

APPROVED  
by the Board Decision of the «KSB CB» CJSC  
Protocol No.8 dated 16 February 2023

**PUBLIC OFFER**

of «KSB Commercial Bank» Closed Joint Stock Company  
(for conclusion of **Bank account general agreement**)

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ c.

**1. General Conditions**

- 1.1. This document is an official offer (public offer) of «KSB Commercial Bank» Closed Joint Stock Company (hereinafter referred to as the Bank) addressed to interested legal entities to conclude in accordance with Article 398 of the Civil Code of the Kyrgyz Republic the General Agreement of bank account, published on the official website of the Bank [www.ksbc.kg](http://www.ksbc.kg), on conditions mentioned below.
- 1.2. The Bank Account General Agreement of «KSB Commercial Bank» Closed Joint Stock Company (hereinafter referred to as the Agreement) shall be concluded under a special procedure: by accepting this offer without signing it by the parties. This offer has legal effect in accordance with Article 402 of the Civil Code of the Kyrgyz Republic and is equivalent to the Agreement signed by the parties. The text of the Agreement is also given in this offer.
- 1.3. Acceptance of this offer, as well as full and unconditional acceptance of the conditions set forth below, is deemed to be signing of the respective paragraph in the application for opening an account with a legal entity. In the event the customer does not agree with any clause of this offer, it is proposed to conclude an Agreement with the Bank in writing.

**2. The subject of the Agreement**

- 2.1. The subject of this Agreement shall be the establishment of relations between the Parties in respect of cash and payment services rendered to the Customer in national and foreign currencies. The Bank shall open bank accounts for the Customer in the currencies specified in the Customer's application, and shall credit monetary funds in the currency of the Kyrgyz Republic and foreign currencies received for the Customer's benefit, execute the Customer's orders to transfer or withdraw monetary funds from the account in accordance with the civil legislation, applicable banking regulations and this Agreement.
- 2.2. The Bank shall carry out account transactions for a fee (commission fee) in accordance with Section 4 of this Agreement.
- 2.3. The force of this Agreement shall apply to transactions made on Customer's settlement (bank) accounts (hereinafter "settlement accounts") in KGS and foreign currencies, opened under the unified customer number \_\_\_\_\_, which serves for the Customer's identification. The performance of operations on time deposits, custody and other accounts (with the exception of overdrafts) shall not be governed by this Agreement.
  - 2.3.1. Relations of the Parties related to granting loans, overdrafts, placement of time deposits and other services of the Bank shall be regulated by separate agreements, rules and provisions of other documents concluded or adopted by the Parties and the current legislation of the Kyrgyz Republic.
- 2.4. Hereinafter the term "settlement account" shall refer both to each individual settlement account opened for the Customer and to all settlement accounts together.

**3. Opening of settlement accounts**

- 3.1. If the Customer presents all the documents required for opening of the settlement account the Bank undertakes to open settlement account(s) in the currencies indicated in the Customer's application. If the Customer fails to submit the relevant documents required to meet the requirements for opening a settlement account, identification and verification of the Customer and the beneficial owner and other due diligence measures of the customer, as well as if the documents submitted are unreliable, the Bank is obliged to refuse to open the account or perform operations on the Customer's settlement account.
- 3.2. If new settlement accounts are opened for the Customer at his/her request during the term of this Agreement, its provisions shall also apply to the newly opened settlement accounts as of their opening.
- 3.3. The Customer shall be informed in writing of the settlement account number upon its opening. The Bank has the right to change the number assigned to the Customer's settlement account if necessary. The Bank shall notify Customer thereof 30 (thirty) calendar days in advance of the proposed date of change.

