs for each day of delay according to the Bank's tariffs.

6.14.8. If the amount of damage to the Bank from the loss of a key or damage to the Safe exceeds the amount of the security deposit, the Lessee is obliged to pay the Bank the difference between the damage amount and the security deposit amount to the Bank's account no later than 10 days from the date the claim was issued in the form of a Notification.

6.14.9. To follow the recommendations of Depositary employees when using the Safe.

6.14.10. Before the expiration of the last calendar day of the Safe rental, to remove the storage item and hand over the key to the Depositary employee.

6.14.11. In case of delay in vacating the Safe, to pay in full the rental fee for the use of the Safe based on the Bank's daily tariffs for each day of delay in the amount approved by the Bank's tariffs.

6.14.12. Not to store prohibited items in individual safes (cells) of the Bank according to the list specified in section 3 of this Agreement.

6.15. Rights of the Lessee:

6.15.1. To terminate the agreement at any time and surrender the safe and its key to the Bank, in which case the rental fee paid in advance is not refundable;

6.15.2. To use the Safe directly or through an authorized person (the right of the authorized person to perform operations with the Safe Contents is confirmed by a Power of Attorney executed according to legal requirements);

6.15.3. To receive consultations on issues arising from the Agreement.

7. Term of this Agreement, Procedure for its Termination

7.1. This Agreement enters into force from the date of its conclusion by the Bank and the Client and remains in effect until terminated at the initiative of the Bank and/or the Client, with the exception of services for the storage of valuables in individual bank cells.

7.2. The basis for the termination of the Agreement is 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 the Client a corresponding written notice. In the event of non-performance by the Client of the obligations provided for by this Agreement, the Bank shall block any non-returned Cards.

7.4. Upon termination of this Agreement:

- the remuneration paid by the Client for Card servicing is not refundable;
- the balance of funds in the account is transferred to the Client's settlement account at OJSC "Eurasian Savings Bank" or by transfer to any bank account specified by the Client, subject to the Bank's deduction of commission for the corresponding Card operation performed in accordance with the written instructions received from the Client.

7.5. The Client is entitled to terminate the Agreement at any time by notifying the Bank in writing 30 days prior to the intended date of termination of the Agreement, provided that full settlement with the Bank under this Agreement has been made and the Safe keys have been returned. In the absence of the Client's debt to the Bank, any payment made in advance is not refundable.

7.6. If the Client does not 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 of the Client's failure to repay the debt for the use of the Safe and other payments, the Client will be notified by letter (with acknowledgment of receipt) regarding the possibility of opening the safe and removing the Enclosed Items. Upon the expiration of 10 days from the moment the letter is received, in the absence of any actions by the Client aimed at repaying the existing debt, the Bank is entitled to perform the opening of the Safe by breaking in without the Client's presence, according to the procedures established at the Bank, sealing the Enclosed Item and storing it in a specially designated vault of the Bank.
- The contents of the safe cell are 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 Bank income.

8. Liability of the Parties

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

8.2. The Parties bear mutual responsibility for the violation of obligations under this Agreement only in the amount of actual damage and subject to the fault of the guilty Party.

8.3. Responsibility for damage arising from unauthorized access by third parties to Internet Banking is assigned to the guilty party.

8.4. In the event of proper performance by the Bank of its duties according to this Agreement, the Bank is not 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 in Internet/Mobile Banking.

8.6. After the Client changes the temporary password, the Bank does not have information regarding the Client's password; the Client's password is not 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 responsible for transferring 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 payment refund and is not liable if the Client incorrectly specified the payment details, nor in the event of a Client's request for a payment refund.

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

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

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

8.11. In case of untimely notification by the Lessee regarding the loss of the safe (cell) key, the Lessor is not liable for the safety of the items enclosed in the Safe.

8.12. The Bank is liable for:

1. Disclosure of banking secrets in accordance with the current legislation of the Kyrgyz Republic;
2. An operation erroneously performed on the account through the fault of the Bank. The Bank's liability in this case is limited to the cancellation of the erroneously performed operation.

8.13. The Bank is not liable for:

1. Refusal by a third party to service the Card;
2. The quality of goods and services purchased using the Card;
3. Limits, restrictions, and additional remuneration (interests) on the Card established by a third party, which may affect the Client's interests;
4. Consequences of the Client's untimely application to the Bank with a request to Block a lost/stolen Card;
5. Situations related to failures in the operation of systems ensuring the receipt, processing, and transmission of data on operations performed using the Card;
6. Possible negative consequences of access to conduct any operations via the Internet, including, but not limited to: the risk of unauthorized operations by third parties on the Card via the Internet;
7. Operations performed before the Card was blocked in the case of loss, theft, or other illegal use of the Card;
8. Operations performed before the moment the Card was blocked for which settlement occurs after the moment the Card was blocked;
9. The period from the actual change of the Client's details until the notification of the change of details according to the Agreement; during this time, information will be transmitted to the Client using their old details.

8.14. The Client is liable for:

1. Untimely application to the Bank with a request to Block a lost/stolen Card;
2. Failure to return to the Bank funds erroneously or excessively credited to the account in accordance with the current legislation of the Kyrgyz Republic and this Agreement;
3. Unauthorized payment by a third party conducted using the Client's Card in the amount of the Unauthorized payment including the Bank's commissions;
4. Executing a payment in the event that the Client transferred the Card and compromised the codeword and/or PIN code and/or three-digit verification code CVV2 to a third party;
5. Performed Card operations, including those performed by third parties using the Card, its analogue, or Card details;
6. Violations of the terms of this Agreement by the Client;
7. Possible negative consequences of access to conduct any operations via the Internet, including the risk of unauthorized operations by third parties on the payment Card via the Internet;
8. Executing a payment if the Client, due to non-performance or improper performance of duties regarding Card safety, compromised the codeword and/or PIN code and/or three-digit secret code (CVV2) (hereinafter "Card Details") and did not take all possible measures to prevent access to the card details by third parties, regardless of the territory where the operation was performed;
9. Expenses and legal costs incurred by the Bank through the fault of the Client, in the full amount of losses caused to the Bank;
10. 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 fulfill one of the Bank's requirements specified in this Agreement on time, the Bank is entitled to debit the amount of debt related to the performance of this Agreement from the Client's accounts in KGS and in foreign currency held at the Bank, and to initiate the debt collection procedure. All expenses for such legal procedures shall be accepted and paid by the Client.

8.16. The Bank is not obliged to prove the Client's action in compromising 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 equal 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' details, or by placement on the Bank's website, are considered delivered to the addressee in the proper form.

9.3. The Parties are obliged to timely check the correspondence arriving at their email addresses. The Bank is obliged to timely update information related to this Agreement on its website, and the Client is obliged to track these 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 exempt from liability for non-performance or improper performance of obligations under the Agreement for the duration of force majeure circumstances.

10.2. Force majeure circumstances are understood as extraordinary and unavoidable circumstances under the given conditions that prevent the Parties from fulfilling 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 areas officially recognized as such, as well as actions of the legislative and/or executive authorities of the Kyrgyz Republic and the National Bank of the Kyrgyz Republic that prohibit or restrict activities directly related to the subject matter 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 any disputes and disagreements that may arise between the Bank and the Client during the implementation of this Agreement are settled on the principles of goodwill 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 legislation of the Kyrgyz Republic. The Parties agree and recognize that any disputes arising out of or related to this Agreement, including disputes concerning the conclusion, breach, termination, cancellation, or invalidity of this Agreement, shall be subject to resolution in accordance with the legislation of the Kyrgyz Republic.