



## PUBLIC OFFER

### For the Personal Banking Agreement conclusion with Mbank OJSC

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

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

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

The bank is a distance/remote service provider.

## 1. TERMS AND DEFINITIONS

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

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

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

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

**The savings certificate** is a security that certifies the fact of depositing funds into the bank as a contribution and grants the depositor the right to receive, upon the expiration of the established term, the principal amount and interest at any branch of the bank. The holder of the savings certificate may only be an individual.

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

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

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

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

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

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

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

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

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

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

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

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

**Mbonus Loyalty Program** - a loyalty program built on the system of accumulation and use based on special Bonus software, aimed at stimulating the Members' activity on the use of Bank products and services, increasing the volume of Members' transactions through to the use of Mobile Application or Bank Cards, and purchasing the goods of involved companies. The Bank implements and manages the Program.

An **additional card** shall be an additional card if the bank account holder authorizes a trusted person to carry out his/her bank account transactions within the amounts and on terms and conditions established in the agreement between the issuer and the bank account holder. At that, the bank shall keep records of funds flow on the main and additional cards separately for each card.

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

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

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

- opening and managing one or more accounts/card accounts;
- issuing and maintaining payment cards and/or without the use of a bank card (hereinafter referred to as the card);
- home banking and payment services (Mbank);

- offering loan products and other services for the Customer's managing his/her accounts; - participation in the Mbonus Loyalty Program.

## **2. GENERAL PROVISIONS**

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

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

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

2.4. The Bank is a member of the deposit protection system, and the account funds are subject to the protection of individuals' deposits according to the Law of the Kyrgyz Republic "On Protection of Bank Deposits." According to the above-mentioned Law, the Bank guarantees payment of a compensation to the Client (depositor) by the Deposit Protection Agency of the Kyrgyz Republic in the manner, amount, and on the terms stipulated by the Law.

2.5. Unless otherwise stipulated by the above-mentioned law, the following deposits of individuals are not subject to compensation according to the requirements of the above-mentioned law:

- 1) Deposits of persons related to the bank, the microfinance company, and the housing and savings credit company;
- 2) Deposits of persons who were foreign consultants or external auditors of a bank, microfinance company, housing, and savings credit company during the last three years;
- 3) Deposits of persons placed by order (power of attorney) of a legal entity;
- 4) The deposits under limitations or attached in accordance with the Laws of the Kyrgyz Republic On Banks and Banking Activities, On Microfinance Organizations in the Kyrgyz Republic and legislation in the field of regulation of housing, savings and loan companies;
- 5) deposits in branches of a resident bank and branches of a resident microfinance company located outside the Kyrgyz Republic.

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

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

- the personal data owner's agreeing to sign a statement of consent/withdrawal of consent to collection and processing of his/her personal data in the Social Fund (Appendix 2);
- the personal data owner's agreeing to sign a standard statement of consent to collection and processing of his/her personal data in the State Registration Service (Appendix 3);
- consent to verification and transfer of credit status information to Ishenim Credit Bureau CJSC (Appendix 4);
- the personal data owner's agreeing to sign a standard statement of consent to the collection and processing of his/her personal data in the State Tax Service under the Ministry of Economy and Finance of the Kyrgyz Republic (Appendix 5).
- consent with the Rules of participation in the Mbonus Loyalty Program (Appendix No.9)
- consent to sign the standard form of the subject's agreement for the collection, processing, and crossborder transfer of their personal data (Annex No. 10).

2.8. The Customer's personal data shall be processed with no time limits, in any legal way, including in personal information management systems with or without the use of automation means.

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

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

- 3.1. provide the Bank with any and all documents required for an account opening in compliance with the Legislation of the Kyrgyz Republic;
- 3.2. use an account / a card account for payments and settlements, as well as for keeping and accumulating monetary funds not related to business and/or other similar activities;
- 3.3. When performing transactions on the account, provide the Bank with payment documents executed in compliance with the requirements stipulated by the Legislation;
- 3.4. pay for the services according to the Bank's Tariffs and follow the changes in the terms of the Agreement, Rules, and the Bank's Tariffs published on the Bank's website at: [www.mbank.kg](http://www.mbank.kg);
- 3.5. to grant the Bank the right to carry out direct debiting of the Customer's account/card account for payment for services, as well as to write off funds erroneously credited by the Bank and third parties or under other obligations stipulated in the contracts and agreements between the Parties. In case of cash withdrawal or transfer to a third-party account of erroneously credited funds, reimburse them to the Bank within 3 (three) calendar days from the receipt of notice from the Bank (in writing or electronically).
- 3.6. entitle the Bank to directly debit funds from the card account to the Customer's account in the amount specified in the application for a swift payment, including a relevant fee, followed by sending a swift payment from the Customer's account.
- 3.7. entitle the Bank to directly debit funds from the card account in a currency other than the account currency, and convert the transaction amount into the account currency at the Bank's exchange rate as of the date of the transaction to send a swift payment.
- 3.8. provide, at the request of the Bank, within three (3) business days, any requested information, as well as documents relating to the Customer's activities and the banking transactions he/she performs;
- 3.9. notify the Bank of any changes to personal data (surname, first name, patronymic, address, telephone numbers, email address, etc.) in writing, accompanied by a document confirming the changes in personal data (certificate of surname, first name, patronymic change, marriage registration/dissolution certificate, adoption certificate, etc.). Failure to do so may result in the Bank's right to refuse the customer to conduct an account transaction. Additionally, all correspondence sent by the Bank to the last known address of the Customer shall be deemed duly received;
- 3.10. if the Customer is a US tax resident, notify the Bank in writing about this fact, entitling the Bank to transfer information about the Customer to the US tax authorities;
- 3.11. Identification of US tax residents requires meeting one or more of the following criteria:
  - 3.11.1. An individual is a US citizen;
  - 3.11.2. An individual has a permanent residence permit in the United States (a permanent resident card (Form I-551 ("Green Card")));
  - 3.11.3. An individual, regardless of citizenship, meets the criteria for "Long-term stay in the United States", namely: an individual is recognized as a tax resident of the United States if he/she was in the territory of the United States for at least 31 days during the current calendar year and at least 183 days within 3 years, including the current year and two immediately preceding years:
  - 3.11.4. An individual was born in the territory of the United States;
  - 3.11.5. An individual has an address/ mailing address in the territory of the United States;
  - 3.11.6. Individuals with a US phone number (phone number + 1).
- 3.12. inform the Bank (by phone, letter, etc. in an accessible way) within one (1) business day when performing large-value cash expenditure transactions via the account/card account in the Bank's branches.

- 3.13. comply with the requirements the Legislation of the Kyrgyz Republic on combating the financing of terrorism and the legalization of criminal proceeds (money laundering).
- 3.14. maintain the confidentiality of their banking details and access credentials for remote banking services;
- 3.15. not transfer, sell, gift, or otherwise provide banking payment cards to third parties, including the physical card and/or card data (card number, expiration date, CVV/CVC code, etc.);
- 3.16. not disclose or share login credentials, passwords, SMS codes, biometric data, or any other authentication means used to access mobile banking, online banking, or other remote services of the Bank with third parties;
- 3.17. not register or use the Bank's products and remote services on behalf of or in the interest of third parties.
- 3.18. Upon receiving a notification from the Bank regarding suspicious/fraudulent/unauthorized debits via available communication channels (PUSH notification, SMS, email, messengers, letter), the Client shall, within five (5) calendar days, contact any branch, subdivision and/or the Contact Center of the Bank and provide supporting documents confirming the legitimacy of the transaction (source of funds). Notification via a specific communication channel is not mandatory, and failure to receive such a notification does not release the Client from the obligation to pay penalties/fines to the Bank.
- 3.19. Grant the Bank the right to debit funds without acceptance (penalty/fine) in the amount of 15% of the account balances, but not less than 25,000 (twenty-five thousand) soms, from the Client's account/card account in the event the Bank receives negative information during internal verification that the operations do not correspond to the account purpose at the time of opening or are of a fraudulent/unauthorized nature. If the total balance on the Client's account(s) is less than 25,000 (twenty-five thousand) soms, the penalty/fine shall be debited by the Bank in the amount of the available balance as of the date of the debit.
- 3.20. The Client confirms that when switching from the Mbank mobile application to Mbusiness, they have read and fully accepted all the terms of the public offer for concluding the Comprehensive Banking Service Agreement for legal entities/individual entrepreneurs with OJSC "MBank", undertake to comply with them, and agree that all subsequent amendments and additions to the said offer are published on the Bank's official website [www.mbank.kg](http://www.mbank.kg) and must be reviewed by the Client independently.

**The Customer is entitled to:**

- 3.21 independently manage the funds in the account/card account and use the bankcard according to the terms of this Agreement, the Rules, and the Bank's Tariffs, except as otherwise provided by the Legislation;
- 3.22. receive a bank card with a personal PIN code, as well as additional cards belonging to the same card account with the same cash balances;
- 3.23. deposit funds into the account/card account in cash or non-cash settlements;
- 3.24. independently restrict the funds withdrawing from the card account by setting individual limits. Setting/changing individual limits shall be carried out based on a written application of the Customer;
- 3.25. define a code word by contacting the Bank's subdivision, with the presentation of the Customer's identity document and a relevant written application;
- 3.26. obtain an account / a card account statement for the required period according to the Bank's Tariffs;
- 3.27. in case of loss or damage to the card, apply to the Bank to receive a new card after paying the relevant fees specified by the current Tariffs of the Bank;
- 3.28. terminate the Agreement unilaterally by sending a prior written notice to the Bank and submitting an application for closing the account/card account no later than ten (10) business days before such termination and return the card to the Bank;
- 3.29. open a restricted account, within the restrictions and limits as specified by the Procedure for remote identification and verification (Appendix 1).
- 3.30. send instructions to the Bank for managing the account, make inquiries and obtain any relevant information about the status of the account.

- 3.31. the Customer shall have the right to instruct the Bank to write off funds from the account at the request of third parties if there are documents that allow them to be identified and confirm their authority, including those related to the Customer's performing his obligations to these third parties. The Bank shall accept these instructions provided that they contain the written data, as required by the Bank.
- 3.32. Dispose of the account during the opening hours of the Bank.
- 3.33. To use the Promotion under the Mbonus Loyalty Program only if to use the MBANK Mobile 3.26. Application and to have a Bank Card and/or Payment Account.
- 3.34. To terminate his participation in the Loyalty Program by sending a written notice to the Bank to disable the Program.
- 3.35. Open an additional card and account under the MBANK Junior product.

**The Bank is obliged to:**

- 3.36. provide banking services according to the Legislation of the Kyrgyz Republic, the terms of the Agreement, the Rules, and the Bank's Tariffs;
- 3.37. block the card upon the Customer's presenting his/her identity document or giving a code word (including by phone or other official communication channels);
- 3.38. credit the received funds into the Customer's account/card account no later than one business day following the date when the Bank receives a relevant payment document;
- 3.39. inform the Customer about any changes in the interest scheme and interest rates, the cost of services, and conditions for the provision of the services, within the time limits and on the conditions as specified in clause hereof;
- 3.40. provide the Customer with the opportunity to use the balance of funds in the account/card account;
- 3.41. Emboss the name of the additional cardholder on the additional card under the MBANK Junior product.
- 3.42. Notify the Client in the event of detection of suspicious/fraudulent/unauthorized operations via available communication channels (PUSH notification, SMS, email, messengers, letter) regarding the blocking of the account in the "MBANK" system and the requirement to visit a Bank branch and provide documents confirming the source of funds. Notification via a specific communication channel is not mandatory, and failure to receive such a notification does not release the Client from the obligation to pay penalties/fines to the Bank.

**The Bank is entitled to:**

- 3.43. unilaterally change or supplement the terms of the Agreement, Rules, and Tariffs, subject to notifying the Customer about the changes by announcements at the information points of the Bank and by publications on the Bank's website at: [www.mbank.kg](http://www.mbank.kg) no less than ten (10) business days before the date such changes become effective.
- 3.44. request from the Customer to submit documents proving the funds' origin within 3 business days.
- 3.45. Request from the Customer information and documents related to the Customer's activities and banking transactions carried out by him according to the legislation of the Kyrgyz Republic regulating the issues of anti-money laundering and combating the financing of terrorism, as well as information and documents requested by correspondent banks according to international requirements;
- 3.46. unilaterally: refuse to render cash payment services to the Customer in case the latter refuses to provide data to the US tax authorities, according to the FATCA law; close the Customer's account within seven (7) days from the date of the Bank's refusal to provide data to the US tax authorities, according to the FATCA law; close the Customer's account in case of providing deliberately false information.
- 3.47. without prior notice, suspend the account/card account banking transactions and/or unilaterally terminate the Agreement by giving 10 (ten) banking days prior notice by any available means of communication, in case of providing false information, failure to provide documents required for meeting

the requirements of account opening and carrying out account transactions, Customer identification and identification of the beneficial owner, presence of information about Customer's involvement in terrorist activities and money laundering, presence of information about the Customer in the international sanctions lists, as well as in case of any violations of the terms and conditions of the Agreement.

3.48. refuse to perform banking transactions on the Account if there are any facts indicating the Customer's violating the Legislation of the Kyrgyz Republic and the terms of this Agreement;

3.49. block the card with further destruction, if the Customer fails to take the issued card within twelve (12) calendar months;

3.50. in case of no login to the "MBANK" mobile application for more than six months, the system automatically deletes the customer's attribute (MBANK number) from the "MBANK" system, while the customer's accounts remain unchanged.

3.51. unilaterally close the account, in case of no flows in the account and/or transactions under the Customer's orders within twelve (12) months;

3.52. carry out direct debiting all accounts/card accounts of the Customer opened with the Bank for payment for the Bank's services, to write off funds erroneously credited by the Bank, third parties, under other obligations stipulated in the contracts and agreements between the Parties, in cases prescribed by the Legislation or caused by other circumstances beyond the reasonable control of the Parties that prevent the Parties to perform their obligations under this Contract, as well as technical failures and operational risks of the Banks and its counterparties. In case of an erroneous transfer of funds by the Bank, to block all accounts/card accounts of the Customer opened with the Bank for 10 (ten) calendar days. To send to the Customer within 2 (two) business days notice on repayment of the funds erroneously credited by the Bank and to the Customer's compensation to the Bank within 3 (three) calendar days from receipt of the notice from the Bank (in writing or another form stipulated by law). The Bank reserves the right to apply to law enforcement and/or judicial authorities in case of non-return of these funds.

3.53. directly debit funds from the card account to the Customer's account in the amount specified in the application for a swift payment, including a relevant fee, followed by sending a swift payment from the Customer's account.

3.54. directly debit funds from the card account in a currency other than the account currency, and convert the transaction amount into the account currency at the Bank's exchange rate as of the date of the transaction to send a swift payment.

3.55. if the client does not have an account in the required foreign currency to send a swift payment initiated by the client through the MBANK mobile application, the Bank has the right to open an account for the client in the required foreign currency unilaterally.

3.56. if the non-resident individual customer's account/card account balance in foreign currencies – US dollars, Euro, and Russian roubles – in the aggregate of currencies exceeds 20 000 (twenty thousand) US dollars and the equivalent in Euro and Russian roubles, the Bank shall be entitled to open a fixed-term deposit for the customer for 12 months at 0.01% per annum and make the acceptance-free transfer of funds from all accounts/card accounts to the customer's fixed term deposit according to the limits specified in the Bank's tariffs posted on the Bank's website [www.mbank.kg](http://www.mbank.kg).

3.57. if suspicious transactions are discovered or there is any information about fraudulent transactions via the account/card account, temporarily suspend the account/ card account flows until the circumstances of the transactions performed are clarified;

3.58. when withdrawing funds through the Bank's cash terminal, request the Customer to present his/her identity document;

3.59. in case of rude/unacceptable treatment of the Bank's employees, if evidenced, initiate termination of the Agreement by notifying the Customer in writing;

3.60. make amendments to the Agreement in connection with any changes made to the regulatory documents of the Bank and the current Legislation of the Kyrgyz Republic;

- 3.61. request and obtain any information about the Customer under the Agreement, from any legally functioning authorities, as specified in clause 2.5. hereof.
- 3.62. A minimum amount of monetary funds (minimum balance) shall be set on the account, which cannot be spent (used) by the Client during the entire term of the Agreement. In this case, the minimum balance shall be returned to the Client after the account is closed. The minimum balance amount is stipulated by the Bank's Tariffs. Posted on the Bank's website: [www.mbank.kg](http://www.mbank.kg).
- 3.63. in case of incoming payments in a foreign currency received on a half-holiday, crediting of funds in the foreign currency received for the Customer shall be carried out on the first business day of the correspondent bank after the holiday.
- 3.64. Decline the cancellation of incoming payments "MBANK replenishment" and outgoing transfers by phone number to MBANK.
- 3.65. Emboss on the additional card of the additional card holder on the grounds of the Client's Application under the MBANK Junior product.
- 3.66. In case of detection of suspicious/fraudulent/unauthorized operations or signs of transfers/payments that do not correspond to the declared purpose of the account at the time of its opening, block the Client's account in the "MBANK" system, as well as the Client's accounts and cards.
- 3.67. In case of non-provision, improper provision, or failure to respond by the Client within the period specified in Clause 3.18 of this Offer, the Bank shall have the right to debit from all of the Client's accounts and card accounts the penalty/fine specified in Clause 3.19 of this Offer.

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

- 4.1. The Customer shall bear liability according to the Legislation of the Kyrgyz Republic and these terms and conditions of the Agreement for failure to submit any documents required to open a card account, to identify the Customer properly, and to carry out transactions via the account/card account and other banking services.
- 4.2. The Customer shall be liable for the transfer of the card to any unauthorized parties or providing them with access to it, as well as for disclosure of any information (the PIN code, code word, etc.) necessary for managing the card account and carrying out transactions via the card.
- 4.3. The Customer shall agree to record telephone conversations between the Contact Center and the Customer. This audio recording shall confirm the fact of the Customer's request.
- 4.4. The Customer shall agree that the cardholder will bear any possible financial risks associated with unauthorized use of the cards when paying via the Internet. At the same time, he/she shall have no claims against the Bank.
- 4.5. The Customer shall bear personal liability for any transactions performed with the use of a payment card when making purchases, payments, cash withdrawals, and other transactions via a bank card.
- 4.6. The Bank shall not be responsible for the Customer's transferring the card to any unauthorized parties or providing them with unauthorized access to it, as well as for disclosure of any information (the PIN code, PAN, CVV / CVC code, code word, card validity period, etc.) necessary for the card account management and performance of transactions via the card, including transactions for ordering/purchasing goods and services on the Internet by inserting individual details of the bankcards in electronic form.
- 4.7. The Bank shall not be liable in cases where payment delays have occurred by fault of a correspondent bank and/or by fault of the Customer who indicated wrong details.
- 4.8. The Bank shall not be responsible for losses and damages caused to the Customer by any actions of government and other authorities as a result of a seizure or other restriction on the disposal of the Customer's funds.
- 4.9. The Customer's ignorance about making changes and additions to the current Tariffs, the procedure for servicing (including the procedure for accepting and checking settlement (payment) documents), when the Customer did not read the information published on the Bank's website:

www.mbank.kg, specified in clause 3.4. of this Agreement, does not release the Customer from the liability arising as a result of nonperformance or improper performance of obligations to pay the amounts due according to the Tariffs of the Bank, being effective at the date of transaction.

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

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

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

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

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

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

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

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

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

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

4.20. The Client shall be personally liable for transactions made using an additional payment card when making purchases, payments, cash withdrawals, and other transactions carried out through the bank card.

4.21. Any actions performed using the data specified in Clauses 3.14.,3.15.,3.16.,3.17. shall be deemed to have been performed personally by the Client, and the Bank shall not be liable for any losses resulting from the breach of this condition.

Improper fulfillment of Clauses 3.14.,3.15.,3.16.,3.17. of this public offer may be regarded as complicity in unlawful activities, including fraud, money laundering, and terrorist financing, and may result in criminal liability.

If it is determined that access has been granted to third parties, the Bank reserves the right to:

- block remote service channels, bank cards, and/or accounts;
- terminate the Client's service unilaterally;
- report the violation to competent government authorities, including law enforcement agencies;
- apply other measures in accordance with the legislation of the Kyrgyz Republic and the Bank's internal procedures.

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

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

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

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

5.4. The fact of issuance of a bank payment card to the Client may be confirmed either by the Client's handwritten signature on a paper document or by electronic confirmation generated using the Bank's remote services, including but not limited to a simple electronic signature and push notifications.

5.5. When signing the electronic card acceptance and transfer act using a simple electronic signature, the Bank identifies the person on whose behalf the electronic document is signed and records the date, time, and confirmation channel.

5.6. By accepting the terms of this Offer, the Client agrees to the use of the specified methods for confirming receipt of the bank payment card, as well as to the storage and processing of information regarding the card issuance in the Bank's information systems.

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

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

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

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

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

7.2. The Agreement may be terminated:

- The Customer - by written notification of the Bank in the form of an application for closing a card account or online application via MBANK mobile application;
- by the Bank - if the Customer fails to fulfill the terms of the Agreement; ➤ by the Bank - if there is no account activity for more than 12 months.

## **8. SETTLEMENT OF DISPUTES**

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

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

## **9. FORCE-MAJEURE**

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

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

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

## **10. FINAL PROVISIONS**

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

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

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

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

10.5. The Client confirms under this Contract that he has read and agrees with the Rules for participation in the Mbonus Loyalty Program (Appendix No. 9).

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

10.7. By accepting this Offer, the Client confirms his/her consent to automatic participation in the Bank's marketing activities, including promotions, incentive programs, and other (activities) conducted in accordance with the legislation of the Kyrgyz Republic. By participating in promotions, incentive programs, and other programs, the Client automatically agrees to the terms of participation. The terms of participation, rules, changes and additions are posted in the relevant documents on the Bank's official website ([www.mbank.kg](http://www.mbank.kg)), and the Client undertakes to familiarize himself with them. In case of disagreement with participation in a specific promotion, the Client has the right to send a written refusal to the Bank.

## **11. BANK DETAILS**

**Mbank OJSC**

Address: Gorky 1/2 St., Bishkek city

ZIP code: C0082

TIN: 02712199110068

OKPO code: 20137117

BIC: 103001

**AGREEMENT FOR OPENING A TERM DEPOSIT "TERM-ONLINE" / "TERM"**

**To the On-Demand Card Account Agreement for Individuals via the MBANK service / through the Bank's branch**

**1. TERMS AND CONDITIONS OF DEPOSIT:**

- 1.1. The Bank shall open a term deposit account for the Client under the «Term-Online»/«Term» plan (hereinafter referred to as the Deposit or bank deposit), in addition to a demand card account.
- 1.2. The Deposit shall be opened remotely via the MBANK service, based on the Client's electronic request to open the Deposit, submitted through the MBANK service using the Client's identification and authentication methods specified in the Agreement, or by visiting a Bank branch.
- 1.3. The Bank shall service the Deposit Account according to the Legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the terms and conditions of the Deposit, and the Bank's tariffs posted on the Bank's website: [www.mbank.kg](http://www.mbank.kg).
- 1.4. Based on the electronic/written order to open the Deposit, the Bank undertakes to open a term deposit account for the Client, accept funds from the Client (the Deposit), return the Deposit amount, and pay interest in accordance with the provisions of this Agreement and the corresponding Application.
- 1.5. The confirmation of the placement of funds into the deposit under the agreed terms is the Client's order to open the Deposit via the MBANK mobile application. In this case, the Client agrees and confirms that they have entered into a term deposit agreement with the Bank, which is equivalent to a written contract.
- 1.6. The minimum amount to open a Deposit Account in the national currency is 1,000 (One thousand) KGS, in US dollars – 100 (one hundred) US dollars, in Russian rubles – 1 000 (one thousand) rubles, in euros – 100 (one hundred) euros.
- 1.7. The Client shall independently deposit funds into the deposit account or may instruct the Bank via the MBANK mobile application to transfer funds from their account/card account to the deposit account no later than one business day after the account is opened.
- 1.8. The Customer shall not be entitled to deposit, withdraw or transfer funds using the Deposit Account.
- 1.9. The Bank shall accrue interest on the Deposit account according to the applicable interest rates for the «Term-Online» / «Term» deposit scheme at the time of the account opening (information on interest rates can be found at <https://mbank.kg/deposits/srochnyj-fiz> and <https://mbank.kg/deposits/srochnyi-onlajn> ). When opening an account at the Bank's branches, this information can be printed if necessary or upon the Client's request. The interest rate on the deposit shall remain unchanged until the maturity of the Deposit.
- 1.10. Interest on the Deposit shall be accrued from the day following the day the monetary funds are credited to the deposit account until the day the monetary funds are repaid to the Customer.
- 1.11. Interest on the Deposit amount shall be accrued on the last business day of the month. Interest on the Deposit amount shall not be accrued on the day of depositing monetary funds and on the day of closing the Deposit.

