



Approved by Resolution of
 the Management Board of
 Optima Bank OJSC
 Protocol No. 7(3) dated March 5, 2026

**AGREEMENT FOR A FULL PACKAGE OF BANKING SERVICES FOR INDIVIDUALS
 AT Optima Bank OJSC**

Contents

Chapter 1. General Provisions2

Chapter 2. Basic Terms and Definitions Used in the Agreement3

Chapter 3. Bank Account.....6

Chapter 4. Cash Services at the Premises of the Bank 14

Chapter 5. Transactions in ATMs/Automated Deposit Machines of the Bank 14

Chapter 6. Conversion Services (Non-Cash Exchange Transactions) on the Customer's
 Account..... 14

Chapter 7. Procedure for Accepting and Keeping Funds on Fixed-Term Deposits 15

Chapter 8. Procedure for Card Issuance and Servicing21

Chapter 9. Safety Deposit Box Rental27

Chapter 10. Tariffs, Pricing Package32

Chapter 11. Dispute Settlement.....33

Chapter 12. Change of Information and Confidentiality34

Chapter 13. Miscellaneous35

Chapter 14. Duration and Termination of the Agreement.....36

Chapter 15. Appendices to the Agreement for a Full Package of Banking Services for
 Individuals37

Chapter 1. General Provisions

- 1.1. The Agreement for a Full Package of Banking Services for Individuals at Optima Bank OJSC (hereinafter referred to as the Agreement) and the Application Form or the Application, duly completed and signed by a Customer, are a single document - the Agreement concluded between the Customer and Optima Bank OJSC (hereinafter referred to as the Bank) in writing.
- 1.2. The Agreement is an accession agreement concluded in accordance with the provisions of Article 387 of the Civil Code of the Kyrgyz Republic, the terms of which apply to all Customers. The Agreement can also be concluded when the Customer passes registration in "Optima24 Internet Banking" by accepting the Offer (Proposal) for concluding an Agreement for Banking Remote Customer Service in the "Optima24" System of Optima Bank OJSC.
- 1.3. Application Form/Application shall be signed by the Customer in two copies, one shall be kept by the Bank, the second copy, with the Bank's mark of acceptance, shall be transferred to the Customer and represents a document confirming the conclusion of the Agreement, and in the case of a fixed-term deposit, it also confirms the right to claim against the Bank the amount paid on the fixed-term deposit. The Customer confirms that the information/data contained in the Application Form/Application are true and correct.
- 1.4. The Customer agrees that he/she has read the Agreement, understands the text and expresses his/her consent to the text of the Agreement in full, without any comments or objections, the Agreement does not contain any conditions that are burdensome for him/her, which he/she would not accept based on his/her interests.
- 1.5. The Agreement may be concluded using an analogue of a handwritten signature in cases provided for by the legislation of the Kyrgyz Republic in force.
- 1.6. The Agreement shall determine the procedure for providing the Customer with a full package of banking services related to:
 - Opening, maintenance of fixed-term deposits/accounts;
 - Issuance of bank payment cards;
 - Provision of safety deposit boxes for rent;
 - Carrying out transactions related to the provision of the above services, including through remote service channels (self-service machines, Optima24 Internet Banking, Contact Centre);
 - Other issues related to the provision of the above services.
- 1.7. The conclusion of the Agreement with Bank-related parties shall be carried out in accordance with the legislation of the Kyrgyz Republic in force on public terms.
- 1.8. By concluding the Agreement, the Customer shall agree to receive any information and/or documents that are addressed and/or will be addressed by the Bank to the Customer, using the details specified in the Customer's Application Form/Application.
- 1.9. The Agreement is standard and is not subject to any changes by the Customer. The Agreement and annexes hereto may be amended and/or supplemented by the Bank, while the Bank shall preliminarily place information on the amendments and/or additions made on the Bank's corporate website at: https://www.optimabank.kg/index.php?option=com_newscatalog&view=default&cid=4&Itemid=215&lang=ru in the "News" section, taking into account the period established by the legislation of the Kyrgyz Republic in force for informing about upcoming changes.
- 1.10. If the Customer does not agree with the amendments and/or additions to the Agreement and annexes hereto, the Customer shall have the right to terminate the Agreement by notifying the Bank to that extent in writing by submitting an Application

for closing a bank account/fixed-term deposit/terminating the safety deposit box rental according to the format established by the Bank. If, prior to the entry into force of the new version of the Agreement, the Bank does not receive a written Application from the Customer to close a bank account/fixed-term deposit/terminate the safety deposit box rental, the Bank shall consider this circumstance to be an expression of the Customer's consent to the amended and/or supplemented terms of the Agreement.

- 1.11. The provision of banking services and products not included in the Agreement may be regulated by separate contracts, agreements and rules (conditions) of service concluded/established both before and after the conclusion of the Agreement. In case of discrepancies between the articles of the Agreement and contracts, agreements and rules of service relating to certain accounts, banking services and products, the relevant separate contracts, agreements and rules of service shall prevail, unless otherwise specified by the Agreement.
- 1.12. Before concluding the Agreement, the Customer shall have the right to familiarize himself/herself with the text of the Agreement posted on the Bank's corporate website at https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru.
- 1.13. The Customer shall agree that the Bank and the Customer will sign agreements, contracts, as well as all other related documents, using the Bank's means of facsimile copying of the signature of an authorized person of the Bank, or using means of identification, including an electronic digital signature.
- 1.14. For the purposes of receiving banking services and complying with the requirements of the legislation of the Kyrgyz Republic in force, the Customer shall agree to the collection and processing of his/her personal data by joining the Offer of Optima Bank OJSC for the collection, processing and storage of personal data ([Appendix 1](#) to this Agreement), posted on the Bank's corporate website at: https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru
- 1.15. The Customer shall agree to the correction by the Bank of his/her personal data, in case of their change (surname, address, etc.), if they are entered into the databases of authorized bodies (Ministry of Digital Development, etc.) and used by the Bank in accordance with agreements concluded with authorized bodies-holders of personal databases.

Chapter 2. Basic Terms and Definitions Used in the Agreement

- 2.1. The terms and definitions used in the text of the Agreement shall have the interpretation given in this chapter, unless a different interpretation is contained directly in the text of the Agreement:

Authentication – the procedure for establishing the authenticity of the user's identity by checking and comparing the characteristics of the identifier (PIN code, login, etc.);

Bank Payment Card (Card) – a payment instrument used for making settlements when purchasing goods, services, receiving cash in national and foreign currencies, making money transfers, as well as for payments in the form of electronic money through terminals, ATMs or other machines (peripheral units);

Bank Deposit – funds in national or foreign currency placed by individuals in a bank for the purpose of storing and receiving income for a period either on demand or until the occurrence (non-occurrence) of a circumstance (event) specified in the concluded agreement;

Bank Account (hereinafter referred to as the Account) – a way of reflecting the contractual relationship between the bank and the customer for accepting a bank deposit (deposit) and/or for the bank to perform transactions related to the provision of banking services to the customer, including payments and settlements using bank payment cards (card account) provided for by the Agreement, the legislation of the Kyrgyz Republic and the business conduct applied in banking practice;

Beneficial Owner – an individual (individuals) who ultimately (through the chain of ownership and control) directly or indirectly (through third parties) has the right the ownership or controls the customer or the individual on whose behalf or in whose interests the operation (transaction) is performed;

Verification – the procedure for verifying the identification data of the customer and (or) the Beneficial owner;

Depositor – a person who has deposited the amount of money in the Bank or in whose name the amount of money has been received in the Bank from a third party, and who has a corresponding agreement;

Payer – an individual replenishing the deposit in cash and/or opening a Deposit in favor of the Depositor;

Bank Account Statement – a document issued by the Bank, which contains reliable information about transactions made on a bank account. The statement can be provided in paper or electronic form.

Holder of the Personal Data Base – an authorized body that is empowered to determine the purposes, categories of personal data and control the collection, storage, processing and use of personal data in accordance with the Law of the Kyrgyz Republic “On Personal Information”;

Optima Gold for a Child – a bank payment card opened for a child upon registration of the Child customer with Optima24 and linked to the parent’s account (hereinafter referred to as the Child Card);

Authorized Representative – an individual acting in virtue of a notarized power of attorney on behalf of, at the expense of, and for the benefit of the Customer;

Debt – the amount of the Customer’s debt to the Bank under the Agreement and/or separate agreements, including, but not limited to, the principal amount actually received on the loan, interest, Bank commissions, and other debts that may arise from the Customer;

Legislation of the Kyrgyz Republic - a code of current laws of the Kyrgyz Republic, consisting of a set of regulatory legal acts governing public relations;

Application Form/Application – an application filled in by the Customer upon receipt of banking services: opening an on-demand account / opening a fixed-term deposit / issuing a card / rental of a safety deposit box / receiving a credit card and others;

Identification – the procedure for establishing identification data about the customer and/or beneficial owner;

“Optima24” Remote Banking Service System (hereinafter referred to as Optima24) - a software package consisting of an Internet and mobile banking system, through which the Bank provides the user with electronic banking services;

Card with specimen signature – means a document according to the format established by the bank, with information about the Customer, another person authorized to open, close and carry out transactions on the Account and a specimen of his/her signature;

Customer – an individual who has an account / fixed-term deposit / card / safety deposit box with the Bank on the basis of the Agreement concluded with the Bank;

Child Client – an individual between the ages of 6 (six) and 16 (sixteen) years, a child cardholder, and a Kyrgyz Republic birth certificate holder;

Code Word – a combination of characters (letters and/or numbers) selected by the Customer and specified by him/her in the relevant application form/application for receipt/renewal of a payment card, used to identify the Customer when the Customer contacts the Bank's Contact Center;

Credit Card – a card intended for transactions, settlements for which shall be carried out at the expense of funds provided by the Bank to the Customer within the established credit limit in accordance with the terms of the concluded agreement;

Credit Limit – the maximum amount of credit funds provided by the Bank on the account, which allow the Customer to carry out transactions with credit cards. The credit limit is revolving (automatically renewable for the amount of the repaid principal during the availability period);

Operational Day (Office Hours) – shall mean the time of the operational day set by the Bank during which the Bank is open for banking and other transactions. The operational day may differ for different types of transactions performed/services provided by the Bank. Information about the Bank's business day shall be brought to the attention of the Customer by posting relevant information in the entrance areas of the Bank's divisions;

Parent – a Customer who shall open a child card for their child (a Child Customer) by providing a birth certificate when registering the Child customer through Optima24;

Access Tools – a set of tools issued / defined by the Bank for the identification and authentication of the Customer through remote service channels. Access tools in Optima24 include a user ID code, a permanent password, and one-time passwords;

Fixed-Term Deposit – a bank deposit for a specified period of time for the purpose of earning interest. This account shall be used for the storage and accumulation of funds and shall not be intended for settlements with third parties;

Parties – in relation to this Agreement, the Customer (Party 1) and the Bank (Party 2);

Authorized Person – a person acting on the basis of a notarized power of attorney on behalf of, at the expense of and in favor of the Customer;

Access Tools – a set of tools issued/defined by the Bank for identification and authentication of the Customer through remote service channels. Access tools in Optima24 include user ID code, permanent password, one-time passwords;

Fixed-Term Deposit – a bank deposit for a certain period of time in order to receive interest income. This account is used for storing and accumulating funds and is not intended for settlements with third parties;

Parties – the Customer (Party 1) and the Bank (Party 2) in relation to the Agreement;

Tariffs – a system of interest and commission rates that shall set the amount of fees for various types of banking products and services provided to customers. Tariffs may be changed by the Bank unilaterally and/or in accordance with a separate agreement between the Bank and the Customer, unless otherwise provided by the legislation of the Kyrgyz Republic and/or the relevant agreement;

Technical Overdraft – the amount of funds spent in excess of the balance of funds on the card account and/or in excess of the established Credit limit, which shall be subject to repayment by the Customer. Interest may accrue on the amount of the technical overdraft if provided for by the Bank's tariffs. A technical overdraft may be formed as a result of a manual transaction/late debiting of a transaction (by the retail and Service Outlet)/exchange rate difference during a conversion operation, as well as when debiting fees by the Bank in accordance with the Bank's tariffs;

Remote Service Channels – channels/machines of the Bank through which the Customer may conduct banking transactions in accordance with the Agreement: self-service machines of the Bank, Optima24, Contact Centre;

Bank's Self-Service Machines – ATMs and payment terminals of the Bank;

Digital Customer – an individual citizen of the Kyrgyz Republic who uses the Bank's services and products and is registered in the Optima24 system by completing remote identification (an electronic identification and verification procedure for individuals) without visiting a Bank branch.

Digital Card – a bank card without a physical plastic card, available only in electronic form in Optima24.

Electronic Digital Signature – an analogue of a handwritten signature, a set of electronic digital symbols that store all the necessary information about its owner.

