

## **PUBLIC OFFER ON CONCLUSION OF GENERAL BANK ACCOUNT AGREEMENT**

The present public offer, according to the part 2, article 398 of Civil code of Kyrgyz Republic is considered public and is an offer of “Bank Kompanion” CJSC (hereinafter – the Bank) towards any individual with legal capacity, excluding self-employed entrepreneurs, to conclude General bank account agreement (hereinafter – the Agreement) on the terms listed below.

The Agreement is considered concluded from the moment the Bank receives an application in the established form from the individual (hereinafter - the Client), which means acceptance of the current Offer and, according to the article 402 of the Civil Code of Kyrgyz Republic, Clients’ acceptance of all Agreement terms, individual account opening and maintenance policy of Bank Kompanion CJSC, individual bank card issuance and maintenance policy of Bank Kompanion CJSC (hereinafter – Policies), available at information boards of the Bank’s outlets and/or at the Bank’s website: [www.kompanion.kg](http://www.kompanion.kg) (hereinafter – Bank website), given that Client provides all documents necessary for opening an Account in accordance with the legislation of the Kyrgyz Republic and internal policies and procedures of the Bank. The fix-term deposit agreement, concluded in accordance with the paragraph 3 of the Agreement, is considered concluded from the moment of deposit funds receipt to the account.

The current Offer remains in effect until the moment of annulment, or publication of the new Offer.

### **1. SCOPE OF THE AGREEMENT**

- 1.1. The agreement defines the procedure and conditions for opening and maintaining deposit accounts in the currency specified in the Client’s application (hereinafter – Account/Accounts).
- 1.2. Under the Agreement, if the corresponding service is available at the Bank, the Client can be provided with the following services: opening and servicing one or several accounts for demand deposits / fix-term deposits, issuing and servicing bank cards, distant banking and payment services - Internet banking and / or mobile banking, overdraft of bank account, and other services provided for the Client to manage the accounts.

### **2. DEMAND DEPOSIT ACCOUNT MAINTENANCE**

- 2.1. The accounts could be opened by the Bank according to the Client’s application and/or independently by the Client via information systems of the Bank on distant banking services “Internet-banking”/ “Mobile banking” (hereinafter – IB system).
- 2.2. The account number is issued for the Client by any means of communication not later than the next working day after account opening.
- 2.3. The Client confirms that he/she is a lawful owner of the funds and the source of the funds, arriving to the account, is legal.
- 2.4. Besides the personal funds, the salary, copyright royalty, pension funds, child support payments, social allowances, funds from other bank accounts, inheritance-related payments, funds from the sale of the Client’s property, money transfers and other payments, including loan payments, can be placed to the demand deposit account. The demand deposit account can be debited for personal payments, including payments for the purchase of goods (services) for personal use, loan replenishments, utility payments and other personal payments.
- 2.5. Interest on funds, located on the demand accounts, do not accrued and disbursed by the Bank, except as otherwise provided in the Agreement/s between the Parties.
- 2.6. All operations on the Demand deposit account are carried at the direction of the Client and/or according to payment documents. The Client’s direction may be provided through electronic communication and / or using remote banking systems and / or electronic wallet. Payment documents are accepted for execution within the operation hours set by the Bank

(hereinafter referred to as “Banking hours”), including settlements being made on the day of submission of documents received during banking hours. Documents received by the Bank outside banking hours are executed by the Bank on the next business day.

2.7. If the Client assign to the Bank several operations total amount of which exceeds the account balance, the Bank carries the operations at its own discretion, or according to the law of the Kyrgyz Republic.

2.8. All the payments and operations within the Account are carried in the Account currency.

2.9. The monetary funds in foreign currency received in favor of the Customer shall be credited by the Bank no later than the business day following the day of receipt of the account statement of the corresponding correspondent bank.

2.10. Conditions of the fix-term deposit are regulated by a separate agreement, and in case of remote opening of the fix-term deposit (through the IB system) - by chapter 3 of the Agreement. Payment of interest on a fixed-term deposit and repayment of deposit funds is made by crediting to the demand account of the Client, unless otherwise specified by the Fixed-term Deposit Agreement.