- 1.12. The calculation base for interest calculation is the actual number of calendar days of the Deposit in the custody of the Bank, and the number of days in a year is the number of calendar days equal to 365 (366 – in a leap year).
- 1.13. Payout of the accrued interest on the Deposit shall be made on the last business day of the month and shall be transferred to the demand card account.
- 1.14. The maximum term of the Deposit in KGS is 36 months, and in Russian rubles, US dollars and euros is 24 months, with the possibility of early termination of the Agreement.
- 1.15. At the end of the Deposit period, the Deposit amount shall be transferred to the demand card account and will be effective on the terms and conditions of the demand deposit.
- 1.16. If the Deposit repayment date falls on a non-business banking day, the Deposit amount and the interest accrued thereon shall be transferred on the business day following this date.
- 1.17. In case of early termination of the Agreement on the Customer's initiative, the Deposit shall be repaid at the tariffs of the demand account, the interest previously paid out to the Customer shall be recalculated, and the difference shall be withheld from the Deposit amount at its repayment.
- 1.18. The Agreement shall enter into force from the moment the Customer deposits funds into the Deposit Account and shall terminate upon full performance by the Parties of their obligations under the Agreement.
- 1.19. 2.19. The deposit made within the framework of this Agreement shall be insured in the manner, amount, and according to the terms and conditions stipulated by the legislation of the Kyrgyz Republic.
- 1.20. At the Client's request during the online opening of the deposit, the Client may receive a printed copy of the «savings certificate» confirming the opening and contribution of the deposit at any Bank branch.
- 1.21. Upon the maturity of the deposit, the savings certificate will become invalid
- 1.22. The Agreement may be terminated:
  - The Customer - by written notification of the Bank in the form of an application for closing a card account or online application via MBANK mobile application;
  - by the Bank - if the Customer fails to fulfill the terms of the Agreement;
- 1.23. All other essential terms and conditions of opening a fixed-term deposit account shall be specified in the customer's respective application.

**AGREEMENT TO OPEN A TERM DEPOSIT "NAKOKITELNY"  
to the Agreement on the demand card account of an individual through the MBANK service**

**1. DEPOSIT TERMS:**

- 1.1. The Bank issues the Client a term deposit "Nakopitelny" (hereinafter referred to as the Deposit, Deposit Account or bank deposit) in addition to the demand card account.
- 1.2. The Bank services the Deposit Account in accordance with the legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the Deposit terms and the Bank's tariffs posted on the Bank's website: [www.mbank.kg](http://www.mbank.kg).
- 1.3. The minimum amount for opening a Deposit Account in the national currency is 1,000 (one thousand) som, in US dollars - 100 (one hundred) US dollars, in Russian rubles - 1,000 (one thousand) rubles, in euros - 100 (one hundred) euros.
- 1.4. The maximum deposit amount in the national currency is 50,000,000 (fifty million) som, in US dollars - 550,000 (five hundred fifty thousand) US dollars, in Russian rubles - 50,000,000 (fifty million) rubles, in euros - 500,000 (five hundred thousand) euros.
- 1.5. The Deposit is opened remotely through the MBANK service, based on an electronic order to open the Client's Deposit, issued through the MBANK service using the Client's identification and authentication means specified in the Agreement.
- 1.6. The Client has the right to replenish the deposit account during the period provided by the Bank, posted on the Bank's website: [www.mbank.kg](http://www.mbank.kg), but without the right to withdraw or transfer funds.
- 1.7. The Bank accrues interest on the Deposit Account in accordance with the current interest rates (Interest scheme of the "Savings" deposit) at the time of opening the deposit account (<https://mbank.kg/en/deposits/nakopitelniy>). The interest rate on the deposit remains unchanged until the end of the Deposit term.
- 1.8. Interest on the Deposit is accrued daily for each additional contribution and depends on the period of time the amount is in the Client's Deposit.
- 1.9. Interest on the Deposit amount is accrued from the day following the day of its receipt by the Bank until the day the funds are returned to the Depositor.
- 1.10. The calculation base for calculating interest is the actual number of calendar days the Deposit is kept in the Bank, and the number of days in a year is the number of calendar days equal to 365 (366 in a leap year).
- 1.11. In case of choosing the condition without capitalization of accrued interest, the payment of interest on The Deposit is made on the last business day of the month and transferred to the demand card account.
- 1.12. In case of choosing the condition with capitalization of accrued interest, the accrued interest on the Deposit is made on the last business day of the month and is added to the principal amount of the deposit and credited to the deposit account.
- 1.13. The maximum Deposit term is 12 months, with the possibility of early termination of the Agreement.
- 1.14. Upon expiration of the Deposit term, the Deposit amount is transferred to the demand card account and will be valid under the terms of the demand deposit.
- 1.15. If the date of return of the Deposit falls on a non-working banking day, the transfer of the Deposit amount and the interest accrued on it is made on the business day following this date.
- 1.16. Partial withdrawal of the Deposit amount is not made.
- 1.17. In case of early termination of the Agreement at the initiative of the Client, the Deposit is paid at the rates of the demand account, and the interest previously paid to the Client is subject to recalculation and deduction of the difference from the Deposit amount when it is issued.

- 1.18. The Agreement shall enter into force from the moment the Client deposits funds into the Deposit account and shall terminate after the Parties have fully fulfilled their obligations under the Agreement.
- 1.19. The Bank guarantees the secrecy of the bank Deposit in accordance with the Law.
- 1.20. The Deposit made under this Agreement is insured in the manner, amounts and on the terms established by the legislation of the Kyrgyz Republic.
- 1.21. At the request of the Client, when opening a Deposit online, the Client can receive a printed copy of the "savings certificate" confirming the opening and making of the deposit at any branch of the Bank.
- 1.22. Upon expiration of the Deposit term, the savings certificate will be considered invalid.
- 1.23. The Agreement may be terminated:
  - By the Client - by written notice to the Bank in the form of an application to close the card account or by an online application using the MBANK mobile application;
  - By the Bank - if the Client fails to comply with the terms of the Agreement.
- 1.24. All other material terms and conditions for opening a Deposit account are specified in the relevant application by the Client.

## **2. BANK DETAILS**

### **Mbank OJSC**

Address: Gorky 1/2 St., Bishkek city

ZIP code: C0082

TIN: 02712199110068

OKPO: 20137117

BIC: 103001

**AGREEMENT ON OPENING OF AN MURAS TERM DEPOSIT  
to a Demand Card Account Agreement for an individual through the service of MBANK/Bank  
branch**

**1. TERMS OF THE DEPOSIT:**

- 1.1. The Bank issues the Client a term deposit "**Muras**" in national currency (hereinafter referred to as the Deposit), which is opened from a demand card account.
- 1.2. The Bank shall maintain the Deposit Account in compliance with the legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), terms of the Deposit and rates of the Bank, published on the Bank's website: [www.mbank.kg](http://www.mbank.kg).
- 1.3. The minimum amount for opening a Deposit Account in the national currency shall be KGS 1,000 (one thousand soms), the maximum amount shall be KGS 50,000,000 (fifty million soms).
- 1.4. A Deposit shall be opened for individuals aged 55 years and older online through the MBANK service, pursuant to the Client's electronic order to open a Deposit, using the means of the Client's identification and authentication, as determined by the Agreement, or when applying to a Bank branch. At the same time, a person who has not reached the age of 55 can open a Deposit upon presentation of a pension certificate at the Bank's branches.
- 1.5. The Client shall have the right to make additional inpayments to the Deposit, which shall be added to the principal amount of the Deposit, forming the total amount of the Deposit.
- 1.6. Additional inpayments to the Deposit can be made in an unlimited amount, while the total amount of the Deposit, including the initial inpayment and all the additional ones, may not exceed the maximum amount of the Deposit.
- 1.7. Acceptance of additional inpayments shall be terminated thirty (30) calendar days prior to the end of the 18-month Deposit term, and sixty (60) calendar days prior to the end of the 24-month Deposit term. There are no restrictions on accepting additional inpayments for the 12-month Deposit. No additional inpayments can be accepted on weekends/holidays, preceding the mentioned periods of thirty (30) and sixty (60) calendar days prior to the Deposit term.
- 1.8. No withdrawal and transfer of funds from the Deposit account can be made before the end of the Deposit term.
- 1.9. Bank shall accrue interest on the Deposit account on the basis of the interest rate being effective on the day of the Client's opening the Deposit (*see the interest rates at [mbank.kg/en/deposits/muras](http://mbank.kg/en/deposits/muras)*). The interest rate on the Deposit shall remain unchanged until the end of the Deposit term.
- 1.10. The interest on the Deposit amount shall be accrued from the day following the day of funds acceptance to the Deposit Account until the day of funds return to the Client.
- 1.11. The interest accrual on the Deposit amount shall be made daily, including on each additional inpayment, and shall depend on the period of the amount being kept on the Client's Deposit.
- 1.12. The interest calculation base shall be the actual number of calendar days of the Deposit being kept with the Bank, and the number of days per year shall be the number of calendar days equal to 365 (366 in a leap year).
- 1.13. In case of choosing the condition without capitalization of accrued interest, the payment of interest on the Deposit is made on the last working day of the month and is transferred to the demand card account.

- 1.14. In case of the Client's decision to capitalize the accrued interest (as addition to the Deposit amount), the interest accrued on the Deposit shall be added to the principal amount of the Deposit on the last banking day of the month, and further the interest shall be accrued on the Deposit amount taking into account the previously capitalized interest.
- 1.15. At the end of the Deposit term, the Deposit amount shall be transferred to the Demand Card Account and will be maintained on the demand deposit conditions.
- 1.16. If the date of the Deposit payment falls on a non-banking day, then transfer of the Deposit amount and the interest accrued on it shall be made on the next banking day.
- 1.17. In case of early termination of the Agreement at the Client's initiative, the Deposit shall be paid according to the rates specified for the demand account, and the interest previously paid to the Client shall be recalculated and the difference shall be withheld from the Deposit amount when it is paid.
- 1.18. This Agreement shall enter into force from the date of the Client's depositing his/her funds to the Deposit Account and shall be terminated after the Parties' full performance of their obligations hereunder.
- 1.19. The Bank guarantees the secrecy of the bank Deposit in accordance with the legislation of the Kyrgyz Republic.
- 1.20. The Deposit established within the framework of this Agreement shall be subject to insurance in the manner, amounts and on conditions specified by the legislation of the Kyrgyz Republic.
- 1.21. At the request of the Client, when opening the Deposit online, the Client can receive a printed copy of the "savings certificate" confirming his/her opening and making the Deposit, in any branch of the Bank.
- 1.22. After the end of the Deposit term, the savings certificate will become invalid.
- 1.23. The Agreement may be terminated:
  - by the Client – through a written notification to the Bank in the form of an application to close the Card Account or through an online application using the MBANK mobile application;
  - by the Bank – in case of the Client's non-fulfillment of the Agreement provisions.
- 1.24. Any other essentials for opening a term deposit account shall be specified in the corresponding application filed by the Client.

## **2. DETAILS OF Mbank OJSC**

### **Mbank OJSC**

Address: Gorky 1/2 St., Bishkek city

ZIP code: C0082

TIN: 02712199110068

OKPO code: 20137117

BIC: 103001

**AGREEMENT TO OPEN A TERM DEPOSIT "JUNIOR" to the Agreement on banking services for an individual through the MBANK service**

**1. DEPOSIT TERMS:**

- 1.25. The Bank issues the Client a term deposit “**Junior**” in national currency (hereinafter referred to as the Deposit), which is opened from a demand card account.
- 1.26. The Bank provides services for the Deposit in accordance with the legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), the terms of the Deposit and the Bank’s tariffs, posted on the Bank’s website: [www.mbank.kg](http://www.mbank.kg) .
- 1.27. The minimum amount for opening a Deposit in national currency is 1,000 (one thousand) soms, the maximum amount is 5,000,000 (five million) soms.
- 1.28. The deposit is opened for individuals - residents/non-residents of the Kyrgyz Republic remotely through the MBANK service, based on the Client's electronic order to open the Deposit, using the Client's identification and authentication means specified in the Agreement. The conditions for placing funds may vary depending on whether the Client has a MBANK Junior card issued in the name of the Client's child.
- 1.29. The deposit can be opened in the following quantity: no more than two, if the Client does not have a valid MBANK Junior card; if the Client has valid MBANK Junior cards – in the quantity not exceeding the number of such cards.
- 1.30. The Client has the right to make additional contributions to the Deposit, which are added to the initial Deposit amount, forming the total Deposit amount.
- 1.31. Additional contributions to the Deposit may be made in an unlimited amount, while the total amount of the Deposit, including the initial contribution and all additional contributions, may not exceed the maximum amount of the Deposit specified in paragraph 1.3 of this Agreement.
- 1.32. Until the end of the Deposit term, withdrawal and transfer of deposited funds is not carried out.
- 1.33. The Bank accrues interest on the Deposit amount according to the interest rate in effect on the day the Deposit is opened by the Client (information on interest rates is available at the link [mbank.kg/en/deposits/children](http://mbank.kg/en/deposits/children)). The interest rate on the Deposit remains unchanged until the end of the Deposit term.
- 1.34. Interest on the Deposit amount is accrued from the day following the day of receipt of funds into the Client's open Deposit account until the day the funds are returned to the Client.
- 1.35. Interest is accrued on the Deposit amount daily, including for each additional contribution and depend on the period of time the amount is in the Client's Deposit.
- 1.36. Accrued interest on the Deposit is added (capitalized) to the principal amount of the Deposit on the last working day of the month, and subsequently interest is accrued on the amount of the Deposit taking into account previously capitalized interest.
- 1.37. The calculation base for calculating interest is considered to be the actual number of calendar days that the Deposit is kept in the Bank, and the number of days in a year is the number of calendar days equal to 365 (366 in a leap year).
- 1.38. At the end of the Deposit term, the Deposit amount is transferred to the demand card account and then operates under the terms of the demand deposit.

- 1.39. If the date of return of the Deposit falls on a non-working banking day, the transfer of the Deposit amount and interest accrued on it is made on the next working day after this date.
- 1.40. In the event of early termination of this Agreement at the initiative of the Client, accrued and capitalized interest on the Deposit shall not be subject to payment and shall be withheld from the Deposit amount upon its return.
- 1.41. The Agreement shall enter into force from the moment the Client deposits funds into the open Deposit account and shall terminate upon the full fulfillment by the Parties of their obligations under the Agreement.
- 1.42. The Bank guarantees the secrecy of the bank Deposit in accordance with the legislation of the Kyrgyz Republic.
- 1.43. The deposit made under this Agreement shall be subject to insurance in the manner, amounts and under the conditions established by the legislation of the Kyrgyz Republic.
- 1.44. At the client's request, when opening a Deposit online, the client can receive a printed copy of the "savings certificate" confirming the opening and making of the deposit, at any branch of the Bank.
- 1.45. By the end of the term of the deposit, savings certificate will be invalid.
- 1.46. The agreement may be terminated:
  - By the Client – by written notification to the Bank in the form of an application to close the card account or by an online application using the MBANK mobile application;
  - By the Bank – in the event of the Client's failure to comply with the terms of the Agreement.
- 1.23. All other material conditions for opening a Deposit account are specified in the relevant Client application.

## **2. BANK DETAILS THE OJSC "Mbank"**

### **Mbank OJSC**

Address: Gorky 1/2 St., Bishkek city

ZIP code: C0082

TIN: 02712199110068

OKPO code: 20137117

BIC: 103001

**AGREEMENT ON OPENING OF A PROMOTIONAL TERM DEPOSIT “NEW YEAR”  
to a Demand Card Account Agreement for an individual through the service of MBANK/Bank  
branch**

**1. TERMS OF THE DEPOSIT:**

- 1.1. The Bank issues the Client a term deposit "New Year`s" in national currency (hereinafter referred to as the Deposit), which is opened from a demand card account.
- 1.2. The Bank shall maintain the Deposit Account in compliance with the legislation of the Kyrgyz Republic (hereinafter referred to as the Legislation), terms of the Deposit and rates of the Bank, published on the Bank’s website: [www.mbank.kg](http://www.mbank.kg) .
- 1.3. The minimum amount for opening a Deposit Account in the national currency shall be KGS 1,000 (one thousand soms). The available deposit terms are 9 and 12 months.
- 1.4. A Deposit shall be opened for individuals when applying to a Bank branch or online through the MBANK service, pursuant to the Client’s electronic order to open a Deposit, using the means of the Client’s identification and authentication, as determined by the Agreement.
- 1.5. Additional inpayments, partial withdrawals of funds, and capitalization of accrued interest on the Deposit are not provided.
- 1.6. Bank shall accrue interest on the Deposit account on the basis of the interest rate being effective on the day of the Client’s opening the Deposit (see the interest rates at [mbank.kg/en/deposits/novogodniy25](http://mbank.kg/en/deposits/novogodniy25) ). The interest rate on the Deposit shall remain unchanged until the end of the Deposit term.
- 1.7. The interest on the Deposit amount shall be accrued from the day following the day of funds acceptance to the Deposit Account until the day of funds return to the Client.
- 1.8. The interest calculation base shall be the actual number of calendar days of the Deposit being kept with the Bank, and the number of days per year shall be the number of calendar days equal to 365 (366 in a leap year).
- 1.9. The payment of interest on the Deposit is made on the last working day of the month and is transferred to the demand card account.
- 1.10. At the end of the Deposit term, the Deposit amount shall be transferred to the Demand Card Account and will be maintained on the demand deposit conditions.
- 1.11. If the date of the Deposit payment falls on a non-banking day, then transfer of the Deposit amount and the interest accrued on it shall be made on the next banking day.
- 1.12. In case of early termination of the Agreement at the Client’s initiative, the Deposit shall be paid according to the rates specified for the demand account, and the interest previously paid to the Client shall be recalculated and the difference shall be withheld from the Deposit amount when it is paid.
- 1.13. This Agreement shall enter into force from the date of the Client’s depositing his/her funds to the Deposit Account and shall be terminated after the Parties’ full performance of their obligations hereunder.
- 1.14. The Bank guarantees the secrecy of the bank Deposit in accordance with the legislation of the Kyrgyz Republic.
- 1.15. The Deposit established within the framework of this Agreement shall be subject to insurance in the manner, amounts and on conditions specified by the legislation of the Kyrgyz Republic.
- 1.16. At the request of the Client, when opening the Deposit online, the Client can receive a printed copy of the “savings certificate” confirming his/her opening and making the Deposit, in any branch of the Bank.
- 1.17. After the end of the Deposit term, the savings certificate will become invalid.

1.18. The Agreement may be terminated:

- by the Client – through a written notification to the Bank in the form of an application to close the Card Account or through an online application using the MBANK mobile application;
- by the Bank – in case of the Client's non-fulfillment of the Agreement provisions.

1.19. Any other essentials for opening a term deposit account shall be specified in the corresponding application filed by the Client.

## **2. BANK DETAILS THE OJSC "Mbank"**

### **Mbank OJSC**

Address: Gorky 1/2 St., Bishkek city

ZIP code: C0082

TIN: 02712199110068

OKPO code: 20137117

BIC: 103001

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

	Transaction type	Restrictions specified
1	Transfers with the purpose of payment for goods and services (to resident beneficiaries)	Maximum transaction amount: KGS 15,000; Amount of transfers per month: KGS 30,000. Payments to any high-risk organizations are prohibited.
2	Transfers with the purpose of payment for goods and services (to non-resident beneficiaries)	
3	Transfers between the individuals (between residents)	
4	Transfers between the individuals (with the participation of a non-resident)	
5	Transfers to the national budget.	No restrictions.
6	Receiving cash funds / a payment card	The Customer shall pass full identification in any branch of the Bank.
7	Transfers from a legal entity or an individual entrepreneur to an individual	Prohibited, except for the cases when the transaction is performed because of a previous payment refund (for example, due to rejection of goods or services).
8	Replenishment of a restricted account	No restrictions within the maximum balance limit.
9	Requirements for the balance	The maximum allowable amount is KGS 30,000.
10	Statuses when switching from Mbank to Mbusiness	The client's current status is retained: If UI (Remote Identification) – the UI status is retained If PI (Full Identification) – the PI status is retained

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

	Transaction type	Restrictions specified
1	Transfers with the purpose of payment for goods and services (to resident beneficiaries)	Maximum transaction amount: KGS 100,000; Amount of transfers per month: KGS 200,000. Payments to any high-risk non-commercial organizations are prohibited.
2	Transfers with the purpose of payment for goods and services (to non-resident beneficiaries)	
3	Transfers between the individuals (between residents)	
4	Transfers between the individuals (one party is a non-resident)	
5	Receiving cash funds	
6	Transfers to the national budget	No restrictions
7	Obtaining a loan	Maximum transaction amount: KGS 15,000; Amount of transactions per month: KGS 30,000.
8	Payment of e-money/transfers into own accounts	No restrictions, with funds crediting to the own bank account of the resident of the Kyrgyz Republic, opened under the standard procedures of customer due diligence.
9	Transfers from a legal entity or an individual entrepreneur to an individual	Prohibited, except for the cases when the transaction is performed because of a previous payment refund (for example, due to rejection of goods or services).
10	Replenishment of a bank restricted account	No restrictions within the maximum balance limit.
11	Requirements for the balance	The maximum allowable amount is KGS 200,000.
12	Statuses when switching from Mbank to Mbusiness	The client's current status is retained: If UI (Remote Identification) – the UI status is retained If PI (Full Identification) – the PI status is retained

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

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

Public Offer of Personal Banking

<b>4. Personal information (Check one variant)</b>		
4.1 Information from the personal insurance account with the indication of the wages fund	<i>Yes</i>	<i>No</i>
4.2 Information from the pension file with the indication of the pension amount	<i>Yes</i>	<i>No</i>
<b>5. Personal data processing</b>		
5.1 Consent effective date (date of signing)		
5.2 Consent expiration date (end-date)	01.01.2030	
5.3 Place (locality, address)		
<b><i>List of Consent statements to be read and signed</i></b>		
I furnish the Bank with the personal data as above for processing to provide me with the public service "Providing information from a personal insurance account to citizens" and/or "Providing information from a pension file";	[Full name in words] [Signature]	
I give my free, conscious, and voluntary consent to the Social Fund of the Kyrgyz Republic to provide personal information to the Personal Data Processor;	[Full name in words] [Signature]	
I give my consent for the purpose of receiving Banking services, namely participation in the Mbonus Loyalty Program, as well as the execution of all Contracts between me and the Bank, and for the Bank to perform its functions under the Contract, the consent applies to the following information: surname, first name, patronymic, year, month, date and place of birth, residential and registration address, telephone number and any other information available or known to the Bank at specific point in time (hereinafter referred to as the Personal Data).	[Full name in words] [Signature]	
I am aware that my consent to the personal data processing is valid for the period specified in this Consent Statement;	[Full name in words] [Signature]	
I am aware that my consent to the personal data processing may be withdrawn before this Consent expiration, subject to the submission of a relevant application in any form to the Social Fund of the Kyrgyz Republic;	[Full name in words] [Signature]	
I am aware that if this personal data processing consent is withdrawn or expires, then my personal data processing may be completely or partially continued in compliance with the Personal Information Law of the Kyrgyz Republic.	[Full name in words] [Signature]	
<b><i>List of Consent Withdrawal statements to be read and signed</i></b>		
I give my free, conscious, and voluntary consent to the Social Fund of the Kyrgyz Republic to withdraw my consent to provide personal information to the Personal Data Processor;	[Full name in words] [Signature]	
I am aware that my personal data processing may be completely or partially continued in compliance with the Personal Information Law of the Kyrgyz Republic.	[Full name in words] [Signature]	

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

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

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

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

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

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

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

Contact phone number: \_\_\_\_\_ E-mail \_\_\_\_\_ do hereby  
give my consent to \_\_\_\_\_

(name and address of the organization)

to process my personal data (collect, record, keep, update (reload, change), group the personal data);

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

*Statement of Consent*

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

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

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

Therewith, Mbank OJSC shall guarantee strict confidentiality of all the information we have provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

hereby give my consent to \_\_\_\_\_

(name and address of the organization)

to process my personal data (collect, record, keep, update (reload, change), group the personal data), the **information constituting a tax secret**; to transfer my personal data to any third parties in compliance with the Personal Information Law of the Kyrgyz Republic and other regulatory legal acts in the field of personal information;

to transfer my personal data to credit bureaus in compliance with the Credit Status Information Exchange Law of the Kyrgyz Republic for further processing (collection, recording, keeping, updating (reloading, changing), grouping the personal data); According to the following list of personal data and information about their change:

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

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

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

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

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

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

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

Date: \_\_\_\_\_

(month, day, year)

full name

signature

to the Public Offer for the conclusion of the Agreement  
for banking services for an individual in Mbank OJSC

## **PRIVACY POLICY OF MBANK SERVICES**

### **Mbank OJSC**

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

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

1.1. This Privacy Policy uses the following terms:

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

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

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

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

#### **2. GENERAL PROVISIONS**

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

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

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

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

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

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

3.2.1. If the User uses the MBANKservice.

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

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

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

20

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

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

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

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

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

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

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

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

## **8. DISPUTES RESOLUTION**

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

## 9. ADDITIONAL TERMS AND CONDITIONS

9.1. The new Privacy Policy comes into force from the moment it is posted on the Bank's Website, unless otherwise provided by the new version of the Privacy Policy.