PUSH Notifications/SMS Messages – notifications informing about the movement of funds on the card, payment codes and other information on the Customer's card/card account, differing in the delivery channel: SMS message or a notification pop-up on the mobile phone screen;

QR code – a two-dimensional barcode that provides information for quick recognition using a camera and the payer's Bank mobile application installed on the customer's mobile device.

Chapter 3. Bank Account

3.1. Opening an account:

3.1.1. The Bank shall open an account on the basis of an application form/application according to the format established by the Bank after the Customer/authorized representative/payer submits the following:

- Identity document of the Customer/authorized representative/payer;
- For an authorized person - a notarized power of attorney to confirm his/her authorities;
- For minors - customers - an identity document of a minor customer: upon reaching the age of 16 (sixteen) - a passport; for minors under 16 (sixteen) years of age - birth certificates, certificates from the place of residence/from the place of study with a photograph certified by the seal of the organization that issued the certificate to identify his/her personality or a regular passport (passport for traveling abroad);
- For pensioners - a valid pension certificate/document confirming the receipt of social benefits.

Note: the payer shall have the right to open demand accounts in favor of third parties, as well as the "Children's income" deposit.

3.1.2. The Bank shall have the right, at its discretion, without any additional consent of the Customer, to make changes to the list of documents required for opening and maintaining accounts, issuing and servicing a card, if required by the legislation of the Kyrgyz Republic. If, in connection with such changes, the provision of additional documents is required for maintaining the account and servicing the card, the Customer hereby shall express his/her consent and undertake to provide them within the period specified by the Bank in the notification in accordance with the list specified by the Bank.

3.2. Closing an account:

3.2.1. Transactions for closing the Customer's accounts shall be carried out through the Bank's division on the basis of a personally signed application from the

Customer, drawn up according to the format established by the Bank, and in the manner specified by the Agreement.

3.3. Bank account transactions:

- 3.3.1. The provisions provided for in [clause 4.3.](#) hereof shall be applicable to all accounts of individuals opened with the Bank, regardless of the type and currency of the account under the Agreement.
- 3.3.2. The account shall not be intended for conducting banking transactions for commercial and/or other similar activities, including with third parties.
- 3.3.3. Cash on the account shall be subject to mandatory protection of deposits of individuals in banks of the Kyrgyz Republic. The amount of the guaranteed amount on the deposit shall be determined by the Law of the Kyrgyz Republic “On the Protection of Bank Deposits”.
- 3.3.4. The provision of the services provided for by the Agreement shall be carried out only in case of successful identification and authentication of the Customer.
- 3.3.5. When providing services under the Agreement, the Bank shall carry out the Customer’s identification as follows:
 - When carrying out a transaction through the Bank’s divisions - on the basis of a document proving the identity of the Customer. The Customer shall be considered identified if the details of the identity document and the information contained in the Bank’s database match;
 - When carrying out transactions through Optima24 –on the basis of the entered Customer ID-code and permanent password. The Customer shall be considered identified in case of successful verification by the Bank of the correctness of the Customer’s ID-code and permanent password;
 - When carrying out transactions through self-service machines - on the basis of the card presented by the Customer. The Customer shall be considered identified if the information printed on the magnetic stripe or microprocessor of the card matches the information contained in the Bank’s database;
 - When carrying out transactions using card details (Internet payments, MOTO), the Customer shall be considered identified if the details specified by the Customer correspond to the information contained in the Bank’s database;
 - in the Bank’s Contact Centre – on the basis of the control information (code word contained in the Bank’s database), the information obtained as a result of identification shall correspond to the information contained in the Bank’s database. If the Customer fails to give the code word, then the Customer shall have the right to change the code word in Optima24 and give a new code word to the Contact Centre for the identification purposes.
- 3.3.6. When providing services under the Agreement, authentication through remote channels of servicing the Customer by the Bank shall be carried out:
 - When carrying out transactions through Optima24 - on the basis of the Customer’s ID code and permanent password and/or one-time passwords;
 - When carrying out transactions through self-service machines - based on reading a magnetic strip/chip and with/without entering a PIN code (for contactless payments by reading a contactless chip with/without entering a PIN code over/within the established limits according to the Tariffs of the Bank, bank-acquirer and/or rules of payment systems);
 - in the Bank’s Contact Centre - on the basis of the correct code word contained in the Bank’s database. If the Customer fails to give the code word, then the

- Customer shall have the right to change the code word in Optima24 and give a new code word to the Contact Centre for the authentication purposes.
- 3.3.7. The Customer agrees that the methods of identification and authentication used when carrying out transactions under the Agreement are sufficient and properly confirm the Bank's rights for transactions and provide information to the Customer on accounts.
 - 3.3.8. The Customer agrees that by naming the code word to third parties, these persons will be considered authorized legal representatives of the Customer, who shall have the right to receive information/services on his/her accounts and cards.
 - 3.3.9. The disposal of funds on the account through the divisions shall be carried out by giving written instructions by the Customer. Orders for account management shall be made on standard forms according to the format used by the Bank. The Customer shall have the right to provide the Bank with instructions in a different form, if such an opportunity is provided for by the legislation of the Kyrgyz Republic on the condition that the provision of such an instruction will contain all the information necessary for the Bank to properly execute the Customer's instruction in accordance with the internal regulatory documents (hereinafter referred to as the IRD) of the Bank and the legislation of the Kyrgyz Republic.
 - 3.3.10. All payments and transfers of funds from the account shall be made by the Bank, taking into account the regulations for making such payments, the time required for making such payments, unless otherwise provided for by the legislation of the Kyrgyz Republic and/or the Bank's IRD.
 - 3.3.11. The Customer shall assume all risk and responsibility associated with incorrect indication of details in payment documents and the fact that sanctions have been or may be imposed on the recipient, recipient bank, including international organizations, foreign states/unions. The Customer shall assume the risks arising from the impossibility of returning the money transferred to incorrectly specified bank details, the impossibility or delay in the transfer as a result of the specified sanctions.
 - 3.3.12. The Customer shall assume the risk of non-execution of an external transfer in foreign currency by the recipient bank or intermediary banks in accordance with the internal policies of such banks, as well as the risk of fees being withheld from the transfer amount associated with the execution/return of the transfer by the recipient bank or intermediary banks. By sending an external transfer in foreign currency, the Customer shall agree to these terms and conditions and shall have no claims against the Bank.
 - 3.3.13. Revocation by the Customer of an instruction accepted by the Bank and suspension of its execution shall be carried out in the manner and within the time limits established by the legislation of the Kyrgyz Republic and in accordance with the Bank's Tariffs.
 - 3.3.14. Cash withdrawal transactions on the card account shall be carried out through the Bank's self-service machines, the Bank's divisions, other financial institutions and self-service machines belonging to them, accepting the respective Customer's card for servicing.
 - 3.3.15. Cash transactions (deposit/withdrawal) on the account/card shall be carried out through self-service machines, divisions of the Bank.
 - 3.3.16. The operation of automatic transfer of the accrued interest to the fixed-term deposit account shall be carried out on the basis of a written application of the Customer, if the terms of the fixed-term deposit provide for additional contributions.

- 3.3.17. When carrying out account transactions, including through remote service channels (self-service devices, Optima24), the Tariffs applicable at the time of processing the transaction by the Bank shall be applied. In the case of a transaction in a currency other than the currency of the account, the Bank shall convert the amount of the transaction at the rate of the Bank/International payment systems effective at the time the transaction is processed by the Bank.
- 3.3.18. When funds are credited to the account in a non-cash manner, or by depositing cash in a currency other than the currency of the account, the Bank shall convert the received/deposited amount at the Bank's exchange rate effective at the time the Bank processes the transfer of funds.
- 3.3.19. The Customer's instructions to transfer funds from the Customer's accounts shall be executed by the Bank not later than the next business day after the date, on which the instruction was executed, unless a different execution period is specified in the order and if the Bank has no questions regarding the economic feasibility and legality of the transaction.
- 3.3.20. Crediting of funds to the Customer's account when carrying out cash deposit transactions, payments and transfers received in the name of the Customer from third parties, transfers between the Customer's accounts through the Bank's remote service channels shall be carried out not later than the business day following the day of the operation, if the Bank has no questions regarding the economic feasibility and legality of the operation.
- 3.3.21. Payments and transfers in foreign currencies from the Customer's accounts with the Bank to the accounts of third parties shall be made taking into account holidays and non-working days in the Kyrgyz Republic and in the country of the recipient of payment or transfer.
- 3.3.22. The Customer shall agree to the collection and processing of his/her personal data in accordance with the Law of the Kyrgyz Republic "On Personal Information" for the purposes of receiving banking services and fulfilling the requirements of the legislation of the Kyrgyz Republic in force, as well as to transfer information and documents on activities/transactions carried out as a Customer of the Bank to the correspondent bank of the Bank in the event of a relevant request from the correspondent bank in the process of executing the Customer's interbank transfer in foreign currency.
- 3.3.23. The Bank shall have the right not to execute the Customer's instructions, including those related to making payments/transfers, in cases provided for by the legislation of the Kyrgyz Republic, the Agreement, the Bank's IRD, and also if:
- The Customer is not identified and authenticated in the manner prescribed by the Agreement;
 - If the amount of the available balance on the card or the balance on the demand account is insufficient to carry out the transaction and charge off the commissions provided for by the Bank's Tariffs;
 - There were provided payment documents containing unclear instructions not stipulated by the terms of the account, not completed or signed by the Customer or not containing information provided for by the legislation of the Kyrgyz Republic, but containing instructions on carrying out transactions that violate the legislation of the Kyrgyz Republic.
- 3.3.24. The Bank shall have the right to restrict the Customer's rights to free disposal of the funds that are the subject of pledge and ensure the fulfillment of the Customer's obligations to the Bank in accordance with the terms of the concluded pledge contract.

- 3.3.25. The Bank shall write off funds from the Customer's accounts without any instructions or orders from the Customer in cases established by the legislation of the Kyrgyz Republic, the terms of the Agreement and other agreements concluded between the Bank and the Customer.
- 3.3.26. The Bank shall have the right to request from the Customer additional information and documents on transactions with funds, as well as information and documents that allow identifying beneficiaries in accordance with the legislation of the Kyrgyz Republic.
- 3.3.27. The Bank shall have the right not to execute the Customer's instruction in case of detecting an error made by the Customer when specifying payment details, failure to provide or provision by the Customer an incomplete package of documents required by the Bank, as well as in case of discovering facts indicating a violation by the Customer of the legislation of the Kyrgyz Republic, the requirements of the National Bank of the Kyrgyz Republic (hereinafter referred to as the NBKR) and the Agreement, including in case of the Customer's failure to pay the commission for the Bank's services.
- 3.3.28. The Bank shall have the right to direct debiting from any accounts opened in the name of the Customer, without prior consent and notification of the Customer, in order to pay the amounts of the Customer's debt to the Bank arising from any agreements concluded with the Customer, as well as in relation to any amounts of commissions, amounts, credited by error and not owned by the customer. For these purposes, the Customer hereby authorizes the Bank to direct debiting from any accounts opened in the name of the Customer on the basis of the Agreement, without any additional consent in any form from the Customer.
- 3.3.29. The Bank shall not be liable for the Customer's errors or duplication of any of the orders or instructions given by the Customer. In cases of unreasonable or erroneous transfer of funds by the Customer to the recipients, the Customer shall independently resolve the issue of the return of funds with the recipients.
- 3.3.30. The Bank shall reserve the right at any time and at its sole discretion to determine and change the list of banking transactions and functions that can be carried out by the Customer on his/her accounts through remote service channels, as well as set limits on the amount of transactions carried out through remote service channels.
- 3.3.31. If facts are discovered that indicate a violation by the Customer of the legislation of the Kyrgyz Republic in force, the requirements of the NBKR and the terms of the Agreement, which regulate the procedure and conditions for banking transactions on the account, including in the event that the Customer fails to pay a commission for the Bank's services, the Bank shall have the right to refuse the Customer to carry out banking account transactions. In this case, the Bank shall not be liable for losses incurred by the Customer as a result of the Bank's refusal to execute such instructions of the Customer.
- 3.3.32. The Bank shall be liable for a transaction on the Customer's account that was carried out by error through the fault of the Bank. In this case, the Bank's liability shall be limited to measures for the correction of the erroneous transaction.
- 3.3.33. The Bank shall not be liable for failures in the operation of mail, the Internet, communication networks that arose due to reasons beyond the control of the Bank and resulted in untimely receipt/non-receipt of notices from the Bank by the Customer. The Bank shall be released from property liability in case of technical failures (disconnection/damage of power supply and communication networks, failure of the software of processing center and the Bank's database, technical failures in payment systems), as well as in other situations beyond the