2.11. Deposit conditions on other repayment terms are regulated by the separate agreement.

### **3. DISTANTLY OPENED FIX-TERM DEPOSIT**

3.1. Within the framework of the Agreement, as well as the General Agreement of the bank account, signed by the Bank's client with his own signature, the Client, who is a user of the IB system, can remotely open a fix-term deposit, the conditions of which are contained in this chapter.

3.2. Agreement on fix-term deposit, opened using the IS system, is considered to be concluded in the form of an electronic document signed with an electronic signature.

3.3. A fix-term deposit can be one of two types (products): “Fix-term” or “Savings”.

3.4. Proposed General Terms for “Fixed-term deposit” <https://www.kompanion.kg/ru/retail/deposit/vklad-srochnyy> and “Savings deposit” <https://www.kompanion.kg/ru/retail/deposit/vklad-nakopitelnyy> are indicated in the relevant sections on the Bank's website.

3.5. Individual terms and conditions of a fixed-term deposit (type of fixed-term deposit, amount, currency, term and nominal interest rate) are selected by the Client on the relevant pages of the IB system from the proposed general terms and conditions of a fixed-term deposit, and are further indicated in the Information on the deposit, which is an integral part of the Fixed-term deposit agreement.

3.6. In case of opening a fixed-term deposit on weekends / holidays, it is considered accepted on the next business day.

3.7. Interest on the fixed-term deposit amount is calculated from the day it is received by the Bank until the day before it is returned to the Client or debited from the Client’s account for other reasons.

3.8. When calculating the base of the year, the actual number of days in a year is taken into account.

3.9. If the date of deposit recovery and / or date of interest accrual falls on a weekend or holiday, then payments are made on the next business day after it.

3.10. Upon the date of deposit recovery and its non-demand, the fixed-term deposit agreement is terminated, and the terms of on-demand deposit, in accordance with the Bank's current tariffs are applied. The Bank credits the deposit amount and the accrued interest to the on-demand deposit account and closes the fixed-term deposit account.

3.11. In case of early termination of the Term Deposit Agreement by the Client, the total accrued interest on the fixed-term deposit is recalculated from the day the deposit is received until the date preceding the deposit return date according to the following interest rates:

- before the expiration of 12 (twelve) months from the date of receipt of the term deposit, an interest rate of 0% (zero percent) is applied;

- after 12 (twelve) months from the date of receipt of the fixed-term deposit, the following interest rates apply (but not lower than the interest rates on demand deposits valid at the time of termination): 1) for a “Fixed-term” deposits - at an interest rate of 30 % (thirty percent) of the interest rate specified in the Deposit Information; 2) for “Savings” deposit - at an interest rate of 3% per annum.

In case of recalculation of the interest rate under the terms of this paragraph, the difference between the initial and new interest rates shall be withheld by the Bank from the principal amount of the term deposit.

3.12. If, according to the requirements of the legislation of the Kyrgyz Republic, tax withholding on the amount of interest received under the Term Deposit Agreement is provided, the Bank withholds taxes on the amount of interest paid.

3.13. Other terms of the Term Deposit Agreement, not provided for by this chapter, shall be regulated by the Agreement in so far as this is applicable.

#### **4. PAYMENT FOR BANKING SERVICES AND SETTLEMENT PROCEDURE**

4.1. The Client is obliged to pay for banking services in accordance with the applicable rates of the Bank, unless otherwise provided by an additional agreement. The rates are placed on information boards in Bank outlets and on the Bank website. All expenses of the Bank and / or third parties related to the execution of the Client's arrangement on the Account are made at the expense of the Client.

4.2. Payment for the services of the Bank under the Agreement is made by direct debit of funds from any account of the Client. The Bank has the right to use the funds in any of the Client's accounts and converse the funds to the relevant currency according to the purchase rates of the Bank to pay for services provided for the Client's operations. The Client assigns the Bank to debit the commission from its accounts for the services rendered in the first priority, without further authorization.

