

Offer of the “Kyrgyz-Swiss Bank” Closed Joint Stock Company to the Agreement on the Issuance and Maintenance of a Payment Card

1. General Provisions

1.1. This document is an official offer (public offer) of the “Kyrgyz-Swiss Bank” Closed Joint Stock Company (hereinafter referred to as the Bank), addressed to interested individuals and legal entities to conclude an Agreement on the issuance and maintenance of a payment card in accordance with Article 398 of the Civil Code of the Kyrgyz Republic, which was published on the official website of the Bank at www.ksbc.kg, under the conditions specified below.

1.2. The Agreement on the issuance and maintenance of the payment card of “Kyrgyz-Swiss Bank” CJSC (hereinafter referred to as the Agreement) is concluded in a special manner: by accepting this offer without signing by the Parties. This offer has legal force in accordance with Article 402 of the Civil Code of the Kyrgyz Republic and is equivalent to an Agreement signed by the Parties. The text of the Agreement is also provided in this offer.

1.3. This offer contains all the essential conditions of the Agreement being concluded. Acceptance of this offer, as well as full and unconditional acceptance of the conditions set out below, is considered as signing of the corresponding paragraph in the Application by the Cardholder for the issuance of the Main Card. If the Client does not agree with any paragraph of this offer, we will propose him to conclude an Agreement with the Bank in writing.

2. Terminology Used in the text of Agreement

2.1. **CBS, core banking system** – a complex of software and hardware aimed at automating banking activities

2.2. **Authorization** - the Bank’s permission to carry out a card transaction. Authorization includes the Voice authorization (phone call) and Automated authorization (electronic system).

2.3. **Cancellation of a payment card** - recognition of the card as an invalid one and its withdrawal.

2.4. **Banking day** – the day when the Bank is open to provide customer services, and that corresponds to days other than weekends and official holidays in the Kyrgyz Republic.

2.5. **ATM** – the electronic device for automated cash withdrawal by using the card.

2.6. **Blocking the payment card** – a complete or temporary ban on card transactions impelled on the initiative of the Bank or the Cardholder by one of the methods provided by the Payment System. In the case of a complete ban, the withdrawal of the card will be performed at first attempt of its use.

2.7. **Chargeback** - the Bank’s refusal to make a payment on a transaction by debiting the acquirer’s account (for the amount of the transaction considered by the Bank as the one conducted in violation of the rules of the Payment System). A message is sent to the acquirer listing the reasons and justifications of the chargeback.

2.8. **Cardholder** – the client of the Bank, an individual, including an authorized legal entity /individual entrepreneur-account holder, who has the right to use the Main and/or Additional Card in accordance with this Agreement.

2.9. **Additional statement** – a card account statement generated by the Bank at the request of the Cardholder or the Holder of an additional card, and showing all card transactions performed on this card account for the requested period.

- 2.10. **Additional payment card** - a payment card issued on the basis of the application by Holder of the Main Card in addition to the main card. An Additional card may be issued in the name of Holder of the Main Card or other individuals. The spending limit for the card account by Holders of Additional Cards is set by the Holder of the Main Card.
- 2.11. **Monthly statement** – the monthly statement on the card account is issued by the Bank at the request of the Cardholder and shows the card transactions made on the card account during the past calendar month. The monthly statement reflects a brief description of card transactions, payments and debits, including those performed on behalf of the Cardholder, indicates the balance of funds on the card account or the amount of debt at the beginning and end of the past calendar month.
- 2.12. **Debt** – the Cardholder’s debt to the Bank in accordance with the Agreement (including the amount of the Technical Overdraft, as well as accrued fees, court costs and other losses caused to the Bank).
- 2.13. **Application** – application for opening a Card account, receiving a Card, as well as subscribing to additional services on the Card.
- 2.14. **Card** - payment card of the “Visa International” international payment system or “Elcart” National payment Card System, devices for the card account control such as electronic terminals or other devices that contain information that allows card transactions. The card is valid until the end of the month and year indicated on it. Card transactions are not performed on the expired cards and cards that have not been brought into operation yet. The Card may be the Main one or an Additional one, both referred to in the text of this Agreement as the “Card”, or the “Main Card” and “Additional Card”, respectively. The Card provides its Holder with the opportunity to make payments within the amount of funds available on the card account.
- 2.15. **Card transaction** - payments, transfers, payment for goods and services, receipt of cash and other transactions performed using the card.
- 2.16. **Card account** - a bank account opened by the Bank in the name of the Cardholder for card transactions, as well as other transactions provided for by the law of the Kyrgyz Republic. The card account is opened in Kyrgyz som, US dollars or Euros.
- 2.17. **Password** – the combination of letters, numbers or mixed letters and number chosen by the Cardholder and indicated in the application for receipt of the Card or in other written documents provided by the Cardholder to the Bank, used by the Bank to identify the Cardholder by phone and other channels.
- 2.18. **Unauthorized payment** - a payment made in violation of the requirements of an authorized payment. Payments made using counterfeit cards are deemed as the unauthorized ones as well.
- 2.19. **Main card** – a payment card issued to the Cardholder in accordance with the terms of this Agreement.
- 2.20. **PIN code** – Personal Identification Number, a 4-symbol numerical, secret code issued to the Holder of the Main and/or Additional Card, intended for his/their identification during card transactions.
- 2.21. **Payment system** – software and hardware, documentation and organizational and technical measures that ensure the implementation of payments using payment cards in accordance with the internal rules of the system. Prescribes the rules of operation and performs clearing settlements on card transactions between participants of the payment system.
- 2.22. **Rules** – the rules for using the card prescribed for the holder of the Main and/or Additional Card, specified in Appendix No. 1 and being an integral part of this document.
- 2.23. **Processing Center** – a legal entity or a structural subdivision of the Bank participating in the payment system that collects, sorts, processes and transmits information generated during card transactions.
- 2.24. **Card transaction register** - a document received by the Bank from the Processing Center in electronic form, and containing information about card transactions for a certain period of time.
- 2.25. **Authorized payment** – a payment that was made using a card, if the card was not blocked during the payment, its validity period did not expire, and the card was used to make a payment by its true Holder.
- 2.26. **Card validity period** – the month and year of expiration of the Card, indicated on the front side of the Card in the “mm/yy” format. The last day of the validity period of the card is the last day of the month indicated on the card. After the expiration of the card, card transactions will be unavailable.
- 2.27. **Stoplist** - a list of numbers of the invalid cards. Lost or stolen cards are included in the Stoplist, thus eliminating the possibility of their unauthorized or malicious use.