9.2. The current Privacy Policy is posted on the page at [www.mbank.kg](http://www.mbank.kg)

**Appendix No. 7** to the Public Offer for the conclusion of the Banking

Service Agreement for an individual in Mbank OJSC

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

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

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

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

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

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

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

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

**Authentication** – the procedure of establishing the authenticity of a user by verifying and matching the characteristics of the presented identifier (PIN code, OTP code, password, etc.).

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

**Code Word** – a secret word used by the Service Provider to identify the User during a call via mobile phone/online communication via the messenger of the mobile application. The code word is set by the User when connecting to the Service.

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

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

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

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

**OTP Code** – a one-time password generated for a specific transaction, which is valid only once and for a short period of time.

**Root Privileges** – administrative privileges in an operating system that provide full access to all its 22 functions and data. They can make the system more vulnerable to viruses and other threats.

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

2.1. Remote service operations are carried out by the User from the User's mobile device via the Mobile

Application (an Internet connection is required to use the application, except for: Subscribers/Clients of LLC "Sky Mobile"/CJSC "Alpha Telecom" located in the home mobile network coverage area), 24 hours a day (daily without interruptions, except for the time of preventive, regulatory, and repair work).

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

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

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

2.2.3. By connecting to the Remote Service System and accepting the terms of this Offer, the User also agrees to the automatic connection of the mobile phone number specified during registration to the Visa+ service for the purposes of simplifying payment procedures and identification. The connection is performed only if there is no existing active connection of this phone number with another card number or account. In the presence of such an existing connection, a new connection will not be established.

2.2.3.1. The automatic connection specified in clause 2.2.3 may be carried out once as part of a technical initiative for the mass connection of clients to the Visa+ service, approved by the Visa payment system. Such a connection is made based on the data previously provided by the User, without requiring any additional actions from the User.

2.2.3.2. After the automatic connection is completed, the User has the right at any time to manage the Visa+ service independently via the Bank's mobile application. In particular, the User may:

- disconnect the phone number from the Visa+ service;
- change the current connection to a different card;
- reconnect at their own discretion.
- Performing these actions does not require re-acceptance of this Offer.

2.2.3.3. For the purpose of implementing the automatic and subsequent user connection, as well as ensuring the correct operation of the Visa+ service, the User provides consent for the transfer and processing of the following personal data, including possible cross-border transfer to the Visa Inc. payment system:

- contact phone number;
- surname, first name, patronymic (if applicable);
- banking details (including card number).

The data transfer is carried out in compliance with applicable laws and with the proper protection of the data subject's rights.

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

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

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

2.3.2 PIN code (for operation in the authentication zone)

- Numbers (4)

2.3.3 OTP code (for use in the authentication zone)

- Digits (4 or 6 digits);

Digits, lowercase and uppercase Latin letters (total number of characters - 8).

2.4. The User is fully responsible for the correctness and precision of the data entered during banking transactions. The Bank is not liable for losses caused by erroneous data entry.

2.5. Technical interruptions in the operation of the "MBANK" service for the purpose of preventive and regulatory maintenance are carried out with prior notification to the User by publishing the relevant information in the news section of MBANK on the service provider's website [www.mbank.kg](http://www.mbank.kg) and on the official pages of the Bank on social networks.

2.6 The User bears full responsibility for the security of their account data, including PIN code, OTP code, password, access to the mobile device, and account. The Bank is not liable for losses caused by unauthorized access resulting from the User's negligent attitude towards security.

2.7 The User undertakes to take appropriate measures to ensure the security of their account data in the MBANK mobile application and is personally responsible in case of access to their account by third parties, including for actions performed using it. In case of loss of the mobile phone and/or leakage/transfer of their data to third parties for access or use of the MBANK mobile application, the User must immediately change the password, PIN code and contact the Bank's Contact Center at the short number 3333 or visit any Bank branch with a request to block the account.

2.8 If the User becomes aware of any unauthorized use of their password, login, or other confidential information, the User must change the password, login, other necessary data, and immediately notify the Bank of the unauthorized access.

2.9 The User undertakes not to click on suspicious links, participate in dubious promotions, lotteries, earning schemes, etc., and not to provide their data to third parties. The Bank is not liable for losses incurred by the User as a result of data transfer due to participation in such activities. The User is warned that the Bank never requests account data through promotions, advertising games, third-party services, etc.

2.10 The User agrees not to modify the software and/or mobile device used to access the Service. The User is responsible for all activities performed using the services, including situations where developer mode, root access, or any other application/extension that enables modifications to the mobile device's operating system has been activated.

2.11 The Bank reserves the right to debit funds from the account, cancel transactions, and/or place a hold on the User's accounts, restricting access to certain amounts, and make corrections if it is determined that they were obtained unlawfully (unlawfulness is established based on identified violations of the terms contained in this Offer and the MBANK Service Usage Rules), including as a result of errors related to technical failures, unauthorized access, fraudulent actions, illegal transactions, or violations of the law. The User agrees that the Bank has the right to initiate such actions without the User's prior consent if there is evidence of unlawful receipt of funds. 23

2.12 The Bank has the right to temporarily (until all circumstances are clarified) or completely block the User's accounts, bank cards, and access to the mobile application in the following cases:

- Suspicion of fraudulent actions;
- Suspicion of fraudulent actions;
- Violation of the MBANK Service Usage Rules and the terms contained in this Offer; □ Failure to fulfill obligations by the User;
- In the presence of a court order.

2.13. The Bank may provide Users with a technical option to initiate a request for a refund of funds transferred via MBANK, exclusively subject to the consent of the Recipient of the funds.

Initiating a refund request does not constitute cancellation, reversal, or adjustment of the payment and does not result in blocking, reservation, or any other restriction on the Recipient's right to dispose of the funds.

A refund of funds is carried out only with the voluntary consent of the Recipient and is executed as a separate transaction (a new transfer).

The Bank does not guarantee that a refund request will be satisfied and bears no liability for the Recipient's refusal to return the funds or for the Recipient's failure to respond to the relevant request.

The procedure, timeframes, and conditions for submitting and reviewing refund requests may be established by the Bank in separate rules, notices, or within the MBANK service interface.

### **3. SAFETY**

3.1. PIN code and Password are strictly confidential information and should only be known to the User. The user when using the MBANK mobile application:

- Should not disclose their PIN code, OTP code, password for the remote service system, email password, or other information that may facilitate unauthorized access during remote service on behalf of the User to third parties;
- Should periodically change their PIN code and password used for the mobile application;
- Should periodically change their PIN code and password used for the mobile application; - Should not allow third parties to use their mobile phone through which banking operations are conducted; - In case of loss or theft of the mobile phone, should immediately notify the service provider, independently change the PIN code and Password in the mobile application, and immediately contact any branch of the Service Provider or call the Service Provider's Contact Center at 3333, +996 (556) 61 33 33 (24/7) to block the service; - Should not send their personal information containing the password, OTP code, or PIN code via email, social networks, and other means of electronic data exchange;
- Should regularly check transaction history and statements to track errors or unauthorized transactions and immediately inform the service provider of any unauthorized transactions;
- Should immediately notify the service provider if there are any questions regarding the security of access to remote service systems;
- Should not store login, PIN code, and/or Password in a PC/laptop/mobile device unless additional security tools (e.g., password or digital key unlock) are enabled..

3.2. If the password is entered incorrectly three times in a row, the account is locked for 900 seconds. After the time elapses, the client can re-enter the password. If the User does not remember the password/PIN code,

they can use the “Forgot Password?” function - an OTP code is sent, which the User can use to reset the password.

- 3.3 The User is granted the right to use the Service exclusively for personal non-commercial use, and the User may use the Service only in accordance with these Rules. The User undertakes not to use the mobile application in violation of the rights and legitimate interests of copyright holders, third parties, these Rules, and the legislation of the Kyrgyz Republic.
- 3.4. The Service Provider is not responsible for any damage caused to the User by third parties if the User fails to comply with the Terms of Service and these Rules.

#### **LIST OF POSSIBLE OPERATIONS USING REMOTE/DISTANT SERVICE SYSTEM**

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

4.1.1. Money transfers:

Transfers between own accounts;

Transfer of funds by phone number;

Transfer of funds by bank details

4.1.2. Requesting funds from other users of the Service;

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

4.1.4. Payment of requests for funds from other users of the Service;<sup>24</sup>

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

4.3.6 Payment by QR code;

4.3.7 Viewing account statements;

4.3.8 Viewing detailed information on completed transactions;

4.3.9 Viewing exchange rates for non-cash transactions;

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

4.3.11 Opening a deposit;

4.3.12 Opening a virtual card;

4.3.6 Payment by QR code;

4.3.7 Follow up account statements;

4.3.8 Viewing detailed information on completed transactions;

4.3.9 Viewing exchange rates for non-cash transactions;

4.3.10 Receipt of a payment receipt with the Bank seal;

4.3.11 Opening a deposit;

4.3.12 Opening a virtual card;

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

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

4.3.15 Getting a loan;

4.3.16 Sending a SWIFT application;

4.3.17 Creation of payment templates;

4.3.18 Obtaining an account statement with and without balances;

4.3.19 Ability to obtain bank account details;

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

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

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

## 5. TRANSFER OF FUNDS ON BANK DETAILS

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

## 6. OBTAINING INFORMATION ON ACCOUNT

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

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

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

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

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

## 7. INTRODUCING THE CLAIM ACTIVITIES.

7.1. Erroneous payments (payments made with incorrectly specified details or amounts) executed by the User through the MBANK service are final and are not subject to cancellation or correction, except for the cases provided in the document titled “Information on the Cancellation of Payments Made via MBANK” (hereinafter – the “Document”) published on the official website of the Service Provider. If a disputed payment falls under the cancellation conditions specified in the Document, the User may submit an application at any branch of the Service Provider or contact the Contact Center using the current phone numbers listed on the Service Provider’s official website [www.mbank.kg](http://www.mbank.kg)

7.2. Applications submitted by Users regarding disputed payments, specifically erroneous payments (payments with incorrectly specified details or amounts), are reviewed by the Service Provider within the timeframes established in the above-mentioned Document. The Service Provider does not guarantee the return of funds in the event of refusal from the counterparty involved in the payment process.

7.3. Claims related to payments involving fraudulent actions and/or unauthorized transactions performed by third parties are reviewed based on a User’s submitted application.

**Appendix 8**  
to the Pulic Offer for  
Personal Banking Agreement Conclusion with  
Mbank OJSC

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

<b>Payment in a web shop of KZT 100,000.00</b>	
<b>Card currency is USD, payment is in KZT</b>	
Case 1. When the USD exchange rate is higher at the date of the transaction processing	Case 2. When the USD exchange rate is lower at the date of the transaction processing
<b>USD 1 = KZT 469.69 at the IPS rate</b>	<b>USD 1 = KZT 469.69 at the IPS rate</b>
KZT 100,000.00 / KZT 469.69 = USD 212.90 as of the 26 date of the transaction	KZT 100,000.00 / KZT 469.69 = USD 212.90 as of the date of the transaction
<b>USD 1 = KZT 470.00 at the rate of the commercial bank</b>	<b>USD 1 = KZT 468.00 at the rate of the commercial bank</b>
KZT 100,000 / KZT 470.00 = USD 212.76 as of the date of the financial transaction processing	KZT 100,000 / KZT 468.00 тенге = USD 213,67 as of the date of the financial transaction processing
Total: USD 212.90 - USD 212.76 = USD 0.14 (foreign exchange gain)	Total: USD 212.90 - USD 213.67 = USD - 0.77 (foreign exchange loss)
<b>Card currency is KGS, payment is in USD</b>	
Case 1. When the USD exchange rate is higher at the date of the transaction processing	Case 2. When the USD exchange rate is lower at the date of the transaction processing
<b>USD 1 = KGS 83.00 at the IPS rate</b>	<b>USD 1 = KGS 83.00 at the IPS rate</b>
USD 212.90 * KGS 83.00 = KGS 17,670.70 as of the date of the transaction	USD 212.90 * KGS 83.00 = KGS 17,670.70 as of the date of the transaction
<b>USD 1 = KGS 84.00 at the rate of the commercial bank</b>	<b>USD 1 = KGS 82.00 at the rate of the commercial bank</b>
USD 212.90 * KGS 84.00 = KGS 17,883.60 as of the date of the financial transaction processing	USD 212.90 * KGS 82.00 = KGS 17,457.80 as of the date of the financial transaction processing
Total: KGS 17,670.70 - KGS 17,883.60 = KGS - 212.90 (foreign exchange loss)	Total: KGS 17,670.70 - KGS 17,457.80 = KGS 212.90 (foreign exchange gain)
<b>Money transfer (P2P transfer)</b>	
<b>Transfer from Russia to a card of our Bank of RUB 100,000.00 (beneficiary card currency is KGS)</b>	
<b>USD 1 = RUB 82.50 at the IPS rate as of the date of the transaction</b>	
<b>USD 1 = KGS 83.00 at the IPS rate as of the date of the transaction</b>	
RUB 100,000.00 / RUB 82.50 = USD 1,212.12	
USD 1,212.12 * KGS 83.00 = KGS 100,605.96	
Case 1. When the KGS and RUB exchange rates are higher at the date of the transaction processing	Case 1. When the KGS and RUB exchange rates are lower at the date of the transaction processing

Public Offer of Personal Banking

<b>USD 1 = RUB 83.00 at the rate of the commercial bank</b>	<b>USD 1 = RUB 82.00 at the rate of the commercial bank</b>
<b>USD 1 = KGS 83.50 at the rate of the commercial bank</b>	<b>USD 1 = KGS 82.50 at the rate of the commercial bank</b>
RUB 100,000.00 / RUB 83.00 = USD 1,204.81	RUB 100,000.00 / RUB 82.00 = USD 1 219,51
USD 1,204.81 * KGS 83.50 = KGS 100,601.63	USD 1,219.51 * KGS 82.50 = KGS 100,609.57
Total: KGS 100,605.96 - KGS 100,601.63 = KGS 4,33 (foreign exchange gain)	Total: KGS 100,605.96 - KGS 100,609.57 = KGS 3,61 (foreign exchange loss)

**Appendix 9**  
to the Pulic Offer for  
Personal Banking Agreement Conclusion with  
Mbank OJSC

**Mbonus Loyalty Program Rules**  
**1. General Terms**

**1. Terms and Definitions:**

1.1. The capitalized terms have the following meanings herein:

Special promotion	a marketing or advertising event based on the Program, aimed at developing and increasing consumer loyalty to the Participating Companies and the Program on the 27 whole, initiated by the Participating Companies and followed by Rewards for the Participants.
Bank	Open Joint Stock Company Mbank.

Compensation	the amount of non-cash money credited by the Bank to the Bank Card or Participant's Payment Account for the necessary actions performed by the Participant in accordance with the Promotion and/or Program Rules.
Bank Card Holder (Holder)	an individual who signed an account opening agreement with the Bank and under the terms of which the Bank Card was issued.
Rules abuse	abusive actions of the Participant contradicting to the Program Rules and/or aimed at accruing the maximum number of Bonuses on his Bonus Account without actual purchase of the goods for personal consumption.
Access tools	Bank card, RSO QR Code, MBANK Mobile Application, giving the Participant an opportunity to make transactions using them on the Payment Account, if the Bank, the Participant, RSO has the appropriate technical capability.
Bank Card	A card issued by the Bank - an electronic payment used by the Bank Card Holder to make transactions using the Payment Account with the linked card. Only payment debit cards (plastic and virtual) with KGS currency can participate in the Program.
MBANK (MA) Mobile Application	software for a mobile device (smartphone, tablet) on Android and iOS platforms, intended to provide customers with the opportunity to make transactions to pay for services, manage the accounts opened with the Bank and other transactions using mobile devices via the Internet.

Public Offer of Personal Banking

Program partner (Partner)	a legal entity/private entrepreneur selling goods/services independently or on behalf of third parties, or distributing third party goods offers in retail outlets, having signed a Program participation agreement with the Bank, where appropriate, possessing acquiring equipment that supports special software allowing participation in the Program. When the Partner does not sell goods/services independently, and distributes offers in retail outlets for the purchase of third parties goods, and in certain cases ensures the participation of such third parties in the Program, in order to provide discounts on goods, the term Partner may mean specified third parties (retailers, service providers) in these rules. The current list of Program partners is posted in the MBANK Mobile Application.
Personal Loyalty Account (PLA or Personal Account)	Mbonus section in MBANK Mobile Application with information about the status of the Program Participant's Bonus Account, history of Bonuses accrual and writeoff and other Program information.
Payment Account	a bank account in the name of an individual to make transactions not contradicting the current legislation of the Kyrgyz Republic.
Rules	a document defining the terms and procedure for participation of individuals in the Mbonus Loyalty Program.
Program, Mbonus Loyalty Program	a Loyalty Program built on the accumulation and use system based on special Bonus software, aimed at stimulating the activity of the Participants in the use of the Bank's products and services by the Participants, increasing transactions made by the Participant using the Mobile Application or Bank Cards, and purchasing goods of the participating companies. The Bank implements and manages the Program.
Retail and Service Outlets (RSO)	a legal entity or private entrepreneur engaged in sales of goods/services and accepting payment for goods/services using access tools by the Participant.
Participating Companies	Bank, Partners and other legal entities/private entrepreneurs participating in the Program.
Participant, Program participant	The Holder of the Bank Card (activated and valid) and/or the owner of the Payment Account (activated and valid), who joined the Program through MBANK Mobile Application, and participates in the Program under the terms set out in the Rules.
QR-code	a two-dimensional barcode symbol for transmitting payment data, generated in accordance with approved standards in the Kyrgyz Republic.

**2. General provisions:**

- 2.1. These Mbonus Program Rules (hereinafter referred to as the Rules) determine the terms and procedure for participation of Bank Card and/or Payment Account Holders in the Program. 28
- 2.2. The Mbonus Loyalty Program Rules are given in Appendix No. 1 and specify the procedure for Bonuses accrual, write-off, cancellation and other issues. Appendix No. 1 is an integral part of the Rules.
- 2.3. It is possible to join the Program only if the potential Program Participant is a user of the MBANK Mobile Application with the active status, as well as a Bank Card Holder and/or has a Payment Account in the Bank. The Bank Card or Payment Account Holder is automatically joined to the Program through the MBANK Mobile Application with notification through a corresponding push notification. The customer must agree to joining, processing and transfer of data when entering the Bonuses section.
- 2.4. Acting to joining the Program and receiving rewards under the Program, the user of the MBANK Mobile Application thus confirms that he has read these Rules, accepts the terms of participation in the Program, agrees and undertakes to comply with them.
- 2.5. Within the Program, the Participant receives rewards that can be used in accordance with these Rules.
- 2.6. The Participant has the opportunity to take advantage of the reward under the Mbonus Loyalty Program only if he uses the MBANK Mobile Application and has a Bank Card and/or Payment Account.

When the Mobile Application and/or Payment Account and/or Bonus Account are blocked, the Participant is not entitled to use the reward during the entire blocking period. If the Bank Card is blocked, Bonuses for purchases from Partners on the Bank Card are not accrued.

2.7. The Participant is entitled to receive information about the Program in one of the following ways:

- through PCL
- calling the Bank's contact center by number 3333
- from marketing and advertising materials of the Program
- Bank websites and mobile applications

2.8. The Bank posts the list of the Participating Companies, as well as information about ongoing Promotions in the MBANK Mobile Application, marketing and/or advertising materials.

2.9. Only Bank Cards and/or Payment Accounts in KGS currency can participate in the Program.

2.10. The Bank is not liable for disputes and disagreements arising between the Participants and Partners, unless such disputes and disagreements are caused by violations of the Bank of its obligations under these Rules or Promotion rules.

2.11. The Bank is entitled to unilaterally make amendments and modifications to these Rules. In order to make valid the amendments and modifications to the Rules, the Bank complies with the public information procedure. The Bank posts the amendments/electronic version of the new Rules edition at least 10 (ten) business days before the amendments and modifications to the Rules become valid on the Bank's website.

2.11.1. The new Rules edition becomes valid after 10 (ten) calendar days from the date of posting the modifications/electronic version of the new Rules edition in accordance with clause 2.11 of the Rules (above).

2.11.2. The Program Participant shall independently monitor the presence of amendments and modifications to the Rules.

2.11.3. The Participant's actions aimed at receiving a reward after the new Rules version become valid confirms the Participant's consent to the new Rules version.

2.12. In order to ensure that the Participant receives up-to-date information about the list of the Participating Companies, the Promotion rules held on the basis of the Program, restrictions on the use of the Reward, the

Participant shall independently contact the Bank's website and MBANK Mobile Application for up-to-date information and monitor the introduction of all amendments and modifications. The Participant's performance of actions aimed at receiving Rewards within the Promotion rules held on the basis of the Program confirms the Participant's consent.

2.13. The Bank is not liable for possible losses of the Participant due to his ignorance of the current version of the Program Rules, the Promotion rules held on the basis of the Program, restrictions on the use of the Reward if the Bank complies with the obligations set by these Rules for disclosure and communication of information.

2.14. The Bank is entitled to exclude/block any Participant from Mbonus Loyalty Program and thus terminate his participation in the Program without warning for any reason, including if the Participant does not comply with these Rules and/or commits abuse of these Rules, Promotions and Rewards rules, any Rewards provided to the Participant within the Mbonus Loyalty Program levels and/or provides misleading information or false and invalid information to the Participating Companies.

2.15. The Bank is entitled to unilaterally suspend or terminate the Program implementation at any time at its discretion. Information about Program suspension or termination (information communication procedure) is communicated to the Participants at least 10 (ten) business days before the expected date of

Program suspension or termination (notice period) as follows: posting relevant information on the Bank's website, self-service devices, in marketing materials.

2.16. During the suspension period for Program implementation fully or partially (in case of Program suspension), as well as from the date of Program termination (in case of Program termination), the Bank ceases providing Incentives, as well as suspends/terminates the execution of other procedures provided for by these Rules and Appendices thereto.

2.17. If the Bank is forced to suspend the Program due to circumstances beyond its control (force majeure), then in this case the Participants shall be notified of such suspension within any reasonable time, and the provisions on the notice period do not apply.

2.18. Making actions aimed at receiving Rewards within the Program, the Participant expresses his consent to the Bank to receive information and advertising messages and materials to the Participant in order to promptly receive information about the Program implementation, Promotions held on the basis of the Program and how to provide the Reward to the Participant, as well as special offers from the Participating Companies.

2.19. On his own initiative, the Participant is entitled to terminate participation in the Program through a written notice to the Bank to disable the Program; the notice is written in free form at a Bank branch.

2.20. If there is a debt on the Participant's Bonus Account, the request can be agreed upon and processed only if the debt on the Bonus Account is fully repaid.

2.21. Since the moment the Participant commits the actions listed in clauses 2.19 and 2.20 of these Rules aimed at terminating participation in the Program, the Participant ceases his participation in the Program and in all Promotions held on the basis of the Program and loses the right to receive any Rewards within the Program and/or Promotions held on the basis of the Program within 7 (seven) business days from the date of sending such withdrawal, and all accumulated Bonuses are canceled, the Bonus account is closed. The personal data of such Participant is destroyed within 25 (twenty-five) calendar days.

2.22. If Program participation is terminated, the new Participant may be re-joined to the Program. In this case it is necessary to go to the MBonus section in the MBANK Mobile Application.

### Mbonus Loyalty Program Terms and Conditions

#### 1. Terms and Definitions

For the purposes of interpretation of the Rules for Bonuses accrual, write-off, cancellation in the Mbonus Program, the capitalized terms have the following meaning:

Bonuses cancellation	the procedure for liquidating Bonuses previously accrued to the Participant's Bonus Account without providing the Participants with the corresponding Bonus incentive, or the procedure of Bonus cancellation within special Promotions held by the Bank with the condition of Bonuses cancellation for the purpose of participation in such special Promotions.
Bonus Account blocking	a procedure resulted in restriction on Bonuses write-off and/or accrual from/to the Bonus Account and, accordingly, the Participant is not able to use the Bonus incentive.
Bonus	a conditional unit credited by the Bank to the Participant's Bonus Account and debited by the Bank from the Participant's Bonus Account in accordance with the Loyalty Program Rules and giving the Participant the right to receive a Bonus incentive. Bonuses are used only for accounting purposes and are not and cannot be a means of payment, any type of currency or security, cash and/or electronic money, cannot be cashed out, transferred to third parties who are not the Program Participants, or inheritable.
Bonus operations	a transaction made by the Participant to pay for goods and which is the basis for the accrual of the corresponding number of Bonuses to the Participant's Bonus Account.
Bonus incentive , Incentive	a form of incentive for the Participants provided to such Participants in accordance with these Rules and/or Promotion rules: <ul style="list-style-type: none"> <li>• in the form of the accrued Bonuses for transactions with the use of Access Tools;</li> <li>• using the Bonuses as follows: <ul style="list-style-type: none"> <li>- Conversion of Bonuses to Compensation</li> </ul> </li> </ul>
Bonus Account	a user account in the Program database, created for each Participant individually, in order to reflect information on the number of Bonuses accrued/debited and canceled and reasons for such accrual/debit. The Bonus Account is not the bank account to which the Bank Card is issued. All Bank Cards, Payment Accounts of one Participant are linked to one Bonus Account.
Conversion of Bonuses to Compensation	a procedure for writing off Bonuses with subsequent crediting of Compensation to the Bank Card or Payment Account in accordance with the Bonus Rate
Bonus Rate	the ratio of one Bonus to one KGS, determined by the Bank and brought to the attention of the Participants by posting information on the Bank's website and/or in the Promotion rules, and/or in marketing and/or advertising materials.
Grace period	the period of time from the date the Participant joined the Program until the first day of the next calendar month. If the date of such Participant's joining the Program is the 1st (first) day of the month, there is no grace period. During the Grace Period, the Participant takes part in the Program at the Silver Privilege Level.