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

##### **5.1. The Client agrees to:**

5.1.1. Provide the Bank with the necessary package of documents stipulated by the legislation of the Kyrgyz Republic and local regulatory acts of the Bank for opening an Account and performing operations on it.

5.1.2. Provide upon request of the Bank, within 3 (three) business days, the requested information and documents relating to the activities of the Client and the banking operations carried out by the Client, in accordance with the requirements of the legislation of the Kyrgyz Republic on combating financing of terrorist activities and legalization of criminal proceeds.

5.1.3. Immediately provide information and copies of documents in case of updating the information specified in the client's and (or) beneficial owner's questionnaire or in other cases stipulated by the legislation of the Kyrgyz Republic.

5.1.4. Not to use the services provided by the Bank for any illegal purposes.

5.1.5. To inform about erroneously performed operations on the Account and return to the Bank the erroneously credited funds no later than the next day after detection and / or notification by the Bank.

5.1.6. Not later than 1 (one) business day, notify the Bank of all changes, including changes in address, telephone and fax numbers, etc. in writing. Otherwise, all correspondence of the Bank sent to the Client's last known address is considered to be duly received by the Client.

##### **5.2. The Client has the right to:**

5.2.1. Manage the funds, available at the Account.

5.2.2. Receive statements of cash flow and account balance.

5.2.3. Terminate the Agreement unilaterally by submitting to the Bank a written application to close the Account / all Accounts.

## **6. RIGHTS AND OBLIGATION OF THE BANK**

### **6.1. The Bank agrees to:**

6.1.1. Fulfill the Client's directives to conduct operations on his Account, accept and credit the funds received to the Client's Account in the corresponding currency of the Account.

6.1.2. Provide access to all of the Bank's Procedures and Rates by posting them on information boards in Bank outlets and on the Bank website.

### **6.2. The Bank has the right to:**

6.2.1. Require the provision of additional documents and information related to the operation performed on the Account, confirming the legality of the operation, within the measures to counter the financing of terrorist activities and the legalization of criminal proceeds, as well as the economic feasibility of the operation, including the ones already performed. If the Client refuses to provide the required documents, the Bank reserves the right to refuse to carry out any operations on the Account.

6.2.2. To terminate the Agreement unilaterally with the obligatory notification of the Client to the last known address and/or by telephone/electronic message to a mobile number/email, 1 (one) calendar month before the closure of the Account, if: 1) the client has not submitted the relevant documents necessary to fulfill the requirements for identification and verification of the Client and establish the beneficial owner, other measures of proper verification of the client to conduct operations on the Account, and also absence of documents, confirming the economic feasibility of the transaction and the validity of the client's real economic activity necessary for conducting operations on the account; 2) false documents have been submitted; 3) the Client is reported participating in terrorist and extremist activities or the proliferation of weapons of mass destruction, according to the information obtained in accordance with the norms of the legislation of the Kyrgyz Republic; 4) the client does not pay for the services provided by the Bank in accordance with the Rates; 5) there are no funds / operations on the Account for 12 (twelve) calendar months; 6) in other cases stipulated by the legislation of the Kyrgyz Republic.

6.2.3. To amend this Agreement unilaterally without the consent of the Client, except for cases of reduction in interest on deposits made on the terms of its issuance after a certain period of time or upon the occurrence of circumstances stipulated by the Agreement.

6.2.4. Change the Account number by written notification of the Client at the last known address and / or by telephone / electronic message to a mobile number / email, at least 10 (ten) business days before the expected date of change. After changing the Account number, all funds are transferred to the new Account and subsequent operations are performed on the new Account.

6.2.5. Unilaterally amend and / or supplement the Policies with a notification thereof at least 10 (ten) business days before the date of entry into force of these changes and additions by posting them on information boards in Bank outlets and on the Bank website.

6.2.6. To conduct operations on the Client's account, attract other banks and / or financial and credit organizations, and / or payment organizations, and / or payment system operators of its choice.