**PUBLIC OFFER**

of «KSB Commercial Bank» Closed Joint Stock Company  
(for conclusion of Bank account general agreement)

3.4. **The Customer shall specify the code word “ \_\_\_\_\_ ”, which shall be used to identify the Customer when contacting Bank. The Customer, who has specified the code word in the Account Opening Application, hereby authorizes the Bank to provide information on account movements of monetary funds and account balances by telephone to the person who has given the specified code word. The Bank shall not be liable for the Customer’s disclosure of the code word to the third parties.**

#### **4. Settlement account transactions**

- 4.1. The Bank shall perform operations on a settlement account in accordance with the legislation of the Kyrgyz Republic, banking regulations and usual business practice applied in international banking practice.
- 4.2. The Bank may at its own discretion engage other banks and/or financial and credit institutions to carry out transactions on the Customer’s settlement account.
- 4.3. The Bank shall credit the funds in foreign currency received in favor of the Customer no later than the banking day following the day of receipt of the Bank’s settlement account statement from the respective correspondent bank.
- 4.4. In cases where the documents serving as grounds for crediting monetary funds to the Customer’s settlement account contain incomplete, distorted, inaccurate or contradictory information, or such documents are missing, the Bank shall be entitled to withhold the crediting of the received amount to the Customer’s settlement account until receiving a document containing the necessary information. The procedure for investigation by the Bank in such cases is determined by the rules established by the Bank. The Bank shall also be entitled to return the amount to the sender if the document does not contain the information necessary for complete identification/verification of the Customer or if there is incorrect information. The Bank has the right to additionally request from the Customer documents confirming the legality and economic feasibility of the transaction performed on the Customer’s settlement account (including agreements, contracts, invoices, etc.). If the Customer refuses to submit the required documents, the Bank shall refuse to execute the transaction in the settlement account.
- 4.5. All cash and settlement transactions in the Customer’s settlement accounts shall be performed on the basis of the Customer’s written order according to the payment documents of the established form, with obligatory indication of all necessary details. The Customer’s order to the Bank may be given via electronic communication with the use of “Internet/Mobile-Banking”<sup>1</sup> system or other means subject to terms and procedure specified in this Agreement or respective Agreements. The debiting of settlement accounts without the Customer’s order shall be performed in cases stipulated in this Agreement, as well as in cases where such debiting is stipulated by the legislation of the Kyrgyz Republic.
- 4.6. The Bank shall have the right to refuse to execute the Customer’s order if one or more details are missing or illegible or if the order contains the wrong details, if the order is not signed or is signed by a person who is not entitled to manage the settlement account, if the signature or seal imprint of the Customer’s authorized person does not correspond to the samples given in the sample signatures and seal cards submitted to the Bank by the Customer, or if the Customer’s authorized person has no authority to execute such operation according to the documents submitted to the Bank, or the term of Customer’s customer account, in case the settlement account does not hold sufficient funds to pay the bank service commission fee payable before the execution of the Customer’s order, and in cases where the settlement account has been seized by the authorized state authorities. In case a payment document has been accepted for execution and in the process of its execution the fact(s) stated above and constituting grounds for rejection of its execution have been established, the payment document shall be returned to the Customer with a note on the reason for return no later than the banking day following the date of acceptance of this document.
- 4.7. Operations of debiting the monetary funds shall be performed within the balance of the settlement account.
- 4.8. The Bank accepts the Customer’s orders for payments in the currency of the Kyrgyz Republic and foreign currency during the operational hours established by the Bank. Debiting of monetary funds in foreign currency from the Customer’s settlement account is performed on the day of receipt of the Customer’s application to transfer funds. Transfer of funds in foreign currency shall be made by the Bank on the banking day following the day of receipt of the Customer’s application to the Bank, unless the Customer has submitted an application for execution of this payment on the day of submission of the transfer application.  
The Bank shall be deemed to have fulfilled the obligation to transfer the funds if it has performed all the necessary and possible actions to transfer the funds to the beneficiary’s bank.
- 4.9. If one of the grounds for refusal to accept the payment document, provided in Clause 3.6 herein, is discovered from the moment of accepting the payment document by the Bank until the transfer of the monetary funds, the Bank shall credit the debited monetary funds to the Customer’s settlement account and return the payment document to the Customer, stating the reasons for the return.

<sup>1</sup>This condition is valid from the moment the Customer has connected to the “Internet Banking” service.

