



Approved
by the Resolution of the
Board of OJSC
"BAKAI BANK"
Minutes No. 62
of December 29,
2021.

Terms of banking services for individuals of OJSC "BAKAI BANK"

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Chapter 1: Terms and definitions The following terms and definitions are used in this document:

Authentication is an establishment (confirmation) of a person's identity by checking the authenticity of the presented identifier (PIN-code, login, etc.).

Bank - Open Joint Stock Company "BAKAI BANK".

Beneficial owner - natural person(s) who ultimately (through a chain of ownership and control) directly or indirectly (through third parties) owns or controls a customer or an individual on whose behalf or in whose interests a transaction (deal) is executed.

Contactless card is a payment card, which is equipped with a built-in chip and antenna transmitting information on the payment via radio channel to contactless terminal. At points of sale and service, it is sufficient to attach the card to the device (if the device supports the functionality), debiting takes place without entering the PIN-code within the limits set by the bank; if the limit is exceeded, entering the PIN-code or carrying out the operation through the chip will be required.

Verification - a procedure of verification of identification data of the Customer and/or the beneficiary owner.

Depositor is a person, who has deposited money to the Bank or in whose name money has been received by the Bank from a third party, and has acceded to these Terms and Conditions of banking services for individuals of "BAKAI BANK" OJSC.

Depositor means an individual, who replenishes the Deposit/Account of the Depositor, and/or opens the Deposit in favour of the Depositor.

A statement is a document reflecting movements in an account for a certain period.

Cardholder - the Bank's Client, an individual in whose name the card has been issued and who has the right to carry out transactions with the card on the basis of this Agreement.

Deposit (bank deposit) - monetary funds in national or foreign currency placed by individuals and legal

entities with the Bank for the purpose of keeping and receiving income for a specified period either until demanded or until occurrence (non-occurrence) of a circumstance (event) specified in the concluded agreement.

Remote Banking Services (RBS) - enabling the Bank to perform banking transactions without coming to the Bank, using various telecommunication channels: the Bank's self-service devices, Internet banking/mobile banking, etc.

Indebtedness - means all and any debts of the Client to the Bank under this Agreement and/or separate agreements, including, but not limited to the amount of principal debt, remuneration, commission fees of the Bank, and other debts, which may arise for the Client towards the Bank under this Agreement or separate agreement.

Application - application form for banking services - an application of an individual for opening and maintenance of a bank deposit/account, issue and maintenance of bank payment cards, lease of banksafes, provision of the above services, including through remote service channels (Internet banking and/mobile banking) and adherence to the Terms and Conditions of banking services. Applications may be: For existing Customers of the Bank:

- Application of an individual for opening of a term deposit and adherence to the Terms and Conditions of banking services for individuals;
- Application for connection of Internet banking/mobile banking and adherence to the Terms and Conditions of banking services for individuals;
- Application form of an individual for issue of a bank payment card and adherence to the Terms and Conditions of banking services for individuals;

For new Customers of the Bank:

- Application form of an individual for opening of an account/for opening of a metal account of responsible storage of refined precious metals bullion/issuance of a bank payment card and adherence to the Terms and Conditions of banking services for individuals;
- Application form of an individual for opening of a term deposit and adherence to the Terms and Conditions of banking services for individuals;
- Application form of an individual for issue of a bank payment card and adherence to the Terms and Conditions of banking services for individuals;
- Application form of an individual for lease of an individual bank safe deposit box and adherence to the Terms and Conditions of banking services for individuals;
- Application for additional services on bank payment cards.

Identification - the procedure establishing personal data of Client and/or beneficial owner.

Internet banking, mobile banking is a system of remote banking services for individuals of the Bank via the Internet/telephone network;

Card - a payment instrument enabling its Holder to carry out transactions for purchase of goods, services, receipt of cash in national and foreign currencies through terminals or other devices, as well as a means of access of the Cardholder to the Card Account to manage funds on the Card Account, including for accounting and transactions with precious metals placed on the unallocated metal account opened with the issuer.

Client - an individual who has concluded a Bank servicing agreement with the Bank.

Customer code - the Customer's number in the Bank's databases.

An impersonal metal account is an account of the Customer opened by the Bank for accounting precious metal in grams without specifying its individual characteristics (assay, manufacturer, bullion serial number, year of manufacture, etc.) and performing operations specified in this Agreement.

Overdraft - a form of a short-term loan, the granting of which enables the Customer to make payments in excess of the amount available in the Customer's Account, within the amounts and under the conditions specified in the Banking Services Agreement.

Bank's operational day is a period of time during which the Bank accepts and carries out crediting, debiting, transferring of the Customers' funds and other banking operations and transactions.

Safe deposit box - individual bank safe;

Party/Parties - the Bank and the Customer;

Tariffs current amounts the Bank's fees and commissions charged for banking and other services provided by the Bank.

Technical Overdraft - the amount of funds spent by the Customer in excess of the Card Account balance and in excess of the set Overdraft. The Technical Overdraft shall be repaid not later than within the term specified in the Agreement. Interest shall accrue on the amount of the Technical Overdraft in accordance with the Bank's Tariffs.

The Bank's self-service devices - ATMs and payment terminals of the Bank;

A natural person is a citizen of the Kyrgyz Republic, a foreign citizen, a stateless person.

Electronic Document (ED) - a document whose information is presented in an electronic format.

PUSH-notifications/SMS-notifications are notifications informing about the movement of funds on the Card/Account, payment codes and other information on the Card/Account, distinguished by the delivery channel: SMS-message or pop-up notification on the mobile phone screen.

SMS-notification is a service provided to individuals - holders of Bank payment cards of the Bank, who are subscribers of mobile operators, under which the Bank notifies the Client through SMS-messages about the transaction on the account made with the use of the Card or its details.

3D Secure is a modern technology of card payments security in the Internet that allows to further identify the Cardholder by entering a 3D Secure password and minimize the risk of online card fraud.

Chapter 2: General conditions

1. These Terms and Conditions of banking services for individuals of "BAKAI BANK" Joint-Stock Company (hereinafter - "Terms and Conditions of banking services") and Application form for banking services (hereinafter - "Application"), duly completed and signed by an individual (hereinafter - "Client"), together constitute a Banking Services Agreement (hereinafter - "Agreement") concluded between the Client and "BAKAI BANK" Joint-Stock Company (hereinafter - "Bank").
2. The Agreement shall be deemed concluded from the moment of receipt by the Bank from the Client of the respective Application for banking services. An Application may be provided by the Client in paper form in the form established by the Bank, signed by the Client in his/her own hand, or using remote service channels (if technically implemented) with application of means of identification and authentication of the Client, determined by these Terms of banking servicing. In this case the Bank shall use remote identification and verification of the Client.
3. One copy of the Application for banking services with a mark of its acceptance by the Bank shall be submitted to the Customer and shall be the document certifying the conclusion of this Agreement.
4. The Agreement defines the terms and procedure for the provision of comprehensive banking services to the Customer, including but not limited to:
 - opening, maintenance, closing of the bank deposit/account;
 - issuance and maintenance of bank payment cards;
 - leasing of bank safes, etc;
 - provision of services on cash transactions, transfers and payments in different currencies, including through RBS channels.
5. The Agreement shall apply to transactions made on the Customer's bank accounts (hereinafter referred to as "accounts") in the national and foreign currencies.
6. The Client acknowledges, agrees and accepts that accession to these Terms and Conditions of banking services by signing the application for banking services or an electronic order of the Client, executed through RBS with the use of means of identification and authentication of the Client, is a legally significant action equal to the handwritten signature of the contract of banking services on paper.
7. Within the framework of complex servicing the Bank shall provide the Customer with an opportunity to receive at the Bank's branches and/or through remote service channels banking products and use services, information about which is available on the official website of the Bank at www.bakai.kg and/or at the Bank's branches, subject to successful identification and authentication of the Customer (unless otherwise stipulated by the Agreement).