Reward	<p>the Participant's opportunities provided depending on the Participant Level.</p> <p>Examples of opportunities:</p> <ul style="list-style-type: none"> <li>• size of bonuses: the higher the Level, the higher the cashback with Bonuses</li> </ul> <p align="center">31</p> <ul style="list-style-type: none"> <li>• reduced interest on online loans</li> </ul>
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	<ul style="list-style-type: none"> <li>• Conversion of Bonuses to Compensation</li> <li>• etc.</li> </ul>
Bonuses Accrual	a procedure resulted in the increased number of Bonuses on the Participant's Bonus Account on the grounds provided for by the Bonus Program and/or the Promotions Rules.
Calculation Period	a period of 1 (one) month, which is given to the Participant to demonstrate his activity in the Loyalty Program (more details in Table 1). The beginning of the Calculation Period is the first day of the calendar month, or for new Participants who joined the Program in the middle of the month - the first day of the month following the Grace Period. The end of the Calculation Period – last day of the calendar month.
Bonuses Write-off	a procedure resulted in the decreased number of Bonuses on the Participant's Bonus Account on the grounds provided for by the Program and/or Promotions Rules.
Level	a Program feature that determines the complex terms for receiving Rewards depending on the Participant's activity in the Bank in the previous Calculation Period. The Level is assigned to such a Participant on the 1st (first) day of the current Calculation Period. It is valid during this Calculation Period. An exception - new Program Participants, more details in the description of the Calculation Period.

**2. Levels:**

2.1. The Loyalty Program provides 5 (five) Levels, organized by a progressive system: 1)

Standard

- 2) Bronze
- 3) Silver
- 4) Gold
- 5) Platinum

2.2. Each Level has the grounds for assignment and rewards.

2.2.1. A description of the grounds for assigning a particular Level to the Participant is given in Table 1.

Table 1.

		The amount of actions of the Participant to assign a Level (grounds for assigning a Level)				
	Participant's actions	Standard	Bronze	Silver	Gold	Platinum

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1	MBANK Payments - make at least one payment to MBANK	-	at least once per Calculation Period	at least once per Calculation Period	at least once per Calculation Period	at least once per Calculation Period
2	Money turnover is the amount of your payments through MBANK* and Kyrgyzstan Bank Card, as well as the money you cashed out	-	from 10 000 KGS per Calculation Period	from 20 000 KGS per Calculation Period	from 30 000 KGS per Calculation Period	from 50 000 KGS per Calculation Period
			32			

Public Offer of Personal Banking

	<i>* except for transfers within MBank; transfers for mobile communications, electronic wallets and other banks; as well as loan repayment</i>					
3	Number of transactions - the amount of your payments through MBANK* and Kyrgyzstan Bank Card, as well as the money you cashed out.  <i>* except for transfers within MBank; transfers for mobile communications, electronic wallets and other banks; as well as loan repayment</i>	-	from 5 transactions per Calculation Period	from 10 transactions per Calculation Period	from 15 transactions per Calculation Period	from 25 transactions per Calculation Period
4	Payment by various categories in MBANK - there are more than 15 categories in the Payments section in MBANK, make payments in various categories and complete this task	-	Payment by 2 various categories per Calculation Period	Payment by 3 various categories per Calculation Period	Payment by 5 various categories per Calculation Period	Payment by 8 various categories per Calculation Period
5	Portion of non-cash turnover - the ratio of all the money you spent in non-cash turnover (MBANK, POS, ECOM) against your total money turnover	-	-	from 40% per Calculation Period	from 50% per Calculation Period	from 60% per Calculation Period
OR						
	Loan - if you have an active loan in the Bank Kyrgyzstan, you took this loan more than 1 month ago, and the term of your loan is more than 1 month	-	-	from 5 000 to 49 999	from 50 000 to 99 999	from 100 000

2.2.1.1. If the transaction date falls on one calendar month, and the date of Bonuses accrual for this transaction falls on another calendar month, then such transaction is taken into account in the Calculation Period in which the Bonuses for this transaction were accrued.

2.2.1.2. There are the following restrictions on the tasks - Money Turnover and Number of Transactions:

- Transfers by phone number (within MBANK);
- Phone balance replenishment;
- Replenishment of any electronic wallets;
- Transfers to other banks;

- Loan repayment.

2.2.2. Table 2 gives a description of the Rewards available to the Participant at each Level.

Table 2.

Level name	List of Rewards
Standard Level	<input type="checkbox"/> up to 4% Bonuses when purchasing from Partners
Bronze Level	<input type="checkbox"/> up to 8% Bonuses when purchasing from Partners
Silver Level	<input type="checkbox"/> up to 12% Bonuses when purchasing from Partners
Gold Level	<input type="checkbox"/> up to 16% Bonuses when purchasing from Partners <input type="checkbox"/> online loans reduced interest -2% from the prevailing rate at the time of loan application
Platinum Level	<input type="checkbox"/> up to 20% Bonuses when purchasing from Partners <input type="checkbox"/> online loans reduced interest -4% from the prevailing rate at the time of loan application <input type="checkbox"/> quick call to the Bank's contact center <input type="checkbox"/> Conversion of Bonuses to Compensation

2.2.3. There is a limit on Bonuses Conversion to Compensation in the amount of 10,000 KGS per month.

2.3. The Levels are assigned by the Bank to the Participants based on the results of the Calculation Period, depending on the Participant's activity and his actions in accordance with Table 1, the Participant is entitled to use one or several Payment Accounts of the Participant, as well as one or several Bank Cards issued to the Participants, if the currency of these Payment Accounts and Bank Cards is a Kyrgyz som.

2.4. The Bank reserves the right to unilaterally change and lower the Participant's Level, if, in the Bank's opinion, the Participant's actions contain elements of: abuse of the Rules; dishonest actions and/or violations of the Program by the Participant and/or abuse of the rules of the Promotions and/or Rewards, and/or any Rewards provided to Participants within the Program.

2.5. When joining the Program, the Participant is assigned the Silver Level, which is valid during the Grace Period and the first Calculation Period following. If the Participant has not completed tasks at levels higher (Gold and Platinum), then the Participant moves to a level higher on the 1st day of the next month.

2.6. When re-joining the Program, the Participant is assigned a minimum Standard Level, which is valid until the next Calculation Period.

2.7. A change (increase) in the Participant's Level can also be made by the Bank according to the rules of the Promotion held on the basis of the Program for the period set in such rules.

2.8. The Rewards provided to the Participant within the Level are not accumulated and are not transferred from the Calculation Period; they are disabled from the 1st (first) day of the Calculation Period.

### 3. Bonus Accrual Rules:

3.1. The Bank credits Bonuses to the Participant's Bonus Account for Bonus transactions made using Access Tools for the purpose of purchasing goods for the Participant's personal purchase in the territory of the Kyrgyz Republic from Partners and not containing signs of abuse of the Rules.

3.2. The Bank accrues Bonuses only to those Partners who are listed in the Our Partners List in the Bonus section of the MBANK Mobile Application. The maximum amount of Bonuses cashback when purchasing from these Partners is also indicated in this section.

3.3. At the Levels: Standard, Bronze, Silver, Gold, Platinum, if the Participant makes a Bonus transaction using Access Tools, the Bank calculates and accrues Bonuses based on the rules specified in Table 3.

Table 3.

		Bonuses cashback portion depending on Level				
		Standard	Bronze	Silver	Gold	Platinum
Max. Bonuses cashback when purchasing from Partners	<b>1%</b>	0.5%	0.5%	1%	1%	1%
	<b>3%</b>	0.5%	0.5%	1%	2%	3%
	<b>5%</b>	1%	2%	3%	4%	5%
	<b>10%</b>	2%	4%	6%	8%	10%
	<b>15%</b>	3%	6%	9%	12%	15%
	<b>20%</b>	4%	8%	12%	16%	20%

3.3.1. The accrued amount of Bonuses within the period specified in clause 3.4 of these Rules is taken into account in the Participant's Bonus Account.

3.3.2. If the transaction date falls on one calendar month, and the date of Bonuses accrual for this transaction falls on another calendar month, then such transaction is taken into account in the Calculation period in which Bonuses were accrued for this transaction.

3.4. Bonuses accrual by a general rule, is made within a few minutes from the moment the Participant makes a Bonus transaction, if the transaction was made through a QR code; within 5 (five) business days – if the transaction was made through the Bank Card in the Bank's POS/SmartPOS/MPOS terminals. Taking into account the technical features of making debit transactions, the Bonuses accrual period can be up to 40 (forty) business days.

3.5. When debiting Bonuses from the Participant's Bonus Account, Bonuses are not accrued for such a transaction: neither when paying for goods partially with Bonuses, nor in full.

3.6. The Bank is entitled to suspend the Bonus accrual procedure and/or carry out the Bonus Account Blocking procedure for the period of consideration of the situation considering the Participant's actions for the abusive elements of the Rules, dishonest actions and/or violation of the Loyalty Program and/or Abuse of the Rules of Promotions and/or Rewards, any or the Rewards provided to Participants within the Program Levels.

3.6.1. The Bank informs the Participant about the procedure for Blocking the Bonus Account on the grounds set in clause 3.6 of these Rules by sending an SMS message and/or through the contact center to the Participant's mobile phone number registered in the Program and/or to the email address registered in the Program and /or by posting information in PLC and/or MP.

3.6.2. Within 30 (thirty) calendar days from the receipt date of information from the Bank about the procedure for Blocking the Bonus Account, the Participant may contact the Bank to review the situation.

3.6.3. In case if:

3.6.3.1. within 30 (thirty) calendar days from the receipt date of information from the Bank about the procedure for Blocking the Bonus Account, the Participant failed to contact the Bank to analyze the situation, or

3.6.3.2. within 5 (five) business days from the date of request receipt from the Bank to confirm the validity of Bonus transactions or to settle disputes in respect of Bonuses write-off and/or accrual of this Participant, the Participant failed to provide the necessary information,

The Bank is entitled to unilaterally recognize the Participant's actions as abuse of the Rules, dishonest and/or violating the Program and/or abuse of the rules of Promotions and/or Rewards, any Rewards provided to Participants within the Program Levels, and Bonuses accrued within such actions as the result of abuse of Rules.

4. Return of goods

To the Program Participant

4.1. If the Partner receives information that the Participant returned to the corresponding Partner's outlet the goods purchased at this Partner's outlet, and if Bonuses were accrued for this purchase, the Bank cancels the accrued Bonuses for this transaction from the Bonus account of the corresponding Participant. If the Participant has spent the Bonuses to be canceled within goods return, then the Participant's Bonus Account will go into the negative, and the debt will be repaid from the next Bonus accruals until full repayment.

4.2. If the Participant has returned the goods purchased using Bonuses (in whole or in part), the Bonuses will not be returned.

4.3. In case of partial return of goods, the Bonuses are written off in proportion to the cost of the returned goods.

4.4. If the goods are returned between two calendar months and the Program Levels of the Participants change, Bonuses cancellation, due to technical reasons, is assumed by the lowest Level.

5. Rules for Bonuses write-off

5.1. The Bank writes off the Bonuses from the Participant's Bonus Account only in cases of payment through MBANK.

5.2. There are the following restrictions on Bonuses write-off:

- Transfers by phone number (within MBANK);
- Phone balance replenishment;
- Replenishment of any electronic wallets;
- Wire transfers to other banks.

5.3. Bonuses write-off when they are converted to Compensation is made according to the rules of Levels or individual Promotions held on the basis of the Program. The Bank is entitled to set the Bonus Rate and restrictions on the Bonuses conversion to Compensation, and make a decision on the execution of the

Participant's application for conversion.

5.4. To provide the Participant with an Incentive, the Bank is entitled to transfer information on the Participant's Bonus Account to Partners.

5.5. Bonuses write-off is made on the nearest date of Bonus cancellation according to the Bonuses service life (more details in clause 5.9.1).

- 5.6. When Participants purchase goods using Rewards at Partners' retail outlets, the Bank writes off Bonuses from the Participants' Bonus accounts at the rate: 1 Bonus = 1 KGS.
- 5.7. When writing off Bonuses to pay for goods, the Participant can only spend the entire amount of accumulated Bonuses.
- 5.8. The Bank is entitled to suspend the Bonus write-off procedure (Bonus Account Blocking procedure) for the period of investigation to determine whether the Participant's actions contain elements of abuse of the Rules and/or violation of the Program Rules and/or abuse of the Rules of Promotions and/or Incentives, any Rewards provided to Participants within the Program Level.
- 5.9. The Bank is entitled to make the Bonus cancellation procedure on the following grounds:
- 5.9.1. The Bonuses accrued to the Participant's Bonus Account must be used by the Participant within 3 (three) years from the date of the Bonus accrual procedure. If the Bonuses have not been used by the Participant for 3 (three) years or more from the date of their accrual, the Bank makes the Bonus cancellation procedure;
- Bonuses cancellation occurs on the last day of the calendar month, at the beginning of this calendar month, an information message is sent to the Participant with the amount of Bonuses, which are cancelled if the Participant fails to spend them in this calendar month;
- 5.9.2. If the Participant disabled the Loyalty Program;
- 5.9.3. If the Participant is excluded from the Program by the Bank;
- 5.9.4. in case of goods return which purchase credited Bonuses to the Participant's Bonus Account, the amount of Bonuses accrued, upon the purchased goods return, is canceled;
- 5.9.5. if the Bonuses were credited incorrectly resulted in a technical failure and/or software failure;
- 5.9.6. in case when the Bonuses accrual or Rewards receipt by the Participant resulted in abuse of the Rules, Program Abuse, and/or Abuse of the Promotions rules and/or Rewards, any Rewards provided to 36 Participants within the Program Levels, or dishonest actions of the Participant;

**6. Other provisions:**

- 6.1. The Program Participant agrees to collect a paper trail for the purchase of goods using the Access Tools and identifying the goods for 6 (six) months from the transaction date and agrees to present them to the Bank within 5 (five) business days from the date of a request to confirm the validity of Bonus transactions or to settle disputes in respect of Bonuses write-off and/or accrual for a given Participant.
- 6.2. In the event of Program termination and not used Bonuses by the Participants within the deadline set by clause 2.15 of the Program, Bonuses on the Bonus Accounts of the Participants shall be fully cancelled.
- 6.3. From the date of Program termination, the Bank closes all Bonus Accounts, cancels all Bonuses accrued by the Participants, and the Bank ceases any payments and/or compensation in favor of the Participants.
- 6.4. From the moment of notification specified in clause 2.15 of the Program, the Bank ceases to accrue Bonuses. At the same time, Bonuses write-off and conversion for reimbursement will proceed.
- 6.5. Based on the Loyalty Program, the Bank is entitled to:
- 6.5.1. special promotions intended to change (increase) the level of Participant's rewards;
- 6.5.2. promotions with the use of Bonuses accrued by the Participant;
- 6.5.3. shares with terms defined for each individual promotion.
- 6.5.4. other promotions aimed at developing and increasing consumer loyalty to the participating companies and the Program on the whole, initiated by the participating companies and followed by rewards for the participants.

**Annex 10**

to the Public Offer for the  
Conclusion of the Individual  
Banking Services Agreement with  
OJSC "Mbank"

**CONSENT of the personal data subject to the collection, processing and transfer  
of his/her personal data**

Locality, date

I, \_\_\_\_\_ (last name, first name,  
patronymic), residing at the address: \_\_\_\_\_. Identity  
document: \_\_\_\_\_ (type of document) series \_\_\_\_\_ No.  
\_\_\_\_\_ issued \_\_\_\_\_ (date of issue) (issued by)

(for authorized persons) acting on behalf of

\_\_\_\_\_ (last name, first name, patronymic) residing at the  
address:

\_\_\_\_\_. Identity document:  
\_\_\_\_\_ series \_\_\_\_\_ No. \_\_\_\_\_ (type of document)  
issued \_\_\_\_\_ (date of issue) (issued by) on the basis of

\_\_\_\_\_ (power of attorney, law, other legal act) freely,  
consciously, of my own free will, I give full and unconditional consent to the OJSC MBank (official  
website: [www.mbank.kg](http://www.mbank.kg), address: 1/2 Maxim Gorky Street, Bishkek, 720033, Kyrgyz Republic.):

- for the processing of personal data in accordance with the Procedure for obtaining consent  
from the subject of personal data for the collection and processing of his personal data, including in the  
form of an electronic document, including the purposes of providing state and municipal services,  
approved by the order of the State Agency for Personal Data Protection under the Cabinet of Ministers  
of the Kyrgyz Republic dated April 15, 2025 No. 27 (any transaction or set of transactions performed,  
regardless of the methods, by the OJSC MBank or on its instructions, by automatic means or without  
them for the purpose of collecting, recording, storing, updating, grouping, blocking, erasing and  
destroying personal data), as well as for:

- transfer of personal data (provision of the OJSC MBank to third parties in accordance with the  
Law of the Kyrgyz Republic "On Personal Information", with the Procedure and form for notifying the  
subject of personal data about the fact of transfer of his personal data to a third party, approved by the  
order of the State Agency for Personal Data Protection under the Cabinet of Ministers of the Kyrgyz  
Republic dated April 15, 2025 No. 26, and international treaties);

- cross-border transfer of personal data (transfer of personal data by the OJSC Mbank to holders  
under the jurisdiction of other states);

- to store correspondence received through electronic communication channels (including, but not  
limited to, instant messengers and social networks WhatsApp, Telegram, Instagram, Facebook), in order to  
protect the interests of the client and comply with the minimum requirements for the procedure for the  
provision of banking services and the consideration of consumer appeals, as well as other regulatory legal  
acts.

The above consent also applies to the following personal data: last name, first name, and  
patronymic (previous last name, first name, patronymic, date, place, and the reason for change (if any));  
date and place of birth; citizenship information (including previous citizenship, other citizenships);

Public Offer of Personal Banking

education information (name and year of graduation from the educational organization, name and details of the education document, qualifications, field of study, or specialty according to the education document); information on the availability of an academic degree; information on knowledge of foreign languages, level of proficiency; address of place of residence (place of accommodation); contact telephone number or information on other means of communication; type, series, number of identity document, name of the issuing authority, date of issue; taxpayer identification number; marital status, family composition, and close relatives; information on employment history (including military service, part-time work, entrepreneurial activity, activity based on contracts for the provision of services, etc.); state awards, other awards and distinctions (by whom awarded and when); information on the presence or absence of a criminal record, including information on disciplinary and administrative liability measures applied and liability for committing misdemeanors and violations; information on income, expenses, property and property-related liabilities; personal photograph).

I provide the above personal data for processing for the purpose of providing banking services by the OJSC MBank in accordance with the Law of the Kyrgyz Republic “On Banks and Banking Activities”.

I hereby confirm that I have been notified of the transfer of my personal data (including cross-border transfer) to the personal data processors Closed Joint Stock Company “CSI” (address: 112/1, apt. 7B Toktogul Street, Bishkek, Kyrgyz Republic), EDNA KAZAKHSTAN LLP (address: 7/9, locality 174 Egizbayev Street, Bostandyk District, Almaty, Republic of Kazakhstan) within the framework of contractual relations with the Bank on information technology interaction.

Consent to the processing of personal data is without time limit (valid permanently for the purposes of supervision and licensing) and is valid from the date of signing this consent.

" \_\_\_ " \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name

to the Public Offer for the  
Conclusion of the Individual  
Banking Services Agreement with  
OJSC "Mbank"

**RULES for Using Cards  
of the International Payment System VISA, Mastercard and the National Payment System  
ELCARD (hereinafter referred to as the Rules)**

**1. GENERAL PROVISIONS**

1.1. These Rules regulate the procedure for issuing and servicing local and international bank payment cards in the Bank, opening, maintaining and closing bank accounts on which transactions are made using payment Cards, the terms of servicing individuals who have received a Bank payment card, and the procedure for making transactions using Bank payment cards (hereinafter referred to as the Rules) of MBank OJSC (hereinafter referred to as the Bank), and the Application Form for receiving banking services, duly completed and signed in person, electronically or with a graphic signature (hereinafter referred to as the Application Form), together constitute the basis for concluding a Banking Services Agreement (hereinafter referred to as the Agreement) between the Client and the Bank.

1.2. The Agreement shall be deemed to be concluded from the moment of receipt the Application Form by the Bank, executed in written or electronic form according to the established sample and signed by the Client with the presentation of an identity document. It allows signing with using an analog of a handwritten signature, a graphic signature (on a tablet) or a qualified electronic signature, if this is provided for by the rules of this Agreement.

1.3. In the event that the Client's personal data matches the data of persons included in the sanctions lists of the Kyrgyz Republic and/or in the lists of persons, groups and organizations with respect to which there is reasonable information or suspicion of their participation in the legalization (laundering) of criminal proceeds, financing terrorist or extremist activities, including the proliferation of weapons of mass destruction, the Bank, guided by the requirements of the legislation of the Kyrgyz Republic, including the Law of the Kyrgyz Republic "On Combating the Financing of Terrorist Activity and the Legalization (Laundering) of Criminal Proceeds" (hereinafter referred to as the Law CFTA/LCP), as also other regulatory legal acts adopted for the purpose of implementing the said Law, has the right, without prior notice to the Client, to suspend transactions, block (freeze) funds in accounts, refuse to execute the Client's instructions to perform transactions, including refusing to open or to servicing bank accounts and cards, and also terminate previously concluded agreements banking services. The application of the specified measures shall carry out in the manner established by the current legislation and internal regulatory documents of the Bank, in the presence of appropriate grounds and/or receipt of information from authorized bodies.

1.4. The form of the Agreement is uniform and shall apply by all separate structural divisions (hereinafter referred to as SSD) of the Bank, regardless of the territorial location of the SSD of the Bank, in which the Application Form was accepted and the Agreement was concluded in accordance with paragraph 1.1. of these Rules, and applies to the products/services of the Bank provided by the Bank.

1.5. The Agreement applies to any demand Bank accounts/deposits, cards, remote service channels, mobile application, including any other products and services opened and used by the Client both before and after conclusion the Agreement/accession to the Rules, opened/provided to the Client as part of the provision of banking services.

1.6. The Bank has the right to additionally request from the Client documents related to the transaction carried out on the Client's bank accounts, confirming the legality and economic feasibility of the transaction(s) (invoices issued for payment to the Client, agreements, contracts, invoices, etc.). In the event of the Client's refusal to provide the Bank with the requested documents, the Bank, in accordance with the legislation of the Kyrgyz Republic, has the right to refuse to carry out the transaction and/or unilaterally terminate this Agreement and close the Client's account(s).

1.7. The Client's Bank Account shall not be used to conduct transactions related to the Client's business activities or to the Client's payment for contracts and agreements concluded with/between legal entities as a third party (hereinafter referred to as business activities). The Bank shall not execute the instructions of the Client and/or third parties that clearly indicate the Client's business activities. In these Rules, "instructions" shall mean any orders, assignments or instructions on conducting transactions on the Client's account, transmitted to the Bank in any form stipulated by the Agreement, including written, electronic, oral (with identification), through remote service channels or otherwise established by the Bank.

1.7.1. In the event that the Bank receives instructions from the Client and/or third parties related to the Client's business activities, as well as receipt of funds in favor of the Client from third parties received as a result of the Client's business activities, the Bank shall not execute these instructions, orders. The funds shall return to their sender in an uncontested manner.

1.7.2. In addition to the Client's personal funds, wages, royalties, pensions, alimony, social benefits, funds from another Bank Account, payments related to inheritance, fees for the sale of personal property belonging to the owner of the Bank Account, money transfers (including those carried out through money transfer systems without opening an account) and other receipts and payments, including loan payments, may be credited to the Bank Account of individuals.

1.7.3. From the Bank account of an individual, the Client may make payments of a personal nature, including payments for goods purchased for personal purposes (services rendered), loan repayments, money transfers (including those carried out through money transfer systems without opening an account), utility payments and other similar payments of a personal nature.

1.8. When providing services/conducting transactions through Bank's SSD within the framework of the Rules for receiving banking services:

1.8.1. Identification of the Client by the Bank shall carry out pursuant to the identity document (hereinafter referred to as the ID) of the Client;

1.8.2. The Client is considered identified if the details of the Client's ID contained in the Automated Banking System (hereinafter referred to as the ABS) of the Bank match and/or based on confirmation of the validity/reliability of the ID data in the database of the state body authorized to collect, process, store and provide information on the current IDs of citizens of the Kyrgyz Republic.

1.8.3. Verification of the Client by the Bank carries out:

- based on entering the correct PIN; and/or
- based on the Client ID; and/or
- based on the Client entering at the Bank's POS terminal a code received in an SMS message generated by the Bank to the Client's Trusted Number registered for access to receiving banking services via SMS messages; and/or
- based on the Client entering the Code received in an SMS message generated by the Bank for receiving banking services in the MBank Mobile Application and Agent offices.

