



**PUBLIC OFFER**  
**For the Personal Banking Agreement conclusion**  
**with Commercial Bank KYRGYZSTAN OJSC**

This Public offer (hereinafter referred to as the Offer) shall be addressed to individuals; according to part 2 of Article 398 of the Civil Code of the Kyrgyz Republic it shall be considered to be a public offer made by Commercial Bank KYRGYZSTAN OJSC (hereinafter referred to as the Bank) to conclude an Agreement with the Bank for personal banking services, including the MBank service; and the terms and conditions of such Agreement shall be contained in this Offer.

The Agreement shall be effective from the date when an individual (hereinafter referred to as the Customer) signs an application for personal banking services in the prescribed form or opens an account by using an electronic signature through the MBank service to confirm full and unconditional acceptance of this Offer. Pursuant to Article 402 of the Civil Code of the Kyrgyz Republic, it also means the Customer's compliance with all the terms of this Offer without any exceptions or restrictions published on the Bank's website [www.cbk.kg](http://www.cbk.kg) (hereinafter referred to as the Bank's Website), subject to the Customer's provision of the documents necessary for personal banking services, as specified by the requirements of the Kyrgyz Republic legislation and the Bank's internal regulations.

This Offer shall remain in full force unless it is recognized to be invalid or a new Offer is published on the Bank's website [www.cbk.kg](http://www.cbk.kg) at least ten (10) business days before the date the mentioned changes become effective.

The bank is a distance/remote service provider.

## **1. TERMS AND DEFINITIONS**

A **bank card** is a payment instrument intended to manage an account, withdraw cash funds, and pay for goods and services via payment terminals or other devices, as well as on the Internet.

A **beneficiary owner** is an individual, who, directly or indirectly (through third parties) has finally (through ownership and control chain) the right of ownership or controls a customer or an individual, on behalf of or in the interests of which/whom an operation (transaction) is performed.

**High-risk countries** mean any states and territories (entities) that do not apply or insufficiently apply the international standards on combating money laundering and financing of terrorism, as well as any offshore zones.

A **deposit (bank deposit)** means monetary funds deposited by an individual, both in national and foreign currencies, kept in a card account, on conditions of interest payment, security, maturity, and repayment.

**Identification** is a set of measures the Bank undertakes to establish the identification data of customers, their representatives, and beneficial owners based on their submitted original documents and (or) duly certified copies of the same, according to the national laws in the AML/CFT (money laundering and financing of terrorism) field.

**The bank account** is a demand deposit account (account) /card account (which implies that it can be disposed of through a bank payment card or remote customer service facility) (hereinafter referred to as a card account) used by a private individual for keeping personal funds, enrollment of wages, royalties, pensions, alimony, social allowances, funds from other bank account, payments related to inheritance, fee for disposal of personal property owned by the owner of the bank account. The customer may make personal payments from the individual's account, including payments for goods purchased for personal purposes (services provided), loan repayments, money transfers (including those made through money transfer systems without account opening), utility payments, and other similar payments, which are of private nature.

A **customer** is an individual who has joined this Offer.

A **code word** is a secret word required to identify the cardholder when contacting the Bank by phone or another official communication channel of the Bank.

**Parties** mean both the Bank and the Customer jointly mentioned.

A **card PAN** (Primary Account Number) is a bank card number located on its front side.

A **card CVV/CVC** (Card Verification Value/Code) is a three-digit code located on the reverse side of the card, intended to verify the card's authenticity.

A **card PIN** (Personal Identification Number) is a four-digit combination that provides a secret code to have access to the monetary funds kept in the Customer's card account.

The **MBank service** is a system of software and hardware and organizational measures designed to provide the Customer with banking services for managing monetary funds in bank accounts via a mobile device and/or the Internet - a global computer network.

**FATCA** is the Foreign Account Tax Compliance Act, which is adopted to combat tax evasion by US citizens and residents.

**Remote identification** means customer-not-present identification and verification of individual citizens of the Kyrgyz Republic with the use of the Customer's data received in electronic form.

A **restricted account** is a bank account with established restrictions and limits according to the Procedure for Remote Customer Identification and Verification, as specified by statutory instruments of the regulatory authority.

## **1. SUBJECT MATTER OF THE AGREEMENT**

1.1. The Agreement shall specify the procedure and conditions for opening and managing an account / a card account in a foreign currency in compliance with the current legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the Bank's Tariffs, the terms of this Agreement, the Rules for Using VISA International Payment System and the Rules for Using ELCART National Payment System (hereinafter referred to as the Rules).

2. Under this Agreement, the following services, if any, may be provided to the Customer:

- opening and managing one or more accounts/card accounts;
- issuing and maintaining payment cards and/or without the use of a bank card (hereinafter referred to as the card);
- home banking and payment services (Mbank);
- Accumulation Deposit;
- offering loan products and other services for the Customer's managing his/her accounts.

## **2. GENERAL PROVISIONS**

2.1. This Offer shall specify the procedure for an account / a card account opening and regulate the relationship arising between the Bank and the Customer while performing their obligations under this Agreement.

2.2. This Agreement between the Parties shall be concluded through the Customer's acceptance of this Offer. Acceptance of the Offer shall suppose the Customer's undertaking of actions specified in Section 5 hereof; and such actions shall be considered as full and unconditional compliance with the Offer terms. By accepting the terms of this Offer, the Customer unconditionally agrees to the terms of the Public Offer after completing and signing an Application or passing remote identification and verification according to the Procedure for the Customer remote identification and verification.

2.3. No interests on the funds held in demand accounts/card accounts shall be accrued or paid by the Bank unless it is stipulated by separate contracts/agreements between the Parties.

2.4. The Bank shall provide the Customer with all the necessary information by publishing it on the Bank's official website at: [www.cbk.kg](http://www.cbk.kg)

2.5. The Customer's acceptance of the Offer shall mean compliance with this Offer and the terms of processing the Customer's personal data, namely:

- the personal data owner's agreeing to sign a statement of consent/withdrawal of consent to collection and processing of his/her personal data in the Social Fund (Appendix 2);

- the personal data owner's agreeing to sign a standard statement of consent to collection and processing of his/her personal data in the State Registration Service (Appendix 3);
  - consent to verification and transfer of credit status information to Ishenim Credit Bureau CJSC (Appendix 4);
  - the personal data owner's agreeing to sign a standard statement of consent to the collection and processing of his/her personal data in the State Tax Service under the Ministry of Economy and Finance of the Kyrgyz Republic (Appendix 5).
- 2.6. The Customer's personal data shall be processed with no time limits, in any legal way, including in personal information management systems with or without the use of automation means.

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

#### **The Customer is obliged to:**

- 3.1. provide the Bank with any and all documents required for an account opening in compliance with the Legislation of the Kyrgyz Republic;
- 3.2. use an account / a card account for payments and settlements, as well as for keeping and accumulating monetary funds not related to business and/or other similar activities;
- 3.3. When performing transactions on the account, provide the Bank with payment documents executed in compliance with the requirements stipulated by the Legislation;
- 3.4. pay for the services according to the Bank's Tariffs and follow the changes in the terms of the Agreement, Rules, and the Bank's Tariffs published on the Bank's website at: [www.cbk.kg](http://www.cbk.kg);
- 3.5. entitle the Bank to directly debit any funds from the Customer's account/card account to pay for services or other obligations stipulated in contracts and agreements concluded between the Parties, as well as to write off any funds credited by the Bank and any third parties in error;
- 3.6. entitle the Bank to directly debit funds from the card account to the Customer's account in the amount specified in the application for a swift payment, including a relevant fee, followed by sending a swift payment from the Customer's account.
- 3.7. entitle the Bank to directly debit funds from the card account in a currency other than the account currency, and convert the transaction amount into the account currency at the Bank's exchange rate as of the date of the transaction to send a swift payment.
- 3.8. provide, at the request of the Bank, within three (3) business days, any requested information, as well as documents relating to the Customer's activities and the banking transactions he/she performs;
- 3.9. notify the Bank in writing in case of any changes in personal data, including changes in address, phone numbers, e-mail address, etc. Otherwise, all correspondence of the Bank sent to the last known address of the Customer shall be deemed to have been duly received by the Customer;
- 3.10. if the Customer is a US tax resident, notify the Bank in writing about this fact, entitling the Bank to transfer information about the Customer to the US tax authorities;
- 3.11. Identification of US tax residents requires meeting one or more of the following criteria:
  - 3.11.1. An individual is a US citizen;
  - 3.11.2. An individual has a permanent residence permit in the United States (a permanent resident card (Form I-551 ("Green Card")));
  - 3.11.3. An individual, regardless of citizenship, meets the criteria for "Long-term stay in the United States", namely: an individual is recognized as a tax resident of the United States if he/she was in the territory of the United States for at least 31 days during the current calendar year and at least 183 days within 3 years, including the current year and two immediately preceding years;
  - 3.11.4. An individual was born in the territory of the United States;
  - 3.11.5. An individual has an address/ mailing address in the territory of the United States;
  - 3.11.6. Individuals with a US phone number (phone number + 1).
- 3.12. inform the Bank (by phone, letter, etc. in an accessible way) within one (1) business day when performing large-value cash expenditure transactions via the account/card account in the Bank's branches.
- 3.13. comply with the requirements the Legislation of the Kyrgyz Republic on combating the financing of terrorism and the legalization of criminal proceeds (money laundering).