8. The basis for the provision of services to the Client under this Agreement shall be the relevant application for banking services or an electronic order of the Client executed through RBS with the use of means of identification and authentication of the Client.
9. Provision of banking services and products not included in this Agreement may be regulated by separate contracts, agreements and service rules (terms and conditions) concluded/established both before and after conclusion of this Agreement. In the event of contradictions between the provisions of this Agreement and the contracts, agreements and service rules relating to any particular accounts, banking services and products, the respective separate contracts, agreements and service rules shall prevail, unless otherwise specified in the Agreement.
10. The Customer undertakes to duly perform the terms and conditions of this Agreement.
11. This Agreement is a standard (standard) form and shall not be subject to change by the Client. The Bank shall have the right to unilaterally amend the Agreement, whereby the Bank shall post information about the amendments on the official website of the Bank at www.bakai.kg and on the information stands of the Bank's branches in advance in accordance with the requirements of the legislation of the Kyrgyz Republic. If the Customer does not agree with the amendments to the Agreement, the Customer may terminate the Agreement by notifying the Bank thereof in writing by submitting an Application for termination of the Agreement in the form prescribed by the Bank. If the Bank has not received a written application for termination of the Agreement before the new version of the Agreement enters into force, the Bank shall consider this to be an expression of Customer's consent to the amended provisions of the Agreement.
12. Prior to concluding this Agreement, the Customer is obliged to get acquainted with the text of the Agreement and all documents attached thereto. The text of the Agreement is posted on information boards in the Bank's branches and on the Bank's official website www.bakai.kg.
13. Versions of this Agreement current as of each date shall be kept in electronic form in a special section on the Bank's official website, as well as in hard copy at the relevant structural unit of the Bank.

Chapter 3: Bank accounts

1. General terms and conditions of account opening

- 1.1. The Bank, provided that the Client submits all documents required for account opening, undertakes to open the Client's account(s) in the currencies specified in the Client's Application. If the Client fails to submit the documents required for account opening and the documents required to meet the requirements of identification and verification of the Client and the beneficial owner, as well as other measures of due diligence of the Client, the Bank reserves the right not to enter into/terminate this Agreement or suspend all operations on the Client's account.
- 1.2. Accounts shall be opened in currencies specified in the Customer's Application. The Bank undertakes to credit to them the funds in the national/foreign currency received in favour of the Customer, to execute the Customer's orders to transfer or withdraw the funds from the Account in accordance with the legislation of the CR, regulatory documents of the Bank and this Agreement.
- 1.3. The Account shall be opened through the Bank's branch based on the Account opening application in the form prescribed by the Bank, duly completed and signed by the Customer and the Bank, upon presentation of an identity document by the Customer. The Application shall specify: the Bank branch where the Account is opened, the Account currency, interest rate for the deposit, other conditions.
- 1.4. A copy of the Application for adherence to these Banking Terms and Conditions with the Bank's stamp on the Account opening shall be the document confirming the fact of the bank account agreement conclusion.
- 1.5. Account opening through remote service channels (in case of technical implementation) may be performed on the basis of the Client's electronic order executed through RBS using the Client's identification and authentication tools specified in the Agreement. The Client's electronic order, a protocol of transactions in the Bank's relevant automated system confirming the correct identification and authentication of the Client and the completion of the transaction in the system shall be the documents confirming the Client's expression of will to open the Account. Storage of

Applications and/or confirmations of the Bank for opening of the Account shall be made electronically in the Bank's Database.

- 1.6. The Bank shall charge a fee for servicing the Account and executing the Customer's orders in accordance with the effective Price list.
- 1.7. Account maintenance costs incurred in a foreign currency shall be charged in the foreign currency or in the national currency at the NBKR accounting rate on the day of the transaction.
- 1.8. In case new accounts are opened for the Customer on the basis of its Applications during the term of this Agreement, its provisions shall also apply to the newly opened accounts from the moment of their opening.
- 1.9. The Account number shall be communicated to the Customer by any means of communication after its opening. If necessary, the Bank shall be entitled to change the number assigned to the Customer's Account. At that, in accordance with the requirements of the legislation of the Kyrgyz Republic, the Bank shall preliminarily post information about the changes on the official website of the Bank at www.bakai.kg, on the information boards in the Bank branches, as well as by sending SMS and/or Push notifications to the Customer's mobile device.
- 1.10. The Customer may dispose of the funds in the Accounts using electronic forms of settlement and payment documents with the use of handwritten signature analogues, codes, passwords and other means confirming the Customer's right to dispose of the funds.
- 1.11. The Customer shall independently exercise proper control over the transactions performed (debiting, refunding, etc.), as well as over the Account balances.
- 1.12. The Bank shall perform operations on the Account in accordance with the legislation of the Kyrgyz Republic, banking rules and business practices applied in the international banking practice.
- 1.13. To carry out transactions on the Customer's Account the Bank shall have the right to engage other banks and/or financial-credit institutions, and/or payment organizations, and/or payment system operators at its discretion.
- 1.14. Funds in foreign currency received in favor of the Customer shall be credited by the Bank not later than on the banking day following the day of receipt of the Bank's account statement at the respective correspondent bank.
- 1.15. In cases where the documents serving as grounds for crediting funds to the Customer's Account contain incomplete, distorted, inaccurate or contradictory information, or such documents are missing, the Bank shall be entitled to withhold the crediting of the amount received to the Customer's account until the document containing the necessary information is received. The procedure of investigation by the Bank in such cases shall be determined by the rules established by the Bank. The Bank shall also be entitled to return the amount to the sender if the document does not contain the information necessary for complete identification of the Customer or if incorrect information is provided.
- 1.16. The Bank may additionally request from the Customer documents related to the transaction performed on the Customer's account (including agreements, contracts, invoices, etc.), as well as, if the Customer is a US taxpayer, US Internal Revenue Service reporting forms and other documents. If the Customer refuses to provide the requested documents, the Bank is entitled to refuse to perform the transaction, unilaterally terminate this Agreement and close the Customer's Account.
- 1.17. If the Client is a US taxpayer, the Client hereby authorizes the Bank to provide information and reporting to the US Internal Revenue Service on the Client/its transactions, as well as to comply with other requirements of the United States Foreign Account Tax Act.
- 1.18. Transactions with funds on the Customer's accounts shall be carried out on the basis of the Customer's order under the terms and conditions provided for in this Agreement. The funds shall be debited from the Accounts without the Customer's order in cases stipulated by this Agreement, as well as in cases when such debiting is stipulated by the legislation of the Kyrgyz Republic.
- 1.19. The Client's order to write off funds from the Accounts may be given by submitting to the Bank a payment order, application for transfer, application for conversion, etc. in the prescribed form. The Client's Order to the Bank may be given by means of electronic communication and/or using RBS channels in the manner prescribed by this Agreement.

- 1.20. The Bank shall have the right to refuse to execute a Customer's order if one or several details are missing or illegible, or if an incorrect detail is indicated, the order is not signed or is signed by a person who has no right to manage the Account, or it is written out for an amount that exceeds the balance of the Account, and there is no overdraft (account crediting) on the Customer's account, if there are not enough funds on the account to pay the Bank's commission for banking services to be paid until the Customer's order is executed, as well as in cases when the account has been seized by the state authorities.
- 1.21. Funds debiting transactions shall be performed within the Account balance. If the Bank has established an overdraft on the Account, the Bank will execute the Customer's payment documents in case of insufficiency or lack of funds on the Account, but within the limit set by the Bank.
- 1.22. The Bank accepts the Customer's orders for payments in national/foreign currency during the business hours set by the Bank. The duration of the business hours and operational day is set by the Bank and communicated to the Customers on information boards in the Bank's branches and on the Bank's website www.bakai.kg
- 1.23. When rendering banking services, cash settlements on accounts shall be made with rounding of the amount as follows:
- if the amount of tyiyn balance is between 1 and 24 tyiyn, the amount of tyiyn balance is zeroed;
 - if the amount of tyiyn balance is from 25 to 49 tyiyn the amount of tyiyn balance shall be rounded up to 50 tyiyn;
 - if the amount of tyiyn balance is from 50 to 74 tyiyn, the amount of tyiyn balance shall be rounded to 50 tyiyn;
 - if the amount of tyiyn balance is from 75 to 99 tyiyn, the amount of tyiyn balance shall be rounded up to 1 som.
- Rounding amounts are credited to the Bank's income or expense as appropriate. Non-cash settlements are carried out without rounding of the Tyiyn balance.
- 1.24. The Bank shall not be liable for possible delays, losses or other consequences related to delay or loss of funds, if they occurred due to incorrect indication of the beneficiary's details (including the beneficiary's bank details).
- 1.25. In case of insufficient funds on the Customer's account for payment of all settlement documents, the Bank shall make payments in the order established by the legislation of the Kyrgyz Republic.
- 1.26. Disbursement of cash in the amount exceeding the limit set by the Bank or its equivalent in other currencies shall be made by the Bank within the terms set by the Bank's Tariffs.
- 1.27. Without the Customer's order and consent, sums of money shall be debited from the Customer's account:
- on the basis of enforcement documents in accordance with the legislation of the Kyrgyz Republic,
 - at the request of authorized state bodies and other persons entitled to do so under the laws of the Kyrgyz Republic,
 - mistakenly credited to the Client's Accounts,
 - the Bank's commission fee for the provided bank services according to the Bank's Tariffs,
 - in repayment of the granted loan/overdraft, as well as the arisen technical overdraft on the account and the established interest,
 - as well as other amounts of funds under the Customer's liabilities towards the Bank, including those not related to banking services, but arising from other legal relations between the Bank and the Customer.
- 1.28. The Bank shall guarantee bank secrecy of the Customer's Accounts in accordance with the applicable laws of the Kyrgyz Republic. Provision of information on the Customer's transactions and Accounts to third parties, as well as the suspension of Account transactions (except for cases provided for in this Agreement) shall be carried out only in cases and in accordance with the procedure provided for in the laws of the Kyrgyz Republic. The Bank shall have the right to provide information about the Customer and its transactions at the request of Correspondent Banks, which participated in the Customer's transactions, including Acquiring Banks without additional consent of the Customer.
- 1.29. Performing banking transactions and/or transactions with the Bank using the Bank's peripheral devices (terminals, ATMs, etc.) and means of mobile communication (mobile telephones) with the Client's confirmation of consent to the Bank's terms and conditions for one or another