- control of the Bank, resulting in non-fulfillment by the Bank of the terms of the Agreement and/or other agreements concluded with the Customer.
- 3.3.34. The Bank's liability to the Customer shall be limited to actual damage incurred by the Customer as a result of illegal actions/inaction of the Bank, acting intentionally or with gross negligence. Under no circumstances shall the Bank be liable to the Customer for any indirect, incidental or accidental loss/damage (including lost profits), even if the Bank has been advised of the possibility of such loss/damage.
- 3.3.35. The Customer shall undertake:
- Not to disclose and/or transfer and/or sell to third parties payment cards, card PIN code, login and password for access to Optima24, transaction confirmation code and 3D Secure password, including for the purpose of carrying out financial transactions using the card on the instructions and in the interests of third parties for the purpose of committing illegal actions;
 - To ensure the safety and safe storage of a cell phone with banking applications for remote banking services installed;
 - In the event of a risk of illegal use of the access means or the card by third parties, immediately notify the Bank to that extent through available communication channels (the Bank Division, Contact Centre of the Bank). If the Customer fails to notify the Bank in a timely manner, the Bank shall not be liable for losses related to the illegal use of the access means or the card by third parties;
 - if the Customer discovers funds on his/her accounts that were credited by error, the Customer shall notify the Bank to that extent not later than 3 (three) business days from the date, on which the Customer discover the fact. In case of late notification of the Bank (according to the terms indicated above), the Customer shall be liable in full for the actual losses incurred by the Bank.
- 3.3.36. In accordance with the requirements of the legislation of the Kyrgyz Republic in force, which shall regulate the issues of combating the financing of terrorist activities and the legalization ("laundering") of criminal proceeds, the Customer, at the request of the Bank, shall be obliged to provide information and documents related to the banking transactions carried out by the Customer within 3 (three) business days. If the Customer fails to provide the information and/or documents required for due diligence of the Customer, the Bank shall take one of the following decisions:
- Shall not establish business relations with the Customer (shall refuse from servicing or opening an account);
 - Shall suspend or terminate the established business relationship with the Customer (refusal of service) and terminate the concluded agreement with the Customer;
 - Shall not carry out an operation (transaction) of the Customer.
- 3.3.37. The Customer shall be obliged to repay the debt to the Bank on any accounts, including card accounts on time, and to bear in full all expenses on card transactions.
- 3.3.38. The Customer shall agree and shall be obliged to reimburse the Bank, at its first request, for the amount of the technical overdraft and/or other debt on the card/account, as well as the amount of commissions in favor of the Bank, and other payments under the Agreement and other agreements concluded between the Bank and the Customer in accordance with the Bank's Tariffs.

- 3.3.39. The Customer shall be liable to the Bank for damages and expenses incurred by the Bank as a result of violation by the Customer of the terms or provisions of the Agreement and/or the legislation of the Kyrgyz Republic.
- 3.3.40. The Customer shall have the right to provide the Bank with a prior written permission (instruction) to withdraw money from bank accounts and cards (direct account debiting), valid for a certain period of time and/or within a certain amount of money.
- 3.3.41. The Customer shall have the right to request and receive a statement of his/her account in person at a division of the Bank, or through Optima24 at any convenient time on the terms determined by the Bank and in accordance with the Bank's Tariffs.
- 3.3.42. In accordance with the requirements of the legislation of the Kyrgyz Republic in force, the Customer shall be responsible for the disclosure and/or transfer and/or sale to third parties of the payment card, card PIN code, login and password for access to Optima24, transaction confirmation code and 3D Secure password, including for carrying out financial transactions using the card on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 3.3.43. The Parties shall be responsible for the improper performance of their obligations in accordance with the legislation of the Kyrgyz Republic and the terms of the Agreement.

3.4. Conditions for the Disposal of the Customer's Account by Proxy, Successors:

- 3.4.1. The Parties shall agree to comply with the following security conditions in order to reduce the risk associated with granting authority to third parties for managing the account/fixed-term deposit of the Customer:
 - 3.4.1.1. If the Customer grants a power of attorney to a third party for the right to manage the account/fixed-term deposit and perform other transactions, the Bank shall be entitled to:
 - If necessary, including if the authenticity of the power of attorney is in doubt, to check the fact of issuing the power of attorney by forwarding written requests to the Customer, the notary or sending the power of attorney for examination;
 - Not to carry out or suspend account transactions until confirmation of the issuance of a power of attorney by the Customer and the authenticity of the power of attorney.
 - 3.4.1.2. In order to confirm the power of attorney, the Customer/authorized representative shall provide the Bank with the original of a notarized power of attorney for the disposal of the account/fixed-term deposit and carrying out of other transactions.
 - 3.4.1.3. When replacing persons authorized to manage the account on the basis of a power of attorney, or in case of early termination of their powers, the Customer/authorized person shall be obliged to notify the Bank to that extent in writing immediately and submit original documents confirming such changes.
 - 3.4.1.4. The Bank shall not be liable for the actions of authorized representatives if the Customer failed to notify or notified the Bank out of time on the replacement of authorized representatives or early termination of their powers.
 - 3.4.1.5. The Customer's authorized representative shall be subject to all requirements for transactions and using the services established by the Agreement.

- 3.4.1.6. The withdrawal of funds from the account of the deceased/declared deceased Customer shall be made to successors/other persons authorized in accordance with the legislation of the Kyrgyz Republic in force, minus the Bank's commissions according to the Tariffs, on time and on the basis of documents established by the legislation of the Kyrgyz Republic in force and the Bank's IRD.

3.5. Suspension of Transactions, Direct Debiting of Funds from the Account and Debt Repayment:

- 3.5.1. The Customer must respect the Bank's desire to protect its reputation and to adhere to the legislation of the Kyrgyz Republic and international standards for combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds, as well as the Bank's attitude towards suspicious transactions. The Bank shall have the right to suspend transactions on the Customer's account and/or unilaterally terminate the Agreement and close the account, thereby terminating the maintenance and servicing of the account, in the following cases:
 - 3.5.1.1. Carrying out a transaction/transactions of an unclear nature on the Customer's account and failure to provide the Bank with documents confirming the validity of the transactions within the requested period. At the same time, the Bank will not bear any responsibility for the Customer's losses caused by delay or suspension of execution of the Customer's transaction/transactions even if such suspicions are not confirmed;
 - 3.5.1.2. If false documents are submitted;
 - 3.5.1.3. if the Customer did not submit the relevant documents necessary to fulfill the requirements for Customer identification;
 - 3.5.1.4. If there is information about the implementation (commission) or participation of the Customer in terrorist or extremist activities and the proliferation of weapons of mass destruction, about the creation and leadership of an organized group or criminal community for the commission of crimes or participation in this group or community or the provision of other assistance to this group or community, in the legalization (laundering) of criminal proceeds, obtained in accordance with the legislation of the Kyrgyz Republic regulating issues of combating the financing of criminal activities and the legalization (laundering) of criminal proceeds;
 - 3.5.1.5. In other cases, provided for by the legislation of the Kyrgyz Republic regulating the issues of combating the financing of terrorist activities, legalization (laundering) of criminal proceeds.
 - 3.5.1.6. In case of violation of [clause 3.3.2.](#) hereof and carrying out transactions on the account/card of an individual for commercial and/or other similar activities.
- 3.5.2. If signs are detected indicating the possible fraudulent nature of a debit transaction on an account, the Bank shall have the right to suspend the debit transaction for a period of up to 30 (thirty) calendar days.
- 3.5.3. If the Customer fails to repay the debt on the account, including interest for the use of the credit limit, penalties and forfeit for the overdue used credit limit, forfeit and interest, as well as a technical overdraft, the Bank shall have the right to write off without consent (without acceptance) the total amount of debt from any Customer's accounts opened in the name of the Customer in the Bank.
- 3.5.4. Requirements of a judicial or other state body of the Kyrgyz Republic shall be accepted for execution without additional consent of the Customer on the basis

of a decision of the relevant body, as well as on other grounds provided for by the legislation of the Kyrgyz Republic.

Chapter 4. Cash Services at the Premises of the Bank

- 4.1. The Bank's cash services shall include acceptance, withdrawal, recalculation, exchange of cash in national and foreign currencies on business days in the manner prescribed by the legislation of the Kyrgyz Republic, with payment of a commission in accordance with the Bank's Tariffs.
- 4.2. Withdrawal of cash from the account shall be carried out within the limits of the available balance of funds on the account, taking into account the commissions stipulated by the Bank's Tariffs.
- 4.3. Funds can be received by the Customer in cash at any division of the Bank during the business day upon presentation of an identity document in the manner prescribed by the legislation of the Kyrgyz Republic and the Bank's IRD.

Chapter 5. Transactions in ATMs/Automated Deposit Machines of the Bank

- 5.1. A transaction to be carried out in an ATM/automated deposit machine (hereinafter referred to as ATM/ADM) requires from the Customer filling out the electronic forms submitted at ATM/ADM, or provides a billing document for online reading of a QR code through a webcam and enters funds into the cash acceptor of ATM/ADM.
- 5.2. Cash transactions should not exceed the limit established by the Bank in accordance with the legislation of the Kyrgyz Republic.
- 5.3. As confirmation of a transaction via ATM/ADM, the Customer shall be issued a receipt on paper.
- 5.4. If the Bank shall charge a commission for a transaction carried out through ATM/ADM in accordance with the Bank's Tariffs, the amount of the commission is indicated in electronic forms on the ATM/ADM display, and on the check issued to the Customer after the transaction is carried out.
- 5.5. The Bank shall have the right to suspend the operation of the ATM/ADM upon detection of significant malfunctions, errors and failures, as well as due to the need to carry out preventive maintenance and/or prevent cases of unauthorized access to the ATM/ADM.
- 5.6. The Customer shall undertake to comply with the technology and procedure for accepting the payment provided by the software and instructions of the ATM/ADM while accepting the payment.
- 5.7. The Customer shall be responsible for losses incurred by him/her in connection with the information on the payment, personal data (subscriber number, e-mail address, card number, etc.) entered in the ATM/ADM by error.
- 5.8. The Parties shall acknowledge that when resolving disputes about the Customer's actions when using ATM/ADM, the following documents will be recognized as confirming the Customer's actions:
 - Check issued by ATM/ADM;
 - Protocol of the Customer's actions and related events recorded by technical devices and ATM/ADM software.

Chapter 6. Conversion Services (Non-Cash Exchange Transactions) on the Customer's Account

- 6.1. Conversion shall be carried out on the basis of a duly executed order of the Customer.

- 6.2. The Bank, in accordance with the legislation of the Kyrgyz Republic, shall carry out conversion transactions at the Bank's rate established at the time of conversion:
 - From foreign currency to national currency;
 - From national currency to foreign currency;
 - From a foreign currency to another foreign currency.
- 6.3. Conversion of card transactions shall be carried out without acceptance and without any additional consent of the Customer in accordance with the Rules for Using Bank Cards of Optima Bank OJSC ([Appendix 2](#) hereof) and the Agreement.

Chapter 7. Procedure for Accepting and Keeping Funds on Fixed-Term Deposits

7.1. Placement of a Fixed-Term Deposit:

- 7.1.1. Under the Agreement, the Customer shall have the right to place funds in the current fixed-term deposits of the Bank.
- 7.1.2. The Bank shall not have the right to impose any restrictions on the Customer that are not provided for by the legislation if this infringes on the rights and legitimate interests of the Customer.
- 7.1.3. On the basis of the Application Form/Application, the Bank shall open an account in the name of the Customer and accept from the Customer (or the Payer - in case of placing a fixed-term deposit in favor of a third party) the amount of the fixed-term deposit for a certain period on the day of opening a deposit, pay interest on the fixed-term deposit in the amount and in the manner provided for by the terms of the Agreement and the above Application Form/Application, and return the fixed-term deposit in accordance with the terms of the Agreement.
- 7.1.4. A fixed-term deposit can be made by the Customer both in cash and in non-cash form.
- 7.1.5. The Customer shall not be entitled to give instructions to the Bank on the transfer of funds, which are the amount of the fixed-term deposit in favor of a third party before the expiration of the fixed-term deposit.
- 7.1.6. Replenishment of a fixed-term deposit by third parties shall be possible if the Customer consents to the receipt of funds on a fixed-term deposit from third parties, expressed in providing third parties with the information necessary to replenish a fixed-term deposit.
- 7.1.7. A fixed-term deposit opened for a child under the age of 14 (fourteen) years shall be managed by parents or other legal representatives.
- 7.1.8. Minors at the age of 14 (fourteen) years old shall have the right to make fixed-term deposits and manage them independently, without the consent of parents or other legal representatives in accordance with the legislation of the Kyrgyz Republic.
- 7.1.9. The opening of a fixed-term deposit through the Bank's division shall be carried out on the basis of the Application form/Application, duly completed and signed by the Customer, payment by the Customer the amount of the deposit, as well as submission by the Customer of a full package of documents stipulated by the legislation of the Kyrgyz Republic and the Agreement. The opening of a fixed-term deposit in Optima24 shall be carried out on the basis of the Customer's acceptance of the offer using means of authentication and identification of the Customer.
- 7.1.10. Opening of certain types of a fixed-term deposit through Optima24 (in the case of technical implementation) shall be carried out on the basis of an electronic instruction for opening a fixed-term deposit issued by the Customer through Optima24 using the means of identification and authentication of the Customer defined by the Agreement.
- 7.1.11. The instruction to open a fixed-term deposit in Optima24 shall contain the following information specified by the Customer: the parameters of the fixed-term deposit to

be opened, including the type of deposit, deposit amount, deposit currency, term of the deposit, interest rate, information about the Customer's account with the Bank, from which funds are transferred to open a fixed-term deposit and other parameters, if any.