#### **The Customer is entitled to:**

- 3.14. independently manage the funds in the account/card account and use the bankcard according to the

terms of this Agreement, the Rules, and the Bank's Tariffs, except as otherwise provided by the Legislation;

3.15. receive a bank card with a personal PIN code, as well as additional cards belonging to the same card account with the same cash balances;

3.16. deposit funds into the account/card account in cash or non-cash settlements;

3.17. independently restrict the funds withdrawing from the card account by setting individual limits. Setting/changing individual limits shall be carried out based on a written application of the Customer;

3.18. define a code word by contacting the Bank's subdivision, with the presentation of the Customer's identity document and a relevant written application;

3.19. obtain an account / a card account statement for the required period according to the Bank's Tariffs;

3.20. in case of loss or damage to the card, apply to the Bank to receive a new card after paying the relevant fees specified by the current Tariffs of the Bank;

3.21. terminate the Agreement unilaterally by sending a prior written notice to the Bank and submitting an application for closing the account/card account no later than ten (10) business days before such termination and return the card to the Bank;

3.22. open a restricted account, within the restrictions and limits as specified by the Procedure for remote identification and verification (Appendix 1).

3.23. send instructions to the Bank for managing the account, make inquiries and obtain any relevant information about the status of the account.

3.24. the Customer shall have the right to instruct the Bank to write off funds from the account at the request of third parties if there are documents that allow them to be identified and confirm their authority, including those related to the Customer's performing his obligations to these third parties. The Bank shall accept these instructions provided that they contain the written data, as required by the Bank.

3.25. Dispose of the account during the opening hours of the Bank.

**The Bank is obliged to:**

3.26. provide banking services according to the Legislation of the Kyrgyz Republic, the terms of the Agreement, the Rules, and the Bank's Tariffs;

3.27. block the card upon the Customer's presenting his/her identity document or giving a code word (including by phone or other official communication channels);

3.28. credit the received funds into the Customer's account/card account no later than one business day following the date when the Bank receives a relevant payment document;

3.29. inform the Customer about any changes in the interest scheme and interest rates, the cost of services, and conditions for the provision of the services, within the time limits and on the conditions as specified in clause hereof;

3.30. provide the Customer with the opportunity to use the balance of funds in the account/card account;

**The Bank is entitled to:**

3.31. unilaterally change or supplement the terms of the Agreement, Rules, and Tariffs, subject to notifying the Customer about the changes by announcements at the information points of the Bank and by publications on the Bank's website at: [www.cbk.kg](http://www.cbk.kg) no less than ten (10) business days before the date such changes become effective.

3.32. request from the Customer to submit documents proving the funds' origin within 3 business days.

3.33. request from the Customer any information and documents relating to the Customer's activities and the banking transactions it carries out in compliance with the Legislation of the Kyrgyz Republic regulating the issues of combating the financing of terrorism and legalization of criminal proceeds (money laundering);

3.34. unilaterally: refuse to render cash payment services to the Customer in case the latter refuses to provide data to the US tax authorities, according to the FATCA law; close the Customer's account within seven (7) days from the date of the Bank's refusal to provide data to the US tax authorities, according to the FATCA law; close the Customer's account in case of providing deliberately false information.

3.35. without prior notice, suspend banking transactions via the account/card account and/or unilaterally terminate the Agreement by sending a relevant notice via any available communication channels no less

- than ten (10) business days before such termination, in case of provision of false information; failure to provide the documents required to open an account and carry out transactions on it; identifying the Customer and determining the beneficial owner; having information about the Customer's participation in terrorist activities and money laundering; as well as in case of any violation of the Agreement terms;
- 3.36. refuse to perform banking transactions on the Account if there are any facts indicating the Customer's violating the Legislation of the Kyrgyz Republic and the terms of this Agreement;
- 3.37. block the card with further destruction, if the Customer fails to take the issued card within twelve (12) calendar months;
- 3.38. in case of no login to the "MBANK" mobile application for more than six months, the system automatically deletes the customer's attribute (MBANK number) from the "MBANK" system, while the customer's accounts remain unchanged.
- 3.39. unilaterally close the account, in case of no flows in the account and/or transactions under the Customer's orders within twelve (12) months;
- 3.40. directly debit the funds from all the Customer's accounts/card accounts opened with the Bank to pay for the Bank's services or other obligations stipulated in contracts and agreements concluded between the Parties, and in cases specified by the Legislation, as well as write off the funds credited by the Bank or any third parties in error;
- 3.41. directly debit funds from the card account to the Customer's account in the amount specified in the application for a swift payment, including a relevant fee, followed by sending a swift payment from the Customer's account.
- 3.42. directly debit funds from the card account in a currency other than the account currency, and convert the transaction amount into the account currency at the Bank's exchange rate as of the date of the transaction to send a swift payment.
- 3.43. if the client does not have an account in the required foreign currency to send a swift payment initiated by the client through the MBANK mobile application, the Bank has the right to open an account for the client in the required foreign currency unilaterally.
- 3.44. if the balance in foreign currencies of US dollars and euros in the aggregate of currencies on the account/card account of a non-resident individual exceeds 20,000 (twenty thousand) US dollars and 20,000 (twenty thousand) euros, the Bank has the right to open a term deposit to the client for 12 months at 0.01% per annum and make a non-acceptance transfer funds from all accounts/card accounts to the client's term deposit according to the limits specified in the Bank's tariffs posted on the Bank's website [www.cbk.kg](http://www.cbk.kg).
- 3.45. if suspicious transactions are discovered or there is any information about fraudulent transactions via the account/card account, temporarily suspend the account/ card account flows until the circumstances of the transactions performed are clarified;
- 3.46. when withdrawing funds through the Bank's cash terminal, request the Customer to present his/her identity document;
- 3.47. in case of rude/unacceptable treatment of the Bank's employees, if evidenced, initiate termination of the Agreement by notifying the Customer in writing;
- 3.48. make amendments to the Agreement in connection with any changes made to the regulatory documents of the Bank and the current Legislation of the Kyrgyz Republic;
- 3.49. request and obtain any information about the Customer under the Agreement, from any legally functioning authorities, as specified in clause 2.5. hereof.
- 3.50. A minimum amount of monetary funds (minimum balance) shall be set on the account, which cannot be spent (used) by the Client during the entire term of the Agreement. In this case, the minimum balance shall be returned to the Client after the account is closed. The minimum balance amount is stipulated by the Bank's Tariffs. Posted on the Bank's website: [www.cbk.kg](http://www.cbk.kg).
- 3.51. in case of incoming payments in a foreign currency received on a half-holiday, crediting of funds in the foreign currency received for the Customer shall be carried out on the first business day of the correspondent bank after the holiday.
- 3.52. Decline the cancellation of incoming payments "MBANK replenishment" and outgoing transfers by phone number to MBANK.