1.9. Provision of services/conducting transactions outside of Bank's SSD carries out using remote service facilities (hereinafter referred to as RSF).

1.9.1. Identification and verification of the Client by the Bank may carry out through RSF:

- based on the Client's ID; and/or
- an electronic document provided for by the Agreement/Rules and/or the legislation of the Kyrgyz Republic.

1.10. The opening and servicing of certain types of Bank accounts not included in these Rules, and provision of banking services/products may regulate by separate contracts/agreements/rules/terms of service concluded/established both before and after the Client's consent and acceptance of these Rules/conclusion of the Agreement.

1.11. The Bank has the right, without prior notice to the Client, to write off monetary amounts from the Client's Bank accounts:

1. on the basis of executive documents at the request of authorized state/judicial bodies and other persons to whom such right is granted by the legislation of the Kyrgyz Republic;
2. amounts erroneously or excessively credited by the Social Fund bodies to the Client's account of funds (pension);
3. any other amounts erroneously credited to the Client's Bank account(s);
4. Bank fees for banking services rendered in accordance with the Bank's Tariffs;
5. amounts to repay the provided loan/overdraft/technical debt on the Bank account and the established interest, and also other amounts of money under the Client's obligations to the Bank, including those not related to banking services, but arising from other legal relations between the Bank and the Client.

1.12. The Client grants the Bank an unconditional and indisputable right to write off funds from the Client's Bank accounts without acceptance in the amount and under the terms of these Rules, without additional acceptance by the Client of the Bank's payment orders, including operations for direct debiting of the account and other Client's Bank accounts.

1.13. The Bank guarantees the Client banking secrecy on his/her Bank accounts. Provision of information on the Client's transactions and Bank accounts to third parties, as well as suspension of transactions on the Bank account (except for cases stipulated by this Agreement), shall carry out exclusively in the cases and in the manner stipulated by the legislation of the Kyrgyz Republic and this Agreement/Rules.

1.14. Use of the Card means the Client's full and unconditional consent to the terms of these Rules, the Public Offer and the Agreement. The Client undertakes to duly comply with the terms of the Agreement/Rules.

1.15. The Bank has the right unilaterally make changes to the Agreement/Rules/Rates, change the version of the Agreement/Rules/Rates, and information about the changes shall submit to the Client through the Mbank mobile application/SSD Bank information stands, and/or the Bank's Official Website.

1.16. In case of the Client's disagreement with the change of the Agreement/Rules/new version of the Agreement/Rules, the Client has the right to terminate the Agreement by notifying the Bank in writing by submitting an application for termination in the form established by the Bank/or in free written form - by submitting it to the Bank's SSD, in the form of an electronic message (SMS/message to a messenger) - by sending it to the messenger (WhatsApp and/or Telegram) of the Bank's Contact Center, specified on the Official Website of the Bank. The Client must send an electronic message about the termination of the Agreement from his/her phone number registered in the Bank's system and indicating the Client's Authentication Data. If the Bank does not receive a written notice from the Client about the termination of the Agreement before the new Rules/new version of the Agreement come into force, the Bank considers this to be an expression of the Client's consent to the changes/new version and acceptance of the Rules/Agreement.

1.17. In the event that the Client has complaints/claims related to the provision of banking services by the Bank's SSD on/outside the territory of the Bank's SSD using RSF, the Client has the right to submit a statement regarding the action/inaction of such Bank's SSD through the Official Website of the Bank or the Bank's Contact Center.

1.18. All banking operations may carry out by third parties on behalf of the Client only based on a power of attorney certified in the manner established by the current legislation of the Kyrgyz Republic.

1.19. Cash services in the premises of the Bank's SSD.

1.19.1. Cash services include the acceptance, issuance, recounting, and exchange by the Bank of cash in national and foreign currency during the Operating Day of the Bank's SSD in the manner established by the current legislation of the Kyrgyz Republic, with the payment of commissions in accordance with the Bank's Tariffs.

1.19.2. Cash withdrawals from the Client's Bank Account shall make within the limits of the available balance of funds in the Client's Bank Account.

1.19.3. The Client in cash at any SSD of the Bank may receive funds during the Operational Day established at such SSD of the Bank, upon presentation of the ID, in the manner established by the current legislation of the Kyrgyz Republic and the internal regulatory documents of the Bank (hereinafter referred to as IRD).

1.20. These Rules have been developed in accordance with the current legislation of the Kyrgyz Republic (hereinafter referred to as the KR), regulatory legal acts of the National Bank of the Kyrgyz Republic (hereinafter referred to as the NBKR), and the conditions of local and international payment systems.

## 2. TERMS AND CONVENTIONS

2.1. **Authorization** is a procedure of confirmation by the Bank of the Client's authority to carry out an operation using a bank payment card (transaction), as a result of which the Issuing Bank has an obligation to the Acquiring Bank to execute a payment document drawn up using the Issuing Bank Card. Authorization can be automated (via a terminal) or voice (via telephone communication). If the Issuing Bank and the Acquiring Bank are the same person for an operation carried out using a bank payment card, then authorization is permission granted by the Issuing Bank to the Client to carry out this operation.

2.2. **Card cancellation** means recognition of the Card as invalid and its withdrawal from circulation by the Bank.

2.3. **Issuing Bank** is a Bank participating in the payment system, issues (emitting) Cards, and is liable for obligations to other banks – participants in the payment system.

2.4. **Bank Payment Card (hereinafter referred to as the Card)** is a payment instrument used by the Cardholder when making payments for the purchase of goods, services, receiving cash in national and foreign currencies, making money transfers, including payments through POS terminals/other devices and other operations, as well as a means of accessing the account for the Cardholder to manage the funds in the account. The Card is the property of the Issuing Bank and provides for use by the Cardholder in accordance with the terms of the Agreement. The Card can be digital/plastic/tokenized (digitalized).

2.5. Depending on the method of issue and purpose, the Bank may issue the following **types of Cards**:

- Primary Card – a card issued in the name of the Client — the account holder.
- Additional Card – a card issued at the request of the primary card holder and linked to the same account. The primary cardholder is responsible for the transactions. The name on the Additional Card (embossed name) indicates in accordance with the data of the Additional Card Holder specified in the Account Holder's application.
- INSTANT – a pre-issued instant card without the holder's name, linked to the Client's open account. Valid for 3 years.
- Virtual Card – a bank card that does not have a physical medium, issued in electronic format. It is intended for transactions on the Internet, as well as in RSOs using POS terminals, subject to tokenization or linking to a mobile device.
- Visa Junior is a bank payment card intended for non-cash payments by minors (aged 7 to 14 years) and can be used to pay for goods and services, as well as to withdraw cash (within established limits).

2.6. **Bank Machine or ATM (Automatic Teller Machine)** – a hardware and software complex

for issuing and obtaining cash, receiving information on Transactions made by the Cardholder, making non-cash payments and issuing a card receipt for all types of transactions made, and performing other operations available to the Cardholder.

2.7. **Retail Banking Agent (hereinafter referred to as the Agent)** is a legal entity or individual entrepreneur who has signed an agency agreement with the Bank to provide retail banking services on behalf of the Bank, including through the retail agent network.

2.8. **Contactless Payment** is a payment made without physical contact between the card and the card reader or terminal.

2.9. **Card Blocking** is a complete or temporary ban on transactions using the Card.

2.10. **Dispute/Chargeback** – the Bank's refusal to make a payment for the Client's transaction, which is expressed in debiting the acquirer's account for the amount of the disputed transaction by the Client. The acquirer receives a message containing the reasons and justifications for which the chargeback was made.

2.11. **Verification** is a procedure for checking the identification data of the client and/or beneficial owner, certifying the legitimacy of the Client's (the Client's authorized representative) application to the Bank, including when applying via RSF, to obtain information on accounts/deposits and other products in the Bank in the manner prescribed by the Agreement.

2.12. **Visa Direct** is a VisaNet-based technology that enables secure and convenient real-time money transfers between cardholders worldwide.

2.13. **Visa Plus** is an international ATM network united under the PLUS brand, providing Visa cardholders with the opportunity to withdraw cash from ATMs that support this system. The presence of the PLUS logo on an ATM or card indicates compatibility with this system.

2.14. **Remote Service Facilities (RSF)** – Bank channels/devices through which the Client can be provided with services/banking products (hereinafter referred to as Services): Bank self-service devices, Bank official website, MBank mobile application, Bank Contact Center, Payment terminals at Bank partners, Mobile applications of Bank agents/subagents.

2.15. **Trusted Number** - a mandatory procedure for registering a mobile number belonging to the Client/in use by the Client. The Client on a tablet uses the confirmation code sent to the Trusted Number as an analogue of the Client's handwritten signature /electronic signature/graphic signature with a stylus.

2.16. **Trustee** is an individual who represents the interests of another individual by virtue of powers based on a power of attorney.

2.17. **Client Authentication Data** – Client's passport data (number, expiration date, issue date), PIN, contact details, registration address specified in the Application – Questionnaire/Application for receiving a Card, or in other written documents provided by the Client to the Bank, as also the Confirmation code used by the Parties to identify the Client by telephone/messenger.

2.18. **Debt** is the Cardholder's debt to the Bank in accordance with the Agreement (including the amount of the Technical Overdraft, and, if any, accrued interest on the specified amounts of remuneration and other losses/expenses incurred by the Bank).

2.19. **Identification** – establishing the identity of the Client (the Client's authorized representative) when he/she applies to the Bank to perform transactions or obtain information on the Client's bank accounts in the manner prescribed by the Agreement/Rules.

2.20. **Information Message** – any information message from the Bank sent to the Client as an SMS message and/or as a Push notification (to the Bank's Mobile Application). One-time passwords/codes, messages to confirm transactions on the account/receipt of banking services sent to the Client as SMS messages to the Trusted Number specified in the Questionnaire - Application.

2.21. **Bank Contact Center** is an information support service, remote servicing for Bank products/services, and provision of Bank products/services. The service provides when contacting the Bank Contact Center by phone/messengers indicated on the Bank's Official Website/on the back of the Card, or when the Bank makes an outgoing phone call/message to the Client.

2.22. **Code Word** is a conventional word or phrase established by the client when concluding an agreement with the bank, which shall use for additional identification of the client's identity when contacting the bank via remote channels (by phone to the contact center).

2.23. **Authorization Limit** is the maximum amount of funds available to the Holder of a

bank/payment Card for performing transactions using bank/payment Cards.

2.24. **MOTO (Mail Order/Telephone Order)** is a payment order from a Bank Client, drawn up using the Card details, for example, hotel or car reservations by telephone or via e-mail, fax, etc.

2.25. **Merchant** is a seller of goods or services who accepts cards for payment.

2.26. **Unauthorized Payment** is a payment made in violation of the requirements of an authorized payment. Unauthorized payments are also payments made using counterfeit Cards.

2.27. **Trigger Balance** is the amount blocked on the card account for the proper fulfillment by the Client of their obligations under this Agreement. The amount of the Trigger Balance shall determine by the Bank's Tariffs.

2.28. **Abnormal Situation** is a situation that cannot be resolved by the built-in automatic risk management tools of a separate payment system of the Bank in accordance with the rules and technology of the system's operation and requires specially organized activities of the operator's/Bank's personnel to resolve it.

2.29. **NFC (Near Field Communication)** is a short-range wireless/contactless data transfer technology that enables data exchange between devices and/or a card and a device.

2.30. **Separate Subdivisions of the Bank (SSD)** are subdivisions of MBank OJSC that provide services to individuals, the list of which is posted on the Bank's Official Website.

2.31. **Confirmation Code** – one-time digital information received via remote communication channels, which can be used to authenticate the Client when contacting the Bank's Contact Center (used in the case of technical implementation).

2.32. **Payment Terminals of Partners** - electronic software and hardware devices or hardware and software systems located at the Bank's partners, intended for performing transactions using bank card/account data, including for receiving services within the framework of these Rules from the Bank's partners with whom the Bank has entered into cooperation agreements.

2.33. **PIN Code** – 4 (four) or more digit Personal Identification Number (secret code), consisting of digits and used to identify the Cardholder when performing card transactions in automated mode. The PIN code is analogous to the Client's handwritten signature.

2.34. **PIN Envelope** – a special sealed envelope issued to the Cardholder, containing an insert with printed PIN code.

2.35. **Cash Dispensing Office (CDO)** - Cash acceptance and/or issuance point, a suitably equipped place (premises) for carrying out operations for issuing and/or receiving cash, making payments, including using Cards.

2.36. **Payment System (hereinafter referred to as the System)** – Payment system of settlements using bank payment cards (system of settlements using cards) – a set of norms, standards, rules, institutions and software and hardware for organizing settlements using cards/other instruments. Payment systems divide into local, national and international:

**National Payment System (Elcard)** is a system of settlements using cards issued by one (single-issue) or several (multi-issue) issuers on the territory of the Kyrgyz Republic. Cards of local systems can be serviced in peripheral devices according to the terms of the agreement between the participants and the systems.

**International Payment System of Settlements using Bank Payment Cards (International Payment System) (VISA, Mastercard)** is a system of settlements using international cards issued and serviced in accordance with the requirements of the operators of these systems and the legislation of the Kyrgyz Republic. The system establishes certain rules for the implementation of mutual settlements in foreign currency for payments using cards between participants in the system.

2.37. **POS Terminal** is a banking equipment installed in a trade and service enterprise for accepting payment for goods and services using payment cards, electronic wallets and/or other remote service tools, as also issuing cash from bank cards.

2.38. **Processing Center** is a legal entity that provides information and technological interaction between participants of Payment Systems and settlements.

- 2.39. **Transaction Register** is a document received by the Bank in electronic form from the Processing Center and containing information on Card transactions within a certain period for a specific card.
- 2.40. **Payment Card Details/Card Data** – a set of characters and numbers located on the front and back sides of the Card, and recorded on the magnetic strip and chip of the Card.
- 2.41. **Recurring Payment** – Automatic debiting of funds from the card based on previously set parameters.
- 2.42. **Authorized Payment** is a payment made using the Card, unless at the time of making the payment the Card was not blocked, its validity period had not expired, and its Holder used the Card to make payment.
- 2.43. **Stop List** - a list of Card numbers prohibited from being serviced in payment systems, transmitted to all Card Service Points to prevent the use of lost and stolen Cards.
- 2.44. **SMS Notification/Push Notification** – a service for informing the Client about transactions performed on the card and/or account, as also other actions or events stipulated by the terms of service.
- 2.45. **Daily Transaction Limit** – a limit on the maximum amount and/or number of transactions carried out using the Card, established in accordance with the Bank’s internal documents, upon exceeding which, at the discretion of the card service point, additional authorization of the transaction may carry out.
- 2.46. **Card Validity Period** - the period during which the Card can be used to perform transactions. Reissue of an expired Card shall carry out upon personal application or confirmation by the Client of the extension of the use of the Card through remote service facilities.
- 2.47. **VV/CVC Code** – Three-digit card verification code used for online payments.
- 2.48. **Service Provider** – A company (e.g. Google Pay) that provides payment services based on virtual cards.
- 2.49. **Tariffs** – a list of services established by the Bank and the amount of remuneration charged for the services, indicated on the Bank’s Official Website.
- 2.50. **Technical Overdraft** – an overdraft that occurs due to reasons beyond the Client’s control (for example, exchange rate differences, etc.).
- 2.51. **Bank Terminal Network** – a set of Bank devices designed for processing, transmitting data, issuing cash, conducting non-cash transactions, or receiving information on payment cards of the Payment System.
- 2.52. **Sales Receipt (Receipt)** is a document confirming the fact of payment made using a Card.
- 2.53. **Retail and Service Outlet (RSO)** - a legal entity or individual entrepreneur who, in accordance with the agreement concluded with the acquirer, accepts cards for payment of goods or services, issue cash with the preparation of documents confirming the transactions with the cards. Funds on a bank/payment card can be issued only if there is an agency agreement with the Bank and in accordance with the limits established by the regulatory legal acts of the NBKR, subject to compliance with the requirements of the legislation of the Kyrgyz Republic on the issues of CFTA/LCP in terms of the agent carrying out appropriate measures for simplified identification and verification of the Cardholder.
- 2.54. **Token** is a digital analogue containing payment information.
- 2.55. **Tokenization** is a system for protecting Card details by replacing these details with a Token provided by the IPS services.
- 2.56. **Transaction** is an operation using the Card when purchasing goods, services, exchanging currencies or receiving cash and other operations that result in the debiting or crediting of the Account for the Transaction amount.
- 2.57. **Three-Digit Card Verification Value CVV2** – a unique three-digit card verification value located on the back of the card, next to the magnetic strip, designed to conduct transactions for payment for goods and services/registration via the Internet and MOTO (i.e. remote payment by phone, by mail – mail order telephone order) transactions.
- 2.58. **Technical Overdraft** is a negative balance on an account that occurs as a result of transaction processing features.
- 2.59. **Technical Debt** – Client’s debt to the Bank, which arose due to insufficient funds at the time of execution of the transaction.

2.60. **Notifications** are the channels through which Clients receive notifications from the Bank (and/or SMS messages, and/or Push notifications, and/or WhatsApp, and/or Telegram, and/or calls, and/or official written notifications and other methods of communication).

2.61. **Self-Service Devices of the Bank (SSD)** - ATM, payment terminal – electronic software and hardware complex, TCR (Teller Cash Recycler) – in case of technical implementation, designed to perform cash withdrawal/acceptance operations without the participation of a Bank employee, including using payment cards, transmitting Client instructions on the transfer of funds from the Client's Bank account, etc.

2.62. **Acquirer** is a financial and credit institution that carries out acquiring of Cards.

2.63. **Acquiring** – conducting settlements on Card transactions performed by Cardholders at ATMs, POS terminals and other devices.

2.64. **Electronic Digital Signature (in case of technical implementation)** – SMS message, code, password, authorization data of the Client or other analogue of a handwritten signature specified in the Application-Form/Questionnaire/Application, used by the Client to confirm the Client's expression of will to perform the transaction and/or certifying the fact of preparation and/or familiarization and/or signing of an electronic message, electronic document, including an agreement/application/questionnaire in electronic form, concluded through RSF. The terms and procedure for using an electronic signature and signing an agreement with an analogue of a handwritten signature apply in accordance with the Procedure for the use of an electronic signature by individuals in MBank OJSC, posted on the Official Website of the Bank.

2.65. **Electronic Document** is a document generated in the SSD of the Bank/Agent and/or in the RSF using the automated systems of the Bank and in electronic form:

- the Client's order to the Bank to perform transactions on the Client's Accounts or other transactions, and/or
- the terms of the concluded agreement or the Client's application to conclude the agreement, and/or
- the terms of the previously given acceptance on the Accounts, and/or
- the terms of other transactions performed, including powers of attorney, and/or
- an agreement/consent, and/or
- the Client's application to receive/change the Bank's services or to refuse them, and/or
- information on the transactions performed by the Client, and/or
- the terms of other documents.

### **3. PROCEDURE FOR ISSUING AND SERVICING PAYMENT CARDS**

#### **3.1. Key Points**

3.1.1. The Bank, subject to the Client providing all documents required for opening card accounts, undertakes to open an account(s) for the Client in the currencies specified in the Client's application.

3.1.2. In the event that the Client opens new card accounts and/or receives additional services related to the use of bank cards during the term of this Agreement/Rule, its provisions shall automatically apply to such card accounts and services from the moment of their activation or opening.

3.1.3. The crediting of funds to the Client's card account received in favor of the Client (including such events as transfers, refunds on transactions, accruals, etc.) shall carry out by the Bank no later than the banking day following the day of receipt of supporting documents (statements) on the Bank's account in the relevant correspondent bank or payment system.

3.1.4. If the documents that are the basis for crediting funds to the Client's card account contain incomplete, distorted, inaccurate or contradictory information, or if such documents are missing, the Bank has the right to suspend the crediting of the said funds until receiving correct and reliable data that allows for the unambiguous identification of the Client and the purpose of the payment. The Bank also has the right to return the said funds to the sender, if applicable, to identify the recipient or if there is inaccurate information.

3.1.5. If crediting funds to the Client's card account is impossible for the above reasons, the Bank

has the right to credit temporarily the received amount to the internal account for recording unclarified amounts until receiving the necessary information. In case none confirmation the ownership of the amount for the period established by the Bank's internal regulatory documents, such amount may be credited to the Bank's income.

3.1.6. Transactions with funds on the Client's card account shall carry out based on the Client's order expressed using a bank card, including entering a PIN code, confirming the transaction in a mobile application, through tokenized devices or other provided authentication methods. Write-off of funds without a direct order from the Client allows only in cases stipulated by these Rules, the terms of use of the card, the Bank's Tariffs, and the current legislation of the Kyrgyz Republic.

3.1.7. The Client bears full and unconditional responsibility for the correctness of transactions using a bank card, including entering the recipient's details, the payment amount, confirming the transaction using a PIN code, one-time password (OTP), biometric or other authentication methods provided by the Bank. In the event that the Client pays for goods and services with erroneous or inaccurate details, responsibility for the possible consequences of such errors rests with the Client.

3.1.8. The Client shall not have the right to make a claim to the Bank for the return of funds for transactions confirmed using a bank card, as well as in the presence of digital confirmation, including an SMS code, one-time password or other form of identification recognized by the Bank as sufficient for authentication of the Client.

3.1.9. The Client agrees that the identification and verification methods are sufficient and appropriate to confirm the Bank's right to conduct transactions using the bankcard and the card account associated with it.

3.1.10. The services provision related to the issuance and servicing of bank cards, implementation of transactions using the card, as provided for by these Rules, shall carry out only in the event of successful identification and verification of the Client.

3.1.11. Processing of the Client's data by the Bank during identification and verification shall carry out only if the Bank has the Client's consent to the processing of his/her personal data in written/electronic form, and if it is technically possible.

3.1.12. The Bank has the right to refuse a transaction using a bank card, and to provide information on card accounts, if the Client has not completed the identification and/or verification procedure in the manner established by the Bank, and also if the balance on the card account or the established limit are insufficient to carry out the transaction and/or write off the commission stipulated by the Bank's Tariffs.

3.1.13. Documentary confirmation of the fact that the Client has performed a transaction on the card account is an electronic document generated in the automated banking system (ABS) and/or other confirmation of the transactions performed in the Bank's ABS, confirming the identification and verification of the Client, and the transaction performed in the system.

3.1.14. The Bank has the right to demand presentation of the ID in cases established by the legislation of the Kyrgyz Republic, Bank's IRD, and also in the event of doubts about the legality of using the Account.

3.1.15. Client has the opportunity to issue an order to the Bank for the periodic transfer of funds from the card account in the form of a Regular payment from their Accounts. The Bank executes these orders if there are sufficient funds on the card account (within the spending limit for the Account) to which the order is issued, taking into account the validity period of the issued order.

3.1.16. The Bank shall not be liable for the Client's errors related to the execution of orders for operations on the bank card, including duplication of details or payments. In cases of unjustified or erroneous transfer of funds initiated by the Client, including regular write-offs, the responsibility for settling the issue of the return of such funds lies with the Client.

3.1.17. Crediting of funds to recipients' accounts, including when the Bank carries out depositing cash through self-service devices, transferring between the Client's own card accounts, or through other remote service channels, no later than the next banking day following the day of the transaction.

3.1.18. All operations with bankcards, including transfers, payment for goods and services, cash withdrawals and other transactions, shall carry out in accordance with the Bank's Tariffs in effect at the time of the relevant operation.

3.1.19. The Bank shall not be liable for failure to execute or delays in executing transfers using a

bankcard if such delays or failures caused by the actions or inaction of correspondent banks, payment systems, telecom operators, payment agents, and other third parties involved in the transaction, for reasons beyond the control of the Bank.

3.1.20. The Client has the right to authorize third parties to carry out actions on the bank account by executing a power of attorney in accordance with the requirements of the legislation of the Kyrgyz Republic.

3.1.21. Client undertakes to notify immediately the Bank in writing or by other means of communication agreed upon by the Parties in the event of a change in persons authorized to manage the account based on the Power of Attorney, or early termination of their powers, and to submit original documents confirming such changes. Otherwise, the Bank shall not be liable for the actions of persons authorized to manage the Account based on the Power of Attorney.

3.1.22. Client undertakes to notify the Bank in writing or via other means of communication agreed upon by the Parties within 5 (five) Banking Days in the event of a change in the ID details, trusted number, registration address, location, payment details, contact information, or other data that is important for fulfilling the terms of this Agreement, and to provide the Bank with original documents confirming such changes.

3.1.23. Operations to close the Client's Accounts shall carry out through the SSD of the Bank/Agent, the MBank Mobile Application based on the Application from the Client, completed in the form established by the Bank, signed by the Client in the manner determined by the Agreement. The Client has the right to apply for account closure by sending an electronic message (SMS/message to the WhatsApp messenger, and/or Telegram and/or others) to the messenger (WhatsApp, and/or Telegram, and/or others) of the Bank's Contact Center, specified on the Official Website of the Bank, indicating the Client's authentication data.

### **3.2. Issuing a main card, PIN envelope and opening a card account**

3.2.1. To open a Card account and receive a Card, the Client fills out an Application in the established form and submits it to the Bank for consideration.