the transaction/transaction with the use of such equipment and devices shall be considered the Customer's entering into a contractual relationship with the Bank (entering into a relevant agreement) on such transaction/transaction and acceptance of all conditions specified in the system.

- 1.30. The Bank is a member of the deposit protection system according to the Law of the Kyrgyz Republic "On Protection of Bank Deposits" and guarantees in case of a guarantee case according to the above mentioned law to pay compensation to a Client (depositor) by the Deposit Protection Agency of the Kyrgyz Republic in the manner, amount and terms stipulated by the law.
- 1.31. The account shall be closed on the basis of the Client's Application or in accordance with the procedure stipulated by the legislation of the Kyrgyz Republic and this Agreement.
- 1.32. This Agreement shall apply to the Accounts opened both before and after the conclusion of the Agreement, as well as to demand deposits, impersonal metal accounts, safe deposit box rental services and other banking products stipulated by the Agreement and opened/provided to the Customer under the Agreement.

2. Terms and Conditions of Demand Deposit Account

- 2.1. The demand bank deposit account shall be opened on the basis of the Customer's Application and shall not be intended for commercial and/or other similar banking operations.
- 2.2. On demand deposit account, in addition to personal funds of the Customer in cash and non-cash payments may be credited (by transfer): wages, royalties, pensions, alimony, social benefits, payments related to inheritance, fees for sale of personal property owned by the account holder, funds from other bank account of an individual, and other income and payments not related to performance of entrepreneurial and/or similar activities by the account holder. The Customer may make personal payments, including payments for goods purchased for personal purposes (services rendered), utility payments and other similar payments of personal nature which are not related to performance of entrepreneurial and/or similar activities by the account holder from a demand deposit account of a private person.
- 2.3. No interest shall be accrued on demand bank deposit account, unless a separate agreement between the Parties provides otherwise.
- 2.4. Demand deposit bank account transactions are made in the deposit currency.
- 2.5. The Bank is entitled to unilaterally close the Demand Deposit in case of
 - absence of funds for more than 12 (Twelve) months and/or absence of movements on the demand deposit (receipts and write-offs of funds on the Client's order (or instructions)) by sending a written notice to the Client 1 (one) calendar month prior to the account closing date. The notice shall be sent by the Bank to the Customer's last known address.
 - The Customer has not submitted the relevant documents required to meet the requirements of identification and verification of the Customer and the beneficial owner, as well as other measures of due diligence of the Customer, conducting transactions on the account;
 - inaccurate documents have been submitted.
- 2.6. When closing the Customer's Accounts in accordance with the terms and conditions of this Agreement, the Account balance shall be issued to the Customer or transferred to another account upon the Customer's written instruction within 5 (five) business days, except as provided by clause 5.1 of this Agreement.
- 4.10 of this Agreement.
- 2.7. The Bank shall notify the Customer at the last known address and/or by phone/email message to the Customer's mobile number/email about the need to receive the balance of funds, and in case of absence of the Customer and/or absence of confirmation of receipt of mobile/email message, the balance of funds shall be kept on the system account (balance) of the Bank.
- 2.8. The bank is obliged to:**
 - accept any amounts of money from the Customer and credit them to the Demand deposit account to issue the deposit amount in full or in part to the Customer at his first request.
- 2.9. The Customer may dispose of the funds in the Demand Deposit Account.

2.10. The Customer shall not be entitled to perform other operations except for those specified in clause 3.2.2 of this Agreement, unless the Customer is otherwise informed by posting this information in the operating room of the Bank's branches.

3. Terms of the Term Deposit Account:

- 3.1. On the basis of the relevant Application, the Bank undertakes to open a Term Deposit Account for the Customer, accept the funds (Deposit) from the Customer, return the Deposit amount and pay the interest in accordance with the procedure provided for in this Agreement and the relevant Application.
- 3.2. Opening of certain types of Deposit, via RBS (in case of technical implementation) shall be performed on the basis of an electronic order for opening of Client's Deposit, executed via RBS using the means of identification and authentication of Client specified in the Agreement. The order to open a Deposit through RBS, the protocol of Deposit opening transactions in the relevant automated system of the Bank, confirming the correct identification and authentication of the Client, and the execution of the transaction through RBS shall be the confirmation of the will of the Client to enter into a Term Deposit Agreement with the Bank.
- 3.3. Confirmation of depositing funds on the agreed terms shall be an order to open a Deposit by Customer in RBS, whereby Customer agrees and confirms that it has entered into a term deposit agreement with Bank, which shall be equivalent to a written agreement.
- 3.4. Interest on the Deposit amount is accrued according to the interest rate effective on the day of Client's opening the Deposit and based on the accrual method appropriate for this type of Deposit. The interest rate on the Deposit shall remain unchanged until the end of the term of the Term Deposit.
- 3.5. The interest accrual period starts on the day following the day when the funds are credited to the Deposit Account and ends on the day preceding the Deposit expiry date.
- 3.6. The Deposit is returned by the Bank on the maturity date. In case the Deposit return date falls on a weekend or holiday, the Deposit shall be returned on the next business day.
- 3.7. Interest is paid monthly on a fixed date or upon maturity of the Deposit, unless otherwise specified in the individual terms of the Deposit. In the event that the interest payment day falls on a weekend or holiday, the interest is paid on the next following business day.
- 3.8. Types and terms of Deposits, interest rates and amounts of annual effective rate (Product Passports) are available on the Bank's information website www.bakai.kg, as well as in all branches of the Bank.
- 3.9. In case of Customer's failure to appear at the end of the Deposit period and not claiming the Deposit amount and accrued interest, the funds shall be transferred to the Customer's Demand Deposit Account, unless otherwise specified in the Deposit's special terms and conditions.
- 3.10. The annual effective interest rate is not used in calculating the interest on the Term Deposit and is provided for information purposes only.
- 3.11. The Customer is entitled to withdraw the Deposit and the interest accrued in accordance with the terms of the Deposit prior to maturity by giving 3 (three) business days' prior written notice to the Bank. In case of early withdrawal, the interest is recalculated according to the Deposit Terms and Conditions.
- 3.12. If the Bank made monthly payments of interest to the Customer, the overpaid amount of interest is subject to withholding from the principal amount of the Deposit.
- 3.13. The deposit made under this Agreement is insured according to the procedure, amounts and conditions stipulated by the legislation of the Kyrgyz Republic.
- 3.14. All other material terms and conditions of opening a Term Deposit Account shall be specified in the relevant Client's Application.

Chapter 4. Procedure for issue and servicing of bank payment cards

1. In order to carry out card transactions, a bank account (hereinafter the "Cardholder") shall be opened for the Customer (hereinafter the "Card Account"), the conditions of which are described in Chapter 3 of this Agreement.