2.28. **Tariffs** – the list of services approved by the Bank and the amount of fee charged for the services provided.

2.29. **Technical overdraft** – the amount of funds spent in excess of the balance of funds on the card account. The Technical Overdraft must be repaid no later than the deadline stipulated in this Agreement. The Technical Overdraft can be formed when the Bank takes into account the fees according to the tariffs.

2.30. **Authorization center** – a structural subdivision of a Processing Center that performs Voice Authorization and performs card blocking on behalf of the Cardholder or on the initiative of the Bank. Authorization centers work 24 hours and seven days a week.

2.31. **Acquirer** - a bank that has a permit to carry out acquiring, the owner of a network of peripheral devices that provides the possibility of authorizations or transactions through its peripheral devices in accordance with the technology and regulations of the relevant payment systems, the regulations and rules of the National Bank of the Kyrgyz Republic, as well as the current law of the Kyrgyz Republic.

2.32. **Acquiring** is the acquirer's activity, which includes contractual relations with retail outlets for installing peripheral devices and accepting cards as a means of payment for goods, works, services, providing settlements with retail outlets and/or issuing cash to cardholders.

2.33. **Emitting bank** – a bank that issues cards in accordance with the technology and regulations, provisions and rules of the National Bank of the Kyrgyz Republic, as well as the current law of the Kyrgyz Republic.

2.34. **CVV** – the three-digit card authentication code indicated on the back of the card next to the signature strip is used as a security element for conducting online card transactions and any other operations without the physical use of the card.

2. General Terms

2.1. The subject of the Agreement is the legal relationship that develops between the Bank and the Cardholder in connection with the opening and maintenance of the card account, as well as the issuance and maintenance of the card as means of payment and receipt of cash.

2.2. The Bank issues, and the Cardholder accepts, a card that is used for card transactions anywhere where the logos of the Payment System are present.

2.3. The relations between the Bank and the Cardholder are regulated by this Agreement, the rules of the payment system, internal regulatory documents of the Bank, including Tariffs.

3. Issuance and Maintenance of Card and Card Account

3.1. The Card Account opening, the use of the Card and the procedure for performing Card Transactions are regulated by the law of the Kyrgyz Republic, regulatory legal acts of the National Bank of the Kyrgyz Republic, instructions and rules of the Payment System, Internal regulatory documents of the Bank and this Agreement.

3.2. The Card may be issued with an insurance deposit or an irreducible balance on the Card Account, if this is provided for by the Bank's Tariffs. The Card can be issued without an insurance deposit/non-deductible balance by the decision of the authorized body of the Bank, or if the insurance deposit /non-deductible balance is not provided for by the Tariffs in force on the day of the Card issuance. As an insurance deposit/non-deductible balance, funds on the Card are accepted, which are blocked and unavailable for the duration of the Card. Upon cancellation of the Card, the security deposit/non-deductible balance is returned to the Cardholder.

3.3. The Card is the property of the Bank, which, is issued to the Cardholder for a certain period of time to receive cash and pay for services and goods on the basis of the Agreement.

3.4. The Card is issued in the name of the Cardholder and is intended for use exclusively by the Cardholder. The transfer of the card to a third party is prohibited.

3.5. The Card is deemed valid only with the signature of the Cardholder on its reverse side.

3.6. The Card is intended for performing the following card operations:

- crediting funds to the Card in cash and non-cash in the currency of the Card Account;
- debiting funds from the Card Account to pay for Card transactions;
- debiting funds from the Card Account to pay fees to the Bank under this Agreement;
- debiting funds from the Card Account to repay the debt of the Holder of the Main and/or Additional Card to the Bank arising from this Agreement.

3.7. The Transactions Register and other documents received by the Bank from the Processing Center and/or Payment System are official documents confirming card transactions and expenses incurred by the Bank in connection with card transactions.

3.8. Documents confirming the fact of transactions on the card, or the Bank's expenses, are documents printed from the CBS of the Bank, certified by the signature of the employee and the stamp of the department.

3.9. The Bank's fee for the services rendered on card transactions to the Holder of the Main and/or Additional Card is charged at the tariffs set on the date of provision of such services.

3.10. The PIN code is equivalent to the personal signature of the Cardholder during the transaction and is confidential information. Transactions using the PIN code are deemed as committed by the Holder and are not subject to dispute.

3.11. When performing a Card transaction, the Holder must receive a receipt, which necessarily contains the amount and currency of the transaction.

4. Rights and Obligations of the Cardholder

4.1. The Cardholder has the right to:

4.1.1. Perform Card transactions within the balance of funds on the Card Account.

4.1.2. Transfer funds to the Card Account in cash or non-cash form in the currency of the Card Account.

4.1.3. Apply to the Bank for Blocking/Unblocking the Card.

4.1.4. Receive a monthly card statement personally or through an authorized person acting on the basis of a Power of Attorney issued by the Cardholder, or by e-mail, mobile banking on the terms determined by the Bank.

4.1.5. Apply for issuance and/or cancel Additional Cards by submitting the relevant documents to the Bank.

4.1.6. Set/change the restrictions and limits on the Main/Additional cards by the application submitted to the Bank, at least 3 (three) banking days before the change of the restrictions and limits.