- 7.1.12. The Customer shall confirm the conditions of the fixed-term deposit in Optima24 using the means of authentication and identification provided for by the Agreement, posted on the Bank's corporate website: https://www.optimabank.kg/index.php?option=com_content&view=article&id=52&Itemid=117&lang=ru.
- 7.1.13. The instruction to open a fixed-term deposit in Optima24, the protocol of carrying out transactions for opening a fixed-term deposit in the appropriate automated system of the Bank, confirming the correct identification and authentication of the Customer, and the transaction in Optima24, shall be confirmation of the Customer's consent to conclude the Agreement with the Bank, and shall be an equivalent to a written Agreement.
- 7.1.14. The parameters of a fixed-term deposit shall be stored electronically in the Bank's database.

7.2. Interest on the Fixed-Term Deposit:

- 7.2.1. The interest on the amount of the fixed-term deposit shall be accrued according to the interest rate effective on the day of opening the fixed-term deposit by the Customer based on the actual number of days in the month and year, unless otherwise specified by the special conditions of the fixed-term deposit.
- 7.2.2. Interest rates and annual effective interest rate on fixed-term deposits shall be posted on the Bank's corporate website at https://www.optimabank.kg/index.php?option=com_content&view=article&id=52&Itemid=117&lang=ru. The annual effective interest rate shall not be used when calculating interest on a fixed-term deposit and shall be given for reference.
- 7.2.3. The interest on the amount of a fixed-term deposit shall be accrued from the day following the day of receipt (deposit) of funds to the open account of the fixed-term deposit of the Customer until the day preceding the day, on which the fixed-term deposit expires.
- 7.2.4. The interest shall be paid monthly on a certain date or upon the expiration of the fixed-term deposit, unless otherwise specified by the special conditions of the fixed-term deposit. If the interest payment day falls on a weekend or holiday, the interest shall be paid on the next business day.
- 7.2.5. The amount of interest not claimed by the Customer shall not increase the amount of the fixed-term deposit, on which the interest is charged.
- 7.2.6. The accrual of the interest shall not be made from the day, on which the Bank fulfills the requirements of a judicial or other state body of the Kyrgyz Republic to withdraw the amount of a fixed-term deposit in accordance with the legislation of the Kyrgyz Republic in force. At the same time, the interest previously paid by the Bank on the fixed-term deposit shall be subject to deduction by the Bank from the principal of the fixed-term deposit/return by the Customer to the Bank.

7.3. Early Termination of the Fixed-Term Deposit:

- 7.3.1. In case of early termination of the fixed-term deposit at the initiative of the Customer, the Bank shall pay the amount of the fixed-term deposit within 2 (two) business days from the date of receipt of the Customer's application for early termination of the fixed-term deposit.
- 7.3.3. In case of early termination at the initiative of the Customer, the interest on the fixed-term deposit shall be accrued and paid depending on the actual time the

funds are kept on the fixed-term deposit at the interest rate according to the interest rate scheme indicated on the Bank's corporate website at https://www.optimabank.kg/index.php?option=com_content&view=article&id=52&Itemid=117&lang=ru. Interest rates shall be applied for the respective types (terms) of the fixed-term deposit effective in the Bank at the moment of opening the fixed-term deposit by the Customer.

- 7.3.4. In case of early termination of the fixed-term deposit, if the Bank has made monthly payment of interest to the Customer, then the overpaid amount of interest shall be subject to deduction. The overpaid amount of interest shall be deducted from the accrued amount of interest and the principal of the fixed-term deposit.
- 7.3.5. In case of early termination at the initiative of the Bank, the interest shall be accrued for the actual time of the fixed-term deposit at the rate effective on the day of opening the fixed-term deposit, in case of termination of the prolonged Agreement - at the rate effective at the time of prolongation.
- 7.3.6. If the Bank fulfills the requirements of judicial or other state bodies of the Kyrgyz Republic to withdraw a part of the amount of the fixed-term deposit of the Customer in accordance with the legislation of the Kyrgyz Republic, the Bank shall have the right to return the balance of the fixed-term deposit to the Customer/payer/authorized person ahead of schedule.

7.4. Expiration of the Fixed-Term Deposit:

- 7.4.1. Upon the Customer's application, the Bank shall be obliged to pay the Customer the amount of the fixed-term deposit and the interest accrued in accordance with the conditions of the fixed-term deposit within 3 (three) business days from the expiration date of the fixed-term deposit.
- 7.4.2. In case the Bank shall violate the terms of payment of the amount of the fixed-term deposit and the accrued interest, the Bank shall be liable in accordance with the legislation of the Kyrgyz Republic.
- 7.4.3. If the Customer fails to appear at the expiration of the fixed-term deposit and shall not claim the amount of the fixed-term deposit and the accrued interest, the fixed-term deposit shall be considered extended on the terms of a demand account with the interest rate set by the Bank for demand accounts, at the moment of expiration of the fixed-term deposit, unless otherwise specified by the special conditions of the fixed-term deposit.
- 7.4.4. If the Customer is a minor, then the issuance of the fixed-term deposit or its part to the Customer shall be made subject to the restrictions established by the legislation of the Kyrgyz Republic and the Agreement, provided that a minor (aged 14 to 16 years) shall submit birth certificate and certificate of residence/study with a photo or a regular passport (passport for traveling abroad).
- 7.4.5. If the Bank sends a notice to the Customer/payer/authorized person to return full amount of the fixed-term deposit in connection with the termination by the Bank of accepting funds for a certain type of a fixed-term deposit, further automatic prolongation of the fixed-term deposit may not be performed, and the fixed-term deposit shall be valid until the expiration date or the term of the last prolongation.
- 7.4.6. The return of full amount of the fixed-term deposit can be made by the Bank unilaterally with prior notification of the Customer/payer/authorized person at least 10 (ten) business days before the expected date of return of the full amount of the deposit in the following cases:
 - Termination by the Bank of accepting new fixed-term deposits of this type;
 - Stipulated by the legislation of the Kyrgyz Republic.

7.5. Special Conditions of the “Dobryi” Fixed-Term Deposit:

- 7.5.1. On the basis of the Application Form/Application, the Customer shall transfer, and the Bank shall accept funds on the “Dobryi” fixed-term deposit for the period specified in the Application Form/Application.
- 7.5.2. The “Dobryi” fixed-term deposit shall be opened on the basis of an identity document and a pension certificate of the Customer.
- 7.5.3. The minimum and maximum amount of the “Dobryi” fixed-term deposit: from KGS 1,000 (one thousand) to KGS 10,000,000 (ten million) inclusive, from USD 20 (twenty) to USD 150,000 (one hundred and fifty thousand) inclusive.
- 7.5.4. Additional installments on the “Dobryi” fixed-term deposit shall be added to the initial deposit of funds. The initial amount and subsequent additional contributions shall be collectively referred to as the contribution (deposit). Additional contributions can be made without restrictions on the amount and quantity.
- 7.5.5. Acceptance of additional deposits shall be terminated 30 (thirty) calendar days before the expiration of the term of the “Dobryi” fixed-term deposit. At the same time, additional deposits shall not be accepted on weekends/holidays preceding 30 (thirty) calendar days before the expiration of the “Dobryi” fixed-term deposit.
- 7.5.6. Partial disbursement of funds from the “Dobryi” fixed-term deposit shall not be made.

7.6. Special Conditions of the “Solid Income” Fixed-Term Deposit:

- 7.6.1. On the basis of the Application Form/Application, the Customer shall transfer, and the Bank shall accept funds on the “Solid Income” fixed-term deposit for the period specified in the Application Form/Application.
- 7.6.2. The minimum and maximum amount of the “Solid Income” fixed-term deposit: from KGS 7,500,000 (seven million five hundred thousand) to KGS 75,000,000 (seventy-five million) inclusive, from USD 100,000 (one hundred thousand) to USD 1,000,000 (one million) inclusive.
- 7.6.3. Acceptance of additional contributions on the “Solid Income” fixed-term deposit shall not be provided. Partial disbursement of funds from the fixed-term deposit shall not be made.

7.7. Special Conditions of the “Children’s Income” Fixed-Term Deposit:

- 7.7.1. On the basis of the Application Form/Application, the Payer (parents, other legal representatives or third parties) shall transfer in favor of the Customer (until the Customer reaches the age of 14), and the Bank shall accept an initial contribution of funds on the conditions of the “Children’s Income” fixed-term deposit for a certain period indicated in the Application Form/Application.
- 7.7.2. The minimum amount of the fixed-term deposit shall be KGS 1,000 (one thousand).
- 7.7.3. When opening the “Children’s Income” fixed-term deposit in the name of a minor under 14 (fourteen) years of age, the Payer (parents, other legal representatives or third parties) must present:
 - 7.7.3.1. Birth certificate of a minor (or a notarized copy of a birth certificate of a minor);
 - 7.7.3.2. Identity document of the Payer (parents, other legal representatives or third parties);
 - 7.7.3.3. If the Payer is an authorized person who is not a parent/other legal representative of a minor, it is necessary to provide a notarized letter of consent from parents/other legal representatives to open the “Children’s Income” fixed-term deposit by an authorized person in favor of a minor;

- 7.7.3.4. If the “Children’s Income” fixed-term deposit shall be opened by one of the parents/legal representatives, it is necessary to provide a notarized letter of consent of the second parent/all other legal representatives (if any) for the right to open and dispose the “Children’s Income” fixed-term deposit with the right to early closing of the fixed-term deposit and early termination of the Agreement. In the absence of the second parent/other legal representative, it is necessary to submit documents confirming the absence of the second parent/other legal representative.
- 7.7.4. If the “Children’s Income” fixed-term deposit shall be opened by both parents, it is necessary to sign a consent form for the right to dispose the “Children’s Income” fixed-term deposit, with the right to early termination of the Agreement and early closing of the “Children’s Income” fixed-term deposit without the presence of the second parent according to the form established by the Bank.
- 7.7.5. The disposal/closing of the “Children’s Income” fixed-term deposit, opened in the name of a minor before he/she reaches the age of 14, shall be carried out by his/her parents/other legal representatives (in this case, the presence of both parents (all legal representatives) of the minor is necessary, if one parent/legal representative is present, a notarized consent of the second parent/all other legal representatives (if any) or consent issued in accordance with [clause 7.7.4](#) for the disposal/closing of the “Children’s Income” fixed-term deposit shall be required according to the general rules established for the relevant type of a fixed-term deposit.
- 7.7.6. In the case of opening the “Children’s Income” fixed-term deposit in the name of a minor by other legal representatives (in the absence of parents of a minor), the disposal of the funds on the “Children’s Income” fixed-term deposit shall require the provision of permission from the Guardianship and Wardship Authority.
- 7.7.7. Additional contributions shall be provided for the “Children’s Income” fixed-term deposit, which are added to the initial contribution of funds. The initial amount and subsequent additional contributions shall be collectively referred to as the contribution (deposit). Additional contributions can be made without restrictions on the amount and quantity.
- 7.7.8. Acceptance of additional contributions shall be terminated one year before the expiration of the “Children’s Income” fixed-term deposit.
- 7.7.9. Capitalization (addition to the principal) of the accrued interest shall be carried out every 3 (three) calendar months, and subsequently the interest shall be accrued on the amount of the fixed-term deposit, taking into account the previously added interest.
- 7.7.10. Payment of interest shall be made after the expiration of the “Children’s Income” fixed-term deposit. If the interest payment day shall fall on a weekend or holiday, the payment shall be made on the next business day.
- 7.7.11. Partial disbursement of funds from the “Children’s Income” fixed-term deposit shall not be made.

7.8. Special Conditions for the “Optimal Income” Fixed-Term Deposit:

- 7.8.1. On the basis of the Application Form/Application, the Customer shall transfer, and the Bank shall accept funds for the “Optimal Income” fixed-term deposit for the period specified in the Application Form/Application.
- 7.8.2. The minimum amount of the “Optimal Income” fixed-term deposit: in national currency – KGS 1,000 (one thousand), in US dollars – USD 20 (twenty), in Russian rubles – RUB 1,000 (one thousand).
- 7.8.3. Additional contributions shall be provided for the “Optimal Income” fixed-term deposit, which are added to the initial contribution of funds. The initial amount

and subsequent additional contributions shall be collectively referred to as the contribution (deposit). Additional contributions can be made without restrictions on the amount and quantity.