2. The bank on the basis of the Application issues to the Holder a bank payment card, hereinafter referred to as the "Card", transfers it to the Cardholder for a fee, the amount of which is established in Tariffs of the Bank, for conducting by it of the card transactions provided by the present Agreement.
3. The Customer shall be obliged to get acquainted with the Tariffs and the Rules for the use of bankpayment cards posted on the official website of the Bank at www.bakai.kg.
4. The Card is the property of the Bank, transferred to the Cardholder for use and withdrawn by the Bank upon expiry of the Card or closure of the Client's bank account.
5. The Cardholder shall be issued a PIN code together with the Card. The PIN may be issued by the Bank in a PIN envelope or through remote banking channels. Thereafter the Customer shall have the right to change the PIN code.
6. The money funds received by the Bank in favor of the Holder, are credited to its Card-account no later than the day following the day of receipt by the Bank of all necessary documents.
7. For service "SMS notification" the Bank charges a fee on a monthly basis without acceptance according to the current Tariffs of the Bank by writing off funds from the card-account of the Holder. In case of lack or insufficiency of funds on the card-account of the Holder, the Bank has the right to suspend rendering of the given service.
8. Cards are connected to 3D Secure technology in automatic mode. In case the Cardholder has informed the Bank with an incorrect mobile phone number, the service cannot be connected.
9. The Card shall not be used by third parties, otherwise the Bank may unilaterally terminate the Agreement and withdraw/block the Card, except in cases provided for by the current legislation of the Kyrgyz Republic. In this case, all risks for the transactions shall be borne by the Card Holder.

10. The bank has the right:

- upon the Cardholder's written request to block and unblock the Card after the identification procedure.
- in order to ensure security and reduce the risks of unauthorized transactions by third parties, set restrictions and limits on transactions with the Card at its own discretion.
- terminate the service, block or withdraw the Card in cases of
 - 1) non-performance of cardholder his/her obligations, provided by this Agreement;
 - 2) violations of the Rules on the use of bank payment cards;
 - 3) failure to provide the documents requested by the Bank;
 - 4) suspicions of suspicious, fraudulent transactions or uncharacteristic Card transactions by the Customer;
 - 5) termination of this Agreement;
 - 6) the expiry date of the Card;
 - 7) in accordance with the requirements of the Payment Systems Rules and the legislation of the Kyrgyz Republic.
- to refuse to satisfy the Cardholder's claims regarding shortage(s) when receiving cash from the ATM in case there is no surplus in the ATM.
- to re-issue the Card in connection with the expiry date, change of technical or other characteristics of the Card, in cases of requirements of the payment system and in other cases requiring re-issue of the Card determined by the Bank independently without the Application of the Cardholder. Reissuance or replacement of the Card at the request of the Cardholder shall be carried out on the basis of the Cardholder's application, submitted in person to the Bank's outlet, or by electronic communication channels in scanned form, or through remote banking service channels.
- refuse to satisfy the Customer's claims in case of untimely/incorrect application to the Bank to block his/her Card in case of loss/theft.
- not to provide "SMS notification" service, if the Client has indicated an incorrect mobile phone number in the Application or has not indicated it at all, or if the Client does not have enough funds on the card to pay for this service.
- block the Card in case of technical overdraft. At that, the number, frequency and amounts of technical overdrafts resulting in blocking of the Card shall be determined by the Bank independently in each particular case.

- to cancel the Card and not to return the commission fee paid to the Customer if the Customer fails to come to the Bank to receive the Card within more than 6 (six) calendar months after the Application submission date.
- not to accept for consideration a claim on the card transaction after 45 (forty five) calendar days from the date of its execution.
- upon expiry of the Card validity period and detection of no transactions within the last 12 (twelve) months, to close the card account with the following conditions:
 - If the balance of funds in the card account is less than 100 KGS (in equivalent), these funds are credited to the income of the Bank,
 - In case of cash balance on the card account of more than 100 KGS (in equivalent), as well as in case of irreducible balance, these funds are credited to the Bank's liabilities for the purpose of their subsequent refund to the Cardholder under his application.
- The Bank notifies the Cardholder of the formation of a technical overdraft to repay the arisen debt of the Cardholder to the Bank.

11. The cardholder is obligated to:

- to get acquainted with the Terms of use of bank payment cards on the official website of the Bank www.bakai.kg and to comply with the terms and conditions of the Terms and this Agreement.
- carry out Transactions with the Card within the Card Account balance. In case of a Technical Overdraft, immediately repay the amount of the Technical Overdraft and the Fee for the Technical Overdraft.
- recognize as true and authentic all card transactions made by it or a third party using the card or by entering electronic card data, as well as transactions made with the Contactless Card.
- ensure safety, integrity of the Card and confidentiality of the PIN code.
- not to disclose/not to transfer to other persons the information about own Authorization parameters - the Code word, PIN-code, mobile phone number (identifier, password), card number, CVV code. In case of loss of confidentiality of the aforementioned Card data, change the password or contact the Bank. At that, all expenses and losses, which may arise in connection with this, shall be borne by the Cardholder independently and shall not be entitled to demand their reimbursement from the Bank, as they will be considered as committed by the Cardholder.
- to unconditionally reimburse to the Bank all expenses on the Card related to the withdrawal, blocking, entering into the Stop-list, if these actions were taken by the Bank through the fault and/or initiative of the Cardholder;
- to return to the Bank the funds credited to the Card Account erroneously or issued to the Cardholder by an ATM erroneously.
- in case of loss, theft or unauthorized use of the Card, to immediately notify the Bank or the Interbank Processing Centre (hereinafter - IPC) to block the Card.
- until the Bank is notified of the loss of the Card, be responsible for all Transactions performed with this Card by third parties.
- not to allow technical overdraft and regularly monitor the status of the Card Account.
- in case of formation of a technical overdraft, pay to the Bank the full amount of the technical overdraft within 5 (five) business days after receipt of the respective notification. At that, the Bank accrues interest on the amount of the Technical Overdraft according to the set Tariffs.
- within 3 (three) banking days to replenish the Minimum Balance to the required amount (in accordance with the Tariffs), in case of debiting the Minimum Balance for the card transactions, using the Main / Additional cards.

12. The cardholder has the right to:

- to receive, upon request, the card account statement for the required period;
- upon expiry of the Card or for other reasons, submit an application to the Bank for reissuance of the Card;
- to deactivate "SMS notification" service by applying to the Bank in writing or via remote banking channels;

- set/change the cash limits for the additional Card(s) according to the Application, within the Bank's setlimits;
 - apply to the Bank with a verbal or written request to block or unblock the Card (primary or supplementary) according to the procedure stipulated by the Regulations and this Agreement;
 - to apply to the Bank with a claim on disputable transactions within 45 (forty five) days from the date of the Card transaction. Otherwise the transaction shall be deemed confirmed and further claims shall not be accepted by the Bank. At that, if possible, the Bank shall make efforts to return the funds or conduct investigation.
13. The parties agreed that card transactions related to payment for goods and services in trade and service enterprises in the Kyrgyz Republic shall be made in the national currency.
14. Upon a separate agreement of the Parties, the Cardholder may be granted an Overdraft.
15. If the card transaction is made in a currency other than the card account currency, the conversion is made and the funds are debited from the card account, taking into account the Bank's fee, according to the Bank's Tariffs for the amount equivalent to the amount of the card transaction at the exchange rate of the Bank/Payment System at the time of transaction processing.
16. Transactions on the Cardholder's cards are carried out within the established limits.
17. If the Bank's Tariffs provide for a minimum balance on the card account, the Bank blocks the amount approved in the Bank's Tariffs on the card account.
18. The amounts paid (credited) to the Card Account shall be directed, regardless of the purpose of the payment, to repay the Cardholder's debt in the following order:
- repayment of the debt on the Card Account;
 - replenishment of the minimum balance of the Card Account up to the amount specified in the Bank's Tariffs.
 - carrying out transactions at the order of the Cardholder;
19. The Bank shall be liable for erroneous card account transactions carried out through the Bank's fault. The Bank's liability in this case is limited to the cancellation of the erroneously executed transaction.

20. *The Bank is not responsible for:*

- refusal of a third party to service the Card;
- there is no connection between the payment system and the card service point, as a result the transaction completion request is not received by the Bank;
- confidentiality of the information sent to the Cardholder via open communication channels, including SMS-notification, e-mail, faxes, etc., in case if the Cardholder initiated the request via the specified communication channels or gave the order to send such information via the specified communication channels;
- impossibility to perform a transaction in case of seizure of card account;
- the quality of goods and services purchased with the Card;
- limits, restrictions and additional Card fees imposed by a third party that may affect the Cardholder's interests;
- consequences of untimely/undue application of the Cardholder to the Bank or IPC to block the Card due to its loss/theft (main/additional(s)) or PIN-code;
- negative consequences or losses from conducting any transactions via Internet and MOTO (orders via mail or telephone) either by the Cardholder himself or by any third party to whom the card data became known in connection with their use by the Cardholder for payments via Internet, in improper storage of the Card, when third parties had access to the Card, in any other cases that resulted in third parties having data on the Card and/or Cardholder that allow making payments via Internet without consent of the Cardholder;
- unauthorized card transactions with PIN-code or contactless card entered by third parties;
- negative consequences or losses due to fraudulent card transactions in high-risk countries, the list of which is available on the Bank's official website;

- if the Cardholder has violated the requirements of the Regulations and this Agreement regarding the use of the Card and PIN;
- non-receipt by the Holder of "SMS-notification" service due to technical problems, including the default of cellular communication operator, as well as in other cases out of control of the Bank;
- in case of illegal actions on the part of the Cardholder;
- on other grounds stipulated by this Agreement and the Rules.