3.2.2. The account is intended only for the following card transactions:

- crediting funds to the account in cash and non-cash form in the account currency;
- debiting funds from the account to pay for Card transactions;
- debiting funds from the account to pay the Bank's remuneration under this Agreement;
- debiting funds from the account to pay off the Cardholder's Debt to the Bank that arose under the Agreement;
- and other transactions stipulated by the legislation of the Kyrgyz Republic and these Rules.

3.2.3. Based on the Client's application, the Bank opens an Account and issues a Card in the Client's name within 1-2 days (in case of urgent production, the Card issues within a few hours) from the moment of receipt of payment for opening the Account in accordance with the Bank's tariffs. In this case, an Account opens in the Bank's ABS, which is available for use in the Bank's Mobile Application from the moment of opening the Card and has the status "Not issued" until activation the Card, with the exception of digital cards that are not blocked during the printing process on a plastic carrier.

3.2.4. The terms specified in paragraph 3.2.3. of these Rules specify for Clients who ordered cards in Bishkek; delivery of cards to the regions may take up to 7 (seven) business days for standard issue and 5 (five) business days for urgent issue.

3.2.5. The Bank issues the manufactured Card to the Client or his/her authorized representative acting based on the power of attorney issued by the Client to the Bank's SSD, as well as through all established sales channels of the Bank.

3.2.6. To make payments and use the card as a means of payment, it is necessary to activate it in accordance with the procedure provided for in this Agreement, since before the activation procedure, it is impossible to carry out transactions using the card, with the exception of the Mobile Application.

3.2.7. The amounts of card transactions made using the Card, the amounts of commissions for card transactions made using the Card, including commissions of other banks, exchange rate differences and any other expenses related to servicing/issuing the Card, shall be written off by the Bank from the Account

without acceptance in accordance with these Rules. If the Client fails to pay the bank commissions within the established timeframes, the Bank has the right to transfer the unpaid amount to another account of the Client.

### **3.3. Applying for a card issue via a mobile application**

3.3.1. Authorization of the Client in the MBANK mobile application (hereinafter referred to as the Application) by entering a password, PIN code or biometric authentication (Face ID/Touch ID) is sufficient identification of the Client's identity and is equivalent to completing the identification procedure at the Bank.

3.3.2. When submitting an application for issuing a bank card through the Application, the Client independently selects the card parameters and confirms the operation by pressing the appropriate button ("Confirm", "Issue", etc.).

3.3.3. An additional push notification is not sent – this is intended to simplify and speed up the card ordering procedure.

3.3.4. Independent completion of an order in the Application and confirmation the transaction by the Client considers as an electronic expression of his/her wish, equivalent to a handwritten signature in accordance with the legislation of the Kyrgyz Republic.

3.3.5. By confirming the order, the Client simultaneously:

- expresses consent to the Bank's Public Offer for the conclusion of a banking services agreement;
- confirms familiarization and agreement with the applicable tariffs set by the Bank for the relevant type of card;
- accepts the terms of the Rules for using a bank card, posted in the Application and/or on the Bank's official website.

3.3.6. Until activation the cards, the Client has the right to refuse to receive the card by sending a corresponding application to the Bank.

### **3.4. Personal Identification Number (PIN-code)**

3.4.1. The activation of the IPS card shall make by assigning/changing the PIN code in the Bank's Mobile Application, through the Bank's POS terminals, and at the Bank's ATMs by entering the PIN code within two hours after receiving an SMS message from the short number 3333 to the Trusted Number according to the previously sent request "EPIN space and the last 4 digits of the Card", or by any other methods determined by the Bank. If the card is blocked due to incorrect entry of the PIN code, activation is possible after two hours.

3.4.2. After issuing the Elcard Card, a special sealed envelope containing the PIN code provides to the Cardholder. It is recommended to open the envelope immediately upon receipt, remember the PIN code and destroy the envelope. The PIN code is unknown to Bank employees and must be kept secret by the Cardholder for the entire period of use of the Card. Certain rules must be followed to ensure the secrecy of the PIN code:

- if the PIN code is written down anywhere by the Cardholder, the Card and the record must be kept separately;
- do not allow anyone to spy on the PIN code combination entered on the keyboard of the electronic device;
- do not write the PIN code on the card itself. Claims shall not be considered for cards with a PIN code printed on them.
- immediately block the card if there is suspect that the PIN code or card data has been compromised.

3.4.3. The Bank shall not be liable for transactions carried out as a result of the disclosure by the Client/Cardholder of the card number and/or PIN code, CVV/CVC code.

3.4.4. All transactions made using the correct PIN code consider to be made by the Cardholder. The Bank shall not liable for the Client's losses arising from disclosure of the PIN code, card number, CVV/CVC code or other authentication data.

3.4.5. The cardholder can independently change the PIN code in the Bank's self-service devices, but it is necessary to know the current PIN code.

3.4.6. If the Client has forgotten or lost the PIN code, he/she can initiate its change through the

MBank mobile application, by contacting the Bank's contact center or by visiting a Bank branch with the ID.

3.4.7. When entering a PIN code, the numbers on the displays of electronic devices are not specifically displayed, and are replaced by a conventional symbol. If an incorrect PIN code is entered three times in a row (with any time interval, when using one or different electronic devices), then, in the event of a fourth error in a row, the Bank will block the Card, and it will be detained in the ATM, and it may be confiscated at the Service Enterprise or cash issuance point until clarifying the reasons.

3.4.8. In the event of a card being seized by an ATM, upon receipt of a notification from the Cardholder, the Bank (issuer/processing center) will temporarily block the Card until the Cardholder submits an application to add the card details to the stop list or to return the card in accordance with the terms of the Agreement and the rules of the payment system.

3.4.9. In order to protect the funds in the Account, it is prohibited to transfer the Card/communicate the PIN code/payment card details to third parties. The Cardholder is fully responsible for transferring the Card/PIN code/payment card details to third parties, while the Bank disclaims all liability for unauthorized use of funds using the Card.

3.4.10. Bank employees, as well as representatives of any other organizations, do not have the right to request a client's PIN code under any circumstances, including payment for goods and services on the Internet.

### **3.5. Types of Cards**

3.5.1. To receive an Additional Card, the Cardholder fills out an Application of the established form and submits it to the Bank/Bank Agent and/or via the MBank Mobile Application (if technically implemented) for consideration. The Additional Card Holder may be either the Main Card Holder or an authorized person.

3.5.2. The Bank issues an Additional IPS Card /Elcard Card and a PIN envelope with a code within the timeframes specified in paragraphs 3.2.3 and 3.2.4 of these Rules, after filing an application for the issue of an Additional Card and subject to the payment by the Holder of the Main Card of the commission in accordance with the Bank's Tariffs. A separate account shall not open for the Additional Card; the Additional Card uses funds from the Main Card account. Limits on the Additional Card are set based on the application of the Holder of the Main Card and apply within the available balance on the Account.

3.5.3. In the event issuing an Additional Card, all provisions of these Rules/Agreement shall apply equally to the issued Additional Card.

3.5.4. The Bank provides a function for issuing a bank card for minors – the Visa Junior Card. This card intends for non-cash transactions of persons aged 7 to 14 years within the framework of controlled access to financial resources located in the account of the parent or legal representative of the minor.

3.5.5. The Visa Junior Card can be issued in one of the following ways:

- via the Bank's mobile application in the "Parent's Account" subject to preliminary identification of the parent (legal representative) and provision of the necessary data about the child;
- at the Bank's branch upon personal application of the parent (legal representative) with an ID and the child's birth certificate;
- via a card terminal, if there is the appropriate functionality, using the parent's document and automatic data verification.

3.5.6. Terms of Use and Control:

- All transactions with the Visa Junior Card are under the parent's control or legal representative.
- The parent has the right to set limits on amounts, transactions and time of transactions.
- Restrictions and blocking shall manage through the MBank mobile application or at a Bank branch.
- A minor cardholder does not have the right to unilaterally change the card parameters, submit applications or claims to the Bank – all actions shall carry out through the parent/legal representative.

3.5.7. The responsibility for transactions using the Visa Junior Card, including monitoring the actions of the minor, lies with the parent or legal guardian.

3.5.8. Clients have access to the function of creating a "virtual representation" of a Visa card in the Bank's mobile application. The virtual card intends for making secure purchases on the Internet. Such a virtual card can be used for:

- contactless payment for goods and services at POS terminals that support NFC;
- contactless cash withdrawals at ATMs with an NFC interface;
- payments in digital commercial services integrated with a mobile application.

3.5.9. To create a virtual card, the Client initiates a corresponding request via the MBank mobile application. After successful data verification, an SMS message with the card details (partially displayed in the application) is sent to the registered phone number. The created Virtual Card is formed based on the main Card and is displayed in the mobile application as a token (virtual representation of the card). The token is issued for a period of up to 6 (six) years. When paying using a virtual card, the Client confirms the transaction by entering authentication data (PIN code, biometrics, one-time codes).

3.5.10. The Bank, at its own discretion, may limit the number of cards issued per Client.

### **3.6. Delivery Service**

3.6.1. At the Client's request, the card can issue outside the Bank or its branch – with delivery to the specified address. The order for the issue and delivery the card makes through the mobile application or at the Bank's branch.

3.6.2. Once the card is ready, a Bank employee contacts the Client at the phone number specified when submitting the application and agrees on the date, time and delivery address.

3.6.3. The card transfers only if the original ID is available on paper or in digital format, obtained through the State Portal of Electronic Services or the Tunduk mobile application. The Bank employee identifies the Client and takes a photo of the Client with the ID and the card being transferred.

3.6.4. In the event of delivery of a children's card (for example, a Visa Junior Card) issued in the name of a minor, the card transfers to the legal representative (parent or guardian) if there are:

1. the original ID on paper or in digital format, obtained through the State Portal of Electronic Services or the Tunduk mobile application;
2. a document confirming kinship or guardianship (if necessary);
3. a child's birth certificate.

### **3.7. Rules for Using the Card**

3.7.1. Using the card in violation of the operating rules may lead to its damage and non-operability. The main reasons that can damage the card:

#### **3.7.2. Physical damages:**

- Bending or breaking – damages the built-in chip and breaks the internal connections.
- Scratches and cracks – can damage the chip or magnetic strip, making the card unreadable.
- Burning or contact with high temperatures – heating (for example, leaving the card in the sun or near a heater) can melt the plastic and damage the chip.
- Water ingress – does not always immediately lead to breakage, but prolonged exposure to water or moisture can damage the chip.

#### **3.7.3. Magnetic Effect**

- Contact with magnets (e.g. magnetic phone cases, speakers, magnetic bag closures) may demagnetize the card, making it unreadable.

#### **3.7.4. Dirt and Pollution**

- Dust, grease, dirt on the chip or magnetic strip may interfere with normal data reading.
- Paint, glue or other substances on the card may make it unreadable.

#### **3.7.5. Incorrect use in terminals and ATMs**

- Pulling the card out abruptly may damage the chip.
- Inserting the card upside down may cause it to get stuck in the ATM.
- Using a card with a damaged magnetic strip or chip may cause payment errors.

**3.7.6. Long-term exposure to extreme conditions**

- Very low temperatures (for example, leaving the card in the cold in winter) can cause the plastic to crack.

- Very high temperatures (for example, leaving the card in a car in summer) may deform the card.

**3.7.7. Improper storage**

- Do not place the card together with metal objects, including keys, coins, sharp and cutting objects that can damage the physical integrity of the card.

- Do not store the card in the back pocket of clothing, and in places subject to regular mechanical impact, bending or pressure.

- Use protective covers or other means of physical protection from external damage and exposure to electromagnetic fields.

**3.7.8. What to do if the card is damaged**

- If the card does not work, you need to clean the chip or magnetic strip with a dry cloth.

**3.7.9.** - If the card is severely damaged (bent, cracked, demagnetized), you need to contact the bank for a reissue.

**3.8. Notifications about card transactions**

**3.8.1.** The Bank informs the Client about completed card transactions via PUSH notifications through the Bank's mobile application, and via SMS messages – to deliver the PIN code, notifications about the details of virtual cards and confirmation of transactions within the 3D Secure (3DS) technology framework.

**3.8.2.** Sending PUSH notifications and delivering SMS messages carry out by the communication operators with whom the Client has concluded an agreement for the provision the relevant services. The Bank is not responsible for delays, non-delivery or other violations of the terms of transmission of notifications that arise due to the fault of the communication operator or for other reasons beyond the control of the Bank.

**3.8.3.** The Bank has the right to change unilaterally the procedure for providing the Notification Service and the terms of its payment, including Tariffs. The Bank notifies the Client of all changes by posting information on the official website no later than 10 (ten) banking days before the date the changes come into effect.

**3.8.4.** The Bank has the right to suspend the provision of notification services for a period of up to 72 (seventy-two) hours without prior notice to the Client in the event of scheduled maintenance, technical service, software updates and other technical activities.

**3.8.5.** In case of receiving an SMS message or PUSH notification about a transaction that the Client did not perform, he/she is obliged to contact immediately the Bank to clarify the circumstances. Untimely contact may entail negative consequences for the Client, for which the Bank bears no responsibility.

**3.8.6.** In case of loss the SIM card, change of phone number or other event as a result of which the Client cannot receive SMS notifications, he/she is obliged to immediately notify the Bank about the need to temporarily suspend the service. When restoring the SIM card or changing the phone number, the Client must submit an application for connecting the service to a new number in the mobile application or at the Bank branch. Only one phone number for receiving PUSH and/or SMS notifications can connect to each card. The phone number for receiving notifications must match the number specified when connecting the MBANK mobile application.

### **3.9. Card usage restrictions**

**3.9.1.** In order to minimize the risks associated with fraudulent activities when using bank cards, the Bank sets standard limits and restrictions on transactions, including cash withdrawals, payment for goods and services at retail and service establishments (POS terminals), including transactions on the Internet.

#### **3.9.2. Daily transaction limits:**

- for Visa Cards — in accordance with Appendix 1 to these Rules;
- for Mastercard cards— in accordance with Appendix 2 to these Rules;
- for Elcard Cards — in accordance with Appendix 2 to these Rules.

#### **3.9.3. Additional restrictions for Visa cards:**

- cash withdrawal outside the Kyrgyz Republic — no more than 5,000 (five thousand) US dollars per day (or equivalent in another currency);

- cash withdrawal in high-risk countries — no more than 500 (five hundred) US dollars per day (or equivalent in another currency). High-risk countries include: Argentina (AR), Brazil (BR), Hong Kong (HK), Indonesia (ID), India (IN), DPRK (KP), Laos (LA), Mexico (MX), Malaysia (MY), Niger (NE), Nigeria (NG), Philippines (PH), Singapore (SG), Thailand (TH), Taiwan (TW), Ukraine (UA);

- it is prohibited to conduct more than 5 online transactions on one card within 20 minutes. The restrictions apply to the following types of transactions:

Mail/Telephone Order (including regular write-offs);

Electronic Commerce request by public network.

- it is prohibited to conduct transactions on the magnetic strip (unless otherwise provided by the terms of the payment system).

**3.9.4.** If the Client wishes to cancel or change the specified restrictions (for example, increase limits, allow transactions in high-risk countries), he/she has the right to leave a corresponding application at the Bank branch. In doing so, the Client assumes all potential risks, including the likelihood of fraudulent actions.

**3.9.5.** The Client has the opportunity to independently limit the spending funds on the card account (including for the purpose of reducing the risks of fraud using card details or unauthorized use of the card) by setting individual limits in the Bank's mobile application (for cards of Visa and Mastercard) or by a written application submitted by the Client to a Bank branch.

**3.9.6.** Please note that cards may not be accepted for hotel reservations, car rentals, purchases in certain online stores, or cash withdrawals from third-party bank ATMs. In such cases, the Client shall advise to contact the acquiring bank.

## **4. TERMS OF USE THE CARD**

### **4.1. Receiving cash.**

4.1.1. Using the Card, including tokenization, the Cardholder can receive cash in several ways:

- through cash dispensing office (CDO);
- through an ATM/other devices;
- through Bank agents providing the relevant service.

4.1.2. When withdrawals of cash through a cash point, you must present the Card to the cashier and your ID.

4.1.3. When withdrawals of cash through a POS terminal, after checking documents, the employee carries out authorization via a POS terminal.

4.1.4. When withdrawals of cash through a POS terminal, in the event of a positive response, two checks are printed, each of which must be signed by the cashier and the Cardholder. After which the cashier will issue cash in the amount indicated on the check.

4.1.5. In CDOs of third-party banks, additional fees may charge, about which the third-party bank employee must inform the Cardholder before completing the transaction.

4.1.6. In case of disagreement of the Cardholder with the transaction carried out in the CDO, it is necessary to demand the cancellation of the transaction on the day of the main transaction. In this case, the transaction itself and all commissions taken by the Bank shall be cancelled.

4.1.7. Cancellation of the transaction is only possible for the entire amount; partial cancellation of the transaction is not possible.

4.1.8. If it was not possible to cancel the transaction, you must contact the Issuing Bank to file a claim, in accordance with paragraph 5.3. of these Rules.

4.1.9. When the Client correctly entering the PIN code on the ATM keyboard verifies issuing cash through ATMs, the authenticity of the Card and the rights of the Client as the legal Cardholder.

4.1.10. After completing the transaction at the ATM, the device returns the Card to the Client. The Client is obliged to withdraw promptly the issued cash and the Card. If the Client does not withdraw the cash and/or the Card within 30 (thirty) seconds, the ATM may automatically draw the cash back and/or not return the Card.

4.1.11. If the Card and/or funds have not been issued, have been forgotten, excessive funds have been debited, etc., the Client must contact the Bank to file a claim, according to paragraph 5.3. these Rules.

4.1.12. In case there is an urgent need to receive funds from the Client's account without having/using VISA, Mastercard and Elcard Bank cards (the card is not delivered on time, stolen, lost, damaged, etc.), funds can be received in cash through the Bank's cash desk/ MBank Mobile application by transferring cash from the card to the demand account.

4.1.13. Funds issue to the Client after clarification of the actual balance on the demand account, taking into account previously conducted transactions on the Card and presentation of the ID at the Bank's cash desk.

4.1.1. In case of Card tokenization, the Cardholder must:

- In case of voluntary transfer of the device, delete the mobile application/token or temporarily block it in the manner established by paragraph 4.9.2. of these Rules;

- In case of loss/theft of the device and/or compromise of the token, delete/block the token in the manner established by paragraph 4.9.2. of these Rules.

## **4.2. Payment by card in RSO**

4.2.1. To make payment for purchased goods or services rendered, the Cardholder must present the Card.

4.2.2. The transaction with the Card carries out only in the presence of the Client for security purposes in case performing the transaction by an RSO employee.

4.2.3. When making contactless transactions using the Card on smart POS terminals, a limit of 2,499 (two thousand four hundred ninety-nine) soms is set without the need to enter a PIN code. Additionally, the card chip has a limit on the number of consecutive contactless transactions without a PIN code - up to 6 (six) times.

4.2.4. Having verified the authenticity of the Card, the RSO employee performs authorization using the POS terminal; the transaction can be performed by entering a PIN code, with a signature, or without entering a PIN code. In the case of a transaction using a PIN code, it is not necessary to sign the receipt, since the transaction confirms by a PIN code - an analogue of a handwritten signature. If a PIN code not requested when performing a transaction using a chip, then it is necessary to sign the receipt. If the transaction performed using NFC technology, then a PIN code and signature may not be required, if such permission is available from the Issuer.

4.2.5. A POS terminal receipt is a financial document certifying the fact that a transaction/operation has been completed.

4.2.6. The POS terminal receipt prints in two copies. The Client should not sign the receipt if it does not contain the amount that will be debited subsequently from the Client's Account at the Bank, if it contains an incorrect amount, or if other transaction details are missing (e.g. date).

4.2.7. POS terminal receipts must contain the following data:

- document number, date and time of the transaction,
- name (code) of the merchant or acquirer,
- payment amount,
- payment currency,
- authorization code,
- commission or discount amount (in accordance with the System's tariffs),

– Card details in accordance with the payment System's security rules,  
– additional details, if provided for by the regulations and operating procedures of the relevant payment Systems.

4.2.8. If the Client's signature was used as confirmation of authorization, the employee of the point of sale must compare the Client's signature, made in his/her presence on the receipt, with the signature on the back of the Card.

4.2.9. If the RSO employee is not sure the identity of the signatures, he has the right to demand that the check be signed again (in some cases, several times, until the employee is convinced of the authenticity of the signature), and also to demand that the Client's ID be presented.

4.2.10. If an RSO employee is not sure of the identity of the Client's signature, he has the right to refuse to pay for the Client's purchase using the Card, cancel the transaction and offer the Client another method of payment, for example, in cash.

4.2.11. After the RSO employee has properly completed the check, verified the Client's signature and accepted the payment by Card, he/she is obliged to issue the first copy of the check to the Client.

4.2.12. The Bank strongly recommends keeping copies of all documents received by the Client in confirmation of payment by Card for goods and services for at least 6 (six) months.

4.2.13. In case of cancellation of a transaction made in RSO, refund allows only on condition of return the goods (refusal of the service) and documentary confirmation of this fact. The RSO is obliged to record the return, based on which the cancellation of the transaction (reversal) or refund is made in compliance with the terms stipulated by the rules of the IPI and the agreement concluded with the Bank.

4.2.14. Cancellation of a transaction is only possible for the entire amount of the transaction; partial cancellation of the transaction is not possible.

4.2.15. In case returning of goods or refusal of a service previously paid for using a card, a "return of purchase" operation carries out with the execution of a corresponding check signed by the RSO cashier. The Client shall advise to keep the said check until the full refund of funds. If funds are not credited within 33 (thirty-three) calendar days from the date of the return, the Client must contact the Bank with a written request. A partial refund is possible, when carrying out the operation of returning funds to the card.

### **4.3. Payment via the Internet using a card**

- Transactions with Visa and Mastercard cards

4.3.1. By default, Visa and Mastercard cards have access to online transactions. Access can be enabled or disabled by the Client's written request or through the MBANK mobile application in the "My Bank" section.

**4.3.2. To ensure the security of online payment transactions for goods, works and services, the Bank recommends that the Cardholder make payments only through the retail and service outlets' sites (hereinafter referred to as RSOs) that support authentication technologies:**

1. For Visa cards – Verified by Visa technology;
2. For Mastercard cards – Mastercard SecureCode technology.

**4.3.3. The specified technologies provide for additional authentication of the Cardholder using a one-time password (OTP) sent by the Bank in the form of an SMS message or push notification to the mobile phone number or mobile device of the Cardholder registered with the Bank.**

**4.3.4. The Cardholder is obliged to ensure the availability and relevance of the mobile phone number and/or mobile device specified by the Bank, including the operability of the channel for receiving SMS messages or push notifications to confirm transactions on the Internet.**

**4.3.5. If a transaction carries out on a merchant website that does not support the specified technologies, the Bank shall not be liable for any possible losses caused to the Cardholder as a result of the unauthorized use of Card data by third parties.**

4.3.6. Usually the following card details require performing online transactions: card number, expiration date, first and last name of the Cardholder, CVV2 code.

4.3.7. Transactions performed using the CVV2 code, and recurring (automatic) payments, shall consider as transactions made by the Client.

4.3.8. The Bank does not require entering a PIN code for online transactions. The client is fully responsible for the safety of authentication data and independently assesses the risks when using their card on the Internet.

4.3.9. Before purchasing/paying, the Cardholder must ensure that the online store supports 3D-secure technology and is reliable and verified.

4.3.10. The Cardholder must avoid sending the Card details to third parties via email and other communication channels, as the transmitted information is not protected fully from interception and use by third parties.

4.3.11. The Client has the right at any time to limit or completely disable the ability to conduct transactions with the Card on the Internet, including transactions within the framework of electronic commerce services (e-commerce), such as payment for goods and services in online stores, subscriptions, including international online transactions.

4.3.12. To restrict or disable access to transactions on the Internet, the Client may use one of the following approaches:

- submit a written application to any division of the Bank to block online transactions;
- use the tools of the MBank mobile application;
- if necessary, temporarily suspend or resume access to online transactions using Visa cards, including international ones, through the payment security parameters management system (Visa Secure Processing System, hereinafter referred to as VSPS), integrated into the Bank's mobile application.

4.3.13. When suspending subscriptions temporarily using VSPS settings, automatic write-offs may be blocked. However, to terminate a subscription completely, the Client must contact independently the service provider (merchant) and cancel the subscription in their system.

4.3.14. The specified VSPS functions shall provide by the Bank in order to increase the security of using the Visa Card and provide the Client with a flexible tool for managing the parameters of payments made on the Internet.

4.3.15. The specified VSPS functions shall provide by the Bank to increase the security of the Card using and provide the Client with a flexible tool for managing the parameters of payments made on the Internet.

4.3.16. The Bank is not responsible for transactions carried out by third parties using the Client's card details, or for data leaks when using unsafe Internet resources.

4.3.17. The Cardholder must ensure that online stores use certified standards to ensure information security. The image of a "lock and key" in the browser, for example, means that the store uses the SSL (Secure Sockets Layer) protocol, which ensures protection the data transmission.