6.2.7. To deduct money from all Client Accounts in the Bank without acceptance, in cases and in the manner prescribed by the legislation of the Kyrgyz Republic and the Agreement, including repayment of the Client's debt to the Bank arising from any legal relationship between the Bank and the Customer, in case of erroneous or unjustified transfer of funds by the Bank to the Customer Account. If the currency of the Account differs from the currency of the debt during the conversion, the exchange rate established by the Bank shall be applied.

6.2.8. In cases where payment documents that serve as the basis for crediting funds to the Client Account contain incomplete, distorted, inaccurate or contradictory information or there are no such documents, to delay the transfer of the funds to the Client Account until documents containing the necessary information are received. The Bank is also entitled to return the

amount to the sender in case of absence of information in the document or indication of incorrect information necessary for proper verification of the Client.

6.2.9. Put on hold/block an account transaction in cases and in the manner stipulated in the legislation of the Kyrgyz Republic on combating the financing of terrorist activities and legalization (laundering) of criminal proceeds, as well as in cases of committing or suspicion of committing fraudulent and other criminal transactions.

## **7. OTHER CONDITIONS**

7.1. The Client (if s/he or his/her ultimate beneficiary is a US resident) agrees to the provision of information by the Bank in accordance with the US Foreign Account Taxation Act (FATCA).

7.2. The deposit is protected in accordance with the Law of the Kyrgyz Republic “On the protection of bank deposits”.

7.3. The Agreement is concluded for an indefinite period, comes into force from the moment the Bank receives an application in the established form from the Client and can be terminated upon the relevant application of the Client, or by the Bank in cases provided in clause 6.2.2 of the Agreement, or in accordance with the legislation of the Kyrgyz Republic.

7.4. The place of conclusion of the Agreement shall be considered the location of the Bank / the relevant Bank outlet.

7.5. A fixed-term deposit agreement is considered concluded from the moment the deposit funds are transferred to the fixed-term deposit account and is valid until the date of fixed-term deposit recovery. Automatic prolongation under the Term Deposit Agreement is not provided. A fixed-term deposit agreement is drawn up in writing, including in the form of an electronic document signed with an electronic signature.

7.6. The use of login, password, codes and other identifiers is recognized as a simple electronic signature. A simple electronic signature is recognized as substitute of a handwritten signature. The use of a simple electronic signature by the Client implies the same legal consequences as when affixing a handwritten signature in accordance with the legislation of the Kyrgyz Republic. The acceptance of this Offer, as well as the Agreement and the Fix-term Deposit Agreement, concluded by the Client using a simple electronic signature, are equated to a transaction concluded in simple written form and have the same legal force as an acceptance / contract on paper signed with the Client’s handwritten signature.

7.7. The Bank is released from liability in cases where the delay occurred due to the fault of the correspondent bank and / or due to the fault of the Client indicating incorrect details.

7.8. The parties are released from liability for the period of force majeure circumstances, such as natural disasters, riots, epidemics, etc. A party referring to force majeure circumstances is obliged to notify the other Party in writing no later than 10 (ten) business days from the day such circumstances occur with the provision of a supporting document.

7.9. Any disputes and disagreements that cannot be resolved through negotiations are resolved in a judicial proceeding in accordance with the legislation of the Kyrgyz Republic. The parties, guided by Article 34 of the Civil Procedure Code of the Kyrgyz Republic (CPC KR), agreed to change the jurisdiction established by Article 30 of the CPC KR, stating that the Bank has the right to file claims at the location of the Bank or its branches, or at the location of the defendant, except for claims, whose jurisdiction is established by article 32 of the Code of Civil Procedure of the Kyrgyz Republic. The Client has the right to file claims against the Bank only at the location of the Bank.

7.10. Conditions not provided in the Agreement shall be regulated in accordance with the legislation of the Kyrgyz Republic and business practices.

## **8. BANK DETAILS**

“Bank Kompanion” CJSC

Address: 62 Shota Rustaveli str., Bishkek, 720044

TIN: 01210200410119, OKPO: 23672096, BIC: 113001, Corresponding account number in NBKR № 1013810003780106