21. The cardholder is responsible for:

- consequences of untimely notification of the Bank or IPC about blocking of the Card due to loss of the Card or PIN code, compromised Card;
 - failure to return to the Bank the funds erroneously or excessively credited by the Bank or issued to the Cardholder by the ATM;
 - transfer of the Card to third parties and for transactions carried out by them;
 - concealment of suspicious transactions, including fraudulent transactions with the Card;
 - all transactions that can be made over the Internet using the Card and/or Cardholder data, even if the transactions were made not by the Cardholder himself, but by any third party to whom the Card data became known in connection with their use by the Cardholder when making payments over the Internet, in improper Card storage, when third parties had access to the Card, in any other cases that resulted in third parties having Card and/or Cardholder data that allows making payments over the Internet without consent
 - all risks connected with possible access of the third parties to the data of the Card and/or data of the Cardholder, which the latter used when making payments through the Internet using the Card, as well as making any payments through the Internet by the third party, who became aware of the data of the Card and/or data of the Cardholder.
 - for failure to perform or proper performance of the terms of this Agreement, the Rules, as well as for any consequences related thereto in full;
22. The Cardholder accepts all possible losses, damages, etc., arising as a result of making payments via the Internet using the Card and/or the Cardholder's data by a third party, and hereby guarantees that it will not submit claims to the Bank or any claims against it in such cases, as the Bank has previously and fully informed the Cardholder about the possible risks associated with making payments via the Internet using the Card and/or the Cardholder's data. Hereby the Cardholder acknowledges and confirms that he/she is the initiator of providing him/herself the technical possibility to make payments via the Internet using the Card and/or the Cardholder's data, and that he/she releases the Bank from any liability for any consequences that may arise for the Cardholder when making payments via the Internet using the Card both by the Cardholder and by any third party, authorized or unauthorized by the Cardholder.

Chapter 5. Remote Banking (Internet/Mobile Banking)

1. If the Client submits a relevant application, the Bank shall provide the Client with a service via remote banking channels via Internet/Mobile banking systems (hereinafter - RBS) under the terms and conditions provided for in this Agreement.
2. Within the framework of banking service through RBS channels, the Bank provides the Client with an opportunity to perform banking operations, access to which exists through the World WideWeb, or by means of a mobile application allowing access to Internet-Banking through a personal mobile phone.
3. All banking operations through RBS channels shall be executed by the Bank at the Client's request, who shall be given a username, password, PIN and other access codes (hereinafter jointly referred to as RBS Access Codes) to access his/her current accounts through the RBS channel.
4. The Parties acknowledge that Customer's instructions to perform transactions in the RBS system made on the account using the correct username, password and PIN and other codes (if applicable for the transaction), and in case of purchase

The Client's orders received from the Client on paper, executed in accordance with the regulatory legal acts of the Kyrgyz Republic, shall be legally equal to the orders received from the Client on paper.

5. By signing the Application in person or via RBS, the Client confirms that he/she has read and agreed to the terms of this Agreement, the System User Instructions and the Bank's Tariffs for RBS services posted on the Bank's official website www.bakai.kg and has fully adhered to them.
6. The Services shall be provided subject to positive identification and authentication of the Customer in accordance with the procedure specified in this Agreement and the User Instruction.
7. The minimum requirements for the Customer's software to operate under Bakai24 RBS product at the moment:
 - Mobile operating systems: Android v4.4 and above, iOS v7.0 and above;
 - Internet browsers: Internet Explorer 9 and above, Google Chrome v44 and above, Mozilla Firefox v44 and above.
8. On Android-based Bakai24 RBS system, the client (user) is prompted to read SMS (READ_SMS, RECEIVE_SMS) for automatic readout of one-time passwords and readout of transaction confirmation codes.
9. When executing the Customer's instructions and exchanging electronic documents (hereinafter referred to as "ED") the Bank uses encryption software for transmitted information via Secure Socket Layer (SSL) protocol, which allows identifying the parties exchanging data based on electronic certificates, encrypting the transmitted data and ensuring that the data are not distorted in the process of transmission.
10. The Customer acknowledges the SSL protocol as a sufficient and legitimate information encryption method used in transmitting documents between the Bank and the Customer.
11. The Client acknowledges that receiving EDs by the Bank is legally equivalent to receiving paper documents executed in accordance with the requirements of the legislation of the Kyrgyz Republic. The Client authorizes the Bank to use EDs on an equal basis with paper documents, and the Client shall be fully responsible for the content of EDs sent to the Bank for execution.
12. In order to mitigate the risks of preventing fraudulent transactions the Bank applies a protection method based on
 - on confirmation of transactions above the set limits (by amount) with an additional one-timepassword;
 - on sending a message to the Client's email with information about each operation performed in RBS;
 - on confirmation of each interbank transfer, regardless of the amount, with an additional one-timepassword;
13. The list of operations that the RBS System allows to perform is described in the relevant User Instruction posted on the Bank's official website www.bakai.kg
14. Notification of changes in the list of services and tariffs provided by RBS Systems shall be made by posting the electronic version of the new version of the document on the Bank's official website: www.bakai.kg or by sending and/or Push notifications to the Client's Mobile Device.
15. Initial login to the RBS system, access conditions and operating procedures are described in the User Manual.
16. After registration of the Client in the RBS system, the Client will be sent an initial password via SMS, which he/she will have to change at the first login to the system.
17. Access to the RBS system is provided via a web browser only from one device (computer, mobile phone, tablet), if you log in again via a web browser from another device, the old session is reset.
18. The RBS system is available to the Client around the clock. Account service related to payment for utility services shall be available 24 hours a day, except for cases of scheduled technical and/or preventive maintenance by the Bank.
19. Confirmation of sending and/or receipt of the electronic payment document shall be made electronically as part of the operation of the RBS system by receiving notification of sending and/or receipt of the electronic payment document.

20. The conditions, factors leading to the blocking of the user account, as well as the procedure required to unblock the account are described in the User Manual.
21. Loss of control over passwords includes its disclosure to third parties, theft of recorded passwords and their unauthorized use. In all cases of loss of control, the Customer shall immediately notify the Bank thereof in writing or by other available means of communication, whereupon the Bank shall block the Customer's access to the RBS system. The Bank shall also accept an oral application for blocking upon proper identification of the Customer.
22. Telephone numbers and e-mail address of the support service are available on the Bank's website and in the RBS system.

23. *The bank is obliged to:*

- in case of technical problems in the process of using the RBS system, make the necessary efforts and take all possible actions to eliminate them within a reasonable time. At the same time, the Client shall not have the right to make any claims to the Bank, and during the period of fixing of technical problems shall perform banking transactions in the usual manner using paper media;
- immediately block access to the Client's account upon receipt of a relevant request from the Client, in the manner prescribed by this Agreement, or in cases stipulated by the legislation of the Kyrgyz Republic;
- provide new access codes to the RBS system upon the Client's application.
- notify the Client of scheduled technical works that may interrupt access and prevent the use of RBS system by posting information on the Bank's website or by sending an information message via Mobile Banking system and "Internet Banking", including through PUSH notifications.