4.1.7. Send a claim on a disputed transaction (complaint) to the Bank within 45 (forty-five) calendar days from the date of the card transaction. Otherwise, the completed transaction on the card is considered confirmed, and subsequent claims are not accepted by the Bank. In case of a proven basis for complaint, the funds will be restored by the Bank. Prior to the settlement of the claim received, the funds debited from the card will not be restored.

4.1.8. Apply for reissuance of the Main or/and Additional Card due to its loss, theft and/or unauthorized use, damage, loss of the PIN code, demagnetization of the magnetic stripe.

4.1.9. If the card is swallowed (withheld) by the ATM of the Bank, apply to the Bank with an application for the issuance of the card withheld by the ATM.

4.1.10. Provide the Bank with a preliminary written permission (instruction) on withdrawal of funds from the card, which will be valid for a certain period of time and (or) within a certain amount of funds.

4.1.11. Inform the Password at his discretion to any person who will be considered by the Bank as the legal representative of the Cardholder who has the right to receive information on his card(s).

4.1.12. Receive information on the current Tariffs/Bank's Rules at any time, having read them in the Bank's premises/operating room, its branches and on the website: www.ksbc.kg.

4.1.13. Terminate this Agreement by notifying the Bank in writing 45 (forty-five) calendar days prior to the expected date of termination of this Agreement.

4.2. Cardholder is obliged to:

4.2.1. Provide the Bank with the documents provided for by the law of the Kyrgyz Republic and internal regulatory documents of the Bank required for opening the card account and issuance of the card on the day of the conclusion of this Agreement.

4.2.2. Properly comply with the terms of this Agreement and the Rules.

4.2.3. Pay fee to the Bank in a timely manner in accordance with the Tariffs and repay any outstanding Debts to the Bank for any obligations.

4.2.4. Fully bear all expenses (costs) on card transactions.

- 4.2.5. Transfer the funds to the card account that are necessary for payment of card transactions and repayment of Debts to the Bank arising from this Agreement no later than 5 (five) banking days from the date of receipt of the notification from the Bank on the existing Debts to the Bank.
- 4.2.6. Inform the Bank immediately if an erroneous withdrawal or crediting of funds from the card is detected.
- 4.2.7. Not to prevent the direct debiting from the card account and other bank accounts on the grounds provided for by this Agreement and the law of the Kyrgyz Republic.
- 4.2.8. In case of absence or insufficiency of mistakenly credited funds on the card account, return the funds to the Bank within 5 (five) banking days from the date of receipt of the corresponding written notification from the Bank.
- 4.2.9. Prevent the occurrence of Technical Overdraft, regularly monitor the status of the card account and check the compliance of actual transactions with the statement provided by the Bank.
- 4.2.10. Do not use the card after its expiration date, as well as if it is included in the Stoplist or an instruction has been received from the Bank to stop using the card.
- 4.2.11. Not to use the card account and the card for illegal activities, including for the legalization of funds obtained by criminal means and for the financing of terrorism.
- 4.2.12. Provide information and documents related to the activities of the Cardholder and the banking operations carried out by him in accordance with the requirements of the current law of the Kyrgyz Republic regulating the issues of countering the financing of terrorist activities and the legalization (laundering) of proceeds of crime, at the request of the Bank within 3 (three) banking days.
- 4.2.13. Update the Questionnaire of an individual at the request of the Bank no later than 3 (three) banking days from the date of receipt of such request.
- 4.2.14. In case of loss, theft, unauthorized use of the card, disclosure of the PIN code; the card number; card expiration date; CVV - immediately contact the Bank with a written request to block the card in accordance with the rules of the Bank and this Agreement.
- 4.2.15. Ensure the safety of the card issued under this Agreement, to keep the card equivalent to cash, checks and other securities, preventing the transfer of the card to third parties, to carry out all possible security measures in order to prevent possible losses and prevent illegal use of the card; to protect the card from exposure to low temperatures, electromagnetic field and mechanical damage; to keep the PIN code secret, not to disclose it to third parties, including not to store it next to the card, as well as not to disclose to third parties the validity period and CVV of the card, except in cases of payment via the Internet. The transfer of the Card to third parties is the basis for the withdrawal of the card, the unilateral termination of this Agreement by the Bank and the basis for the recovery (withholding) from the Cardholder of all losses (expenses) caused to the Bank.
- 4.2.16. Apply to the Bank at least 30 calendar days before the expiration of the card in order to extend the card for a new period and fill out an Application for reissuance of the card. If the Cardholder has not submitted an Application for reissuance of the card, the card is automatically canceled, and the new card is issued at the Request of the Cardholder.
- 4.2.17. Notify the Bank in writing of the change in the Cardholder's personal data, no later than 5 (five) banking days from the date of such changes.
- 4.2.18. When confirming the transaction with your signature on the receipt (when paying for goods or services) or PIN code, make sure that the amount coincides with the actual amount of the transaction; if necessary, provide an identity document.
- 4.2.19. Upon cancellation of the card, repay the debt under this Agreement to the Bank.
- 4.2.20. In case of termination of this Agreement, transfer to the Bank the card issued under the card account in accordance with the terms of this Agreement no later than 5 (five) banking days.
- 4.2.21. Pay the amount of card transaction, taking into account the Bank's commissions according to the current Tariffs within 45 (forty-five) calendar days from the date of cancellation of the card, in case of receiving the requirement to pay the amount of the card transaction carried out before the cancellation of the Card from the Payment System according to the Transactions Register.

5. Rights and Obligations of the Bank

5.1. The Bank has the right to:

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5.1.1. Refuse to issue the card. In case of refusal, the Bank reserves the right not to explain the reason for the refusal.

5.1.2. If the Cardholder fails to appear at the Bank to receive the card within more than 6 months from the date of filing the application for card issuance, the Bank has the right to cancel the card and not to return the commission fee that was paid to the Bank for annual maintenance and/or issuance, reissuance of the card.