- 4.10. The Bank shall not be liable for possible delays, losses or other consequences related to the delay or loss of the monetary funds, if they have occurred due to the incorrect specification of the beneficiary's details (including the beneficiary's bank details).
- 4.11. If there are not enough funds in the currency of the Kyrgyz Republic on the Customer's settlement account to pay for all settlement documents, the Bank makes payments in the order established by the legislation of the Kyrgyz Republic.
- 4.12. The Bank shall disburse funds in the amount exceeding the limit set by the Bank or its equivalent in other currencies within the terms specified by the Bank's Tariffs.
- 4.13. The monetary funds shall be written off from a Customer's settlement account without his/her order and consent on the basis of enforcement documents, tax payment orders issued by tax authorities according to the procedure provided for in the Tax Code of the Kyrgyz Republic, at the request of authorized state bodies and other persons to whom such right is provided by the legislation of the Kyrgyz Republic, as well as the amounts erroneously credited to the Customer's settlement accounts, the Bank's commission for bank services provided in accordance with the Bank's Tariffs, monetary funds for compensation of the Bank's expenses incurred in the course of business relations with the Customer, sums for repayment of the granted credit/overdraft on the settlement account and the established interest and penalties, sums for repayment of the Customer's obligations towards the Bank, as well as other sums of money for the Customer's obligations towards the Bank, including those not related to banking services but arising from other legal relations between the Bank and the Customer.
- 4.14. The Bank shall be obliged to refuse to conduct a transaction on a settlement account if the Customer refuses to provide the required documents (documents confirming the legality and economic expediency of the transaction).
- 4.15. The Bank guarantees to the Customer bank secrecy regarding his/her correspondent accounts. Providing information on the Customer's transactions and settlement accounts to third parties, as well as suspending operations on the settlement account (except for cases provided for in this Agreement) shall be performed only in cases and according to the procedure provided for in the legislation of the Kyrgyz Republic.

## **5. Commission fees for settlement account transactions**

- 5.1. The Bank's commission fees for each transaction are set in accordance with the Bank's Tariffs approved by the Bank's Assets and Liabilities Management Committee (ALMC).
- 5.2. Transactions are payable at the tariffs in effect on the date of the transaction, regardless of when the fee (commission fee) is actually charged to the Customer.
- 5.3. The Customer authorizes the Bank to debit the commission amounts from his/her settlement account on a priority non-acceptance basis against the fees for the services rendered.

The Bank has the right to use the monetary funds in any of the Customer's settlement accounts to pay for the Customer's transactions, converting them at the exchange rate of the respective currency set by the Bank at the time of such conversion. For individual transactions, the parties may agree on another method of payment.
- 5.4. The Bank shall be entitled to unilaterally change the Bank's Tariffs, limits and/or terms for any banking operations and transactions with mandatory notification of the Customer by posting them in the Bank's Operations Hall and the Bank's website ([www.ksbc.kg](http://www.ksbc.kg)), not less than 10 (ten) working days prior to their entry into force, provided that these changes do not worsen and/or infringe upon rights and legitimate interests of the Customer.
- 5.5. Bank shall charge interest on the Customer's monetary funds in his/her settlement accounts at 0% (zero) per cent per annum, unless a separate agreement between the Parties provides otherwise.
- 5.6. In cases stipulated by the legislation of the Kyrgyz Republic, the Bank is entitled to withhold (write off) monetary funds on account of the customer's tax obligations - as a tax agent.

## **6. Notice and correspondence**

- 6.1. All correspondence concerning issues arising during settlement accounts transactions shall be maintained by the Parties at each other's postal addresses as specified in the details of this Agreement. The Customer shall immediately notify the Bank in writing of any changes in the postal address.

Unless the Customer has communicated otherwise, his/her address as specified in the details of this Agreement shall be deemed to be the postal address. All information sent to the Customer at the address last known to the Bank shall be deemed to have been duly delivered and received by the Customer.

- 6.2. Customer is obliged to immediately, but not later than within 10 (ten) calendar days after the receipt of the statement, declare all erroneous operations both credit and debit of the settlement account, otherwise he/she shall bear the risk of adverse consequences related to payment of penalties for the use of unreasonably received funds, withdrawal of funds from circulation, etc.