#### **4. LIABILITY OF THE PARTIES**

4.1. The Customer shall bear liability according to the Legislation of the Kyrgyz Republic and these terms and conditions of the Agreement for failure to submit any documents required to open a card account, to identify the Customer properly, and to carry out transactions via the account/card account and other banking services.

4.2. The Customer shall be liable for the transfer of the card to any unauthorized parties or providing them with access to it, as well as for disclosure of any information (the PIN code, code word, etc.) necessary for managing the card account and carrying out transactions via the card.

4.3. The Customer shall agree to record telephone conversations between the Contact Center and the Customer. This audio recording shall confirm the fact of the Customer's request.

4.4. The Customer shall agree that the cardholder will bear any possible financial risks associated with unauthorized use of the cards when paying via the Internet. At the same time, he/she shall have no claims against the Bank.

4.5. The Customer shall bear personal liability for any transactions performed with the use of a payment card when making purchases, payments, cash withdrawals, and other transactions via a bank card.

4.6. The Bank shall not be responsible for the Customer's transferring the card to any unauthorized parties or providing them with unauthorized access to it, as well as for disclosure of any information (the PIN code, PAN, CVV / CVC code, code word, card validity period, etc.) necessary for the card account management and performance of transactions via the card, including transactions for ordering/purchasing goods and services on the Internet by inserting individual details of the bankcards in electronic form.

4.7. The Bank shall not be liable in cases where payment delays have occurred by fault of a correspondent bank and/or by fault of the Customer who indicated wrong details.

4.8. The Bank shall not be responsible for losses and damages caused to the Customer by any actions of government and other authorities as a result of a seizure or other restriction on the disposal of the Customer's funds.

4.9. The Customer's ignorance about making changes and additions to the current Tariffs, the procedure for servicing (including the procedure for accepting and checking settlement (payment) documents), when the Customer did not read the information published on the Bank's website: [www.cbk.kg](http://www.cbk.kg), specified in clause 3.4. of this Agreement, does not release the Customer from the liability arising as a result of nonperformance or improper performance of obligations to pay the amounts due according to the Tariffs of the Bank, being effective at the date of transaction.

4.10. The Bank shall not be liable for any damage incurred if the Customer violates the terms of the Agreement and the Rules specified in this Offer.

4.11. The Bank shall not be liable for withholding 30% of the Customer's international payment by the US tax authorities under the FATCA Act.

4.12. The Bank shall not be liable for the Customer's actions if the transactions are performed in high-risk countries.

4.13. The Bank shall be responsible for the timely and proper performance of transactions via the Customer's card account according to these terms and conditions of the Agreement, the Bank's regulations, Rules, and Legislation of the Kyrgyz Republic.

4.14. The Bank shall be responsible for maintaining the secrecy of transactions via the Customer's card account. Only the Customer can obtain the information concerning his/her card account. In other cases, the information shall be provided strictly according to the requirements of the Legislation of the Kyrgyz Republic.

4.15. The Bank shall not be liable for the exchange rate difference at the moment of the fund conversion that has arisen in the event of a card transaction in a currency other than the currency of the card account.

4.16. If the Bank's correspondent account, into which inward/outward payments were credited in the name of the Customer, is blocked due to the license revocation from the correspondent bank, enforcement of a decision of the highest government authorities concerning the correspondent bank, or due to international sanctions against the correspondent bank, entailing suspension of its banking operations, imposition of a sanction, then the Bank shall not be liable for such actions of the correspondent bank, as well as for giving out the amount blocked in the Bank's correspondent account to the Customer.

4.17. In the event of this Agreement termination, all cards issued to the Customer shall be considered invalid and shall be returned to the Bank, and the annual fees for the Bank's services shall not be reimbursed.

4.18. Upon termination of this Agreement, the Bank shall give out cash balances from the Customer's card account.

4.19. Termination of this Agreement shall be the reason for closing the Customer's card account.

## **5. TERMS OF A CARD ACCOUNT OPENING AND A PAYMENT BANK CARD ISSUE**

5.1. A card account shall be opened when the Customer contacts the Bank branch, completes and signs the relevant application form, and/or undergoes remote identification and verification, through matching photos / using video communication, subject to presentation of all documents required for the identification of the Customer as specified by the Bank's internal regulations, requirements of the National Bank of the Kyrgyz Republic and the Legislation of the Kyrgyz Republic.

5.2. After the Customer reviews this Offer and accepts the terms of the Agreement by signing the application, or through remote service, by affixing a simple electronic signature, this Agreement shall be considered as concluded in compliance with all the requirements the Legislation of the Kyrgyz Republic.

5.3. A bank payment card shall be issued within the time limits specified by the internal regulations of the Bank, subject to proper identification of the Customer according to the Legislation of the Kyrgyz Republic.

## **6. PROCEDURE FOR CONVERSION AND SETTLEMENTS VIA A PAYMENT CARD**

6.1. When performing a transaction via the card in a currency other than the currency of the card account, the transaction amount shall be converted into the settlement currency of the payment system at the rate specified in the payment system and be provided to the Bank for processing the transaction, according to Appendix No. 8. The Bank has no influence on the amount and timing of specifying the conversion rate in the payment system, as well as the time of the Bank's receiving the transaction from the payment system.

6.2. If the settlement currency of the payment system does not match the currency of the card account, the Bank shall convert the transaction amount received from the payment system into the currency of the card account at the Bank's exchange rate. At the same time, the exchange rate at the time of the transaction may differ from the exchange rate at the time of its processing in the Bank's system, thus creating a difference between the amount of the transaction at the time of its performance and the amount of the transaction processed, which shall be reflected in the account statement.

## **7. TERM OF VALIDITY AND PROCEDURE FOR TERMINATION OF THE AGREEMENT**

7.1. This Agreement shall be considered to come into effect from the date the Customer accepts this Offer according to clause 2.2 hereof and be valid until its termination.

7.2. The Agreement may be terminated:

- by the Customer - with a written notice to the Bank in the form of an application for closure of the card account;
- by the Bank - if the Customer fails to fulfill the terms of the Agreement;
- by the Bank - if there is no account activity for more than 12 months.

## **8. SETTLEMENT OF DISPUTES**

8.1. All disputes arising between the parties in the course of the performance of this Agreement, shall be resolved through the pre-trial process, and in case of failure to settle the arisen disputes, they shall be considered in the courts of the Kyrgyz Republic.

8.2. The period of consideration of disputes mentioned in clause 8.1 according to the provisions of the Law of the Kyrgyz Republic "On Banks and Banking" shall be up to 30 (thirty) days.

## **9. FORCE-MAJEURE**

9.1. In the event of force-majeure circumstances, the Parties shall be released from liability for non-fulfillment or improper fulfillment of obligations assumed under the Agreement, while the deadline for fulfilling such obligations shall be extended for the period during which such circumstances and their

consequences are in force.

9.2. The terms for each Party's performance of its obligations hereunder shall be extended for the period during which the circumstances specified in clause 9.1. hereof will last.

9.3. The Party that is affected by the circumstances specified in clause 9.1. hereof, shall notify the other Party of the obstacle, related to force majeure, and its impact on the performance of obligations hereunder, within five (5) business days from such circumstances occurrence and provide evidence of applying to the competent authorities for confirmation of the fact and duration of force majeure circumstances within the next ten (10) business days. If the Party affected by the above-mentioned circumstances fails to provide confirmation from the competent authorities, it is deprived of the right to refer to such circumstances as a reason for non-performance or improper performance of obligations under this Agreement.

## **10. FINAL PROVISIONS**

10.1. The Customer shall hereunder confirm that he/she is familiar and agrees with the terms of this Agreement, the Tariffs and the Rules, with the Rules for using the MBank service (Appendix No. 7), the Confidentiality Policy for the MBank service of Commercial Bank KYRGYZSTAN OJSC (Appendix No. 6), published on the Bank's website at: [www.cbk.kg](http://www.cbk.kg), as well as undertakes to monitor amendments to this Offer and changes to the Bank's Tariffs related to the conclusion of this Agreement.