5.1.3. Amend and supplement the terms of this document unilaterally, as well as the conditions for issuing and maintaining the Card, the Rules and Tariffs by posting information about the changes made in the Bank's offices or on the Bank's official website: www.ksbc.kg, not less than 10 (ten) banking days before the entry of the said amendments and/or additions in force.

5.1.4. Debit funds from the card without the consent (without acceptance) of the Cardholder:

- in the amount of the card transaction specified in the transactions register;
- to pay the cost of the Bank's services according to the Bank's Tariffs;
- when executing orders of third parties to withdraw funds of the Cardholder on the grounds provided for by the current law of the Kyrgyz Republic;
- for repayment of the card debt to the Bank arising in connection with the execution of this Agreement, as well as any other debt of the Cardholder to the Bank;
- funds that do not belong to the Cardholder that were mistakenly credited to his card;
- in the amount of the cost of annual card maintenance if the Cardholder has not submitted an Application for cancellation of the bank card 1 month before the expiration date of the card;
- when executing orders of third parties to withdraw funds of the Cardholder on the grounds provided for by legislative acts of the Kyrgyz Republic;
- on the grounds stipulated by the agreements concluded between the Bank and the Cardholder;
- by prior written permission (instruction) on withdrawal of funds from the card account, valid for a certain period of time and (or) within a certain amount of funds.

5.1.5. Set restrictions and limits on card transactions in order to reduce the risk of unauthorized card transactions. The amount of restrictions and limits, as well as the conditions, terms and procedure for their application and modification are determined by the Bank independently.

5.1.6. Not to accept a claim for a card transaction submitted by the Cardholder after 45 (Forty-five) calendar days from the date of its commission.

5.1.7. Block funds on the card account for the amount of Authorization for the card transaction until the documents confirming the fact of the card transaction are received from the Processing Center. In case of non-receipt of supporting documents within 30 (thirty) calendar days, the blocked amount is subject to unblocking.

5.1.8. Block the Card with subsequent cancellation at its discretion and require the Cardholder to return the Card within 5 (five) Bank days if:

- during the use of the card, the Bank finds out that false information has been provided to the Bank or suspicions have arisen about inconsistency of such information with reality;
 - in case of violation of Debt repayment terms, in case of repeated occurrence of Technical Overdraft cases;
 - non-fulfillment of obligations under this Agreement by the Cardholder;
 - upon receipt of an Application from the Cardholder for cancellation of the card and termination of this Agreement;
 - in case of suspension of expenditure operations on the card on the grounds provided for by the law of the Kyrgyz Republic;
 - upon receipt of an Application from the Cardholder to block the card due to loss, theft and/or unauthorized use of the card;
 - on other grounds determined by the Bank.
- The blocking of the card on the grounds specified in this paragraph of the Agreement is carried out within the time limits independently determined by the Bank.

5.1.9. Unilaterally close the Card account of the Cardholder and terminate this Agreement by notifying the Cardholder in writing 45 (forty-five) calendar days prior to the expected closure of the Card Account and the date of termination of this Agreement in the following cases:

- The cardholder has not submitted the relevant documents necessary to fulfill the requirements for his identification or for conducting transactions on the account(s);
- The cardholder has submitted unreliable (forged, falsified, etc. documents) or invalid documents;
- If there is information about participation of the Cardholder in financing the terrorist activities and the legalization (laundering) of proceeds of crime obtained in accordance with the norms of the law of the Kyrgyz Republic.

• If there are no transactions on the Cardholder's account for 1 (one) year.

5.1.10. Write off the total amount of Debt from any bank accounts of the Cardholder in the Bank in an undisputed (direct) manner upon appearing of funds to the bank accounts of the Cardholder if the Debt is not paid within 5 (five) Banking Days from the moment the Bank notifies the Cardholder of the existence of Debt.

5.1.11. File a claim to the court for reimbursement of the Cardholder's Card Debt in case of the Cardholder's insolvency and provide information about financial violations by the Cardholder to the competent authorities in accordance with the current law of the Kyrgyz Republic.

5.1.12. Set restrictions and limits on the Main and Additional Cards on the basis of the Application of the Cardholder within the limits of the restrictions and limits determined by the Bank itself.

5.1.13. Cancel Additional cards in case of cancellation of the Main Card and do not return the withheld annual maintenance fee.

5.1.14. Write off the commission which is determined in accordance with the Bank's Tariffs for any card transactions.

5.1.15. The Bank is authorized/entitled to block the card until the clarification/confirmation of the Cardholder's participation in a suspicious/unusual transaction, and if necessary, to reissue a new card in case of suspicion of committing fraudulent/unusual actions with the card.

5.1.16. Request and receive information about the Account Holder from third parties, as well as from publicly available registers, from personal data processing systems of state or local government institutions and from other publicly available sources/Cardholder to verify the information previously provided, or to supplement the information already available to the Bank.

5.2. The Bank is obliged to:

5.2.1. Provide Card service in accordance with the terms of this Agreement and the Rules.

5.2.2. Carry out the transactions specified in this Agreement on the Card Account.

5.2.3. Transfer funds to the Card no later than the Banking Day following the day of receipt of the confirming payment documents to the Bank, in accordance with the current law of the Kyrgyz Republic.

5.2.4. Notify the Cardholder about the need to repay the outstanding Card Debt from the moment of the excess of the Technical Overdraft.

5.2.5. Block/unblock the card upon receipt of an Application from the Cardholder for blocking/unblocking the card.

5.2.6. Inform the reason for blocking the card when contacting the Cardholder.

5.2.7. Promptly inform about changes in Tariffs and conditions of this Agreement by posting information about changes in Tariffs in the Bank's offices or on the Bank's official website: www.ksbc.kg, not less than 10 (ten) banking days before the entry of these amendments and/or additions into force.

5.2.8. Notify the Cardholder in writing in case of blocking the card at the initiative of the Bank within 5 (five) banking days, indicating the reason.