- 7.8.4. Acceptance of an additional contribution to the “Optimal Income” fixed-term deposit shall be terminated 30 (thirty) calendar days before the expiration of the fixed-term deposit. At the same time, an additional deposit shall not be accepted on weekends/holidays preceding 30 (thirty) calendar days, before the expiration of the “Optimal Income” fixed-term deposit.
- 7.8.5. Partial disbursement of funds from the “Optimal Income” fixed-term deposit shall not be made.

7.9. Special Conditions of the “Infinite Income” Fixed-Term Deposit:

- 7.9.1. On the basis of the Application Form/Application, the Customer shall transfer, and the Bank shall accept funds for the “Infinite Income” fixed-term deposit for the period specified in the Application Form/Application.
- 7.9.2. The minimum amount of the “Infinite Income” fixed-term deposit in national currency is KGS 1,000 (one thousand), in US dollars – USD 20 (twenty).
- 7.9.4. Acceptance of additional contributions on the “Infinite Income” fixed-term deposit shall not be provided. Partial disbursement of funds from the “Infinite Income” fixed-term deposit shall not be made.
- 7.9.5. In the event that the Customer fails to appear and shall not claim the amount of the “Infinite Income” fixed-term deposit after the expiration of the period of its placement, the fixed-term deposit shall be considered automatically extended for the same period, on the same terms, with interest accrued at the rate effective on the day of prolongation (extension) of the “Infinite Income” fixed-term deposit.
- 7.9.6. In case of early termination at the initiative of the Customer of the “Infinite Income” fixed-term deposit, which was prolonged (extended) for the next term, the interest shall be accrued according to the interest scheme indicated on the Bank’s corporate website at https://www.optimabank.kg/index.php?option=com_content&view=article&id=52&Itemid=117&lang=ru. Interest rates shall be applied for the relevant types (terms) of the fixed-term deposit (deposit) valid in the Bank at the time of prolongation of the fixed-term deposit.

7.10. Special Conditions of the “Charity” Fixed-Term Deposit:

- 7.10.1. On the basis of the Application Form/Application, the Customer shall transfer, and the Bank shall accept funds for the “Charity” fixed-term deposit for the period specified in the Application Form/Application.
- 7.10.2. Minimum and maximum amount of the fixed-term deposit: from KGS 1,500,000 (one million five hundred thousand) to KGS 75,000,000 (seventy-five million) inclusive, from USD 20,000 (twenty thousand) to USD 1,000,000 (one million) inclusive.
- 7.10.3. Additional contributions shall be provided for the “Charity” fixed-term deposit without limitation on the amount and quantity, which are added to the initial contribution of funds. The initial amount of the contribution and subsequent additional contributions shall be collectively referred to as the deposit.
- 7.10.4. Acceptance of an additional contribution to the “Charity” fixed-term deposit shall be terminated 30 (thirty) calendar days before the expiration of the deposit. At the same time, no additional payment shall be accepted on weekends/holidays preceding 30 (thirty) calendar days before the end of the deposit term.
- 7.10.5. The Customer shall instruct the Bank to make a monthly transfer of 0.5 (Zero point five) % per annum of the amount of the “Charity” fixed-term deposit specified

- in the Application Form/Application to the account of the NGO of Parents of Children with Autism “Hand in Hand”, open in the Bank.
- 7.10.6. Partial disbursement of funds from the “Charity” fixed-term deposit shall not be made.

Chapter 8. Procedure for Card Issuance and Servicing

8.1. Card Issuance and Servicing:

- 8.1.1. The terms of servicing and the rules for the safe use of cards shall be described in the Rules for Using Bank Cards of Optima Bank OJSC (hereinafter referred to as the Rules), posted on the Bank’s corporate website at: https://optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru, and which are Appendix 2 hereto.
- 8.1.2. Issuance of cards, activation/deactivation of card services, as well as establishment/change of spending limits and restrictions, change of card statuses shall be made at the request of the Customer when contacting the Bank or through remote service channels (corporate website of the Bank, Optima24, Contact Centre) in accordance with the internal procedures of the Bank.
- 8.1.3. A child card shall be issued under the following terms:
- 8.1.3.1. The card shall be issued upon registration of the Child customer with Optima24 by the parent, who shall provide a birth certificate. The card shall be linked to the parent’s account, which is opened when the child card is issued. The Child customer may register with Optima24 on their own behalf by receiving confirmation from the parent (via OTP codes) and may also use Optima24, which shall include conducting available transactions in accordance with the legislation of the Kyrgyz Republic.
- 8.1.3.2. The initial registration of a child card shall only be possible through Optima24 after the child is registered by the parent. The child card (the card itself) shall be issued at the Bank division selected by the parent during the initial registration.
- 8.1.3.3. The card may be reissued if the card data has not been stolen or compromised. The card shall be reissued at the Bank division and under the terms and conditions set forth in the Bank’s Tariffs.
- 8.1.3.4. In the event of loss, theft, or compromise of a child’s card, the parent must contact the Bank to close it. A new child card with new details can be issued through Optima24 by registering the child in the same manner as the initial registration.
- 8.1.4. The Optima24 shall automatically issue a digital card to each digital customer with established restrictions and limits in accordance with the Bank’s Digital Card Tariffs for Digital Customers. After completing the full customer identification and verification procedure, the restrictions and limits on the digital card shall be equal to the standard limits.
- 8.1.5. To receive pension and/or social benefits, the Customer shall be issued a card of the “Elcard” national payment system in the national currency for a period of 3 (three) years.
- 8.1.6. Terms and conditions for “Elcard” for crediting pension and/or social benefits are following:
- 8.1.6.1. To receive pension and/or social benefits, the Customer shall be issued only one (1) “Elcard” card;
- 8.1.6.2. The Customer shall undertake to personally notify in writing the Social Fund of the Kyrgyz Republic (SF KR), the District Departments of the Social Fund of the Kyrgyz Republic (DDSF), the City Department of Social Development

- (CSDS), and the District Department of Social Development (DDSD) at their place of residence every 6 (six) months about extending the deadline for transferring pensions, benefits, and compensation payments due to them to this card. Failure to comply with this requirement will result in the termination of transfers to the Customer's card upon expiration of the specified deadline.
- 8.1.6.3. If the Customer shall leave the Kyrgyz Republic for more than 1 (one) month, the Customer shall be obligated to notify the SF KR, DDSF, CSDS, and DDSD in writing at their place of residence.
- 8.1.6.4. When servicing the card, the Customer shall agree to:
- the withdrawal from the Customer's card of any overpaid pensions, benefits, and compensations and return to the SF KR, DDSF, CSDS, DDSD of any overpaid pensions, benefits, and compensations from the month, on which the right to receive them ceases to be valid;
 - verifications conducted by the employees of the CS KR, DDSF, CSDS, DDSD to check the correct crediting of the pensions, benefits, and compensations due to the Customer to the Customer's card account;
 - the provision of information on the Customer's card account to the SF KR, DDSF, CSDS, and the DDSD in the event of no activity on the account for six consecutive months;
 - the transfer of the Customer's personal data to the Social Fund of the Kyrgyz Republic under the agreement concluded between the Bank and the Social Fund of the Kyrgyz Republic for pensioner banking services.
- 8.1.7. The Bank shall issue/reissue the card within 3 (three) to 5 (five) business days following the day, on which the Application Form/Application was received, and payment of all commissions was made by the Customer in accordance with the Bank's Tariffs, as well as the provision of all documents stipulated by the legislation of the Kyrgyz Republic and the Bank's IRD.
- 8.1.8. The Bank shall have the right to establish restrictions on the issuance of cards per one Customer (owner of a card account) in terms of quantity and type.
- 8.1.9. The Bank shall reserve the right to block a Child customer's Optima24 account for an indefinite period if the Child customer's birth certificate, obtained upon registration by the parent, shall contain incorrect data. The Child customer's Optima24 account will be unblocked once the Bank receives the correct document from the parent.
- 8.1.10. The amount of fees for issuing and servicing cards, as well as expenditure and income limits for card transactions, limits for transferring funds for card transactions, limits for converting funds broken down by currency and/or type of bank account, shall be determined by the Bank's Tariffs. Information on Tariffs shall be available on the Bank's corporate website at https://optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru. The Bank's Tariffs may be expressed both in national and foreign currencies.
- 8.1.11. The card shall be the property of the Bank. The card shall be valid until the end of the month and year indicated on it. Card transactions with expired cards and cards, the validity period of which has not yet come shall not be performed.
- 8.1.12. The Bank shall issue the card directly to the Customer, or to an authorized person acting on the basis of a notarized power of attorney. A child's card shall be issued directly to the child's parent upon presentation of a birth certificate.
- 8.1.13. Card delivery (including PIN envelope only for Elcard and VISA Infinite cards (at the Customer's request)) outside the Kyrgyz Republic shall not be carried out.
- 8.1.14. The Customer shall be obliged to keep the card and take measures against its loss or theft. Loss or theft of the card if the Customer does not take the necessary

- measures against these actions may be considered by the Bank as a violation by the Customer of the terms of the Agreement and the Rules ([Appendix 2](#) hereto).
- 8.1.15. Disclosure and/or sale and/or transfer by the Customer of the card/child's card and their PIN code, logins and passwords for access to Optima24, the transaction confirmation code and 3D Secure password for use or as collateral to third parties, as well as for the purpose of carrying out financial transactions using the card on the instructions and in the interests of third parties for the purpose of committing illegal actions shall be prohibited.
- 8.1.16. In accordance with the Agreement, the card shall allow the Customer to carry out the following transactions within the available account balance:
- Non-cash payment for goods and services in merchants, on the Internet;
 - Receiving cash through ATMs/terminals-cash points and from bank agents;
 - Money transfer from your bank account to the recipient's account (from card to card, electronic wallet) through Optima24 in accordance with the legislation of the Kyrgyz Republic;
 - Money transfers through money transfer systems in accordance with the legislation of the Kyrgyz Republic;
 - Non-cash payments via Optima24 to service providers registered in Optima24;
 - Cashless payment via QR code for goods and services of merchants, making payments and transfers using two-dimensional barcode symbols (QR code) through Optima24 in accordance with the legislation of the Kyrgyz Republic
 - Replenishment of the card through the cash desks of banks, agents providing an expanded range of retail banking services, payment terminals, ATMs, money transfer systems and electronic wallets.
- 8.1.17. In accordance with this Agreement, the child's card shall be subject to restrictions on the card, as well as in Optima24 in accordance with the legislation of the Kyrgyz Republic.
- 8.1.18. In order to reduce the risk of unauthorized transactions on the Customer's card, the Bank shall establish restrictions and limits on card transactions. The amount of restrictions and limits, as well as the conditions, terms and procedure for their establishment, shall be determined by the Bank independently.
- 8.1.19. The Customer shall have the right to carry out card transactions within the restrictions and daily limits established by the Bank.
- 8.1.20. Restrictions and daily limits can be changed by the Customer:
- Upon a written application at the Bank division;
 - Independently through Optima24;
 - By contacting the Bank's Contact Centre in accordance with the Bank's internal procedures for a period not exceeding 14 (fourteen) calendar days.
- 8.1.21. In order to reduce the risk of unauthorized card transactions, the Bank shall have the right to refuse to change restrictions and daily limits without explanation.
- 8.1.22. For security reasons, the Bank shall not recommend setting extra-large limit amounts for a long period of time.
- 8.1.23. Carrying out transactions using the card provided for by the Agreement may be limited in self-service devices of other banks.
- 8.1.24. The Bank shall reserve the unconditional and indisputable right to refuse a card transaction that shall be contrary to the requirements of the legislation of the Kyrgyz Republic and/or the Rules and/or the legal rules of payment systems.
- 8.1.25. The Bank shall have the right to unilaterally regulate the conditions for providing access to Internet payments and recurring payments, including to open access to Internet payments for all Customers of the Bank by default, while setting limits