24. *The bank has the right:*

- unilaterally, at its own discretion, change the Bank's Tariffs, limits and terms of service in the RBS system by placing this information in the Bank's operating room, in the "Mobile banking" and "Internet banking" systems, and on the official web-site of the Bank: www.bakai.kg
- to write off without acceptance (without the Client's consent or permission) from any of the Client's accounts the amounts of the Bank's commissions for the services provided at the time of the operation in the RBS system, as well as to write off the amounts credited by mistake and/or in cases when the fact of erroneous crediting to the Client's account(s) is established, amounts of any debt of the Client to the Bank, as well as in other cases specified in this Agreement and/or the legislation of the Kyrgyz Republic;
- refuse to execute the operation in the RBS system in case of incomplete (incorrect) details specified by the Client for the operation, violation of the term for its execution, inconsistency of the operation with the current legislation of the Kyrgyz Republic, as well as in case of insufficient funds in the Client's account for the operation and/or for payment of commissions of the Bank for the operation performed;
- block Customer's access to Internet Banking system in cases when, in Bank's opinion, there is a breach or attempts to breach security procedures of RBS system;
- suspend operation of the RBS system for installation or change of software and/or preventive maintenance;
- Immediately cancel Customer access and deny access to Internet-Banking system in the following cases
 - 1) on the basis of the Client's oral and written request in cases stipulated by this Agreement;
 - 2) when closing the Client's accounts;
 - 3) when the Client's account is seized/blocked in accordance with the applicable laws of the Kyrgyz Republic;
 - 4) when restrictions are imposed on transactions on the Customer's account;
 - 5) in other cases stipulated by the legislation of the Kyrgyz Republic.
- not accept for execution from the Client the EDs drawn up in violation of the requirements established by current legislation Kyrgyz legislation of the Kyrgyz Republic and/or

- regulations, rules and other internal documents of the Bank.
- not to carry out transactions on the Customer's account in case of insufficient funds on the account.
- suspend settlement services to the Customer using the systems in the following cases
 - 1) technical malfunctions occur during operation of the systems - until these have been eliminated,
 - 2) software changes and preventive maintenance,
 - 3) a dispute arises in connection with the use of this Agreement - until the dispute is resolved.
- as the Bank's RBS products are finalized/modified, to unilaterally change the minimum requirements for the Client's software.

25. Client is obligated to:

- pay for the Bank's services in the RBS system in accordance with the Bank's Tariffs;
- keep secret from third parties the username, password, PIN-code, E-TOKEN-password (if purchased with E-TOKEN) and other access codes (if available) for accessing the account via the World Wide Web or mobile application. In case of detection of transfer of the above information to other persons, the Bank shall be entitled to cancel the current registration of the Client and shall not be liable for the transactions performed by the Client;
- in case of loss (theft) of the password and / or username and / or PIN-code and / or E-TOKEN (E-TOKEN-password) or in case of detection of transactions on the account using RBS system, unauthorized by the Client, immediately contact the Bank by phone with an oral demand to block access to the system (with giving the Bank special data, identifying the Client) or personally; with a subsequent written confirmation of the oral demand by mail or fax not later than within 3 working days after the application. At the same time, the Customer agrees not to raise any claims against the Bank if the Bank was not timely notified thereof in writing;
- check compliance of these details with the bank details of transfer recipients.
- before entering one-time password, received in SMS message and/or Push notification, in the RBS System, check details of operation to be performed with details, specified in SMS message or Push notification, containing one-time password. Enter the password in the RBS System only if the details of the transaction coincide with the details in the SMS or Push Notification containing one-time password, and consent to the transaction.
- regularly monitor the status of their accounts - at least once a week. If the Customer does not object to the payments made from his account no later than the next business day after the transaction, it shall be deemed that the Customer consents to all debit transactions made on his account and all payments made from his account are authorized.
- get acquainted with the requirements of the User Manual posted on the Bank's official website www.bakaj.kg and use the system in full compliance with the aforementioned Instruction.
- comply with security rules and follow the RBS system user's manual, ensure closing of all Internet connection sessions open for system operation after each session.
- in case of necessity to make a payment, provide sufficient amount of money for the transaction and commission fee according to the Bank's valid Tariffs.

26. The Client has the right to:

- give an order to the Bank to block access to the system in accordance with the procedure provided for in this Agreement;
- to change the password;
- in case of blocking of access to the system in cases specified in this Agreement, apply to the Bank to obtain new access codes to the RBS system.

27. The Bank is not liable:

- for errors, delays or inability of the Client to access the RBS system due to malfunction of the Client's equipment and/or communication failure in the communication channels;
- for damage to the Customer's equipment or information stored in the Customer's equipment, for security of the Customer's software and personal computer, personal mobile phone against various viruses and other damages;
- for unauthorized payments made from the Client's bank account;
- for non-execution of Customer instructions via Internet-Banking system, if the Customer's account has been seized, enforcement documents or tax payment orders have been submitted to the Bank, or operations on it have been suspended by the Customer in accordance with the procedure provided for in this Agreement and/or in compliance with the legislation of the Kyrgyz Republic;
- for the facilities, products and services through which services are provided in the system "Internet-Banking" provided by the third party (Internet access provider, cellular (radio telephone) communication channels, etc.)
- for unauthorized access to the system by third parties, in cases where such access occurred in a situation that is not subject to or is not under the control of the Bank;
- for unauthorized access by third parties to the Client's accounts and transactions via a mobile application located on the Client's mobile phone;
- for consequences of untimely notification of the Bank by Customer on loss (theft) of the password and/or user name and/or PIN-code and/or E-TKEH (E-TKEH-password), on incorrectly executed operations and on attempts of unauthorized access to Customer's account via Internet-Banking system (or on attempt of such access). Any losses or responsibility resulting from such or similar actions shall be borne by Customer;
- for execution of orders on behalf of the Customer, in case the Customer fails to provide information on the loss, theft of the System Access Codes.

28. *Customer is responsible for:*

- correctness of payments, including correctness and completeness of details, indication of method of sending (clearing, gross), value date, etc;
 - avoiding situations where control over passwords is lost.
29. Execution of banking operations and/or transactions with the Bank via the RBS system with confirmation of Client's consent to the terms of the Bank on a particular transaction/transaction shall be considered as Client's entry into a contractual relationship (entering into a relevant agreement) with the Bank on such transaction/transaction and acceptance of all conditions specified in the system.
30. The Parties agree to recognize data on transactions using the RBS system on machine and electronic media as evidence for the resolution of disputes in courts.

Chapter 6. Lease of a personal safe deposit box

1. On the basis of the Customer's Application, the Bank shall provide the Customer with an individual bank safe deposit box (hereinafter referred to as "Safe Box") for use (lease) in accordance with the terms and conditions of this Agreement.
2. A Safe Box shall be provided to the Customer for storage of cash, securities, precious metals, stones and jewelry, other valuables, documents, etc. (hereinafter referred to as the "Safe Deposit Box Contents").
3. It is prohibited to use the Safe Box for storage of: firearms, gas and cold weapons; ammunition and explosives (explosive devices), including scientific and technical technologies and equipment that can be used to create weapons of mass destruction; narcotic, psychotropic, bacteriological substances and devices for their use; strong poisons; flammable, radioactive, toxic and other substances that can have harmful effects on human body and the environment; prolonged use of the Safe Box is prohibited.