5.2.9. Withdraw funds from the Card account upon receipt of a prior written permission (instruction) from the Cardholder to withdraw funds from the Card account, within the time and on the terms provided for by such permission. In case of absence or insufficiency of funds on the card account on the date of payment or transfer of funds for the execution of the Cardholder's prior authorization to withdraw funds, the execution of the Cardholder's instructions shall not be performed.

5.2.10. Provide information about the balance and cash flow on the Cardholder's account(s) on the basis of a telephone request after the Cardholder reports the Password, or passes the identification procedure.

6. Responsibilities of the Parties

6.1. The Bank is responsible for:

6.1.1. Disclosure of bank secrecy in accordance with the current law of the Kyrgyz Republic;

6.1.2. A transaction made by mistake on the card account due to the fault of the Bank. In this case, the Bank's liability is limited to the cancellation of an erroneous transaction on the card account.

6.2. The Bank is not responsible for:

6.2.1. Refusal of a third party to accept the card;

6.2.2. Quality of goods and services purchased using the card;

6.2.3. Limits, restrictions and additional rewards (interests) according to the card, established by a third party, which may affect the interests of the Cardholder;

6.2.4. Consequences of the Cardholder's untimely request to the Bank to block the lost/stolen card;

6.2.5. Any damage and losses caused to the Cardholder, directly or indirectly related to failures in the operation of electronic systems providing reception, processing and transmission of data on card transactions;

6.2.6. Possible negative consequences of access to any transactions via the Internet and Mobile Banking, including, but not limited to, the risk of unauthorized transactions by third parties on a bank payment card via the Internet and Mobile Banking.

6.2.7. Resolving the disputes and disagreements between the Cardholder and the Holder of an Additional card;

6.2.8. The action and/or inaction of third parties that are the Bank's counterparties who prevented the Bank from fulfilling the terms of this Agreement, if the Bank, for its part, has taken all necessary measures to fulfill the terms of this Agreement;

6.2.9. Consequences of non-compliance by the Cardholder with this Agreement and the Bank's Rules.

6.2.10. Transactions on the card during the period from the moment of loss/theft of the card to the moment of receipt of the notification of loss/theft of the card by the Bank;

6.2.11. Unauthorized transactions on the Card with the input of a PIN code performed by third parties, as well as unauthorized operations on the Card performed via the Internet, by entering the card number, Card Expiration Date and CVV;

6.2.12. Losses incurred as a result of fraudulent actions using the card in devices registered in high-risk countries;

6.2.13. Debiting of the annual maintenance fee from the card account, if the Cardholder untimely applied to the Bank with an Application for cancellation of the card;

6.2.14. For the consequences arising from the Cardholder's failure to notify about the change of personal data specified in this Agreement.

6.3. The Cardholder is responsible for:

6.3.1. Control over the balance of funds on the Card Account;

6.3.2. Late application to the Bank with a request to block a lost/stolen card;

6.3.3. Non-return of funds mistakenly credited to the card account to the Bank in accordance with the current law of the Kyrgyz Republic and this Agreement;

6.3.4. Unauthorized payment by a third party in the amount taking into account the Bank's fee for making a payment set by the Tariffs, if the Cardholder has transferred the card and/or disclosed the PIN code to a third party, as well as in cases of transfer of the Card's validity period and CVV;

6.3.5. Card transactions performed, including those performed by third parties using cards and/or card details;

6.3.6. Violations of the terms of this Agreement by the Cardholder;

6.3.7. Any damage or losses caused to third parties or the Bank in connection with the Cardholder's refusal to refund to the Bank funds mistakenly credited to the card in accordance with the current law of the Kyrgyz Republic and this Agreement.

6.3.8. The Parties shall bear no liability for partial or complete non-fulfillment of obligations if it was the result of force majeure circumstances: fire, flood, earthquake, other circumstances beyond the control of the Parties, equipment failure, software failure, power supply and data transmission system, as well as in cases of acceptance by the National Bank of the Kyrgyz Republic, authorized bodies of the Kyrgyz Republic decisions, resolutions, order issued in relation to the Parties, making it impossible to fulfill the obligations under this Agreement in a timely manner and properly, provided that the Party thus prevented from fulfilling

the obligations of this Agreement has made reasonable efforts to mitigate the impact of these circumstances, and will continue to make every effort to fulfill the terms of this Agreement as fully as possible.

7. Dispute Resolution Procedure

7.1. All disputes and disagreements arising during the fulfillment of this Agreement will be resolved through negotiations between the Parties, if possible. Disputes that could not be resolved by negotiation, are subject to resolution in the courts of the Kyrgyz Republic in accordance with the current law of the Kyrgyz Republic.

7.2. The Parties agree to accept data on card transactions on electronic media as evidence in dispute resolution.

8. Validity Period of this Agreement and the Procedure for its Termination

8.1. This Agreement comes into force from the date of signing by the Parties and is valid until the expiration of the card or until its termination at the initiative of either Party. If the card is extended for a new period, the Contract is automatically extended for a new validity period of the extended card. If the card is reissued due to its loss, theft and/or unauthorized use and/or loss of the PIN code, damage and/or demagnetization of the magnetic stripe, the validity period of the Contract remains the same.

8.2. The Bank has the right to close the Card Account of the Cardholder and terminate this Agreement unilaterally and notify the Cardholder in writing 45 (forty-five) calendar days before the expected date of closing the Card Account and termination of this Agreement, in the following cases:

- The cardholder has not submitted the relevant documents necessary to fulfill the requirements for his identification or for conducting transactions on the card account.
- The cardholder has submitted unreliable (forged, falsified, etc. documents) or invalid documents.
- If there is information about participation of the Cardholder in financing the terrorist activities and the legalization (laundering) of proceeds of crime obtained in accordance with the norms of the law of the Kyrgyz Republic.
- If there are no transactions on the Cardholder's account for 1 (one) year.

8.3. The date of written notification of the Cardholder of the termination of this Agreement is the date of receipt of this notification by the Cardholder.