10.2. Any Terms and Tariffs for banking services within a salary project shall be determined by the Service Agreement with the relevant entity.

10.3. This Agreement may be terminated upon a written application of the Customer at any time.

10.4. In the event of the Agreement termination, the balance of cash funds on the account shall be issued to the Customer, or, at his/her instruction, transferred to another account no later than five (5) business days from the date of the relevant written application received from the Customer.

10.5. Any other matters not specified in the Agreement shall be governed by the Legislation.

## **11. BANK DETAILS**

### **Commercial Bank KYRGYZSTAN OJSC**

Address: 54A Togolok Moldo St., Bishkek city

ZIP code: 720033

TIN: 02712199110068

OKPO code: 20137117

BIC: 103001



**AGREEMENT FOR OPENING A FIXED-TERM DEPOSIT "ACCUMULATIVE" to the Natural Person's Demand Card Account Agreement through the MBANK service**

**1. TERMS OF THE DEPOSIT:**

- 1.1. In addition to the demand card account, the Bank shall open a fixed-term **Accumulation** Deposit (hereinafter referred to as the Deposit or the Bank Deposit) for the Customer.
- 1.2. The Bank shall maintain the Deposit Account in compliance with the legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the terms of the Deposit, and the Bank's Tariffs published on the Bank's website at: [www.cbk.kg](http://www.cbk.kg).
- 1.3. There is no minimum amount specified for Accumulation Deposits opened with the use of the MBANK service.
- 1.4. The Deposit shall be opened remotely through the MBANK service, on the grounds of the Customer's electronic order to open the Deposit, executed through the MBANK service, using the means of the Customer identification and authentication determined by the Agreement.
- 1.5. The Bank shall be entitled to close the deposit account within 3 months from the account opening date without prior notification to the Customer in case of a zero balance.
- 1.6. The Customer can replenish the Deposit Account but is not allowed to withdraw or transfer the funds.
- 1.7. The Bank shall accrue interest on the Deposit Account according to the effective interest rates (Interest Scheme of the Deposit "Accumulative") at the time of opening the deposit account. (*Attach an active link to the Deposit "Accumulative"*). The Deposit interest rate shall remain unchanged until the end of the Deposit period.
- 1.8. Interests shall be accrued into the Deposit daily for each additional cash contribution and depending on the period within which the amount is kept in the Customer's Deposit.
- 1.9. The interests on the Deposit amount shall be accrued from the day following the day of its receipt by the Bank, and until the day the funds are returned to the Depositor.
- 1.10. The calculation base for the interest accrual shall be the actual number of calendar days the Deposit is kept in the Bank, and the number of days in a year is the number of calendar days equal to 365 (366 in a leap year).
- 1.11. Payment of the interests accrued into the Deposit shall be made on the last working day of the month and transferred to the demand card account.
- 1.12. The maximum term of the Deposit shall be 12 months, with the possibility of early termination of the Agreement.
- 1.13. At the end of the Deposit term, the Deposit amount shall be transferred to the demand card account and will be accessible on the terms of the demand deposit.
- 1.14. If the date of the Deposit return falls on a non-working day, then the transfer of the Deposit amount and interests accrued in it shall be made on a working day following this date.
- 1.15. In case of early termination of the Agreement at the initiative of the Customer, the Bank shall refund the Deposit amount, as well as the interests accrued according to the rate being effective as of the date of the Agreement termination.
- 1.16. The Agreement shall come into force from the date the Customer deposits funds into the Deposit Account and be terminated after the Parties fully perform their obligations hereunder.
- 1.17. The Bank shall guarantee the secrecy of the Bank Deposit in compliance with the Legislation.
- 1.18. The deposit made within the framework of this Agreement shall be insured in the manner, amount, and according to the terms and conditions stipulated by the legislation of the Kyrgyz Republic.
- 1.19. All other essential terms and conditions of opening a Term Deposit Account shall be specified in the customer's respective application.

**2. BANK DETAILS**

**Commercial Bank KYRGYZSTAN OJSC**

Address: 54A Togolok Moldo St., Bishkek city

ZIP code: 720033  
TIN: 02712199110068  
OKPO code: 20137117  
BIC: 103001

## **AGREEMENT FOR OPENING FIXED-TERM DEPOSIT "OPTIMAL"**

**to the Natural Person's Demand Card Account Agreement through the MBANK service**

### **2. TERMS AND CONDITIONS OF DEPOSIT:**

- 2.1. The Bank shall open to the Customer a Fixed-Term Deposit "**Optimal**" (hereinafter referred to as the Deposit or bank deposit) in addition to the demand card account
- 2.2. The Deposit shall be opened remotely through the MBANK service, on the grounds of the Customer's electronic order to open the Deposit, executed through the MBANK service, using the means of the Customer identification and authentication determined by the Agreement.
- 2.3. The Bank shall service the Deposit Account according to the Legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the terms and conditions of the Deposit, and the Bank's tariffs posted on the Bank's website: [www.cbk.kg](http://www.cbk.kg).
- 2.4. Based on the electronic order to open a Deposit, the Bank undertakes to open a Fixed-Term Deposit Account for the Customer, accept the monetary funds (Deposit) from the Customer, repay the Deposit amount, and pay the interest in the manner stipulated by this Agreement and the relevant Application.
- 2.5. Confirmation of depositing monetary funds on the agreed terms and conditions is the Customer's order to open a Deposit with MBANK, whereby the Customer agrees and confirms that he/she has entered into a Fixed-Term Deposit Agreement with the Bank, which is equivalent to a written agreement.
- 1.6. The minimum amount to open a Deposit Account in the national currency is 1,000 (One thousand) KGS, in US dollars – 100 (one hundred) US dollars, in Russian rubles – 1 000 (one thousand) rubles, in euros – 100 (one hundred) euros.
- 2.7. The Customer shall credit monetary funds to the deposit account on his/her own or may instruct the Bank through the MBANK service to transfer monetary funds from his/her account/card account to the deposit account.
- 2.8. The Customer shall not be entitled to deposit, withdraw or transfer funds using the Deposit Account.
- 2.9. The Bank shall accrue interest on the Deposit Account according to the interest rate of the effective interest rates (Interest Scheme of the Deposit "**Optimal**") at the time of opening the Deposit Account. (*Attach an active link to the Deposit "Optimal"*). The Deposit Interest rate shall remain unchanged until the end of the deposit period.
- 2.10. Interest on the Deposit shall be accrued from the day following the day the monetary funds are credited to the deposit account until the day the monetary funds are repaid to the Customer.
- 2.11. Interest on the Deposit amount shall be accrued on the last business day of the month. Interest on the Deposit amount shall not be accrued on the day of depositing monetary funds and on the day of closing the Deposit.
- 2.12. The calculation base for interest calculation is the actual number of calendar days of the Deposit in the custody of the Bank, and the number of days in a year is the number of calendar days equal to 365 (366 – in a leap year).
- 2.13. Payout of the accrued interest on the Deposit shall be made on the last business day of the month and shall be transferred to the demand card account.
- 2.14. The maximum term of the Deposit in KGS and Russian rubles is 36 months, and in US dollars and euros is 12 months, with the possibility of early termination of the Agreement.
- 2.15. At the end of the Deposit period, the Deposit amount shall be transferred to the demand card account and will be effective on the terms and conditions of the demand deposit.
- 2.16. If the Deposit repayment date falls on a non-business banking day, the Deposit amount and the interest accrued thereon shall be transferred on the business day following this date.
- 2.17. In case of early termination of the Agreement on the Customer's initiative, the Deposit shall be repaid at the tariffs of the demand account, the interest previously paid out to the Customer shall be recalculated, and the difference shall be withheld from the Deposit amount at its repayment.
- 2.18. The Agreement shall enter into force from the moment the Customer deposits funds into the Deposit Account and shall terminate upon full performance by the Parties of their obligations under the

Agreement.

2.19. The deposit made within the framework of this Agreement shall be insured in the manner, amount, and according to the terms and conditions stipulated by the legislation of the Kyrgyz Republic.

2.20. All other essential terms and conditions of opening a fixed-term deposit account shall be specified in the customer's respective application.