- on the volume and number of these transactions. The volume and number of transactions shall be determined by the Bank's Tariffs.
- 8.1.26. The Customer shall have the right to refuse access to Internet payments (with the exception of card transactions carried out with the introduction of a 3D Secure password and recurrent payments), subject to a written application to the Bank to disable access to Internet payments or independently disable access through Optima24.
 - 8.1.27. The Bank's cards shall be issued with the possibility of making contactless PayWave payments, which cannot be disabled at the initiative of the Customer.
 - 8.1.28. The Bank shall have the right to unilaterally terminate the Agreement, cancel the card, not return the fees deducted in accordance with the Bank's Tariffs and notify the Customer of the termination of servicing in accordance with the procedure specified in [clause 13.1.](#) of the Agreement, in the following cases:
 - 8.1.28.1. The Customer's failure to appear to the Bank to receive the card within a period of more than 6 (six) calendar months from the date of submitting the Application Form/Application;
 - 8.1.28.2. The Customer's failure to fulfill his/her obligations under the Agreement;
 - 8.1.28.3. Violation of the Rules for using the card;
 - 8.1.28.4. Termination of the agreement on opening a bank account;
 - 8.1.28.5. Upon dismissal of the Customer from the organization - participant of the payroll card program;
 - 8.1.28.6. Upon termination of the Agreement between the Bank and the organization, on the basis of which the organization shall transfer the remuneration of employees to cards;
 - 8.1.28.7. In the absence of the card account activity over the period established by the Bank's Tariffs.
 - 8.1.28.8. In case of the Customer's participation, suspicion of the Customer's participation in laundering criminal proceeds and financing of criminal activities;
 - 8.1.28.9. If the Customer's actions lead to financial losses of other Customers and/or the Bank;
 - 8.1.28.10. If the Customer's actions lead to reputational, economic, financial and other risks and losses of the Bank;
 - 8.1.28.11. If the Customer is placed on the internal "black list" of the Bank. The Bank shall have the right to place the Customer (without consent) on the internal "black lists" and refuse to open, maintain a card/card account without explanation;
 - 8.1.28.12. In the event of disclosure and/or sale and/or transfer by the Customer of the card/child's card and their PIN code, logins and passwords for access to Optima24, the transaction confirmation code and 3D Secure password for use or as collateral to third parties, as well as in the event of financial transactions using the card/child's card on the instructions and in the interests of third parties for the purpose of committing illegal actions;
 - 8.1.28.13. On other grounds in accordance with the Bank's IRD and/or the rules of payment systems and/or the legislation of the Kyrgyz Republic.
 - 8.1.29. In case of suspicion that the Customer has committed illegal actions or transactions that contradict the legislation of the Kyrgyz Republic or are committed in violation of it, or pose a threat to public or personal security and legal property and civil rights, as well as interests of third parties, or committing fraudulent transactions by prior agreement with a group of third parties or by the Customer himself/herself, or unusual card activities, the Bank shall have the right to block the card and keep all funds on the card/card account without prior notice

- to the Customer unilaterally, until the necessary information is clarified. At the same time, the Bank shall have the right to cancel the card, as well as to demand compensation for all losses incurred due to such actions of the Customer.
- 8.1.30. If the main card is canceled by the Bank, the additional cards of the Customer will also be cancelled.
- 8.1.31. The Bank shall have the right to refuse the Customer to initiate an investigation on a disputable transaction if the Customer applied to the Bank after 120 (one hundred and twenty) calendar days from the date of the disputed transaction, as well as on other grounds stipulated by the terms of the Agreement and/or the rules of payment systems.
- 8.1.32. The Customer shall have the right to:
- 8.1.32.1. Issue and/or cancel additional cards on the account of the main card by submitting the relevant documents to the Bank;
 - 8.1.32.2. Set/change restrictions and limits on the main and/or additional cards, as well as get access to Internet operations, connection of SMS notifications upon an application submitted to the Bank or independently through Optima24.
 - 8.1.32.3. Send a claim to the Bank for an unauthorized (fraudulent) transaction within 45 (forty-five) days from the date of the card transaction. Otherwise, the performed transaction shall be considered confirmed (authorized) by the Customer, and subsequent claims shall not be accepted by the Bank.
- 8.1.33. The Customer shall be obliged to:
- 8.1.33.1. In case of loss, theft and/or unauthorized use of the card, immediately contact the Bank with an oral or written request to block the card in the manner prescribed by the Rules and the Agreement;
 - 8.1.33.2. Ensure the safety of all cards issued by the Bank to the Customer under the Agreement;
 - 8.1.33.3. Apply to the Bank in order to extend the card for a new period 30 (thirty) calendar days before the expiration of the card. If the Customer does not apply, the card upon expiration shall be automatically canceled and not restored;
 - 8.1.33.4. Regularly, but not less than 1 (one) time per month, monitor the status of the card account and prevent the debt creation. For these purposes, the Customer can independently generate a statement in Optima24, or apply to the Bank for a card account statement.
- 8.1.34. The Customer shall bear full responsibility for:
- 8.1.34.1. Untimely application to the Bank with a request to block a lost/stolen card or a card, the details of which have become known to third parties;
 - 8.1.34.2. Failure to return to the Bank the funds credited to the Customer's card by error;
 - 8.1.34.3. Making card payments through Internet resources that do not support 3D Secure technology;
 - 8.1.34.4. Use of all cards issued to the Customer's card account in accordance with the terms of the Agreement;
 - 8.1.34.5. Timely update and provision of contact details to the Bank. If it is impossible to contact the Customer due to the lack of contact details, the Bank shall have the right to block the card until the Customer shall appear himself/herself;
 - 8.1.34.6. Any losses incurred as a result of fraudulent card transactions by unauthorized persons, as well as for all actions and inactions of these persons who misled the Customer and/or promised to receive material, financial and other benefits, and/or caused an action or inaction of the Customer, and resulting in direct and/or indirect losses or lost profits. At the same time, the Bank shall retain the right to demand compensation from the

cardholder for financial and other losses according to the conditions of this clause.

- 8.1.34.7. For disclosure and/or transfer and/or sale to third parties of the card/child's card, the card PIN code, login and password for access to Optima24, the transaction confirmation code and 3D Secure password in accordance with the requirements of the legislation of the Kyrgyz Republic in force, including for carrying out financial transactions using the card/child's card on the instructions and in the interests of third parties for the purpose of committing illegal actions.
- 8.1.35. The Bank shall have the right to apply to law enforcement agencies of the Kyrgyz Republic or other jurisdictions to initiate criminal or civil proceedings on the grounds specified in [clause 8.1.28.12](#) and [clause 8.1.33.7](#) and to demand payment of costs associated with such an application and the conduct of procedural actions.
- 8.1.36. Using the card or its details by third parties shall not be allowed. The Customer shall agree that violation of this condition leads to withdrawal of the card, unilateral termination of the Agreement by the Bank and reimbursement by the Customer to the Bank of all losses (expenses) incurred as a result of violation of this condition.
- 8.1.37. Card transactions confirmed by entering a PIN-code, 3D Secure password shall be considered to be made by the Customer and shall not be subject to dispute due to unauthorized access to the card account and/or fraud.
- 8.1.38. Card transactions carried out by PayWave contactless method within the limits, as well as transactions carried out in Optima24, shall be recognized as the ones performed by the Customer, and shall not be subject to dispute due to fraud or unauthorized access to the card account.
- 8.1.39. The Bank shall have the right to block the Customer's card/card account (without time limit) in the following cases:
- Seizure, suspension of card transactions or other restrictions in accordance with the legislation of the Kyrgyz Republic;
 - Receiving from the Customer an oral request or a written application to block a bank card in connection with the loss, theft and/or unauthorized use of the card;
 - Compromise of card details by the Customer (accidental/intentional);
 - In case of suspicion of fraud on the part of the Customer or participation of the Customer in a fraudulent scheme;
 - Negative feedback from users of social networks or members of groups addressed to the Customer.
- 8.1.40. In case of receipt of funds to the card account/card in the form of a credit card transaction (credit and/or credit adjustment, etc.) and/or a reverse card transaction (reversal), which shall lead to an increase in the available balance of the card account of the cardholder (hereinafter credit/reverse card transaction), the Bank shall have the right to unilaterally block the card account and/or card for up to 30 (Thirty) calendar days if the cardholder does not have documents confirming the validity of these credit/reverse card transactions. In the event of a technical overdraft on the card account as a result of the withdrawal by the acquiring bank of the amount previously received on the card account in the form of a credit and/or reverse card transaction, the cardholder shall be obliged to repay the resulting debt on the card account within the period established by the Agreement.
- 8.1.41. The Bank shall not be liable for:
- 8.1.41.1. Refusal of a third party to service the card;
 - 8.1.41.2. The quality of goods and services purchased using the card;

- 8.1.41.3. Limits, restrictions and additional rewards (interests) on the card, established by a third party, which may affect the interests of the Customer;
- 8.1.41.4. The consequences (including transactions that took place with the lost/stolen/compromised card) due to the Customer's untimely application to the Bank with a request to block the lost/stolen/compromised card;
- 8.1.41.5. For the Merchant's refusal to return funds for a disputed card transaction, if this refusal was made in compliance with the requirements of the rules of payment systems;
- 8.1.41.6. Situations related to failures in the operation of electronic systems that ensure the receipt, processing and transmission of data on card transactions;
- 8.1.41.7. Possible negative consequences of access to conduct any transactions via the Internet (including transactions via Internet resources that do not use 3D Secure technology) and MOTO, including, but not limited to, the risk of unauthorized transactions by third parties using payment card details via the Internet and MOTO;
- 8.1.41.8. Settlement of disputes and disagreements between the Customer, the holder of the main card and the holders of the Customer's additional cards;
- 8.1.41.9. Actions and/or omissions of third parties - the Bank's counterparties, which prevented the Bank from fulfilling the terms of the Agreement, if the Bank has taken all necessary measures to fulfill the terms of the Agreement;
- 8.1.41.10. Consequences arising from non-compliance with the Agreement and the Rules;
- 8.1.41.11. Unauthorized card transactions carried out within the limits for contactless payment transactions, as well as transactions carried out by entering a 3D Secure PIN/password, committed by third parties;
- 8.1.41.12. Losses incurred as a result of fraudulent actions related to payment for goods/services via the Internet, postal/telephone orders (MOTO), transfers/payments via Optima24.
- 8.1.42. Special conditions for opening a pensioner/social benefits card:
 - The card shall be opened on the basis of an identity document;
 - On the basis of a valid pensioner ID card/certificate/other document confirming the right to receive social benefits.

Chapter 9. Safety Deposit Box Rental

9.1. Procedure for Safety Deposit Box Rental:

- 9.1.1. The Bank, on the basis of the Application Form/Application, personally signed by the Customer/Customers (in case of joint rental) (hereinafter referred to as the Customer/Customers) in the Bank's subdivision, shall provide for use (for rental) a safety deposit box for placing and storing valuables and/or documents (hereinafter referred to as values), on the terms provided for by the Agreement.
- 9.1.2. The following items shall be prohibited from being stored in a safety deposit box:
 - Flammable, toxic, radioactive and other substances that can have a harmful effect on the human body and the environment, food and other items that are subject to deterioration and/or cause the spread of parasites;
 - All types of firearms and their ammunition, edged weapons, explosives (explosive devices), including scientific and engineering technologies and equipment that can be used to create weapons of mass destruction;
 - Narcotic and psychotropic substances, as well as devices for their use;
 - Strong poisons;

- Other items prohibited for storage, withdrawn from civil circulation or which are prohibited to be imported/exported across the state border in accordance with the legislation of the Kyrgyz Republic.
- 9.1.3. Responsibility for storing prohibited items specified in [clause 9.1.2](#) of this Agreement in the Bank's safe deposit box shall rest entirely with the Customer/Customers in accordance with the legislation of the Kyrgyz Republic.
- 9.1.4. A safety deposit box shall be rented for the period specified in the Application Form/Application with the payment of a commission in accordance with the Bank's Tariffs, while the Customer/Customers shall be issued with the Rules for Using Safety Deposit Boxes.
- 9.1.5. The safety deposit box rental period can be extended (prolonged) on the basis of the Application for the rental extension, personally signed by the Customer/Customers (in the case of joint rental) in the Bank's subdivision, and in accordance with the Bank's Tariffs effective on the date of signing the Application for the rental extension.
- 9.1.6. During the rental period, it is possible to change the safety box on the basis of the Customer's Application for changing the safety deposit box.
- 9.1.7. Payment for the entire rental term of the safety deposit box shall be determined by the Bank's Tariffs and should be paid in full on the day of signing the Application Form/Application, and in case of its prolongation (extension) - on the day of signing the Application for the extension of the rental term.
- 9.1.8. The Customer/Customers may access the safe deposit box for the storage and removal of valuables during the Bank's business hours.
- 9.1.9. Access to the premises where the safe deposit boxes are located shall be granted exclusively to the Customer/Customers. Access by third parties shall be prohibited.
- 9.1.10. The Customer/Customers may grant the right to use the safe deposit box to an authorized person by drawing up a power of attorney in accordance with the legislation of the Kyrgyz Republic in force.

9.2. The Procedure for Opening and Closing the Safety Deposit Box, Key Storage

- 9.2.1. In the case of joint rental, the opening of a safety deposit box shall be allowed only in the presence of both Customers.
- 9.2.2. The safety deposit box has a double mechanical key lock. The lock can be simultaneously opened with two different keys – the key of an authorized employee of the Bank and the key of the Customer/Customers. The Customer/Customers shall close the safe with their own key, the bank lock closes automatically, or if the lock mechanism requires two keys (the key of the Customer and of the Bank) to close the safe, the lock is closed simultaneously with the Customer's/Customers' key and the key of an authorized employee of the Bank.
- 9.2.3. The Customer/one of the Customers in the presence of a joint tenant shall be given a key to the safety deposit box against signature in the Card for the right to use an individual safety deposit box in the form approved by the Bank after making payment for the entire rental period of the safety deposit box and an insurance deposit in accordance with the Bank's Tariffs applicable as of the rental date.
- 9.2.4. If the key is lost during the safety deposit box rental period, the Customer, not later than one business day from the moment he/she discovers the loss of the key, shall inform the Bank to that extent.
- 9.2.5. If the lock is broken or the key to the safety deposit box is lost, the safety deposit box shall be opened in the presence of the Customer/Customers. At the same time, the Customer/Customers shall be obliged to confirm in writing the integrity and safety of the contents of the safety deposit box.