8.4. In case of termination of this Agreement on the initiative of either Party, annual card maintenance fee is not refunded by the Bank. The balance of funds on the card account is transferred to another bank account or issued in cash.

8.5. The Bank closes the Card account after the expiration of 45 (forty-five) calendar days from the date of termination of this Agreement and repayment of all outstanding debts by the Cardholder to the Bank.

8.6. This Agreement is considered terminated after the full completion of settlements between the Parties.

9. Additional Terms

9.1. The Bank respects confidentiality with respect to all information at its disposal about the Holder of the Main/Additional card and its operations in accordance with the regulatory acts of the Kyrgyz Republic.

9.2. The requirement to maintain confidentiality does not apply to the following cases:

9.2.1. To the dissemination of publicly available information;

9.2.2. The Bank has the right to provide information about the Holder of the Main/Additional cards and their transactions in the cases, to the extent and in the manner provided for by the law of the Kyrgyz Republic;

9.2.3. If the Bank provides information to its business partners, whom the Bank has entrusted to perform functions or provide services that are necessary to provide card account and card servicing services, to the extent necessary for the business partner to provide the relevant service and perform its functions in accordance with the requirements of the regulations of its residence;

9.3. By signing this Agreement, the Cardholder consents to the collection, use and processing of all personal data, including those known to the Bank and/or that will become known to the Bank in the future, by any means not prohibited by the law of the Kyrgyz Republic, including, but not limited to: request and receipt from third parties, provision and transfer to third parties, accumulation, storage, updating, reproduction, electronic copying, depersonalization, blocking, destruction, for the purpose of, including, but not limited to:

9.3.1. Conclusion of contracts and agreements on the provision of banking services with the Bank;

- 9.3.2. Execution of contracts and agreements concluded between the Bank and the Cardholder;
- 9.3.3. The Bank performs the functions of servicing contracts and agreements concluded by the Cardholder;
- 9.3.4. Creation of information systems, personal data of the Bank;
- 9.3.5. Requesting information from law enforcement agencies about bringing the Cardholder to criminal responsibility;
- 9.3.6. Offering the Cardholder information about new products and services of the Bank, as well as for any other purposes directly or indirectly related to the provision of banking services to the Cardholder.
- 9.4. In addition, by signing this Agreement, the Cardholder gives unconditional indefinite consent for the Bank to receive a credit report about him from the Credit Information Bureau (hereinafter referred to as CIB), for the Bank to provide credit information about the Cardholder to CIB and other legal entities and individuals, as well as for the exchange of data with CIB for the formation and obtaining detailed information about the credit history, in order to make decisions on the provision of banking services to the Cardholder.
- 9.5. By signing this Agreement, the Cardholder confirms that he is familiar with the Tariffs and Rules for using the card.
- 9.6. The Cardholder agrees to receive SMS-notifications and e-mail notifications when performing card transactions, to the phone number and e-mail address specified in the Application for opening a bank account and issuing the card.
- 9.7. In all other matters not stipulated by this Agreement and the Rules for Using the card, the Parties are guided by the current law of the Kyrgyz Republic.
- 9.8. All amendments and additions to this Agreement are valid when they are made in writing and signed by both Parties, with the exception of amendments and additions made by the Bank unilaterally, in accordance with the terms of this Agreement.
- 9.9. Written notifications are considered to have been received by the other Party if they are handed over to it with signing the delivery note or sent by registered mail to the address specified in the application for issuing the Card.
- 9.10. This Agreement is drawn up in two copies both having the same legal force, one copy for each of the Parties.
- 9.11. The Cardholder hereby confirms that:
- 9.11.1. He/she is not deprived of legal capacity, is familiar with all the terms of the Agreement and agrees with them, understands the essence of this Agreement, and that there are no circumstances forcing him to conclude this Agreement on extremely unfavorable conditions.

Appendix No.1
to the Offer of the “Kyrgyz-Swiss Bank” Closed Joint Stock Company
to the Agreement on the Issuance and Maintenance of a Payment Card

RULES FOR USING THE CARD

1. General Provisions

- 1.1. The Card is a means of paying for goods (works and services) and receiving cash at the expense of the Cardholder's funds.
- 1.2. The card expires after the last day of the month and year indicated on the card.
- 1.3. A card without the signature of the Cardholder on the reverse side is considered invalid.
- 1.4. The Cardholder has the right to receive card account statements from the Bank in accordance with this Agreement.
- 1.5. The Monthly Statement is considered correct and confirmed by the Cardholder, if no written claims have been received by the Cardholder within 5 (five) calendar days from the date of receipt of the Monthly Statement by the Cardholder.
- 1.6. Funds are deposited to the card account in cash or in non-cash form:
- 1.7. To transfer funds in Kyrgyz soms and other currencies in a non-cash form, the details indicated on the official website of the Bank are used: <https://www.ksbc.kg>.

2. Using the card

- 2.1. When making an operation to pay for goods (works and services) or receiving cash at the cash advance office (CAO), a check is printed. The cardholder must sign the check, making sure that all the fields are filled in and in accordance with the amounts indicated on the indicated documents with the amounts of the actual purchase (service) or the amounts of cash received, after which the cardholder is given a copy of the POS-terminal check.
- 2.2. It is forbidden to sign a POS terminal receipt that does not contain the purchase (service) amount. When shopping (especially in a restaurant), do not let the cashier (waiter) take the card out of your sight.
- 2.3. Do not allow the cashier to conduct the same transaction on your card twice.
- 2.4. In case of refusal to accept your card and, as a result, make a purchase for cash, always keep your receipts. In case of refusal to pay with the card due to poor connection, you can repeat the payment procedure in a few minutes (of course, if you have firm confidence in the presence of this amount of money on the card).
- 2.5. Keep the first copies of receipts from POS terminals, with their help calculate the balance of funds (payment limit) on your card.
- 2.6. Please note that when paying for a car rental, paying for a hotel or any other service, the cost of the service may be blocked on your card account, and you will not be able to use this amount until it is unblocked.
- 2.7. The commission for transactions carried out with the card is reflected in the Monthly and Additional statements.
- 2.8. The Cardholder should keep in mind that the organization that accepts cards for service has the right to require the presentation of an identity card or other official identification document of the Cardholder.
- 2.9. The documents confirming the fact of the transaction using the card are: a POS terminal check, an ATM check, as well as another document received at the Bank's request from the Processing Center.
- 2.10. In case of discrepancy in the data in these documents, the document received by the Bank from the Processing Center will be the final and only document confirming the fact of the transaction using the card.