### **3. BANK DETAILS**

**“Commercial Bank KYRGYZSTAN” OJSC**

Address: Bishkek city, Togolok Moldo Street, 54A

Postal code: 720033

TIN: 02712199110068

OKPO: 20137117

BIC: 103001

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Transactions and restrictions for remote identification and verification by the process of matching photos:

	Transaction type	Restrictions specified
1	Transfers with the purpose of payment for goods and services (to resident beneficiaries)	Maximum transaction amount: KGS 30,000; Amount of transfers per month: KGS 60,000. Payments to any high-risk organizations are prohibited.
2	Transfers with the purpose of payment for goods and services (to non-resident beneficiaries)	Maximum transaction amount: KGS 30,000; Amount of transfers per month: KGS 60,000.
3	Transfers between the individuals (between residents)	Maximum transaction amount: KGS 15,000; Amount of transfers per month: KGS 30,000. The payer and beneficiary shall pass at least the streamlined procedure of customer due diligence.
4	Transfers between the individuals (with the participation of a non-resident)	Maximum transaction amount: KGS 15,000; Amount of transfers per month: KGS 30,000. The resident of the Kyrgyz Republic shall pass at least the streamlined procedure of customer due diligence.
5	Transfers to the national budget.	No restrictions.
6	Receiving cash funds / a payment card	The Customer shall pass full identification in any branch of the Bank.
7	Transfers from a legal entity or an individual entrepreneur to an individual	Prohibited, except for the cases when the transaction is performed because of a previous payment refund (for example, due to rejection of goods or services).
8	Replenishment of a restricted account	No restrictions within the maximum balance limit.
9	Requirements for the balance	The maximum allowable amount is KGS 30,000.

Transactions and restrictions for remote identification and verification with the use of video communication means:

	Transaction type	Restrictions specified
1	Transfers with the purpose of payment for goods and services (to resident beneficiaries)	Maximum transaction amount: KGS 200,000; Amount of transfers per month: KGS 400,000. Payments to any high-risk non-commercial organizations are prohibited.
2	Transfers with the purpose of payment for goods and services (to non-resident beneficiaries)	Maximum transaction amount: KGS 200,000; Amount of transfers per month: KGS 400,000.

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3	Transfers between the individuals (between residents)	Maximum transaction amount: KGS 100,000; Amount of transfers per month: KGS 200,000.
4	Transfers between the individuals (one party is a non-resident)	Maximum transaction amount: KGS 100,000; Amount of transfers per month: KGS 200,000.
5	Transfers to the national budget	No restrictions
6	Receiving cash funds	Maximum transaction amount: KGS 100,000; Amount of transactions per month: KGS 200,000.
7	Obtaining a loan	Maximum transaction amount: KGS 15,000; Amount of transactions per month: KGS 30,000.
8	Payment of e-money/transfers into own accounts	No restrictions, with funds crediting to the own bank account of the resident of the Kyrgyz Republic, opened under the standard procedures of customer due diligence.
9	Transfers from a legal entity or an individual entrepreneur to an individual	Prohibited, except for the cases when the transaction is performed because of a previous payment refund (for example, due to rejection of goods or services).
10	Replenishment of a bank restricted account	No restrictions within the maximum balance limit.
11	Requirements for the balance	KGS 200,000.

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Commercial Bank KYRGYZSTAN OJSC

**Personal Data Owner Statement of Consent (Withdrawal of Consent)  
to collect and process his/her personal data**

<b>1. Personal Data Owner's details</b>	
1.1 PIN	
1.2 Surname	
1.3 Name	
1.4 Patronymic	
1.5 Date of birth	
1.6 Registered address (acc. to the passport)	
1.7 Actual place of residence	
1.8 Passport series and number	
1.9 Passport issue date	
1.10 Passport issuing authority	
1.11 Phone number	
1.12 E-mail address	
<b>2. Attorney's details (subject to the power of attorney issued)</b>	
2.1 PIN	
2.2 Surname	
2.3 Name	
2.4 Patronymic	
2.5 Date of birth	
2.6 Registered address (acc. to the passport)	
2.7 Actual place of residence	
2.8 Passport series and number	
2.9 Passport issue date	
2.10 Passport issuing authority	
2.11 In compliance with (the power of attorney, law, and other regulations)	
<b>3. Personal Data Processor's details</b>	
3.1 TIN	

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3.2 BIC (for commercial banks)			
3.2 Name			
3.3 Address			
3.4 Officer's full name			
3.5 Officer's title			
<b>4. Personal information (Check one variant)</b>			
4.1 Information from the personal insurance account with the indication of the wages fund		Yes	No
4.2 Information from the pension file with the indication of the pension amount		Yes	No
<b>5. Personal data processing</b>			
5.1 Consent effective date (date of signing)			
5.2 Consent expiration date (end-date)		01.01.2030	
5.3 Place (locality, address)			
<b>List of Consent statements to be read and signed</b>			
I furnish the Bank with the personal data as above for processing to provide me with the public service "Providing information from a personal insurance account to citizens" and/or "Providing information from a pension file";		[Full name in words] [Signature]	
I give my free, conscious, and voluntary consent to the Social Fund of the Kyrgyz Republic to provide personal information to the Personal Data Processor;		[Full name in words] [Signature]	
I am aware that my consent to the personal data processing is valid for the period specified in this Consent Statement;		[Full name in words] [Signature]	
I am aware that my consent to the personal data processing may be withdrawn before this Consent expiration, subject to the submission of a relevant application in any form to the Social Fund of the Kyrgyz Republic;		[Full name in words] [Signature]	
I am aware that if this personal data processing consent is withdrawn or expires, then my personal data processing may be completely or partially continued in compliance with the Personal Information Law of the Kyrgyz Republic.		[Full name in words] [Signature]	
<b>List of Consent Withdrawal statements to be read and signed</b>			
I give my free, conscious, and voluntary consent to the Social Fund of the Kyrgyz Republic to withdraw my consent to provide personal information to the Personal Data Processor;		[Full name in words] [Signature]	
I am aware that my personal data processing may be completely or partially continued in compliance with the Personal Information Law of the Kyrgyz Republic.		[Full name in words] [Signature]	



to the Public Offer for  
Personal Banking Agreement Conclusion with  
Commercial Bank KYRGYZSTAN OJSC

**STANDARD FORM  
of Personal Data Owner Statement of Consent  
to collect and process his/her personal data**

I, \_\_\_\_\_

PIN, assigned in the Kyrgyz Republic: \_\_\_\_\_

Identity document: \_\_\_\_\_ Series \_\_\_\_\_ No. \_\_\_\_\_  
(document type)

Issued on: \_\_\_\_\_ by \_\_\_\_\_ ,  
(date of issue, name of the issuing authority)

The actual place of residence: \_\_\_\_\_

Registered address: \_\_\_\_\_

Contact phone number: \_\_\_\_\_ E-mail \_\_\_\_\_

do hereby give my consent to \_\_\_\_\_  
(name and address of the organization)

- to process my personal data (collect, record, keep, update (reload, change), group the personal data);
- to transfer my personal data to any third parties in compliance with the Personal Information Law of the Kyrgyz Republic and other regulatory legal acts in the field of personal information;
- to transfer my personal data to credit bureaus in compliance with the Credit Status Information Exchange Law of the Kyrgyz Republic for further processing (collection, recording, keeping, updating (reloading, changing), grouping the personal data).

According to the following list of personal data and information about their change: national passport type, PIN, full name, date of birth, document number, name and code of the document issuing authority, date of issue, validity period, gender, digital image of the person, place of residence, marital status.

The collection and processing of my personal data shall be carried out solely for the purpose of

This consent shall be valid until the expiration of the period specified for keeping personal data or documents containing the above information, as determined in compliance with the legislation of the Kyrgyz Republic.

Consent to personal data processing may be withdrawn by the personal data owner on the grounds of a written free-form statement. In case of this consent withdrawal, the personal data processing may be completely or partially continued in compliance with Articles 5 and 15 of the Personal Information Law of the Kyrgyz Republic.