- 9.2.6. The Customer shall not be entitled to transfer the key from the safety deposit box to the Bank for storage.
- 9.2.7. The Customer/Customers shall undertake to:
- 9.2.7.1. Pay for the Bank's services in a timely manner in accordance with the Bank's Tariffs for the entire period of the safety deposit box rental, including in the event of prolongation (extension) of the term of the Agreement;
- 9.2.7.2. Upon expiration of the rental period or in case of early termination of the rental period, empty a safety deposit box, hand it over together with the key in an undamaged condition to an authorized employee of the Bank against signature in the Card for the right to use an individual safe according to the form approved by the Bank;
- 9.2.7.3. Ensure the integrity of the safety deposit box key issued by the Bank;
- 9.2.7.4. To grant the Bank the right to write off the security deposit to cover the Bank's expenses for replacing the lock, in the event of a breakage of the safe deposit box lock due to its improper opening/closing and opening of the safe deposit box in accordance with [clause 9.3](#) hereof;
- 9.2.7.5. To pay a penalty for late emptying of the safe deposit box per each calendar day of delay in accordance with the Bank's current Tariffs;
- 9.2.7.6. Irrevocably and unconditionally grant the Bank the right to debit funds from the Customer's/Customer's accounts in national and/or foreign currency opened with the Bank to pay for Bank services and penalties related to safe deposit box rental, in accordance with the Bank's Tariffs.
- 9.2.8. The Customer/Customers shall be entitled to:
- 9.2.8.1. Grant the right to use a safety deposit box to an authorized person by issuing a power of attorney drawn up in accordance with the requirements of the legislation of the Kyrgyz Republic;
- 9.2.8.2. Early terminate the rental of a safety deposit box according to the Application of the Customer/Customers, while the previously paid fee shall be returned to the Customer/Customers who paid the rental fee, starting from the first full calendar month following the date of early termination of the safety deposit box rental.
- 9.2.9. The Bank shall undertake to:
- 9.2.9.1. Provide proper and high-quality service to the Customer/Customers regarding the use of a safety deposit box;
- 9.2.10.2. Guarantee the Customer/Customers confidentiality while viewing the contents of a safety deposit box, as well as respect the confidentiality of information received in the course of providing a safety deposit box for rent, including the fact of storage, information about the Customer/Customers, safe operations and valuables stored in the safety deposit box, except as provided by the legislation of the Kyrgyz Republic and the Agreement.
- 9.2.10. The Bank shall be entitled to:
- 9.2.10.1. In case of the Customer's/Customer's failure to appear at the end of the rental period specified in the Application Form/Application, send the Customer/Customers a written notice to the address(-s) indicated by the Customer/Customers in the Application Form/Application about the need to appear at the Bank to prolong the rental or emptying of a safety deposit box, as well as a warning about the unilateral opening of the safety deposit box without the participation of the Customer/Customers in case of his/their failure to appear at the Bank within 30 (thirty) calendar days from the end of the rental period.
- 9.2.10.2. Suspend the Customer's/Customer's access to a safety deposit box and/or carry out transactions on renting a safety deposit box, or unilaterally terminate the safety deposit box rental:

- In case of failure to provide the Bank of information and documents necessary for conducting due diligence of the Customer/Customers within the requested period;
- If the relevant documents necessary to fulfill the requirements for conducting transactions and identifying the Customer/Customers are not submitted or false documents are submitted;
- If there is information regarding the Customer/Customers about the implementation (commission) of or participation in terrorist or extremist activities and the proliferation of weapons of mass destruction, about the creation and leadership of an organized group or criminal community for the commission of crimes or participation in this group or community or the provision of other assistance to this group or community, in the legalization (laundering) of criminal proceeds received in accordance with the legislation of the Kyrgyz Republic regulating issues of combating the financing of criminal activities and the legalization (laundering) of criminal proceeds;
- Or in other cases provided for by the legislation of the Kyrgyz Republic, regulating the issues of combating the financing of terrorist activities and the legalization (laundering) of criminal proceeds.

At the same time, termination of the safety deposit box rental shall be subject to prior notification of the Customer/Customers (in case of joint rental of a safety deposit box) 30 (thirty) calendar days before termination. The notification shall indicate the need for the Customer/Customers to appear at the Bank to empty a safety deposit box, as well as a warning about the unilateral opening of a safety deposit box without the participation of the Customer/Customers in case of his/their failure to appear at the Bank within 30 (thirty) calendar days from the date of sending the notification by the Bank. In this case, the previously paid fee shall be returned to the Customer/Customers, starting from the first full calendar month following the date of the rental termination.

9.2.10.3. Perform a unilateral opening of a safety deposit box in the manner prescribed by [clause 9.3.3](#) of the Agreement, if the Customer/Customers fails/fail to appear after 30 (thirty) calendar days from the end of the rental period;

9.2.10.4. Write off the amount of the security deposit in accordance with [clause 9.5.3](#) of this Agreement.

9.2.11. The Bank shall be responsible for the security and integrity of a safety deposit box. When the Customer/Customers appear at the Bank to empty a safety deposit box after the expiration of the rental period, but before opening a safety deposit box by the Bank, the Customer shall pay a fine for untimely emptying of a safety deposit box per each calendar day of delay in accordance with the Bank's current Tariffs. The contents of a safety deposit box shall be given to the Customer after paying the fine.

9.3. Opening of a Safety Deposit Box:

9.3.1. The Bank shall have the right to unilaterally terminate a safety deposit box rental agreement and open a safety deposit box in the following cases:

- Availability of information on recognition of the Customer/Customers as missing or dead;
- Transfer of ownership of the contents of a safety deposit box to another person on the basis of a Certificate of Inheritance and other title documents;
- If the Customer/Customers use a safe for storing prohibited items specified in [Clause 9.1.2](#) of the Agreement;

- If the Customer/Customers fails/fail to fulfill the obligations stipulated by the Agreement, as well as in other cases provided for by the legislation of the Kyrgyz Republic.
- 9.3.2. The Bank shall have the right to open a safe deposit box in the following cases:
- if the Customer/Customers fails/fail to appear upon expiration of the rental period or after 30 (thirty) days from the date specified in the Bank’s notice of the need to appear at the Bank for rental extension. The Bank will notify the Customer/Customers in writing of the reasons for opening a safe deposit box, as well as the date of opening. The absence of the Customer/Customers at the address specified in the notice, or the failure of the Customer/Customers to appear at the Bank, shall not be grounds for postponing the safe deposit box opening date;
 - during a search or seizure of items placed in the safe deposit box, at the request of law enforcement agencies in accordance with the legislation of the Kyrgyz Republic.
- 9.3.3. The opening of a safety deposit box shall be carried out by the employees of the Bank by drawing up an Act of Opening. The Bank shall record on video and photographic equipment the process of opening a safety deposit box. The contents of a safety deposit box shall be sealed, packaged and transferred for storage to a specially designated safety deposit box of the Bank until the Customer/Customers, an authorized representative or an heir (legal successor) apply to the Bank, but not more than 5 (five) years.
- 9.3.4. If the safe deposit box has been opened by the Bank due to the failure of the Customer/Customers to appear after 30 (thirty) days from the date specified in the Bank’s notice, or before the date of early termination of the agreement at the Bank’s initiative, the contents of the safe deposit box will be returned to the Customer/Customers after payment of a penalty for late emptying of the safe deposit box per each calendar day of delay in accordance with the Bank’s Tariffs. If there are funds in the Customer’s/Customers’ account with the Bank, the Bank shall have the right to write off the penalty amount from the account in accordance with [clause 9.2.7.6](#) hereof.
- 9.3.5. If, upon opening a safe deposit box, contents are discovered that do not comply with [clause 9.1.2](#) hereof, the Bank will suspend further inspection, ensure the safety of the safe deposit box’s contents, record the discovery of prohibited items, and notify law enforcement agencies for subsequent transfer of the safe deposit box’s contents to them under a protocol. The Bank will notify the Customer of the transfer of the safe deposit box’s contents and terminate the Agreement. The Customer shall undertake to pay a penalty for failure to comply with [clause 9.1.2](#) hereof in accordance with the Bank’s Tariffs.
- 9.3.6. If the Customer/Customers, trustee or heir (legal successor) fail to appear within the specified period, the Bank shall have the right to initiate a procedure for the Bank to acquire ownership of the above property in accordance with the legislation of the Kyrgyz Republic.
- 9.3.7. The Bank shall notify the Customer/Customers in writing of the reasons for opening a safety deposit box specified in [clause 9.3.1](#) of the Agreement, as well as the date of opening a safety deposit box. The absence of the Customer/Customers at the address specified in the notice, as well as the failure of the Customer/Customers to appear at the Bank, shall not be a reason for postponing the date of performing the actions provided for in [clause 9.3.1](#) hereof.
- 9.3.8. The opening of a safety deposit box during a search or seizure of valuables in a safety deposit box shall be carried out in the manner prescribed by the legislation of the Kyrgyz Republic.

9.4. Access to a Safety Deposit Box:

- 9.4.1. Access of the Customer/Customers for placing and withdrawing valuables from a safety deposit box shall be carried out during the Bank's business day.
- 9.4.2. Before entering the safe vault, the Customer/Customers must present an identity document, as well as make a note about the visit in the Card for the right to use an individual safety deposit box according to the form approved by the Bank.

9.5. Security Deposit When Renting an Individual Safe (Safety Deposit Box):

- 9.5.1. In order to ensure proper fulfillment by the Customer/Customers of their obligations hereunder, a Customer/one of the Customers shall make a security deposit with the Bank in accordance with the Bank's Tariffs.
- 9.5.2. To record the security deposit, the Bank shall open a separate account, which the Customer shall not be entitled to dispose until the termination of obligations hereunder.
- 9.5.3. If the Customer/Customers fail to return the key (lost the key) or if the Customer/Customers fail to appear at the Bank to return the key to a safety deposit box or upon opening of a safe deposit box according to the conditions under [clause 9.3](#) hereof, the amount of the security deposit shall be written off by the Bank without the Customer's consent as payment for the Bank's expenses for replacing the lock and opening a safety deposit box, which shall be not refundable to the Customer.
- 9.5.4. In case of failure of the condition specified in [clause 9.5.3](#) hereof, the Bank shall return the amount of the security deposit to the Customer upon the expiration of the Agreement.

Chapter 10. Tariffs, Pricing Package

- 10.1. When providing services under the Agreement at the instruction of the Customer, the Bank shall deduct commissions in accordance with the Bank's current Tariffs.
- 10.2. Information on the amount and types of commissions shall be posted on the Bank's corporate website at https://optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru.
- 10.3. The Bank shall have the right to unilaterally change the amount and types of commissions for the Bank's services, including the types and composition of the Pricing Packages, notifying the Customer by posting information on the information stand and on the Bank's corporate website at https://optimabank.kg/index.php?option=com_newscatalog&view=default&cid=4&Itemid=215&lang=ru in the "News" section not later than the period established by the legislation of the Kyrgyz Republic in force for posting such information.
- 10.4. As part of the Pricing Package, the Customer shall have the right to use banking products and receive services included in the Pricing Package. Banking products and services within the framework of the Pricing Package may be provided by the Bank after the Customer selects the type of the Pricing Package. The Pricing Package shall be provided by the Bank only as a package, as a result of which, in case the Customer refuses from the service/product included in the Pricing Package, the Bank shall have the right to refuse from providing the Customer with the Pricing Package. The Customer may not use a separate service and/or product included in the Pricing Package, to which he/she was subscribed/connected within the Pricing Package, while the Bank shall not be obliged to return any payment to the Customer for using the Pricing Package.
- 10.5. Maintenance and conditions of the products included in the Pricing Package shall be carried out in accordance with the Agreement.

- 10.6. The fee for servicing the Customer under the Pricing Package shall be carried out in accordance with the Bank's Tariffs. If the Customer chooses services under the relevant Pricing Package, rendering of services/provision of the Bank's products that are not included in the Pricing Package shall be carried out by the Bank in the manner and on the terms provided for in the Agreement by charging a fee in accordance with the Bank's Tariffs. The Bank shall not be allowed to render services/provide products at the Bank's Tariffs provided for the Pricing Package, if such services/products of the Bank are provided outside the Pricing Package.