4. For the use of the Safe Deposit Box, according to the Bank's Tariffs effective as of the date of this Agreement, the Customer shall pay rental fees, which include
 - a fee for the use of an individual Safe Deposit Box during the rental period;
 - security deposit.
5. The Security Deposit shall be paid by the Customer in order to ensure proper performance of his/her obligations under this Agreement. To record the Security Deposit, the Bank shall open a separate Account, which the Customer shall not have the right to dispose of until the Safe Deposit Box rental obligations are terminated.
6. The Client shall pay the rental payments under this Contract as a lump sum and in full amount on the date of the Contract conclusion.
7. The Customer has the right to pay the rental fee and the security deposit in cash or by bank transfer at his discretion.
8. In case of premature termination of the Contract at the initiative of the Customer, the rent paid in advance shall not be refunded.
9. The security deposit shall be repayable after the Customer has fully repaid the debt to the Bank and returned the key.
10. The amount of the Safe Deposit Box Rental Fee and the Guarantee Fee shall remain unchanged for the Safe Deposit Box Rental Period from the moment of their payment by the Customer.
11. If, prior to expiration of the Safe Deposit Box Rental Period, the Bank has changed the Safe Deposit Box Rental Fee or Guarantee Fee, the Safe Deposit Box Rental Period shall be extended on new terms based on Customer's application.
12. In case of loss of the key, the Customer shall immediately notify the Bank in writing of the occurrence.
13. If the key is lost, the Bank shall be entitled, at the Customer's request and in the Customer's presence, to open the safe deposit box by breaking its lock.
14. If the Customer loses or damages the Safe Deposit Box key and/or lock, the damage shall be reimbursed by the Customer, if the Customer refuses to do so, the reimbursement shall be made by withholding by the Bank from the amount of the Customer's Guarantee Fee. If the Guarantee Fee is insufficient, the Customer shall be obliged to pay the uncovered amount of damage; if the Customer refuses, the Bank shall be entitled to write off the debt without acceptance from the Customer's accounts.
15. The Customer shall bear all expenses related to opening of the Safe Deposit Box and replacement of the lock. At that, new keys of the replaced lock shall be transferred to the Customer only after replenishment of the security deposit up to the initial amount specified in the Bank's Tariffs.
16. Not later than on the Safe Deposit Box Rental Deadline Date, the Customer shall return the Safe Deposit Box and its accessories to the Bank in accordance with the Receipt, confirming that the Safe Deposit Box is released in good condition and in proper form and that there are no claims against the Bank.
17. In case of a delay in payment, the Customer shall have access to the Safe Deposit Box only after repayment of the debt.
18. In case of delay in vacating the Safe Deposit Box, the Customer shall pay the rent for each day of delay based on the daily rates of the Bank effective on the date of payment.
19. In case of Customer's failure to appear on the Safe Deposit Box Rental Deadline Date and in other cases stipulated herein, the Bank shall take measures to find and notify the Customer by phone, fax, e-mail or postal address known to the Customer.
20. If the Customer fails to appear at the Bank within 6 (six) months after the Safe Deposit Box Rental Period expires, the Bank shall have the right to open the Safe Deposit Box by commission of at least three employees of the Bank.
21. The contents of the Safe Deposit Box shall be submitted for storage in the custody of the Bank for a period of up to 3 (three) years counted from the date of opening of the Safe Deposit Box, about which an Act of opening of the Safe Deposit Box shall be filled out and a section on acceptance of the contents of the Safe Deposit Box by the Bank for storage.
22. A fee shall be charged for storage of the Safe Deposit Box Contents during the Customer's absence according to the Bank's effective tariffs.
23. If the Customer appears within 3 (three) specified years, subject to payment for the additional Safe Deposit Box Rental Period, in accordance with the tariffs effective on the date of payment, the contents of the Safe Deposit Box shall be returned to the Customer on the basis of a Statement.
24. If the Customer fails to appear within 3 (three) years, the Bank shall decide on the further fate of the Safe Deposit Box (term of sale, reimbursement of the Bank's costs, etc.) in accordance with the current legislation of the Kyrgyz Republic.

25. If the Customer refuses to pay for an additional Safe Deposit Box Rental Period, storage and opening of the Safe Deposit Box, the Bank shall have the right not to return the contents of the Safe Deposit Box to the Customer until the Customer reimburses the full amount of the debt to the Bank.
26. Upon expiry of the Safe Deposit Box Rental Period, as well as in case of non-performance/undue performance by the Customer of his/her obligations under the Agreement, the Bank shall have the right to withhold the Customer's debt from the Guarantee Fee. (if the Guarantee Fee amount is insufficient, the Customer shall make an additional contribution).
27. The Customer or the Customer's representative shall be admitted to the depository upon obligatory presentation of an identity document and a duly executed power of attorney in accordance with the legislation of the Kyrgyz Republic.
28. Direct access to the Safe Deposit Box shall be provided every working day in accordance with the established Customer service mode.
29. At the end of the Safe Deposit Box Rental Period, the Customer shall submit to the Bank a key to the Safe Deposit Box in good working order.
30. The safe deposit box rental termination date is understood to be the date of returning the key, when the amount of rent and caused losses have been fully repaid and the Customer has no debts to the Bank.
31. To ensure safety of property kept in the rented Safe Deposit Box the Bank maintains video surveillance in the Bank's Depository. In addition, the Bank takes all necessary security measures, including fire safety, sanitary and other measures.
32. During the period of lease the Safe Deposit Box may be opened by the Bank employees without the Customer's presence only in cases and in accordance with the procedure established by the effective legislation of the Kyrgyz Republic. In case of obvious signs (smell, sound, vibration, etc.) of storage of prohibited items (substances) in the Safe Deposit Box, the Bank shall have the right to open the Safe Deposit Box on its own. If the Customer fails to arrive by the specified deadline, the Bank shall open the Safe Deposit Box on a commission basis and draw up a relevant Act.
33. The Bank shall not be liable for safety of the contents of the Safe Deposit Box in case of its opening without the Customer's knowledge on the grounds stipulated by the current legislation of the Kyrgyz Republic.
34. Taking pictures and filming by the Customer in the room where the Safe Deposit Box is located shall be prohibited.

Chapter 7. Metal accounts

1. Based on the Customer's application, the Bank opens two types of metal accounts for conducting transactions with precious metals:
 - depersonalized metal accounts opened by the Bank for accounting of precious metals without indication of individual characteristics and performance of transactions for attraction and allocation of precious metals.
 - custody metal accounts designed for accounting of precious metals transferred to the Bank with preservation of their individual characteristics (name, quantity of valuables, assay, manufacturer, serial number, etc.).
2. Depersonalized metal account (hereinafter - DMA):
 - 2.1. MLA is opened to the Client of the Bank who has a demand bank account.
 - 2.2. No physical (cash) crediting/disbursement of precious metals is allowed under the OMC.
 - 2.3. The Bank does not credit precious metals to the Customer's AML from an impersonal metal account from another credit institution; it is not allowed to transfer precious metals from the Customer's AML to an impersonal metal account opened with another credit institution.
 - 2.4. When the Customer purchases precious metal from the Bank, the Bank credits it to the Customer's MII. The Customer's income from exchange rate differences on OMC transactions is not subject to taxes and duties.
 - 2.5. When executing precious metal purchase and sale transactions, the Customer shall bear the risk of losses caused by changes in the market prices of precious metals, exchange rate differences and other negative events that have occurred through no fault of the Bank. Such events cannot be the grounds for the Customer's failure to fulfill his obligations under this Agreement. The Customer is informed about its rights and guarantees as a Participant/Investor in the precious metals market, about the risks associated with investments and assumes the said risks.

- 2.6. The Bank sells the precious metal to the Customer on the basis of their order at the Bank's internal (current) exchange rate in effect at the time of the transaction, with the precious metal being credited to the Customer's AML.
- 2.7. The Bank buys a precious metal from the Customer on the basis of their order at the Bank's internal (current) exchange rate in effect at the time of the transaction, with crediting the funds to another account of the Customer or issuing them in cash.
3. Metal custody account (hereinafter referred to as "MC"):
 - 3.1. The Customer enters the respective type of precious metal to the MS by completing the respective Application according to the form established by the Bank, where the individual characteristics of precious metals (name, quantity of valuables, assay, manufacturer, serial number, etc.) are mandatorily specified.
 - 3.2. The MS may be used to sell precious metals on behalf of the Client, but only the precious metals deposited by the Client may be sold
 - 3.3. Under IFRS, no interest is charged on the precious metals accepted from the customer for safekeeping.

Chapter 8: Bank tariffs

1. When rendering services under this Agreement, the Bank deducts commission fees from the Customer in accordance with the Bank's effective tariffs approved by the Board of the Bank.
2. Information on the Bank's tariffs is posted on the information stands of the Bank's branches and on the Bank's official website at: www.bakai.kg
3. Bank services shall be paid in accordance with the Tariffs applicable on the date of provision of services, regardless of when the fee is actually charged to the Customer.
4. The Customer authorizes the Bank to debit the commission amounts from his account in a priority order without acceptance against the payment for the services rendered.
5. The Bank shall be entitled to use the funds in any of the Customer's accounts to pay for the services rendered to the Customer with conversion according to the Bank's purchase rate of the respective currency established by the Bank at the time of such conversion. Upon provision of certain services, the Parties may agree on another method of payment.
6. The Bank shall be entitled to unilaterally change tariffs, limits and conditions for any banking operations and transactions with mandatory notification of the Customer by posting information on information boards of the Bank's branches and on the Bank's official website at: www.bakai.kg taking into account the term established by the current legislation of the Kyrgyz Republic for informing about forthcoming changes. If the Customer does not agree with the amendments to the Agreement, the Customer shall have the right to terminate the Agreement by notifying the Bank in writing by submitting an Application for termination of the Agreement in the form prescribed by the Bank. If the Bank has not received a written application for termination of the Agreement before the new version of the Agreement enters into force, the Bank shall consider this to be an expression of Customer's consent to the amended terms and conditions.