The personal data owner, upon a written request, shall have the right to receive information regarding the processing of his/her personal data (in compliance with Article 10 of the Personal Information Law of the Kyrgyz Republic).

I confirm that I am familiar with (a) the provisions of the Personal Information Law of the Kyrgyz Republic, (b) the Procedure for obtaining the personal data owner's consent to collect and process his/her personal data, (c) the Procedure and Form for notifying the personal data owners on the transfer of their personal data to a third party, approved by the Kyrgyz Republic Government Decree No. 759 dated November 21, 2017.

My rights and obligations in the field of personal data protection have been explained to me.

Date: \_\_\_\_\_  
(month, day, year) full name signature

Public Offer of Personal Banking

We, the undersigned, being the Customers of Commercial Bank KYRGYZSTAN OJSC (hereinafter referred to as the Bank), do hereby voluntarily give our consent to authorized employees of Commercial Bank KYRGYZSTAN OJSC to keep permanently and/or provide and/or receive any information about us to/from any of the credit bureaus, including Ishenim CB CJSC, which generate and exchange credit histories between financial and credit institutions and other legal entities/individuals, to reduce risks (including credit ones), prevent over-debt and streamline the procedure for consideration and provision of a credit/loan/financing/bank guarantees and other loan substitutes.

We also voluntarily give our consent to keep permanently and/or transfer and/or receive the information to/from the relevant public and other authorities, legal entities, and other persons, provided that the application for a credit/loan corresponds to a specific Financing Program / Project, under which, to control the planned use of funds, the Bank submits reports and information to the relevant public and other authorities, legal entities or other persons that control the process of observing the lending conditions under the Financing Program / Project.

This information shall include our personal data: full name of the individual / name of the legal entity, gender, date of birth, place of residence / business and any previous similar addresses, kind and type of activity, etc., information on loans / bank guarantees and other loan substitutes (loan type, loan amount, role of the data owner, date of application, details of pay history records, outstanding balance, default amount and total amount of the debt in this account, information about guarantors, pledgers and other persons who have formed or have obligations to the Providers of information, including other information) we have received from Commercial Bank KYRGYZSTAN OJSC, information about the measures taken against us in connection with non-fulfillment or improper fulfillment of our obligations under loans, and other information that became known to Commercial Bank KYRGYZSTAN OJSC during the period of consideration and execution of documents, in the process of the loan granting and repayment.

Therewith, Commercial Bank KYRGYZSTAN OJSC shall guarantee strict confidentiality of all the information we have provided.

We are also aware that this document shall not entail any obligations of Commercial Bank KYRGYZSTAN OJSC to issue a credit.

// // // //  
/signature/ /full name of the Borrower/ /signature/ /full name/ of the Borrower's spouse

**\*The Borrower shall be responsible for the authenticity of the credit information owners' signatures. the signatures do not match the ones belonging to these persons, the Bank has the right to refuse to issue a loan.**

//	//
/signature/ /full name/ Owner 1	/signature/ /full name/ Owner 5
//	//
/signature/ /full name/ Owner 2	/signature/ /full name/ Owner 6
//	//
/signature/ /full name/ Owner 3	/signature/ /full name/ Owner 7
//	//
/signature/ /full name/ Owner 4	/signature/ /full name/ Owner 8

Date of the Consent Statement being completed and signed, 20 A **credit bureau** is a legal entity, being a commercial organization in compliance with the legislation of the Kyrgyz Republic and providing services for the credit information exchange.

A **customer** is an individual or a legal entity associated with a particular credit / loan / financing (borrower / lessor / pledger / guarantor, etc.).

**Appendix 5**

to the Public Offer for  
Personal Banking Agreement Conclusion  
with Commercial Bank KYRGYZSTAN OJSC

**Personal Data Owner Statement of Consent (Withdrawal of Consent)**

**to collect and process his/her personal data**

I, \_\_\_\_\_ 18 \_\_\_\_\_

PIN, assigned in the Kyrgyz Republic: \_\_\_\_\_

Identity document: \_\_\_\_\_ Series \_\_\_\_\_ No. \_\_\_\_\_  
(document type)

Public Offer of Personal Banking

Issued on: \_\_\_\_\_ by \_\_\_\_\_ ,  
(date of issue, name of the issuing authority)

The actual place of residence: \_\_\_\_\_

Registered address: \_\_\_\_\_

Contact phone number: \_\_\_\_\_ E-mail \_\_\_\_\_

do hereby give my consent to \_\_\_\_\_  
(name and address of the organization)

to process my personal data (collect, record, keep, update (reload, change), group the personal data), the **information constituting a tax secret;**

to transfer my personal data to any third parties in compliance with the Personal Information Law of the Kyrgyz Republic and other regulatory legal acts in the field of personal information;

to transfer my personal data to credit bureaus in compliance with the Credit Status Information Exchange Law of the Kyrgyz Republic for further processing (collection, recording, keeping, updating (reloading, changing), grouping the personal data);

According to the following list of personal data and information about their change:

- 1) details of the taxpayer (corporate name or surname, name, and patronymic of the taxpayer), as well as the taxpayer identification number;
- 2) on the tax debt amount recognized by the taxpayer;
- 3) about all previously received and valid patents of the taxpayer.

Collection and processing of my personal data shall be carried out solely to decide on granting a loan and, providing other banking services.

This consent shall be valid until the expiration of the period specified for keeping personal data or documents containing the above information, as determined in compliance with the legislation of the Kyrgyz Republic.

Consent to personal data processing may be withdrawn by the personal data owner on the grounds of a written free-form statement. In case of this consent withdrawal, the personal data processing may be completely or partially continued in compliance with Articles 5 and 15 of the Personal Information Law of the Kyrgyz Republic.

The personal data owner, upon a written request, shall have the right to receive information regarding the processing of his/her personal data (in compliance with Article 10 of the Personal Information Law of the Kyrgyz Republic).

I confirm that I am familiar with (a) the provisions of the Personal Information Law of the Kyrgyz Republic, (b) the Procedure for obtaining the personal data owner's consent to collect and process his/her personal data, (c) the Procedure and Form for notifying the personal data owners on the transfer of their personal data to a third party, approved by the Kyrgyz Republic Government Decree No. 759 dated November 21, 2017, and (d) tax legislation of the Kyrgyz Republic in respect of the tax secret.

My rights and obligations in the field of personal data protection have been explained to me.

Date: \_\_\_\_\_  
(month, day, year) full name signature

to the Public Offer for the conclusion of the Agreement  
for banking services for an individual in Commercial Bank  
KYRGYZSTAN OJSC

## **PRIVACY POLICY OF MBANK SERVICES COMMERCIAL BANK KYRGYZSTAN OJSC**

This Personal Data Privacy Policy (hereinafter referred to as the Privacy Policy) applies to all information that Commercial Bank KYRGYZSTAN OJSC may receive about the User while using the MBANK service.

### **1. TERMS AND DEFINITIONS**

1.1. This Privacy Policy uses the following terms:

1.1.2. **Personal data** is any information relating to a directly or indirectly identified or identifiable respective individual (subject of personal data).

1.1.3. **Processing of personal data** is any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

1.1.4. **Confidentiality of personal data** is a mandatory requirement for the Service Provider to prevent their distribution without the consent of the subject of personal data (User) or other legal grounds.

1.1.5. **User** is an individual using banking and payment services through the remote/distant service system.

1.1.6. **Remote/distant service provider (service provider)** means banks, non-bank financial and credit organizations (hereinafter - NFCO), payment system operators and payment organizations that have a license/certificate of the National Bank for the right to perform certain banking and payment services provided for by the legislation of the Kyrgyz Republic.

### **2. GENERAL PROVISIONS**

2.1. Using by User's of the MBANK service means acceptance of this Privacy Policy and the terms of processing the User's personal data.

2.2. In case of disagreement with the terms of the Privacy Policy, the User must stop using the MBANK service.

2.3. This Privacy Policy applies only to the MBANK service.

### **2. SUBJECT OF THE PRIVACY POLICY**

2.1. This Privacy Policy establishes the obligations for the Commercial Bank KYRGYZSTAN OJSC on non-disclosure and provision of a regime for protecting the confidentiality of personal data.