Chapter 11. Dispute Settlement

- 11.1. The Customer/payer/authorized person shall be obliged to verify all information received from the Bank, including notices and statements. In addition, the Customer/authorized person/parents or other legal representatives shall be obliged to check the execution by the Bank of the instructions from the Customer/authorized person/parents or other legal representatives.
- 11.2. The parent shall be responsible for all actions taken by the Child customer using the child's card. The parent shall undertake to monitor the use of the card by the Child customer and be responsible for any financial transactions, including those conducted through Optima24 using the card or its details. The parent shall also undertake to notify the Bank immediately of any loss, theft, or other unauthorized use of the card and block the child's card via Optima24.
- 11.3. If the Customer/payer/authorized person shall discover any inaccuracies, incorrect and/or incomplete execution, the conduct of unauthorized transactions, he/she must immediately notify the Bank to that extent by any available means (post, telephone, e-mail, fax).
- 11.4. If the Bank shall discover that it has made a mistake when carrying out a card transaction and/or in the information provided to the Customer/payer/authorized person, the Bank shall be obliged to correct the mistake without undue delay. The Bank shall have the right to adjust settlements by crediting or debiting the account on the basis of the Agreement without additional consent of the Customer/payer/authorized person, with subsequent notification of the Customer in any available way (mail, telephone, e-mail, fax).
- 11.5. The Bank's liability shall be limited to the amount of real damage caused to the Customer/payer/authorized person by the erroneous actions/omissions of the Bank.
- 11.6. The Customer shall have the right to demand from the Bank the provision of copies of documents confirming the validity of the transactions conducted, including those initiated through Optima24.
- 11.7. If a claim of the Customer/payer/authorized person shall be recognized as justified, the Bank shall correct the transaction conducted, as well as take other necessary actions to resolve the situation on the ground.
- 11.8. If a claim of the Customer/payer/authorized person shall be recognized as unfounded, the Customer/payer/authorized person shall reimburse the Bank for all expenses related to the consideration of the submitted claim, including, but not limited to, the Bank's commissions for considering the claim, fines of the relevant payment system, which in some cases may exceed the amount of the disputed transaction. The Bank shall be entitled to withdraw from the account the amount of expenses incurred on the basis of the Agreement and without any additional consent of the Customer.
- 11.9. The Customer shall agree that when deciding on the authenticity of the Customer's/authorized person's signature on paper payment documents, the Bank and the Customer will be guided by the following rule: the signature on the payment

- document must match the Customer's/authorized person's signature in the Customer's/authorized person's identity document.
- 11.10. If the Customer/payer/authorized person shall discover any disputable situation related to the Customer's accounts with the Bank, the Customer/payer/authorized person shall immediately notify the Bank thereof by submitting a written application to the Bank's subdivision.
 - 11.11. The Bank shall take all possible measures to resolve the disputed situation, if the Bank shall recognize the validity of the disputed situation, and notify the Customer/payer/authorized person in writing of the results of consideration of the application submitted. The Bank, depending on the nature of the dispute, shall independently determine the term for its consideration.
 - 11.12. The Parties shall be liable for violation of the terms of the Agreement in accordance with the requirements of the legislation of the Kyrgyz Republic.
 - 11.13. Disagreements and disputes under the Agreement shall be resolved through negotiations, and if an agreement shall not be reached, they are subject to consideration in the manner prescribed by the legislation of the Kyrgyz Republic.
 - 11.14. The Parties shall agree to accept transaction data, records of telephone conversations and other information on electronic media as evidence in resolving disputes.
 - 11.15. After the Agreement enters into force, the Parties shall not be liable in case of failure to perform or improper performance of their obligations hereunder due to the commencement of Force Majeure such as: natural disasters (fire, flood, earthquake or other natural or man-made disasters), war, hostilities of any kind, epidemics, the introduction of a state of emergency, riots, as well as other circumstances that are beyond the control of the Parties.
 - 11.16. The commencement of Force Majeure shall extend the period of performance of the obligations hereunder by the Party under the Force Majeure for a period of time equal to the duration of the Force Majeure.
 - 11.17. The affected party shall notify the other party of the commencement of the Force Majeure within 3 (three) business days from the occurrence of Force Majeure.
 - 11.18. The affected party shall notify the other Party of the termination of Force Majeure within 3 (three) business days from the date of its termination.
 - 11.19. In case of violation of the requirements provided by [clauses 11.17](#) and [11.18](#) hereof by the affected party, the Party shall lose the right to refer to the Force Majeure as a basis for exemption from liability under the Agreement.
 - 11.20. The commencement of Force Majeure at the time of non-performance or improper performance by the Party of its obligations under the Agreement shall deprive such Party of the right to refer to Force Majeure as a basis for exemption from liability under the Agreement.
 - 11.21. The commencement, effect and termination of Force Majeure shall be confirmed by a document issued by the relevant authorized body of the Kyrgyz Republic.

Chapter 12. Change of Information and Confidentiality

- 12.1. In case of any changes (including, but not limited to, last name, first name, patronymic, passport data, address of residence, etc.) that are or may be important for the Bank, the Customer shall be obliged to notify the Bank to that extent in writing within 3 (three) business days after such changes have been made by providing originals or certified copies of documents confirming such changes. Any changes become valid for the Bank only after the Bank accepts the notification from the Customer and the relevant supporting documents. In case of non-compliance with this condition by the Customer, and if the changed data were not reported to the

Bank, informing the Bank in accordance with [clause 13.4](#) hereof will be deemed to have been delivered properly even in the absence of confirmation of receipt.

- 12.2. All information transmitted by the Parties to each other in connection with the Agreement, as well as financial, commercial and other information received by the Parties in the course of negotiations, conclusion and execution of the Agreement, shall be confidential (hereinafter referred to as Confidential Information).
- 12.3. Transfer, publication or disclosure of confidential information to third parties shall be possible only with the prior written consent of the other Party, or if such disclosure is mandatory in accordance with the legislation of the Kyrgyz Republic.
- 12.4. In case of disclosure or distribution of confidential information of the other Party by any of the Parties, the guilty Party will be obliged to compensate for the losses incurred by the other Party as a result of the disclosure of such information, and will also be liable under the legislation of the Kyrgyz Republic.

Chapter 13. Miscellaneous

- 13.1. The Customer agrees that the Bank shall have the right to send informational messages/notifications and other messages in accordance with [clause 13.4](#) hereof by home address, email or by cell phone numbers and faxes specified by the Customer in the Application Form or in other documents drawn up within the Agreement. At the same time, if on the date of delivery of the message by post, the addressee is not available at the address indicated by the Customer in the Application Form or in other documents drawn up under the Agreement, and therefore it is impossible to receive confirmation of receipt by the Party of the message, and the new address has not been reported (unknown) to the sending Party, the message will be considered delivered properly even in the absence of confirmation of its receipt.
- 13.2. The Customer agrees to record telephone conversations between the Authorization Centre/Contact Centre of the Bank and the Customer when the Customer verbally requests information, including, but not limited to, the Customer's personal data, account or card, transactions conducted, established limits and restrictions or card blocking and etc. The sound recording of a telephone conversation between the Authorization Centre/Contact Centre of the Bank and the Customer shall be a confirmation of the Customer's verbal appeal to the Bank.
- 13.3. To obtain information about the current Tariffs for products, services of the Bank, as well as additional information about transactions conducted by the Bank, about the conditions for conducting transactions, including those not covered by the Agreement, the Customer of the Bank shall have the right to contact the Bank's division, Contact Centre during business hours - including outside office hours and weekends (holidays), or read the information posted on the Bank's corporate website at www.optimabank.kg.
- 13.4. The Customer agrees that the Bank shall have the right to inform the Customer by means of an SMS notification or a PUSH notification to the Customer's phone, by postal letter, by email about the due date for fulfilling the Customer's obligations to the Bank on debt repayment, as well as about the occurrence of overdue debts on existing obligations to the Bank, on the formation of a technical overdraft, and also agrees to receive a one-time password to confirm transactions in Optima24, a 3D Secure password and notifications of card transactions or its details.
- 13.5. In the event of the Customer's insolvency and the inability to be liable for obligations to the Bank, the Bank shall have the right to file a lawsuit with the judicial authorities to collect debts on the Customer's accounts and provide information about financial

violations to the competent authorities in accordance with the legislation of the Kyrgyz Republic.

- 13.6. The Bank shall have the right to verify the accuracy of the personal data provided by the Customer.
- 13.7. The Parties have chosen the state and official languages as the languages of the Agreement. The Parties declare that they fully understand the language of the Agreement, the content and meaning of both the Agreement as a whole and its individual parts are clear to them. In case of discrepancies in the interpretation of the provisions of the Agreement, the Parties will be guided by the text in Russian.
- 13.8. In all other aspects, not stipulated by the Agreement and its annexes, the Parties shall be guided by the legislation of the Kyrgyz Republic.

Chapter 14. Duration and Termination of the Agreement

- 14.1. The Agreement shall be valid for an unlimited period.
- 14.2. The Parties shall have the right to terminate the Agreement unilaterally by notifying the other Party in writing, taking into account the time limits established by the Agreement.
- 14.3. The Bank shall have the right to refuse from executing the Agreement by notifying the Customer to that extent in the manner prescribed hereby in the event that the Customer shall violate the legislation of the Kyrgyz Republic, the Customer fails to fulfill its obligations under the Agreement, as well as upon the occurrence of conditions that, in the opinion of the Bank, may have negative consequences for the Bank.
- 14.4. The Parties acknowledge that the Agreement shall be terminated upon submission of a written application by the Customer and at the moment of closing the last account/fixed-term deposit/card/termination of the rental period of the Customer's safe, regulated by the Agreement, as well as at the end of the use of the Bank's services provided for in the Agreement. If the Customer, by the time of closing the last account, shall have outstanding debt to the Bank hereunder, including debt on payment of the Bank's commissions, the Agreement shall terminate after the full repayment of the debt.
- 14.5. If the Bank receives an Application to close a card account, all cards (including additional ones) issued for the account being closed shall be blocked, declared invalid and subject to return by the Customer to the Bank.
- 14.6. The Agreement shall be considered terminated and ceased to be effective after the full completion of mutual settlements between the Bank and the Customer, and mutual settlements with payment systems (for card products).
- 14.7. The Bank shall return to the Customer the balances of funds on his/her accounts/fixed-term deposits with the Bank in cash or on the basis of the Customer's instruction, the funds are transferred to another account/deposit.
- 14.8. The Parties acknowledge that in the event of termination of the Agreement, separate agreements, contracts concluded between the Bank and the Customer, regulating the opening and maintenance of certain types of accounts, the provision of banking services and products, continue to be in effect as independent agreements.
- 14.9. The Bank shall have the right to unilaterally close the demand deposit, in the event of a lack of funds and/or absence of activity on the demand deposit (receipts and debits of funds on behalf of/or at the instruction of the Customer) for more than 12 (twelve) months, subject to prior notice to the Customer 1 (one) calendar month before the planned closing of the demand deposit.

Chapter 15. Appendices to the Agreement for a Full Package of Banking Services for Individuals

- 15.1. The following Appendices are the integral part of the Agreement:
- Appendix 1. Offer of Optima Bank OJSC for the Collection, Processing and Storage of Personal Data;
 - Appendix 2. Rules for Using Bank Cards of Optima Bank OJSC;
 - Appendix 3A. Application for Opening an Account (On-Demand/ Fixed-Term Deposit) for Individuals;
 - Appendix 3B. Application Form for Opening an Account (On-Demand/ Fixed-Term Deposit) for Individuals;
 - Appendix 3C. Statement of Consent to Dispose the Deposit;
 - Appendix 3D. Application for Closing an On-Demand Account/ Fixed-Term Deposit;
 - Appendix 4A. Application for Issuance of a Card to Individuals;
 - Appendix 4B. Application Form for Issuance of a Card to Individuals;
 - Appendix 4C. Application for Optima Gold for a Child (Child's Card Linked to the Parent's Account);
 - Appendix 4D. Application for Issuance of a Digital Card to Individuals;
 - Appendix 4E. Application for Additional Card Services;
 - Appendix 5A. Application for Safe Deposit Box Rental;
 - Appendix 5B. Application Form for Safe Deposit Box Rental;
 - Appendix 5C. Application for Rental Extension/ Change of a Safe Deposit Box/ Termination of Safe Deposit Box Rental
 - Appendix 6A. Application for Safe Deposit Box Rental (Joint Use);
 - Appendix 6B. Application Form for Safe Deposit Box Rental (Joint Use);
 - Appendix 6C. Application for Rental Extension/ Change of a Safe Deposit Box/ Termination of Safe Deposit Box Rental in Joint Use;
 - Appendix 7A. Application for a Loan and Opening an Account;
 - Appendix 7B. Application Form for a Loan and Opening an Account;
 - Appendix 7C. Application for a Loan via Optima24 and Opening an Account.