4.3.18. The Bank hereby informs the Client/Cardholder about the existence of high-risk transactions for which, according to the system rules, a refund of funds is not possible and/or claims processing not provided. Access to such transactions blocks by default and can be opened only at the Client's request.

4.3.19. The protection of transmitted data ensures in accordance with the regulations of payment systems and service providers (e.g. Google).

- Operations with Elcard Cards

4.3.20. Access to online transactions using Elcard cards disables by default. Connection is possible upon written application of the Client or via an online application on the Bank's official website.

4.3.21. To conduct transactions on the Internet, the following data need to be entered: card number, expiration date, first and last name of the Cardholder, CVV2 security code. There is no require entering a PIN code for Internet transaction.

4.3.22. The Client is obliged to use only verified resources and not to transfer Card details to third parties via open communication channels.

4.3.23. The Client is also prohibited from using the Card to conduct transactions related to replenishment of brokerage platforms, online casinos, gambling sites that violate the requirements of the law or the internal policy of the Bank.

#### **4.4. Specifics of conducting transactions in a foreign currency, and in a currency other than the VISA and Mastercard cards account currency.**

4.4.1. For mutual settlements with the Visa and Mastercard payment systems, the Bank's settlement currency is:

- Visa: the Bank's settlement currency is the Euro (EUR);
- Mastercard: the Bank's settlement currency is the US dollar (USD).

4.4.2. In this regard, when performing operations using the card, the following processing features are possible:

- When making online payments, and after funds inflow to the card account in a non-cash manner (card-to-card transfers, P2P transfers, transfers by card number, transfers from other banks, cash withdrawals, settlements in POS terminals), the Bank converts the transaction amount into the currency of the Client's account at the Bank's exchange rate in effect at the time of crediting the funds, taking into account the rate of the payment system (Visa EUR или Mastercard USD). In this case, discrepancies are possible between the amount displayed when the transaction made and the amount actually credited to or debited from the card account after the final processing the transaction.

- The actual write-off of funds from the card account shall make within 1 (one) to 33 (thirty-three) calendar days from the date of transaction authorization. The write-off makes at the rate set by the Bank and/or the payment system on the date of write-off. Due to possible fluctuations in exchange rates, a difference may arise between the pre-blocked amount and the actual write-off amount. In order to minimize the risk of technical debt, upon authorization the transaction may increase automatically by a correction coefficient of 1% (one percent). Upon completion of the calculation, the difference resulting from the application of the correction coefficient will return to the card account or written off, depending on the final amount calculated during the final write-off.

- When making a transaction in a currency different from the card account currency, an automatic conversion shall perform using the Visa or Mastercard exchange rate, the Bank's exchange rate, and an OIF (International Fee) commission of 1% of the transaction amount. These rates may differ at the time of authorization and the final debit, which may result in a difference between the displayed amount and the actual amount debited.

- The exchange rate difference arising from currency conversion is subject to debiting or crediting to the Client's account at the time of the transaction final processing. For a preliminary calculation of the transaction amount and the exchange rate difference, the Client can use the online calculator on the Bank's website.

#### **4.4. Using Google Pay Service for Visa cards.**

4.4.1. The Bank's clients have the opportunity to use the Google Pay payment service when making cashless payments using Visa cards issued by MBank OJSC. To get access a Visa card to the Google Pay service, the Client should fulfill the following steps:

- the card account must have at least 1 (one) US dollar or equivalent in another currency available to pass the card validity check;
- the PUSH notification setting must be activated in the MBank application;
- access to online payments must be open;
- the mobile device must support NFC (Near Field Communication) technology;
- the mobile device must run on Android operating system version 5.0 or higher, support NFC technology and must not have root access (for security purposes).

4.4.2. To conduct a payment transaction via the Google Pay service, the screen lock/unlock function must be activated on the Client's mobile device (e.g. by PIN code, fingerprint, face recognition, etc.).

4.4.3. The Client independently in the MBank application or in the Google Wallet application carries out the connection and use of Google Pay. The Bank is not responsible for the operation of a third-party service, technical failures in its functioning or for the actions of third parties that affect the operation of the application.

4.4.1. By signing the Application for Card Issue and/or connecting the card to Google Pay, the Client confirms that he/she understand and accept the increased risks associated with the use of mobile applications and contactless payment technologies, and are solely responsible for:

- security and confidentiality of one-time passwords, PIN codes, passwords to the device and application;
- control over third-party access to the mobile device where installed the Google Pay application;
- prevention the unauthorized use of the card and/or the Google Pay service.

4.4.2. In case of compromising a mobile device, suspicion of unauthorized access or loss of a phone/card, the Client undertakes to immediately block the relevant card via the Bank's mobile application, contact center or by personally contacting the Bank.

#### **4.5. Cash Withdrawal and Deposit**

4.5.1. Before carrying out a cash withdrawal operation through an ATM, the Client is obliged to make sure that the device has the emblem of the corresponding payment system (Visa, Mastercard or Elcard) to which his/her card belongs. When withdrawing cash from devices of third-party banks, an additional commission may be charged.

4.5.2. When entering the PIN code, it is not allowed to enter it incorrectly more than three times in a row. After three incorrect attempts, the card may be blocked or seized by the ATM. In case of temporary blocking, automatic unblocking occurs after 2 (two) hours from the moment of blocking.

4.5.3. If the card needs to be urgently unblocked, the Client can use the "change PIN code" function via the MBank mobile application.

4.5.4. When withdrawing cash from an ATM, it is necessary to insert the card into the receiving device or place it on the NFC module, following the instructions on the screen, and enter the PIN code. If the card or cash are not withdrawn by the Client within 20 (twenty) seconds, the ATM may confiscate them. In such situations, the Client should contact the Bank or the Bank's contact center: +996 (312) 61 33 33 (24 hours), 3333 (free call from Megacom, O!, Beeline).

4.5.5. Cash withdrawal is also possible at the cash dispensing offices (CDO), where the transaction carried out using a cash terminal. The Bank sets the commission for the transaction. The Client signs a cash receipt to confirm the transaction (one copy remains with the cashier, the second - with the Client).

4.5.6. The card account can credit through ATMs with the function of accepting cash (Cash-In), through payment terminals or in the Bank's branches. When depositing cash, it is necessary to straighten the banknotes, eliminate bent edges, not use worn or damaged banknotes, and not place coins and foreign objects in the receiving module.

4.5.7. Upon completion of any transaction, it is recommended to keep the receipt and ensure in returning the card.

4.5.8. The card may withhold by the ATM or the transaction may refuse at the POS or RSO for the following reasons: card blocking; the card presented by someone other than its holder; the card forgotten in the device; the PIN code entered incorrectly more than three times; device failure and other reasons provided for by the security rules.

4.5.9. In case withholding the card by an ATM, the Client should put into place the following actions: contact the ATM-user bank using the phone number indicated on the device; clarify the procedure for returning the card.

4.5.10. Crediting the Card Account is possible in cash or by bank transfer, using a bank transfer, the Bank's cash desk, the Bank's agent network, terminals, ATMs and other methods.

4.5.11. Any individual or legal entity can top up an Account at the Bank's SSD.

4.5.12. For card transactions, funds, depending on the method of replenishment, become available during the banking day, when money accruals in the account. In other cases, funds, depending on the method of replenishment, become available on the next banking day.

#### **4.6. Card Validity, Termination of Card Use, Card Replacement, Account Closure**

4.6.1. Each bank Card indicates its validity period in the format "month/year". The Card is valid until the end of the last calendar day of the month indicated on it. Upon expiration of the specified period, the Card shall consider expired and is subject to automatic blocking. The Client is advised to cash out or transfer funds to another account in advance and reissue the Card before its expiration.

- for Visa cards: after the expiration date, the card can continue be valid in some devices (ATMs, POS terminals, online stores without checking the expiration date), with the exception of transactions through the MBANK mobile application. This mode is set for the convenience of Clients and the ability to withdraw funds independently without having to visit a Bank branch.

- for Elcard and Mastercard cards: after expiration the validity period, the card becomes invalid. The funds in the account shall block until the Client applies to the Bank. The funds unblock within 2 (two) business days after the application. Additionally, the system has an internal setting, according to which unused funds in the card account transfer to available (free) funds 1 (one) calendar day before the expiration date of the card.

4.6.2. If the Client has not contacted the Bank upon expiration the card, and there are funds remaining on the card, the Bank continues to apply the current tariffs for servicing the card until receiving other instructions from the Client.

4.6.3. The Bank has the right to unilaterally suspend or reject a card transaction if it meets the criteria of a suspicious transaction that has characteristics of legalization (laundering) of income, financing of terrorism and/or extremism, in accordance with the requirements of the legislation of the Kyrgyz Republic.

**Время работы платёжных систем:**

for Visa cards — in the time zone GMT+3 time zone;

for Mastercard cards—in the time zone GMT+3;

for Elcard cards — in the time zone GMT+6 time zone.

4.6.4. If the Client has an account previously linked to the card, even if the card is blocked or deleted, the annual service fee may continue to be charged if the corresponding setting is saved in the card product. For example, if the Elcard card was closed, but the account continues to be used, a fee may be charged in accordance with the current Bank Tariffs.

#### **4.7. Card Withdrawal**

4.7.1. Withdrawal of the Card from an ATM, RSO or cash point carries out in the following cases:

- The card is blocked;
- The Cardholder is not its Holder;
- The Cardholder forgot the card at the location of the Card transaction after it was carried out;
- incorrect entering the PIN code more than 3 (three) times;
- For other reasons.

4.7.2. In case withdrawing the Card (except in cases where it is withdrawn by an ATM), a corresponding report draws up.

4.7.3. The reason for the Card withdrawal shall determine by the Bank no later than the next banking

day following the day of the Cardholder's application to the Bank/other bank - member of the International Payment System, orally (by telephone) or in writing.

4.7.4. The return of the withdrawn Card makes by the Bank directly to the Cardholder after the relevant decision has been made by the local bank or by the Bank in the event of delivery of the withdrawn Card to the Bank, upon a written application from the Cardholder.

4.7.5. In case withdrawing the Card by an ATM, Client must:

4.7.6. В случае изъятия Карты банкоматом необходимо:

- contact the bank that installed the ATM. The bank's coordinates and phone number usually indicates on the ATM itself or near the location of the ATM;
- contact the bank that services the ATM to clarify the period for returning the withdrawn Card;
- to receive the Card you must present your ID.

4.7.7. If the bank that owns the ATM refuses to return the confiscated Card, it is necessary to contact the Bank with a claim in accordance with paragraph 5.3. of these Rules.

#### **4.9. Card Blocking**

4.9.1. The Bank has the right to block the Client's Card and subsequently cancel it (delete it) in the following cases:

- Repeated occurrence of technical debt by the Client.
- Violation in the debt repayment terms to the Bank.
- Imposition of arrest, suspension of operations on the account or establishment of other restrictions in accordance with the legislation of the Kyrgyz Republic.
- Receipt to the Bank of a written or electronic request from the Client about the need to block the card.
- If the Card was issued, but the Client did not come to receive it within 6 (six) calendar months from the date of filing the Application for issue - the card shall consider unclaimed, cancelled, and re-issuance is possible only upon a new application from the Client.
- If there is no account activity to which the card is linked during 12 (twelve) months from the date of the last transaction. In this case, the remaining funds transfer to the Bank's liability account, and the card shall cancel.

- Violation of the terms of the agreement or suspicion of fraud.

4.9.2. In case of loss, theft of the card, compromise of details or token, or transfer of the mobile device to third parties, the Client is obliged to immediately take one of the following actions:

- contact the Bank with a written application to block the card and/or token;
- use the blocking function in the MBank mobile application;
- contact the Bank's Contact Center and provide the data required to identify and block the card/token.
- Cards of the Elcard National Payment System can also be blocked by contacting the Interbank Processing Center CJSC on the 24-hour multi-channel phone number +996 312 637696, +996 312 637738 and providing the Client Authentication Data.

4.9.3. After blocking the card and recognizing it as lost, when provided with a corresponding application, the Bank will reissue the card with a new number and PIN code, in accordance with the established tariffs of the Bank.

4.9.4. In case finding a previously lost card, the Client shall oblige to notify immediately the Bank and hand over the card. In case of its unauthorized use after restoration, the Client is responsible for any possible losses.

4.9.5. If, during an internal audit, facts of careless storage of the card, violation of the PIN code confidentiality or disclosing other details, the Bank has the right to recognize the Client's actions as unfair and initiate appropriate measures, including contacting law enforcement agencies.

4.9.6. Cards that have the status "blocked" for more than 30 (thirty) calendar days are subject to irrevocable archiving. Their restoration is impossible. Reissue carries out only upon filling a new application.

4.9.7. Unblocking of the card shall permit upon the Client's application to the Bank with a written application, or via a mobile application (if technically possible).

4.9.8. Service providers may restrict access to the Client Card without reference to the Bank, for which the Bank is not responsible. The operation of the card depends on the technical availability of systems and communication operators. The Bank is not responsible for interruptions, failures and restrictions caused by third-party networks.

4.9.9. The Client himself through the appropriate device settings can remove the token from a mobile device.

## **5. PROCEDURE FOR INITIATING DISPUTES AND SETTLEMENT OF DISPUTES**

### **5.1. Timeframes for consideration of claims for transactions in ATMs of the Kyrgyz Republic.**

5.1.1. In the event of a dispute related to a transaction performed at an ATM (non-receipt of cash, non-receipt of funds when replenishing a card, etc.), the Cardholder is obliged to submit a written application to the Bank no later than 180 (one hundred eighty) calendar days from the date of the relevant transaction.

5.1.2. The period for consideration a claim regarding non-receipt of cash from a Bank ATM is up to 5 (five) business days from the date of registration the claim.

5.1.3. The period for considering a claim regarding non-receipt of funds when replenishing a card via an ATM is up to 15 (fifteen) business days from the date of registration the claim.

5.1.4. The period for considering a claim regarding non-receipt of cash from an ATM of a third-party bank is up to 30 (thirty) business days from the date of registration the claim.

5.1.5. The period for considering a claim, the subject of which not provided for in paragraphs 5.1.2 – 5.1.4 of these Rules, is 30-60 working days.

### **5.2. Timeframes for consideration of claims (disputes) within the Interbank Processing Center**

5.2.1. The time limits for filing claims (disputes) depend on the category of the disputed transaction and its classification in accordance with the rules of the international payment system (Visa, Mastercard, etc.).

5.2.2. **Within the rules of the international payment systems (Visa, Mastercard), the following main categories of disputes (chargebacks) shall provide for, that the Client has the right to challenge disputed transactions:**

- **Fraud without physical presentation of the card (Fraud / No Cardholder Authorization)**

**Applies if the transaction made without the Cardholder's consent (for example, online payments, phone orders, fraudulent transactions).**

- **Lack of authorization / violation of the authorization rules (Authorization-related)**

**Applies if the transaction made without proper authorization or in violation of its deadlines.**

- **Non-receipt of a paid product or service (Merchandise/Services Not Received)**

**Applies if the product or service paid for by the card has not been provided or has been cancelled by the seller.**

- **Processing Errors (Incorrect Amount)**

**Applies if an incorrect amount has been debited or the operation performed twice.**

5.2.3. For the specified categories, the period for filing a claim is up to 120 (one hundred twenty) calendar days from the date of transaction processing. The review period is 30 or 60 calendar days, depending on the specifics of the case.

5.2.4. For claims falling under the No Authorization / Late Presentment category, the filing period limits to 75 (seventy-five) calendar days from the transaction date. The review period is also 30 or 60 calendar days.

5.2.5. Each dispute category shall govern by separate limits, terms and conditions established by the IPC. It is recommended to familiarize with the current rules available on the official websites of payment systems (Visa, Mastercard, etc.).

5.2.6. Before filing a chargeback application, the Cardholder shall oblige to take measures to resolve the dispute by contacting the Trade and Service Enterprise (merchant). Simultaneously with contacting the merchant, the Cardholder shall oblige to submit a chargeback application to the Bank, attaching documents confirming the appeal to the merchant (a copy of the correspondence, response, receipts and other evidence). In the event of a refusal from the merchant, the Cardholder shall oblige to immediately notify the Bank about this and provide supporting documents. Failure to contact the Bank in a timely manner or failure to provide supporting documents within the specified period, no later than 75 calendar days from the date of the disputed transaction, may result in a refusal to carry out the chargeback procedure and its loss, for which the Cardholder bears all risks and responsibility.

### **5.3. Claims handling procedure**

5.3.1. The Cardholder is advised to keep payment documents confirming transactions made with the Card to keep track of the funds expenditure through card transactions and to resolve possible disputes.

5.3.2. The Cardholder has the right to request from the Bank copies of documents confirming the correctness of the funds debiting for card transactions.

5.3.3. For all questions regarding disputed transactions, the Cardholder submits a written request to the Bank, which, if the claim is accepted, acts before the System on behalf of the Cardholder.

5.3.4. In case of detecting a suspicious transaction in the Account Statement, the Cardholder must contact the Bank to clarify the details of the amount transferred.

5.3.5. In case of unauthorized use of funds on the Card, it is necessary to write a claim statement indicating the full name of the Cardholder, card number, account number, Cardholder ID details, date of the disputed transaction, transaction amount and the essence of the claim.

5.3.6. The Bank without warning the Cardholder may block the Cardholder's Card if there are detected risks of suspicious transactions.

5.3.7. The Bank System Rules establish a limitation period for reviewing a disputed Card transaction – 45 (forty-five) calendar days from the date of its execution. In case of reasonability of the claim, the Bank returns the amount of the Card transaction to the Cardholder's account.

5.3.8. The claim processing procedure is as follows:

- After the Cardholder has submitted a written claim, the Bank conducts an investigation into the complaint-related transaction to determine whether the transaction was carried out in reality. The Bank has the right to request additional documents (a receipt for payment, a receipt for withdrawal of funds from an ATM, if available) confirming the fact of the Card Transaction;

- when considering the claim, the Bank conducts a comprehensive check and, if the fact of incorrect debiting of funds is confirmed not due to the fault of the Cardholder, the Bank returns the funds.

- after a detailed check, the Bank refuses to satisfy the Cardholder's claims when receiving/replenishing funds from an ATM in the absence of surplus in the ATM, as also in the event of a recording in the ATM's electronic journal of a successful operation to receive/replenish funds and/or if the receipt of funds is recorded by the ATM's CCTV camera.

5.3.9. The Bank shall oblige to generate and send to the authorized body messages on transactions (deals) subject to control and reporting, in accordance with the Law of the Kyrgyz Republic "On Combating the Financing of Criminal Activity and the Legalization (Laundering) of Criminal Proceeds."

5.3.10. If the Client files an unfounded claim, the IPS/NPS may impose a fine on the Bank for a false or unfounded dispute. The amount of such a fine may be greater than the disputed amount itself. In such a case, the Bank reserves the right to withhold the amount of the fine and the amount of the disputed transaction from the client's account, without the Client's additional consent.

#### **5.4. Provision of technical debt**

5.4.1. If the Client's account does not have sufficient funds to fulfill financial obligations under transactions, the Issuing Bank has the right to provide the Client with a technical debt. The Bank then conducts an investigation into the circumstances of formation the disputed transaction.

5.4.2. If there are established that the Client:

- received the service provided;
- used funds excessively;
- or it is confirmed that the transaction cannot be disputed,

The Issuing Bank has the right to write off the amount of technical debt from any accounts and card accounts held by the Client without acceptance, if necessary, converting it into the relevant currency at the current Bank rate on the date of writing off.

5.4.3. If there are insufficient funds in all of the Client's accounts to fully repay the debt, the Issuing Bank shall hold all of the Client's accounts and card accounts for the amount of the debt and shall send the Client a notice of the debt by telephone call or official letter. If the debt not repaid within the specified period, the Bank reserves the right to apply to the courts for forced collection. The period for voluntary repayment of the debt shall be 10 (ten) calendar days from the date of sending the relevant notice to the Client.

5.4.4. Until fully repaying the debt, the Client's bank account will not be closed and/or the card will not be cancelled. The card considers active until the Client has fully fulfilled his/her obligations to the Bank.

#### **5.5. Cases when the Bank has the right to refuse to consider a claim and does not have the right to initiate a dispute**

This section lists the grounds under which the Issuing Bank does not have the right to initiate a procedure for challenging (disputing) a bankcard transaction within the rules of international payment systems (hereinafter referred to as IPS). The specified cases are final and are not subject to additional consideration, with the exception of certain circumstances expressly provided for in the agreement with the Client or the IPS regulations. If the Client has any questions, he/she has the right to contact the Bank for clarification.

##### *5.5.1. Violation of the claim submission deadline*

The claim was submitted outside the established deadlines (clause 5.1, 5.2 of these Rules).

##### *5.5.2. Lack of sufficient evidence ground*

The Client's claim does not contain sufficient data for analysis (no date, time, amount, location of the transaction, etc.).

There are no supporting materials, including:

- transaction logs;
- video or photo recordings;
- ATM control tapes;
- documents from the Merchant confirming the fact of the violation;
- other data confirming the presence of an error or illegal write-off.

##### *5.5.3. Correct completion of the transaction according to the data of the international payment system or the acquirer*

As a result of verification the operation, no found technical violations: authorization and write-off of funds were carried out correctly, including in the case of unauthorized withdrawal of funds by third parties.

The Bank is not responsible for the actions of third parties if they have gained access to the issued cash funds and the transaction itself completed successful technically.

##### *5.5.4. Violation the terms of the card using by the Client*

Transferring the card to third parties, disclosing the PIN code or using the card in violation the terms of the agreement excludes the possibility of challenging the transaction.

##### *5.5.5. The refund has already done previously.*

If the Client has already received a refund from the Merchant or in another way (for example, funds have been restored to the account as a result of an adjustment), the dispute shall not initiate.

In some cases, the Bank may recommend that the Client contact the Merchant directly to resolve the issue.

*5.5.6. The claim concerns the quality of the goods or services*

A dispute is not possible if the goods or services were provided in full and in accordance with the stated conditions.

If the Client makes a claim due to the receipt of goods of inadequate quality or not corresponding to the description, the Client is obliged to take reasonable measures to return the goods to the Seller. In the absence of confirmation of the attempt to return, the Bank has the right to refuse to initiate a dispute, in accordance with the rules of the payment system.

*5.5.7. Responsibility of the organization (Merchant) and the Bank Division during consideration of the dispute*

The organization (Merchant) to which the Client submits a claim shall oblige to provide documents confirming the fact of provision the service or proper fulfillment obligations within the time period established by the International Payment System.

**The Bank division where opened the organization's account (Merchant) shall oblige to promptly contact the Merchant and request all necessary documents confirming the provision of the service or the proper fulfillment of obligations.**

**If the organization or the Bank's relevant division fails to provide sufficient evidence of proper fulfillment their obligations within the established timeframes, or confirms the fact of a violation, the dispute shall automatically conclude in favor of the Client (applicant).**

The disputed amount subject to return to the Client may withhold by the Bank without acceptance from the organization's (Merchant's) current account in the manner established by the rules of the relevant payment system and/or the terms of the acquiring agreement.

The refund of the amount to the Client shall carry out only after receiving the final decision of the IPS or voluntary transfer of funds from the organization.

*5.5.8. Correct authorization without violations (Visa, Mastercard, etc.)*

In case correct authorization and completing the transaction within the established timeframes, including the hold period (e.g. up to 10 calendar days from the date of authorization), the Bank has no right to initiate a dispute (clause 11.3 of the Visa Basic Rules).

In case following certain authorization and write-off rules, dispute transactions using the code "432 (Decrease Authorization Amount)" is not possible.

*5.5.9. Amounts in MCC category Travel & Entertainment are below minimum threshold*

For MCCs belonging to the Travel & Entertainment category, the minimum amount of a disputed transaction is 25 (twenty-five) US dollars or equivalent (clause 11.4.3 Visa). Claims for smaller amounts shall not accept by the payment system.

*5.5.10. Merchant Initiated Transactions (MIT)*

MIT transactions are not disputed if the merchant confirms the existence of a valid consent of the Client (subscription, recurring payments). Providing positive advice and linking to initial authorization confirms the correctness of the transaction.

*5.5.11. Residual Hold*

In case of partial write-off of the balance after authorization, if the service or product provided/transferred to the Client in full and of proper quality, the procedure for challenging (dispute) for such an operation shall not allow.

Without evidence of double writing off, a residual hold claim shall not be satisfied.

*5.5.12. Erroneous credits/transfers*

Funds mistakenly credited to the Client's account, including amounts of cancelled transfers; transfers made due to a technical error, fraudulent transactions, as also errors/transfers for which a request received from a third-party bank, sender or Merchant, are subject to return. Such funds are not considered to belong unconditionally to the Client and are not subject to dispute. The Client shall oblige to return the mistakenly credited funds at the first request of the Bank.

In the event of an erroneous credit/transfer being received into the Client's account and a request being received from a third-party bank or sender, the Bank has the right to:

- if there are supporting documents, temporarily suspend transactions on the Client's account (hold funds) in the amount corresponding to the erroneous transfer until clarifying the circumstances and resolving the issues;
- if necessary, request additional information from the Client, a third-party bank or the sender of the transfer.