2.2. Personal data authorized for processing under this Privacy Policy is provided to the Bank by the User:

3.2.1. If the User uses the MBANK service.

### **4. PURPOSE OF COLLECTING PERSONAL INFORMATION OF THE USER**

4.1. The User's personal data can be used in order to provide the User with access to the MBANK service and to be able to use the functionality.

### **5. METHODS AND TERMS OF PROCESSING PERSONAL INFORMATION**

- 5.1. The processing of the User's personal data is carried out without time limit, in any legal way, including in personal data information systems using automation tools or without using such tools.
- 5.2. The User's personal data may be transferred to authorized state bodies only on the basis and in the manner established by the legislation of the Kyrgyz Republic.
- 5.3. The Service Provider takes the necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, and from other illegal actions of third parties.
- 5.4. The Service Provider is not liable if personal data was intentionally transferred by the User, or unintentionally became known to third parties through the fault of the User.

## **6. OBLIGATIONS OF THE PARTIES**

### **6.1. The user is obliged:**

- 6.1.1. Provide information about personal data necessary to use the MBANK service.
- 6.1.2. Update, supplement the provided information about personal data in case of changes in the information specified in clause 6.1.1 of this Privacy Policy.

### **6.2. The Service Provider is obliged:**

- 6.2.1. Use the information received solely for the purposes specified in clause 4 of this Privacy Policy.
- 6.2.2. Ensure that confidential information is kept secret, not disclosed without the prior written permission of the User, and not to exchange, publish, or disclose in other possible ways the transferred personal data of the User, except for the established requirements of the legislation of the Kyrgyz Republic.
- 6.2.3. Take precautions to protect the confidentiality of the User's personal data in accordance with the procedure usually used to protect this kind of information in existing business transactions.

## **7. RESPONSIBILITY OF THE PARTIES**

- 7.1. The Service Provider is responsible for the unlawful use of the User's personal data, in accordance with the legislation of the Kyrgyz Republic, except as provided in clauses 5.2 and 5.4 of this Privacy Policy.
- 7.2. The service provider is responsible for the services provided, including unauthorized transactions, except in cases where the transactions occurred through the fault of the user himself, in accordance with the list, procedure and conditions of the remote/distant service system.

## **8. DISPUTES RESOLUTION**

- 8.1. Before applying to the court with a claim for disputes arising from the relationship between the User and the Service Provider, it is mandatory to submit a claim (a written proposal for voluntary settlement of the dispute).
- 8.2. The recipient of the claim, within 30 calendar days from the date of receipt the claim, notifies the claimant in writing on results of the claim consideration.
- 8.3. In the event of non-achievement the mutual consent of the Parties, the dispute will be referred to the judicial authority in accordance with the current legislation of the Kyrgyz Republic.
- 8.4. The current legislation of the Kyrgyz Republic applies to this Privacy Policy and the relationship between the User and the Service Provider.

## **9. ADDITIONAL TERMS AND CONDITIONS**

- 9.1. The new Privacy Policy comes into force from the moment it is posted on the Bank's Website, unless otherwise provided by the new version of the Privacy Policy.
- 9.2. The current Privacy Policy is posted on the page at [www.cbk.kg](http://www.cbk.kg)

## **GUIDELINES FOR USING OF THE MBANK SERVICE (hereinafter referred to as the “Guidelines”)**

### **1. TERMS AND DEFINITIONS.**

**Remote/distant service system** is a set of telecommunications, digital and information technologies, software and equipment that provide communication between the user and the service provider for the provision of banking and payment services remotely/distantly using ATMs, payment terminals, Internet banking, electronic wallet, mobile banking, mobile application and other methods of remote/distant service.

**Service provider's mobile application (mobile application)** is one of the tools of remote/distant service systems that allows the service provider to supply the user with banking and payment services remotely/distantly. The mobile applications of the service provider also include mobile applications of agents provided for by the Regulation "On the regulation of the payment organizations activities and payment system operators".

**User** is an individual, legal entity or individual entrepreneur using banking and payment services through a remote/distant service system.

**Remote/distant service** means a method of providing services by a service provider based on instructions transmitted by the user, remotely/distantly using remote/distant service systems.

**PIN-code (Personal identification number)** is a personal identification number that allows authenticating the user to complete the transaction.

**Personal account** is a special section of the user in the remote/distant service system of the service provider, which allows access to data on the status of the account/credit limit and cash flow, as well as other banking and payment services, including sending applications, confirmations and service provider orders.

**Authentication** means the procedure for establishing the user's identity by checking and comparing the characteristics of the presented identifier (PIN code, password, etc.).

**Login** is the user's code name for entering the personal account. The User's login is a mobile phone number. Example: "996\*\*\*\*\*".

**Code word** is a secret word used by the Service Provider to identify the User when communicating with him/her by phone. The User sets the code word when connecting to the Service.

**Permanent balance (reserve for the commission)** is a part of the funds of the Bank account, reserved for non-consensual deduction of fees for services, according to the current tariffs.

**Cash Dispensing Point (CDP)** is a specially equipped place (Bank branch/ATM) for performing operations on receiving and/or issuing cash using bankcards.

**Accounting record in the MBANK system** is a record containing information that the user provides about himself/herself when registering in the MBANK system.

**Default account** is the User's account selected as the main one for receiving funds in the MBANK service

### **2. SERVICE TERMS OF USE**

2.1. Remote/distant maintenance operations are carried out by the User from the User's mobile device through the Mobile Application (Internet connection<sup>22</sup> needs to use the application), 24 hours a day (every day without interruptions, except the time for preventive, routine and repair work).

2.2. Connection to the remote/distant Service System carries out by the following:

2.2.1. Based on an application for connection to the MBANK service; card account agreements on

demand.

2.2.2 Connection carries out independently by the User when passing remote identification

2.3. A password uses to enter the remote/distant Maintenance System. According to the Information Security Policy, there are certain requirements for storing system passwords.

2.3.1. Password (entrance not to the authentication zone) must contain 6 to 24 characters, and must consist of the following character groups:

- Latin and Cyrillic lowercase and capital letters;
- Numbers (0-9);

2.3.2 PIN code (for operation in the authentication zone)

- Numbers (4)

2.4. The User bears full responsibility for correctness of the operation details specified by him/her when using the Service is carried out.

2.5. Service breaks in the MBANK service operation for maintaining preventive and routine operations shall be made upon prior notification of the User by publishing relevant information in the MBANK news section on the Service Provider's website [www.cbk.kg](http://www.cbk.kg) and sending a push notification using the mobile application.

### 3. SAFETY

3.1. PIN and Password are strictly confidential information and must be known only to the User.

User when using mobile banking or mobile application:

- must not disclose to unauthorized persons his/her PIN code, password to the remote/distant service system, e-mail password, other information that may facilitate unauthorized access during remote/distant service on behalf of the User;
- strictly recommends periodically change self PIN-code or password used for mobile banking and mobile application;
- must not allow unauthorized persons to use own mobile phone through which a banking transaction is carrying out;
- in case of loss or theft of a mobile phone, immediately inform the Service Provider to independently change the PIN-code and/or Password in the mobile application and immediately contact any branch of the Service Provider or call the Service Provider's Contact Center by tel. +996 (312) 61-33-33, +996 (556) 61 33 33, +996 (770) 33 33 69, +996 (701) 33 33 (within 24 hours) to block the service;
- must not send his/her personal information containing a password or PIN code through e-mail, social-media and other means of electronic data exchange;
- strictly recommends regularly check the history of transactions and statements to track errors or unauthorized transactions and immediately inform the service provider on any cases of unauthorized transactions;
- must immediately notify the service provider if any questions arise regarding the security of access to remote/distant service systems.

3.2. It is not recommended to save the login and PIN-code and/or Password in a PC/laptop/mobile device if additional security tools are not installed on it (for example, unlocking by password or digital key).

3.3 In the event of three times in a row incorrect Password entering, the account is blocked for 900 seconds. A customer will be able re-enter the password upon elapsing this time.