## **PUBLIC OFFER**

of «KSB Commercial Bank» Closed Joint Stock Company  
(for conclusion of Bank account general agreement)

- 6.3. The Customer undertakes to comply with the requirements of the legislation on countering the financing of terrorist activities and money laundering, as well as to provide supporting documents for transactions carried out at Bank's request.
- 6.4. The Customer shall notify the Bank within 3 (three) banking days of any changes (state re-registration, postal and bank details, changes in the heads/officials having the right of first and second signature, address of registration/place of actual residence, loss of seal or checkbook, etc.) in the documents submitted to the Bank for opening settlement accounts, and submit duly certified copies of documents on such changes, as well as to notify of other circumstances relevant to the performance of the parties' obligations under the Agreement.
  - 6.4.1. When the authorized persons of the account and/or seal imprint (if any) are changed, the Customer undertakes to submit to the Bank a new banking sample signatures and seal card.

## **7. Dispute resolution procedure**

- 7.1. Disputes and disagreements that may arise in the performance of the terms and conditions of this Agreement, the Parties shall aim at settling by negotiation.
- 7.2. If a mutually acceptable solution is not reached, the Parties may submit the disputed issue for resolution to the court of the Kyrgyz Republic in the manner prescribed by the legislation of the Kyrgyz Republic.

## **8. Liability of the parties**

- 8.1. For non-fulfillment or improper fulfillment of obligations under this Agreement the Parties shall be liable as provided by this Agreement, and in cases not provided by the Agreement - in the manner prescribed by the legislation of the Kyrgyz Republic.
- 8.2. A Party to the Agreement whose property interests or business reputation are violated as a result of nonperformance or improper performance of obligations under the Agreement by the other Party shall have the right to demand full compensation for the losses incurred by that Party, which are understood as the expenses incurred by the Party whose right was violated to restore its rights and interests (actual losses).
- 8.3. The Customer shall pay to the Bank a penalty amounting to 0.1% per day of the overdue amount in case of delay in payment for the Bank's services, including if the charge cannot be collected due to the lack or insufficiency of funds in the Customer's settlement account.
- 8.4. The Parties shall be released from liability for partial or full failure to perform their obligations if it was caused by force majeure circumstances (force majeure), which none of the Parties could have foreseen or prevented by reasonable actions. Force majeure circumstances include, but are not limited to: emergency situations in the payment system, natural disasters, fire, flood, earthquake, other natural or man-made disasters, epidemics, military actions, riots, imposition of state of emergency, revolutions, mass riots, terrorist acts, civil disturbances, actions of the Government, state authorities, National Bank of the Kyrgyz Republic, regulatory acts that entered into force after the date of this Agreement, a decision by the National Bank of the Kyrgyz Republic and/or public authorities of the Kyrgyz Republic resulting in impossibility for the relevant Party to fulfil its obligations under this Agreement, as well as other circumstances beyond the reasonable control of the Parties, with the occurrence of a force majeure event occurring after the entry into force of this Agreement.
- 8.5. In the event of force majeure circumstances described in clause 7.4 hereof any Party referring to force majeure circumstances shall notify the other Party in writing no later than 10 (ten) days from the date of occurrence of such circumstances. The Party referring to force majeure circumstances shall be obliged to provide a document from a competent public authority to confirm them.

## **9. Protection of the parties' interests**

- 9.1. On all the issues not settled by the terms of this Agreement but directly or indirectly arising from the relations of the Parties hereunder, affecting property interests and business reputation of the Parties to the Agreement, the latter shall be governed by the norms and provisions of the legislation of the Kyrgyz Republic.
- 9.2. If for any reason this Agreement becomes invalid in whole or in part, or if there are no relevant provisions in this Agreement, the provisions of the Bank's internal regulations (both existing and those to be adopted in the future) regarding the relevant operations shall apply. In the absence of the relevant provisions, internal rules, the provisions of the legislation of the Kyrgyz Republic governing banking operations, as well as accepted by the international community banking practices and customs of business practice shall apply.