3. Rules for using an ATM

- 3.1. With the help of the card, the Cardholder can receive funds from an ATM. To do this, place the card in the ATM reader and carefully read the commands that appear on the screen. You can select the commands you need to receive cash.
- 3.2. When dialing the PIN, do not allow strangers to see it. ATTENTION! There are only two attempts to enter the wrong PIN. After the third attempt, the card is blocked and held up by the ATM.

- 3.3. Be careful after the command "TAKE YOUR CARD" appears on the screen - immediately take the card, otherwise it will be delayed by the ATM (after 20 seconds).
- 3.4. When the funds appear in the dispensing device, immediately take them, otherwise, after 20 seconds, they will be detained by the ATM, then you will receive a check on the amount of cash issued to you.
- 3.5. If your card or funds are held by an ATM, contact the Bank that issued the card.
- 3.6. Conduct transactions using ATMs installed in secure locations. If you need to use an ATM you are not familiar with, choose a well-lit and installed in a convenient place or in bank branches.
- 3.7. Do not use devices that require entering the PIN-code of the Card to access the premises where the ATM is located. If you find a room access device that requires a PIN, do not use it. If the PIN has already been entered in a such device, it is recommended to immediately block the Card and notify the Bank of the address where an ATM with a device for accessing the premises requiring the PIN code is installed.
- 3.8. If there are unauthorized persons near the ATM, you should choose a more suitable time to use the ATM or use another ATM.
- 3.9. Before using the ATM, inspect it for the presence of additional devices that do not correspond to its design and are located in the PIN dialing area and in the card reader area (for example, the presence of an unevenly installed PIN dialing keypad). In this case, refrain from using such an ATM.
- 3.10. If the ATM's keypad or place for accepting Cards is equipped with additional devices that do not correspond to its design, refrain from using the Card in this ATM and report your suspicions to the Bank by calling the telephone number indicated on the ATM.
- 3.11. Before making a transaction with the Card at an ATM, make sure that the ATM has the emblem of the payment system corresponding to your Card, as well as information about the Bank serving the ATM (name, address, telephone).
- 3.12. Do not use physical force to insert the Card into an ATM. If the Card is not inserted, refrain from using such an ATM. When accepting and returning the Card by the ATM, do not push or pull the Card until the end of its intermittent movement in the card reader. Uneven movement of the Card is not a failure and is necessary to protect your Card from illegal copying of the information recorded on it.
- 3.13. If the ATM does not work correctly (for example, it is in standby mode for a long time, it spontaneously restarts), you should refuse to use such ATM, cancel the current operation by pressing the "Cancel" button on the keyboard, and wait for the Card to be returned.
- 3.14. You should keep the receipts printed out by the ATM for subsequent reconciliation of the amounts indicated in them with the statement of the Account.
- 3.15. Do not listen to the advice of third parties, and do not accept their assistance when carrying out transactions with the Card at ATMs, even if you have a stuck Card or have problems with the transaction. Do not punch the PIN code in front of the "assistant", do not allow yourself to be distracted, because, at this moment, fraudsters can take your Card or the issued funds from the ATM.
- 3.16. If the ATM does not return the Card during transactions, you should call the credit organization by the telephone number indicated on the ATM and explain the circumstances of the incident, as well as contact the Bank and then follow the instructions of the responsible employee of the Bank.

4. Security measures when handling the card

- 4.1. Remember - your card together with the PIN code is the "key" to your card account.
- 4.2. The PIN code must not be known to others. It is best to remember your PIN. If this is difficult to do, write it down out of the reach of unauthorized persons. Do not write the PIN code on the card. Transactions using the PIN code are recognized as committed by the Cardholder and are not subject to dispute.
- 4.3. Store the card in a safe place. Avoid leaving it in places where someone can pick it up and copy your card number and sample of your signature.
- 4.4. Protect the card from mechanical damage and from the effects of electromagnetic fields (car alarms, mobile phones, computers, access frames at airports, banks, shops, etc.) to avoid damaging the magnetic stripe and chip.
- 4.5. Never transfer the Card for use to third parties, including relatives. If the Card bears the surname and name of an individual, then only that individual is entitled to use the Card

4.6. In order to prevent illegal actions to withdraw the entire amount of funds from the Card, it is advisable to set a daily limit on the amount of transactions on the Card. If the daily limit on the Card is increased due to the need to conduct transactions for large amounts, it is recommended to lower the daily limit after completing large purchases or large amounts of cash withdrawals.

4.7. If you receive a request, including from a Bank employee, to provide personal data or information about the Card (including PIN), do not provide them. Call the Bank and inform about this fact.

4.8. If you receive any messages using telephone or postal communication, via television or radio broadcasting or in other ways, on behalf of the Bank or another person (including representative offices or service centers of the payment system) with a request to confirm/update the confidential data of your Card (including PIN numbers), never reply to such letters/advertisements and do not disclose confidential data of your Card to anyone. If you receive a telephone call from an interactive voice response or an employee of the Bank, and you doubt that it is the employee of the Bank who is calling, end the conversation, be sure to call the Bank back and find out the fact of receipt and the purpose of this call.

4.9. For the purpose of information interaction with the Bank, it is recommended to use only the official details of the means of communication (landline telephones, interactive websites/portals, e-mail, etc.), which are indicated in the documents received directly from the Bank.