Chapter 9. Special conditions

1. The Client gives his/her informed and unconditional consent to the Bank:
 - requesting credit information/credit history/credit report about the Client from CJSC "Ishenim" Credit Bureau, as well as from other credit bureaus, if necessary;
 - submission by the Bank to Ishenim Credit Bureau CJSC, as well as, if necessary, to other credit bureaus, for subsequent use by financial and credit institutions of credit information/credit history/credit report, information under this agreement, including personal information about the Client, any other information specified in the Applications;
 - submission by the Bank to CJSC "Ishenim" Credit Bureau (and to other credit bureaus) of information about a Client's violation of the terms of this Agreement, as well as to transfer all or part of the above information from CJSC "Ishenim" Credit Bureau (and respectively from other credit bureaus) to financial-credit institutions;
 - submission to the authorized state bodies, in accordance with the requirements of legislation, of information on its accounts (deposits), received loans, including mortgages, including if the Client is a public person, public servant, or their close relative.

- request/transfer to the authorized state authorities of the KR to implement procedures related to processing and receipt by the Bank of the Client's personal data (person's image, TIN/PIN, surname, name, patronymic, gender, date of birth, document number, date of issue, document validity, registration and residence address, marital status, salary, amount of pension and other personal data). This consent is valid at any time during the existence of any legal relationship with the Bank, therefore this consent is valid indefinitely.
- that amendments and additions to this Agreement shall be binding upon the Customer from the moment of posting the amendments and additions on the Bank's Official Website and/or in the Bank's branches.

If the Customer does not agree with the amendments and additions to this Agreement, he shall be entitled to terminate the Agreement by notifying the Bank thereof in writing before the new terms of the Agreement come into force by submitting an application for termination of the Agreement in the form prescribed by the Bank. If the Bank has not received a written notice of termination of the Agreement before the new provisions of the Agreement come into force, the Bank shall consider it as an expression of Customer's consent to the amended provisions of the Agreement.

- recording of telephone and/or video conversations between the Bank's Call Center and the Customer when the Customer verbally requests information including, but not limited to the Customer's personal data, bank account or payment card, performed transactions, established limits and restrictions or blocking of payment card, etc. The audio recording of telephone conversation between the Call Center of the Bank and the Customer is a confirmation of the fact of the Customer's oral request to the Call Center.
 - that the Client shall immediately notify the Bank in writing/electronically about all changes in the Client's personal data, place of registration/residence, postal address, e-mail address, telephone number. Otherwise, the Client assumes the risk of not being informed about changes in the terms of the Agreement and/or the Bank's Tariffs. If the Client has not informed otherwise, his/her address indicated in the Application will be considered as the postal address. All information sent to the Client to the last known address of the Bank shall be considered as received by the Client after the time required for the postal items to pass.
 - automatic connection to new banking services (which may be developed in the future), regardless of the type of product provided by the Bank.
2. The Customer must immediately, but not later than within 10 (ten) days after receipt of the statement, declare all erroneous transactions, both credit and debit, otherwise the Customer bears the risk of adverse consequences associated with the payment of penalties for the use of unreasonably obtained funds, withdrawal of funds from circulation, etc.
 3. The Customer undertakes to exercise proper control over the transactions performed (debiting, refunding, etc.), as well as over the Account balances, and to notify the Bank within 3 (three) business days of receipt of the Account statement of the amounts erroneously credited or debited to the Account.
 4. The Customer shall notify the Bank of any changes in the documents submitted to the Bank for opening of accounts and submit duly certified copies of the documents on such changes, as well as notify of other circumstances relevant to the performance of the parties' obligations under the agreement.
 5. For security, marketing and other purposes, the Bank shall be entitled to send information on the Customer's transactions and other information to the e-mail address provided by the Customer to the Bank, or messages to the Customer's mobile phone also provided to the Bank, or other means of communication, for which the Bank shall be entitled to use third-party services.
 6. In case the Customer is a participant of the Bank's projects for automatic crediting of funds to partners/employees/students/pensioners, etc. of one organization, referred to in the Bank as "salary project", "pensioner card", "social payments", etc., for crediting of funds to it with the assignment of salaries, scholarships or other benefits, or for receiving pensions and benefits from Social Fund authorities, Social Development Departments hereby authorizes the Bank to provide such organization and/or Social Fund authorities

to return to such organizations and bodies of the Social Fund, Social Development Departments the funds erroneously credited by them to the Client's account in the amount according to the letters from such organizations and bodies of the Social Fund, Social Development Departments without additional consent of the Client.

7. The Customer agrees that the Bank shall not be held liable:
 - for the consequences arising from the forgery and falsification of documents;
 - for the breakdown or malfunction of the connected public or private means of communication, on which the performance of operations by the Bank depends.
8. The Client agrees not to bring any claims or legal action against the Bank for any consequences of execution or non-execution of the Client's orders by the Bank for the above mentioned reasons.

Chapter 10. Liability of the Parties. Settlement of disputes

1. The Party to this Contract, whose property interests or business reputation are violated as a result of non-performance or improper performance of obligations under the Contract by the other Party, shall have the right to demand full compensation for the losses incurred, which means the expenses incurred by the Party whose right is violated to restore its rights and interests (real damages).
2. The Customer shall pay to the Bank a penalty in the amount of 0.1% per day of the overdue amount in case of delay in payment for Bank's services, including in case of impossibility to collect the fee due to the lack or insufficiency of funds in the Customer's account.
3. The Bank shall not be liable for any errors or improper actions, omissions of correspondents, sub-agents and other agents, including for non-execution of payments by correspondents. The Customer also agrees not to raise any claims against the Bank in respect of any arrangements between the Bank and its correspondent banks and/or sub-agents, including arrangements regarding correspondent account maintenance procedures and tariffs for servicing thereof. The Customer also agrees in advance with the correspondent bank's instructions to prohibit the Customer's payments through the correspondent account, without clarifying the reasons.
4. The Parties shall be exempted from liability for partial or full non-fulfillment of obligations if it was caused by force majeure circumstances: fire, earthquake, power supply failure, serious damages in communication channels and other circumstances beyond control of the Parties. At the same time, the Parties shall not be released from the obligation to repay all debts to each other taking into account the accrued interest, if such are subject to accrual in accordance with the terms of this Agreement.
5. In all matters not resolved by the terms of this Agreement, but directly or indirectly arising from the relations of the Parties hereunder, affecting the property interests and business reputation of the Parties to the Agreement, the latter shall be governed by the rules and regulations of the current legislation of the Kyrgyz Republic.
6. If for any reason this Agreement becomes invalid in whole or in part or in the absence of the relevant provisions hereof, the provisions of internal rules of the Bank (both existing and those to be adopted in the future) relating to the relevant operations shall apply. In the absence of the relevant provisions of internal rules, the provisions of the legislation of the Kyrgyz Republic regulating banking operations, as well as internationally accepted banking practices and customs of business shall apply.
7. Any disputes that may arise in the performance of the terms and conditions of this Contract, the Parties shall seek to resolve by negotiation.
8. If a mutually acceptable solution is not reached, the Parties may refer the dispute to the court in the order provided by the legislation of the Kyrgyz Republic at the location of the Head Office of the Bank, except for cases of application to disputes of exclusive jurisdiction established by the procedural legislation of the Kyrgyz Republic.

Chapter 11. Term of validity and procedure for termination of the Contract

1. This Agreement shall be deemed entered into between the Parties from the date of receipt of a duly executed and signed Application from the Customer by the Bank and shall be valid for

indefinite term until its termination and closure of all accounts, time deposits, release of the Safe Deposit Box.

2. This Agreement may be terminated by mutual consent of the Parties by means of submission by the Customer of a relevant Application to the Bank or unilaterally by the Bank also in cases provided by this Agreement or the legislation of the Kyrgyz Republic.
3. The Customer is entitled at any time, including in case of disagreement with amendments to the Agreement and/or the Tariffs, to terminate the Agreement or close one or more accounts by notifying the Bank about this intention by submitting to the Bank a written application for termination of the Agreement in the form prescribed by the Bank. Termination of this Agreement unilaterally on the Customer's initiative is possible, provided that the Customer has no outstanding obligations to the Bank. If the Customer closes one or more accounts, if at least one account remains open, this Agreement shall not result in termination of this Agreement.
4. The Bank is entitled to unilaterally close the Customer's Account(s) in the following cases:
 - The Customer has not submitted the relevant documents required to meet the requirements for identification of the Customer or its legal representative or for conducting transactions on the account(s);
 - The Customer has submitted unreliable or unclear explanations on the Account transactions, which give reasons to doubt the legality of the transactions, as well as unreliable (forged, falsified, etc. documents) or invalid documents;
 - there is information about the Client's participation in money laundering and/or terrorist activities received in accordance with the legislation of the Kyrgyz Republic.
 - in case of absence of transactions on the Client's account within one year.