## **10. Term and termination of the Agreement**

- 10.1. This Agreement is concluded for an indefinite term and shall come into force as of the moment of signing thereof and shall remain in force until termination and closure of the settlement account. Conditions of the present Agreement shall be valid for all bank accounts opened by the Customer in the Bank.

### **PUBLIC OFFER**

of «KSB Commercial Bank» Closed Joint Stock Company  
(for conclusion of Bank account general agreement)

- 10.2. This Agreement may be terminated by agreement of the Parties.
- 10.3. The Customer has the right to cancel the Agreement or close one or more settlement accounts at any time. Closing of one or more settlement accounts by the Customer, if at least one settlement account remains open, shall not result in termination of this Agreement.
- 10.4. The Bank shall have the right to close in unilateral manner the Customer's settlement account by notifying the Customer thereof in writing one month prior to closing the settlement account(s) in the following cases:
- In case of absence of monetary funds and operations on the Customer's settlement account within 1 (one) year;
  - In the event of an essential and/or repeated breach by the Customer of the terms and conditions of this Agreement.
- 10.5. The Bank shall have the right to close in unilateral manner the Customer's settlement account in the following cases:
- The Customer has not submitted the relevant documents required to fulfil the requirements for the identification/verification of the Customer and the beneficial owner as well as other measures of due diligence of the Customer or to carry out operations on the settlement account(s);
  - The Customer has not submitted the relevant documents required for the settlement account transactions, confirming the economic feasibility of the transaction and the validity of the customer's real economic activity;
  - The Customer has submitted inaccurate (forged, falsified, etc. documents) or invalid documents.
- 10.6. Upon closing the bank account, the Bank shall not return the documents submitted by the Customer during the opening and management of the bank account.
- 10.7. The Bank may terminate in unilateral manner the Agreement also in other cases provided by this Agreement or the legislation of the Kyrgyz Republic.
- 10.8. In the event of termination of this Agreement, the balance of monetary funds shall be issued to the Customer in cash or upon the Customer's written instruction, transferred to another bank account within 5 (Five) business days from the date of closing of the bank account according to the details specified by the Customer. The Bank shall notify the Customer at the last known address about necessity to receive the balance of the monetary funds. Termination of the Agreement shall not constitute grounds for repudiation of the obligations outstanding under the Agreement. The Agreement shall be deemed terminated when all mutual settlements between the Parties have been completed.

## **11. Final provisions**

- 11.1. By signing the Agreement, the Customer expresses his/her consent to the actions of the Bank under this Agreement and confirms that he/she has fully read the terms of the Agreement.
- 11.2. The Customer hereby unconditionally consents to the provision to counterparties, partners and other service providers of the Bank, of information about the Customer necessary for the performance of the Customer's banking operations.
- 11.3. The Customer hereby unconditionally consents to the provision by the Bank to the relevant authorities of the Kyrgyz Republic and/or the United States of America (Internal Revenue Service) of information under the Foreign Account Tax Compliance Act (FATCA) and/or the intergovernmental (interstate) agreement between the Kyrgyz Republic and the United States of America.
- 11.4. Any amendments and additions to the Agreement shall be executed in the form of Additional Agreements, which are an integral part of this Agreement. The Supplementary Agreements shall be concluded in the same form as the Agreement and shall be binding upon the parties from the moment of their signing in writing, except in cases where the Bank has the right to amend or supplement the Agreement without the consent of the Customer due to legislative or legal acts or the terms of this Agreement.
- 11.5. This Agreement has been drawn up in Russian and/or Kyrgyz and/or English in two originals of equal legal force, one for each party. In the event of a conflict between the Russian, Kyrgyz and English versions of the agreement, the Russian version shall prevail.
- 11.6. The law (legislation) applicable to this Agreement is the law of the Kyrgyz Republic. In all other matters that are not reflected in this Agreement, the Parties shall also be guided by the laws of the Kyrgyz Republic, banking rules and customs of business practice used in international banking practice.

## **PUBLIC OFFER**

of «KSB Commercial Bank» Closed Joint Stock Company  
(for conclusion of Bank account general agreement)