4.10. Remember that in case of disclosure of PIN, personal data, loss of the Card, there is a risk of illegal actions with funds on your Card by third parties. If there are assumptions about the disclosure of PIN, personal data that allows you to commit illegal actions with your Card, and also if the Card has been lost, you must immediately block the Card in Internet banking or Mobile banking or contact the Bank. Until you apply to the Bank's subdivision, you bear the risk associated with unauthorized debiting of funds from your Card. Funds debited from the Card as a result of unauthorized use of the Card prior to its blocking or notification of the Bank about it shall not be reimbursed.

4.11. Conduct transactions in trade and service enterprises, banking institutions and ATMs that have emblems (logos) of the corresponding payment system.

4.12. Keep documents on transactions made with the card in order to resolve issues related to transactions made with the use of cards.

4.13. In case of detection of loss, theft or unauthorized use of the card, immediately inform the Bank by telephone: (+996) 312543424, on banking days from 9.00 to 18.00 (Bishkek time), or the User Support Center by telephone: (+996) 312664325, (+996) 312637696. Be sure to duplicate your message by telephone: (+996) 312543424 on banking days from 9.00 to 18.00 (Bishkek time). Any oral request of the Cardholder must be confirmed by a written application, which must be submitted to the Bank at the following address: 68 Baitik Baatyr str., Bishkek 720005, Kyrgyz Republic, or send to the e-mail address: bank@ksbc.kg within 5 (five) banking days after the oral application.

4.14. In case of card loss, new cards will be issued to the Cardholder on the basis of a written application of the Cardholder after payment of the cost of replacing cards in accordance with the Tariffs.

4.15. The Cardholder is responsible for the consequences of untimely application to the Bank and the User Support Center with a request to block the card.

4.16. Upon detection of a card previously declared as lost, stolen, or illegally used, the Cardholder is obliged to immediately inform the Bank about it by telephone: (+996) 312543424 on banking days from 9.00 to 18.00 (Bishkek time), after which it must be delivered by address: 68 Baitik Baatyr str., Bishkek 720005, Kyrgyz Republic, no later than 5 (five) banking days from the date of discovery of the card.

5. Currency conversion rules when performing transactions in a currency other than the currency of the card account

Payment system	Card account currency	Transaction currency	Calculation of the amount at the transaction final completion
NSRPC Elcart	KGS	Any foreign currency for which it is possible to make transactions with the participation of Elcart	<ol style="list-style-type: none"> 1. When performing a Card Transaction, the conversion from the transaction currency into the KGS currency is made at the rate of the Payment System valid at the time of the Card Transaction. The blocking of the Card transaction amount on the Card account is carried out in the KGS currency. 2. When performing the final debit/credit on an earlier Card transaction, the conversion from the transaction currency to the KGS currency is made at the rate of the Payment System valid at the moment of closing the authorization day. The final debit/credit of the amount is carried out in the KGS currency. 3. In the event of a discrepancy between the exchange rates at the moment of performing the Card transaction and at the moment of closing the day of performing the Card transaction, the amount of the final debit/credit may differ from the amount blocked on the Card Account at the moment of performing the Card transaction.
Visa	KGS	USD	<ol style="list-style-type: none"> 1. When performing a Card transaction, the conversion from USD currency to KGS currency is made at the rate of the Processing Center, valid at the time of the Card transaction. The blocking of the amount of the Card transaction on the Card account is carried out in the KGS currency. 2. When performing the final debit/credit on an earlier Card transaction, the conversion from USD currency to KGS currency is made at the rate of the Processing Center valid at the time of the final debit/credit. The final debit/credit of the amount is carried out in the KGS currency. 3. In the event of a discrepancy between the exchange rates of the Processing Center at the time of the Card transaction and at the time of the final debit/credit, the amount of the final debit/credit may differ from the amount blocked on the Card Account at the time of the Card transaction.
		Other currencies	<ol style="list-style-type: none"> 1. When performing a Card Transaction, the conversion from the transaction currency into USD currency is made at the rate of the Payment System valid at the time of the Card Transaction. Conversion from USD currency to KGS currency is made at the rate of the Processing Center that is valid at the time of the Card transaction. The blocking of the amount of the Card transaction on the Card account is carried out in the KGS currency. 2. When performing the final debit/credit on an earlier Card transaction, the conversion from USD currency to KGS currency is made at the rate of the Processing Center valid at the time of the final debit/credit. The final debit/credit of the amount is carried out in the KGS currency. 3. In the event of a discrepancy between the exchange rates of the Processing Center at the time of the Card

			transaction and at the time of the final debit/credit, the amount of the final debit/credit may differ from the amount blocked on the Card Account at the time of the Card transaction.
	USD	KGS	<ol style="list-style-type: none"> 1. When performing a Card transaction, the conversion from KGS currency to USD currency is made at the rate of the Processing Center, valid at the time of the Card transaction. The blocking of the amount of the Card transaction on the Card account is performed in USD currency. 2. When performing the final debit/credit on an earlier performed Card transaction, the conversion is made at the rate of the Processing Center, current at the time of the final debit/credit. The final debit/credit of the amount is performed in USD currency. 3. In the event of a discrepancy between the exchange rates of the Processing Center at the time of the Card transaction and at the time of the final debit/credit, the amount of the final debit/credit may differ from the amount blocked on the Card Account at the time of the Card transaction.
		Other currencies	<ol style="list-style-type: none"> 1. When performing a Card Transaction, the conversion from the transaction currency to the USD currency is made at the rate of the Payment System valid at the time of the Card Transaction. The blocking of the amount of the Card transaction on the Card account is performed in USD currency. 2. When performing the final debit/credit on an earlier Card transaction, the conversion is made at the rate of the Payment system that is valid at the time of the Card transaction. The amount of the final debit/credit is equal to the amount blocked on the Card Account at the time of the Card transaction.