3.4 In the case of using the function of "forgotten password", a customer will receive an SMS with a temporary password consisting upper and lower case Latin letters and numbers.

3.5 For the safe Service use using a PC/laptop/mobile device of general (non-personal) use, it is recommended to ensure the confidentiality of the information entered from the keyboard and received on the screen, and log out correctly from the system (selecting the "Logout" command in the menu Services is recommended) upon completion of the work.

3.6 The Service Provider does not bear any responsibility for damage caused to the User by the actions of third parties in case of non-compliance by the User with the conditions provided for in clauses 3.1., 3.2. of these Guidelines.

### 4. LIST OF POSSIBLE OPERATIONS USING REMOTE/DISTANT SERVICE SYSTEM

4.1. When connecting to the remote/distant service system, the User will be able to have access for:

4.1.1. Money transfers:

Transfers between own accounts;

Transfer of funds by phone number;

Transfer of funds by bank details

4.1.2. Requesting funds from other users of the Service;

4.1.3. Payment for services (utility payments, payment for communication services and other payments, payment of traffic police fines, etc.);

4.1.4. Payment of requests for funds from other users of the Service;

4.1.5. Payment for goods and services in the network of trade and service enterprises;

4.3.6 Payment by QR code;

4.3.7 Viewing account statements;

4.3.8 Viewing detailed information on completed transactions;

4.3.9 Viewing exchange rates for non-cash transactions;

4.3.10 Receipt of a payment receipt with the seal of the Bank;

4.3.11 Opening a deposit;

4.3.12 Opening a virtual card;

4.3.6 Payment by QR code;

4.3.7 Follow up account statements;

4.3.8 Viewing detailed information on completed transactions;

4.3.9 Viewing exchange rates for non-cash transactions;

4.3.10 Receipt of a payment receipt with the Bank seal;

4.3.11 Opening a deposit;

4.3.12 Opening a virtual card;

4.3.13 Ability to change of a bank card PIN-code;

4.3.14 Enable/Disable SMS notifications and Internet payments to bankcards;

4.3.15 Getting a loan;

4.3.16 Sending a SWIFT application;

4.3.17 Creation of payment templates;

4.3.18 Obtaining an account statement with and without balances;

4.3.19 Ability to obtain bank account details;

4.4 Replenishment of the User's account carries out in cash through the cash desk, cash-in terminals, ATMs (with the cash-in function and only with a payment card), or by bank transfer.

4.5 Cash withdrawal by the User carries out at any branch of the Service Provider through the cash desk with the obligatory submission a passport, or by means of a payment card at ATMs and cash dispensing office upon presentation of the card PIN code.

The list of cash withdrawal and account replenishment points can be found on the website [www.cbk.kg](http://www.cbk.kg), information stands at the Service Provider's offices, operators, or at the Supplier's Contact Center by tel. indicated on the official website of the Service Provider [www.cbk.kg](http://www.cbk.kg).

## **5. TRANSFER OF FUNDS ON BANK DETAILS**

5.1. Payments to the requisites carried out on accounts within the Bank performs only within business days until 17.00. In this case, the currency of the debiting account must match the currency of the recipient's account.

## **6. OBTAINING INFORMATION ON ACCOUNT**



6.1. When performing the “balance inquiry” function of the User’s accounts in the remote/distant service system of the Service Provider, the following are displaying

**Total balance, Account balance.** *IF YOU HAVE VISA CARD, ELCART CARD:*

**Total balance** is the balance of all funds, including the minimum balance. These funds, minus the minimum balance, are available for transactions in the Mobile Banking system;

**Balance of account** is only the funds of the minimum balance;

6.2. When requesting a balance and an account statement in the MBANK system, information is displayed excepting account unprocessed transactions within the rules of payment systems.

## **7. INTRODUCING THE CLAIM ACTIVITIES.**

6.1. In the event of making erroneous payments through the MBANK service, the client must contact any branch of the Service Provider to submit a claim, or during non-working hours of the Service Provider, call the Contact Center of the Service Provider at the current phone numbers indicated on the Service Provider website [www.cbk.kg](http://www.cbk.kg)

6.2. Users' applications for claim payments shall consider by the Service Provider within 3 business days, depending on the payment made. The Service Provider does not guarantee a refund in case of a refusal from the counterparty involved in the payment process.

Conversion schemes for payment cards of Commercial Bank KYRGYZSTAN OJSC to perform card transactions in the international payment systems.

<b>Payment in a web shop of KZT 100,000.00</b>	
<b>Card currency is USD, payment is in KZT</b>	
Case 1. When the USD exchange rate is higher at the date of the transaction processing	Case 2. When the USD exchange rate is lower at the date of the transaction processing
<b>USD 1 = KZT 469.69 at the IPS rate</b>	<b>USD 1 = KZT 469.69 at the IPS rate</b>
KZT 100,000.00 / KZT 469.69 = USD 212.90 as of the date of the transaction	KZT 100,000.00 / KZT 469.69 = USD 212.90 as of the date of the transaction
<b>USD 1 = KZT 470.00 at the rate of the commercial bank</b>	<b>USD 1 = KZT 468.00 at the rate of the commercial bank</b>
KZT 100,000 / KZT 470.00 = USD 212.76 as of the date of the financial transaction processing	KZT 100,000 / KZT 468.00 тенге = USD 213,67 as of the date of the financial transaction processing
Total: USD 212.90 - USD 212.76 = USD 0.14 (foreign exchange gain)	Total: USD 212.90 - USD 213.67 = USD - 0.77 (foreign exchange loss)

<b>Card currency is KGS, payment is in USD</b>	
Case 1. When the USD exchange rate is higher at the date of the transaction processing	Case 2. When the USD exchange rate is lower at the date of the transaction processing
<b>USD 1 = KGS 83.00 at the IPS rate</b>	<b>USD 1 = KGS 83.00 at the IPS rate</b>
USD 212.90 * KGS 83.00 = KGS 17,670.70 as of the date of the transaction	USD 212.90 * KGS 83.00 = KGS 17,670.70 as of the date of the transaction
<b>USD 1 = KGS 84.00 at the rate of the commercial bank</b>	<b>USD 1 = KGS 82.00 at the rate of the commercial bank</b>
USD 212.90 * KGS 84.00 = KGS 17,883.60 as of the date of the financial transaction processing	USD 212.90 * KGS 82.00 = KGS 17,457.80 as of the date of the financial transaction processing
Total: KGS 17,670.70 - KGS 17,883.60 = KGS - 212.90 (foreign exchange loss)	Total: KGS 17,670.70 - KGS 17,457.80 = KGS 212.90 (foreign exchange gain)

<b>Money transfer (P2P transfer)</b>	
<b>Transfer from Russia to a card of our Bank of RUB 100,000.00 (beneficiary card currency is KGS)</b>	
<b>USD 1 = RUB 82.50 at the IPS rate as of the date of the transaction</b>	
<b>USD 1 = KGS 83.00 at the IPS rate as of the date of the transaction</b>	
RUB 100,000.00 / RUB 82.50 = USD 1,212.12	
USD 1,212.12 * KGS 83.00 = KGS 100,605.96	
Case 1. When the KGS and RUB exchange rates are higher at the date of the transaction processing	Case 1. When the KGS and RUB exchange rates are lower at the date of the transaction processing
<b>USD 1 = RUB 83.00 at the rate of the commercial bank</b>	<b>USD 1 = RUB 82.00 at the rate of the commercial bank</b>
<b>USD 1 = KGS 83.50 at the rate of the commercial bank</b>	<b>USD 1 = KGS 82.50 at the rate of the commercial bank</b>
RUB 100,000.00 / RUB 83.00 = USD 1,204.81	RUB 100,000.00 / RUB 82.00 = USD 1 219,51
USD 1,204.81 * KGS 83.50 = KGS 100,601.63	USD 1,219.51 * KGS 82.50 = KGS 100,609.57
Total: KGS 100,605.96 - KGS 100,601.63 = KGS 4,33 (foreign exchange gain)	Total: KGS 100,605.96 - KGS 100,609.57 = KGS 3,61 (foreign exchange loss)