In cases stipulated by the banking services agreement, legislation or international settlement practice, as well as in the presence of appropriate justification (including confirmation of a technical error or cancellation of the transaction by the initiator of the transfer), the Bank has the right to make a direct debit of the erroneously credited amount (clause 5.4. of these Rules).

*5.5.13. Cancelling (void) authorization without capture*

If the transaction was only authorized and cancelled before debited from the Client's account, the procedure for challenging (disputing) such a transaction is not permitted.

In the absence of a confirmed capture in the MPS system, the claim shall reject.

*5.5.14. Bank fees and internal services*

Fees for maintenance, conversion and other services provided for by the Bank's Tariffs are not subject to dispute through the chargeback system.

If the Client fails to pay the bank fees within the established timeframe, the Bank has the right to transfer the unpaid amount to another account of the Client; such amounts shall not adjust by dispute.

*5.5.15. Provision of a service or product in full*

In the event of 100% provision of services/transfer of goods at the agreed price, the dispute procedure shall not apply.

In case confirming the price of the service (contract, correspondence, receipts), the application for challenge shall not be accepted for consideration.

*5.5.16. Technical limitations*

In the absence of evidence of illegal withdrawal of funds confirming the violation, the transaction cannot be challenged.

*5.5.17. Using the Tokens*

If the transaction is tokenized correctly and there is no hacking, the transaction cannot be challenged.

Confirmation by the merchant of the fact of legitimate token binding (via 3DS) excludes the possibility of conducting a dispute procedure.

*5.5.18. Other exceptions provided for by the contract or regulations*

The Bank has the right to refuse to initiate a dispute if the transaction recognizes as correct by an internal check.

Transactions carried out under sanctions or blocking requirements of government agencies are not subject to challenge.

*5.5.19. Money transfers and the procedure for dealing with erroneous or suspicious transactions*

The Client bears full responsibility for the correctness of the details entered when transferring funds. In case of erroneous details (including transfers to accounts of third parties or fraudsters), the Bank, upon written request of the Client, may send a corresponding request to the recipient's bank with a request to return the funds.

The Bank does not guarantee the return of erroneously transferred funds, since their return is possible only with the consent of recipient or other legal basis in accordance with the legislation of the Kyrgyz Republic.

Upon receipt of a request from the Client to return an erroneous transfer, the Bank may send a letter to the third-party bank regarding the return of erroneously transferred funds (under good faith conditions).

*5.5.20. Features of operations using the AFT (Account Funding Transaction) service*

When transferring funds using the AFT service, where the source of funds debited is a card issued by another bank (including a third-party Visa card), and the recipient is the Client's account in MBank OJSC, the Client shall oblige to:

- indicate only the details of the payment card belonging personally to the Client and obtain all necessary permits to carry out the transaction in accordance with the legislation of the Kyrgyz Republic;
- do not use other people's payment cards (not belonging to the Client) as a source of write-off, including without the proper consent of their holder;
- ensure the legality of obtaining consent from the cardholder to write off funds when carrying out an AFT transaction, if the card not issued by MBank OJSC.

In the event that the Bank receives a notification of a possible fraudulent transaction, a chargeback request, a claim from a third-party bank or an initiated dispute, the Bank reserves the right to:

- suspend the management of the disputed amount on the Client's account (implement temporary blocking/holding of funds) for the period necessary to conduct the audit;
- restrict the use of funds until receiving a final decision on the dispute from the international payment system or authorized bodies;
- in the event of confirmation of the illegality of the transaction - return the disputed amount to the initiating party in accordance with the rules of the international payment systems and/or the requirements of the law.

The Bank is not responsible for the consequences arising from the Client using incorrect or other people's details when making a transfer using the AFT service.

## **6. RIGHTS AND RESPONSIBILITIES OF THE BANK AND CARDHOLDER**

### **6.1. The Bank is obliged to:**

6.1.1. Provide banking services to the Cardholder in accordance with the legislation of the Kyrgyz Republic, the regulatory legal acts of the National Bank of the Kyrgyz Republic, the Bank's IRD and these Rules.

6.1.2. Open an Account for the Cardholder upon submission by the Cardholder to the Bank of the documents required to open the Account.

6.1.3. Ensure the secrecy of the Account, transactions on the Account and information about the Cardholder in accordance with the current legislation of the Kyrgyz Republic.

6.1.4. Issue a Card and PIN envelope, transfer them to the Cardholder, subject to the Cardholder paying a commission in accordance with the Bank's Tariffs.

6.1.5. Credit the Cardholder's Account with funds received in favor of the Cardholder no later than the banking day following the day the Bank receives all necessary documents. The Bank has the right to delay crediting the amount received to the Account until receiving the document containing the necessary informations. In case not receiving the supporting documents within 30 (thirty) calendar days, the Bank has the right not to credit the blocked amount until providing with the relevant documents.

6.1.6. The Bank also has the right to return the amount to the sender if the document serving as the basis for crediting funds does not contain information necessary to identify the Cardholder or if the information is incorrect.

6.1.7. Block/unblock the Card/Additional Card, Block/Unblock the Card/Additional Card Within one banking day upon receipt of an Application from the Cardholder.

6.1.8. Provide the Account Statement to the Cardholder or his/her authorized representative, based on the received application,

6.1.9. Based on the Client's application, close the Account and transfer the remaining amount of funds after deducting the relevant commissions/debts to the Bank according to the details specified in the

Application, or issue cash. In the event of absence or insufficiency of funds in the account on the date of payment or transfer of funds, the instruction shall not be executed.

6.1.10. Accrue remuneration on the balance of funds in the Account if there is a Tariff at the rate established in the Bank's Tariffs. The accrued remuneration shall be credited by the Bank to the Client's account in accordance with the frequency established in the Bank's Tariffs.

6.1.11. The Bank informs Cardholders about the existence of high-risk transactions for which, according to the System rules, a refund is not possible and/or claims processing is not provided. The possibility of carrying out such transactions blocks by default and provides only upon the Cardholder's request.

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

6.2.1. Unilaterally change, supplement these Rules and change or establish new Tariffs, interest rate scheme and interest rates on the account by posting the relevant changes and additions on the Official Website of the Bank, information stands of the Bank's SSD.

6.2.2. Require the Cardholder to comply with these Rules.

6.2.3. Distribute funds received into the account to pay off the total amount of debt as of the current date in accordance with the following order:

- Penalty/fine for late repayment of debt by the Cardholder;
- Technical Overdraft and Overdraft;
- For making a payment if the Cardholder or Additional Cardholder has violated the terms of the Agreement and transferred the Card and disclosed the PIN code/Card data to a third party;
- For completed Card transactions, including those completed by third parties using the Card, its analogue or Card data.
- For possible negative consequences of access to any transactions via the Internet and MOTO;
- Other obligations of the Cardholder to the Bank.

6.2.4. Terminate servicing of the Card/refuse to carry out a transaction on the Account/refuse to extend the validity period of the Card/block or confiscate the Card in the event of non-compliance by the Cardholder with these Rules, upon termination of the Agreement, including the Cardholder's refusal to use the Card, as also in other cases stipulated by the legislation of the Kyrgyz Republic.

6.2.5. Write off funds from the Cardholder's Account and/or any other accounts opened in the name of the Cardholder at the Bank without acceptance (without additional consent of the Cardholder) in the following cases:

- repayment of the Cardholder's technical debt to the Bank;
- repayment of accrued fees, fines, penalties and other payments stipulated by the Agreement/Bank Tariffs;
- compliance with the requirements of the legislation of the Kyrgyz Republic, including those mandatory for the Bank;
- return of erroneously credited amounts, including those received as a result of technical failures in the Bank's systems or payment systems and by mistake of third parties, if there is documentary evidence of the erroneous crediting;
- return of amounts for transactions recognized as unfounded or fraudulent, including as a result of investigations conducted within the framework of the rules of the IPS and/or NPS.

6.2.6. If the currency of the account from which funds are debited differs from the currency of the Cardholder's obligation and/or expenses related to servicing the Card, account and performing transactions under this Agreement, the Bank has the right to convert the debited amount at the non-cash commercial exchange rates established by the Bank at the time of conversion, with the conditions of non-acceptance charging from the Cardholder's account a commission for the conversion established by the Bank's Tariffs. For a preliminary calculation the transaction amount and possible exchange rate difference, the Client can use the online calculator located on the Bank's website.

6.2.6.1. The conversion shall make as follows:

A) the amount in the currency of payment/purchase of goods or services converts into the billing currency (IPS currency) at the IPS exchange rate at the time of the card transaction (hereinafter referred to as the billing amount);

B) if the billing currency differs from the client's account currency (the currency in which the client's account is opened with the Bank), the billing amount converts and blocks at the Bank's exchange rate at the time of the transaction;

C) subsequently, the billing amount debits from the client's account at the Bank's exchange rate at the time of the actual debiting of funds.

6.2.7. Refuse to satisfy the Cardholder's claims regarding a shortage(s) when receiving/replenishing funds at an ATM in the event that there is no surplus in the ATM, and in the event of a recording in the ATM's electronic log of a successful operation to receive/replenish funds and/or in the event that the receipt of funds is recorded by the ATM's CCTV camera.

6.2.8. Request information from the Cardholder, at its sole discretion, including documents related to transactions carried out on the Account (agreements, contracts, invoices issued to the Cardholder, etc.).

6.2.9. Block the Card with subsequent cancellation at its own discretion and require the Cardholder to return the Card within 5 (five) Banking Days (clause 4.9.1.)

6.2.10. Blocking and cancellation of the Card on the grounds specified in paragraph 4.9.1. of these Rules shall carry out within the timeframes independently determined by the Bank. In this case, the Bank shall make the final settlement with the Cardholder 45 (forty-five) calendar days after blocking the Card due to account closure.

6.2.11. Not accept for consideration a claim regarding a Card Transaction submitted by the Cardholder after 45 (forty-five) calendar days from the date of its execution.

6.2.12. Not accept for consideration the Cardholder's claim for refusal of the completed transaction if it is established that the correct PIN code/correct Card data entered when the card transaction was completed.

6.2.13. Suspend unilaterally the execution of Card transactions if, in the opinion of the Bank, this transaction falls under the criteria of suspicious transactions aimed at financing terrorism (extremism) and legalization (laundering) of proceeds from crime, in accordance with the legislation of the Kyrgyz Republic.

6.2.14. Without sending prior notice, suspend operations on the Client's Card or unilaterally terminate the Agreement with notice to the Client 10 (ten) banking days in advance and close the account in the event of the Client's failure to provide the information specified in clause 6.2.8. (documents on request) of the Agreement, violation by the Cardholder of the terms of the Agreement, or in other cases stipulated by the legislation of the Kyrgyz Republic.

6.2.15. Based on the Cardholder's Application, establish restrictions and limits on the Primary/Additional Card within the framework of the restrictions and limits established by the Bank itself and the legislation of the Kyrgyz Republic.

6.2.16. Change the number of transactions and their amount carried out without using a PIN code and via NFC technology (contactless payments).

6.2.17. Cancel Additional Cards issued under the Account in the event of cancellation of the Primary Card and do not return the withheld cost for annual servicing the Additional Cards.

6.2.18. Suspend service to the Cardholder in the following cases:

- occurrence of technical malfunctions when working with the System - until they are eliminated;
- change of software and performance preventive maintenance.

6.2.19. In the event of an outstanding debt of the Cardholder to the Bank, the latter has the right to apply to the courts/other bodies for the protection of its rights and interests/for the reimbursement of the Debt on the Cardholder Cards in accordance with the current legislation of the Kyrgyz Republic.

### **6.3. The Cardholder is obliged to:**

6.3.1. To open an Account and issue a card, provide the Bank with all necessary documents stipulated by the legislation of the Kyrgyz Republic and these Rules.

6.3.2. Comply with the requirements of the Agreement/these Rules, including ensuring compliance with the relevant requirements of the Agreement/these Rules by the Holder of the Additional Card.

6.3.3. Carry out transactions on the Account in accordance with the legislation of the Kyrgyz

Republic, the requirements of the NBKR, the Agreement/these Rules within the limits of the amount of funds in the Account.

6.3.4. Comply with the legislation of the Kyrgyz Republic on combating the financing of terrorism and the legalization (laundering) of proceeds from crime, and provide the Bank with the requested information and documents related to the activities of the Cardholder/Additional Cardholder and the transactions carried out by him/her in accordance with the requirements of the legislation of the Kyrgyz Republic regulating issues of combating the financing of terrorism (extremism) and the legalization (laundering) of proceeds from crime.

6.3.5. Not to use the Individual Account for making payments related to the Cardholder's commercial/entrepreneurial or other similar activities.

6.3.6. After receiving the card, the Client is advised to personally sign the back of the card. The signature can use to identify the Cardholder when performing transactions in RSO. This action is not mandatory, but it provides additional protection against unauthorized use of the Card by third parties.

6.3.7. Maintain confidentiality of own bank details and access data to remote banking services.

6.3.8. Not transfer, sell, give away or otherwise make available to third parties bank payment cards, including the physical card and/or card details (number, expiration date, CVV/CVC code, etc.);

6.3.9. Not disclose or transfer logins, passwords, SMS codes, biometric data and other means of authentication used to log into mobile banking, Internet banking and other remote services of the Bank to third parties;

6.3.10. Not register and/or use banking products and remote services of the Bank on behalf of and in the interests of third parties.

6.3.11. Not transfer the Card and Additional Card to unauthorized third parties.

6.3.12. Recognize as reliable and authentic all card transactions verified by PIN code authorization.

6.3.13. Pay for the Bank's services in accordance with the Bank's Tariffs, and for the services of other banks participating in the Cardholder's Card Transactions, and any other expenses related to servicing the Card and performing transactions, including a written notice of debt closure received from the Bank. Ensure the safety and integrity of the Card and the confidentiality of the PIN code/SMS message received on the Client's Trusted Number and other secret values, including one-time passwords, CVV2, etc., intended for performing the authorization cycle on the Card.

6.3.14. Reimburse in full any expenses and legal costs incurred by the Bank due to the fault of the Cardholder related to the failure to fulfill and/or improper fulfillment of the terms of the Agreement/these Rules, no later than 3 (three) banking days from the date of written notification of the Bank. Return to the Bank funds erroneously credited to the Account and/or erroneously issued to the Cardholder by the ATM, and/or not withheld from the Account when conducting Card transactions within 2 (two) banking days from the date of receipt of the Account statement or notification/or without such.

6.3.15. Not use the Card and services provided by the Bank for illegal purposes.

6.3.16. Return, upon expiration of the Agreement and/or at the first request of the Bank, the Cards issued to the Cardholder by the Bank.

6.3.17. Provide, at the request of the Bank, in accordance with the legislation of the Kyrgyz Republic and the Bank's IRD, within 3 (three) banking days, any requested information, as also documents related to the Client's activities and the banking operations carried out by him, including those confirming the economic feasibility of the operations carried out on the Account.

6.3.18. In case of discover an erroneous crediting of funds to the Account, and/or an erroneous issuance of funds by an ATM, and/or a failure to withhold, or an erroneous withholding of funds from the Account when conducting card transactions through a POS terminal, immediately inform the Bank in writing or contact the Bank's contact center.

6.3.19. 7 (seven) calendar days before the expiration of the Card, independently initiate a reissue of the Card via the MBank mobile application or contact the Bank with an application for reissue of the Card for a new term. If the Cardholder does not submit an Application for reissue upon expiration of the Card, the Card shall block automatically.

6.3.20. Stop making Card transactions on the Card/s upon receipt of notification from the Bank; return the relevant Card/s issued on the account in accordance with the terms of the Agreement/these Rules.

6.3.21. In the event of termination the Agreement, transfer to the Bank the Card/s issued in accordance with the terms of the Agreement no later than 5 (five) Banking Days from the date of receipt by one of the Parties a written notice of termination the Agreement.

6.3.22. Carrying out transactions using the MBank Mobile Application (Google Pay, Garmin Pay) may be limited by the functionality of the mobile device software, including the mobile application.

6.3.23. The Cardholder is aware of the increased risk and understands that when using the MBank Mobile Application (Google Pay, Garmin Pay), access to the Cardholder's mobile device directly affects the possibility of unauthorized transactions by the Operator on the payment card/additional payment card, and, therefore, the Cardholder is solely responsible for: - the confidentiality of One-Time Passwords, passwords, PINs and other means of access of the Cardholder to the mobile device, mobile application, payment card/additional payment card.

#### **6.4. The Cardholder has the right to:**

6.4.1. Use the Card in strict accordance with the Agreement/these Rules.

6.4.2. Perform card transactions within the limits of the balance of the Cardholder's funds on the Account, which do not contradict the current legislation of the Kyrgyz Republic, Bank's IRD and the Agreement:

- pay for purchased goods and services in RSO, make online purchases;
- receive cash from an ATM/CDO and from bank agents;
- transfer funds from own Bank account to the Recipient's account in accordance with the legislation of the Kyrgyz Republic;
- make money transfers through money transfer systems in accordance with the legislation of the Kyrgyz Republic;
- make payments through RSF systems;
- top up the Card through bank cash desks, cash-in terminals of banks/and agents of an extended range of retail banking services (the limit for cashing out funds from the Card through a bank agent cannot exceed 150 settlement indicators per day per Cardholder), ATMs, money transfer systems and electronic wallets.

6.4.3. Top up the account with cash, as well as by transferring wages, pensions, social benefits, alimony, royalties, funds from another account of an individual and other receipts, payments that are one-time in nature and are not the subject of commercial/entrepreneurial or other similar activities.

6.4.4. Manage funds within the Authorization Limit.

6.4.5. Based on the Application, issue and/or cancel Additional Cards for the Account in accordance with the requirements of these Rules.

6.4.6. To obtain access via the Card to conduct any transactions via the Internet and MOTO, while the Cardholder hereby acknowledges and confirms his/her awareness of the responsibility and possible risks and consequences of such access.

6.4.7. Contact the Bank with a written request to receive a copy of the payment receipt/statement confirming the fact of the transaction using the Card in accordance with the Bank's Tariffs.

6.4.8. Send a claim to the Bank regarding the completed Card Transaction, if there are objections from the Cardholder, no later than 45 (forty-five) calendar days from the date of the Card Transaction. Otherwise, the completed Card transaction shall be considered as confirmed and subsequent claims from the Cardholder will not be accepted by the Bank.

6.4.9. Submit an Application for reissue of the Card/Additional Card.

6.4.10. Delegate authority to the holder of the Additional Card to Block/Unblock the Additional Card issued to this Holder of the Additional Card, in accordance with the requirements of the Agreement/these Rules.

6.4.11. Receive, upon request, an account statement for the required period.

6.4.12. If the Cardholder does not extend the validity period of the Card and intends to close it, the Additional Card Holder does not have the right to demand reissue the Additional Card upon expiration of its validity period.

6.4.13. Terminate the Agreement by notifying the Bank in writing at least 10 (ten) banking days prior to the expected date of termination this Agreement/these Rules by submitting an application to close the Account.

## **6.5. Responsibilities of the Parties**

6.5.1. The Parties shall be liable for failure to perform or improper performance of their obligations stipulated by these Agreement/Rules, in accordance with the legislation of the Kyrgyz Republic.

6.5.2. The Bank is responsible for:

- disclosure of banking secrecy in accordance with the current legislation of the Kyrgyz Republic;
- an erroneously executed transaction on the account due to the fault of the Bank. The Bank's liability in this case is limited to cancellation of the erroneously executed transaction on the account;
- preservation of funds on the card account and execution of transactions on the card account subject to the Holder's compliance with these Rules, the Agreement, the Rules for the use of payment cards, and the Bank's Tariffs.

6.5.3. The Bank shall not be liable for:

- refusal of a third party to service the Card;
- impossibility of performing transactions in the event of seizure/blocking of the Account/funds on the Cardholder's Account, or on the grounds and/or in other cases stipulated by the legislation of the Kyrgyz Republic;
- for the quality of goods and services purchased using the Card;
- for limits, restrictions and additional remuneration (interests) on the Card established by a third party that may affect the interests of the Cardholder;
- for the consequences of the untimely appeal of the Cardholder/Additional Card to the Bank with a request to Block/put on the Stop List a lost/stolen Card;
- for situations related to failures in the operation of systems that ensure the receipt, processing and transmission of data on transactions made using the Card for reasons beyond the control of the Bank, the operation of the Google Pay, Garmin Pay service and third-party electronic wallets.
- for possible negative consequences of access to conduct any transactions via the Internet and MOTO using the Card details, including, but not limited to: the risk of third parties using the Card details via the Internet and MOTO (clause 6.4.6. of these Rules), or using a Card that was unauthorized produced by third parties with the Card details;
- settlement of disputes and disagreements between the Cardholder and the Additional Card Holder;
- for damages arising from violations of the terms of the Agreement/these Rules by the Cardholder, and the rules and obligations arising from it;
- for the confidentiality of information sent to the Cardholder via open communication channels, including SMS, e-mail, fax, etc., if the Cardholder initiated a request via the specified communication channels or gave instructions to send this information via the specified communication channels;
- for transactions on the account based on the relevant documents of authorized bodies and officials, submitted in accordance with the current legislation of the Kyrgyz Republic;
- for transactions carried out on the Cardholder's Account, if the Cardholder violates the security rules specified in this Agreement/Rules.

6.5.4. The Cardholder shall be liable, in the form of compensation to the Bank for damages caused in full, for:

- failure to timely contact the Bank with a request to Block a lost/stolen Card;
- failure to return to the Bank funds erroneously credited to the Account in accordance with the current legislation of the Kyrgyz Republic and the Agreement/these Rules;
- for the transfer of the Card or unauthorized access to it by unauthorized persons, and for disclosure of information (PIN code, Client authentication data, etc.) necessary for the disposal the Card and the execution of transactions/operations on the Card;
- for transactions on the account performed by the Cardholder;
- damage caused to the Bank as a result of non-compliance with the terms of the Agreement/these Rules;
- for the completeness and accuracy of the information provided to the Bank in accordance with the

Agreement/these Rules. The Client undertakes to notify immediately the Bank of any changes to the information contained in the Application/Agreement. In the event of incorrect or incomplete information being provided, as well as in the event of untimely provision of information, the Client shall fully compensate the Bank for the damage that arose in this regard;

- expenses and legal costs incurred by the Bank due to the fault of the Cardholder - in the full amount of the damage caused to the Bank;

- conducting operations on money laundering and financing of terrorism, including fraudulent operations, using their Card;

- failure to fulfill or improper fulfillment of the terms of the Agreement, these Rules, as well as for any consequences associated with this.

6.5.5. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under the Agreement/these Rules, the cause of which was force majeure circumstances that neither Party could have foreseen or prevented by reasonable actions.

6.5.6. Any actions performed using the data specified in paragraphs 6.3.7-6.3.10 of these Rules shall consider to be performed by the Client personally, and the Bank shall not be liable for losses arising from the violation of this condition.

6.5.7. Improper execution of paragraphs 6.3.7-6.3.10 of these Rules, specified in this public offer, may qualify as complicity in illegal actions, including those related to fraud, money laundering and terrorist financing, and may entail criminal liability.

6.5.8. In the event revealing the fact of transfer the access to third parties, the Bank has the right to:

- block remote service channels, bank cards and/or accounts;

- terminate servicing the Client unilaterally;

- transfer information about the violation to the competent government agencies, including law enforcement agencies;

- apply other measures in accordance with the legislation of the Kyrgyz Republic and the internal procedures of the Bank.

6.5.9. Force majeure circumstances include, but are not limited to: abnormal situations in the Bank System, natural disasters, military actions, coups d'état, revolutions, mass riots, terrorist acts, civil unrest, fires and earthquakes, epidemics, actions of the government, state bodies, control and supervision bodies in the banking sector, legislative acts that entered into force after the date of conclusion of the Agreement/accession by the Client to these Rules, adoption by the NBKR and/or state authorities of the Kyrgyz Republic of a decision that resulted in the impossibility for the relevant Party to fulfill its obligations under the Agreement.

6.5.10. In the event of circumstances that refer to force majeure, one Party shall notify the other Party in writing no later than 10 (ten) calendar days from the date of occurrence of such circumstances. The Party referring to force majeure shall provide the other Party with a document from a competent state body to confirm them. Otherwise, the Party shall lose the right to refer to force majeure for the purpose of exemption from liability for partial or complete failure to fulfill its obligations under the Agreement, except for cases where force majeure circumstances are generally known.

6.5.11. The Bank shall not be liable for any costs, errors, failures, omissions or delays in payments or transactions made by a correspondent bank or third bank, nor shall it be liable for any consequences resulting from their financial position.

6.5.12. In case of loss, theft or other illegal use of the Card, the Bank shall not be liable for debiting funds from the Cardholder's account within 10 (ten) banking days from the date of receipt by the Bank of a written application from the Cardholder on the need to Block the Card and put it on the Stop List. In this case, the Bank has the right to debit funds from the Cardholder's account for transactions made using the Card without acceptance during the period specified in this clause of the Agreement/Rules, i.e. 10 (ten) banking days.

## **6.6. Dispute Resolution Procedure**

6.6.1. All disputes and disagreements arising between the parties under the Agreement/these Rules shall be resolved through negotiations taking into account mutual interests. In case of failure to reach an agreement on a contentious issue, the case shall be considered in the manner prescribed by the legislation of the Kyrgyz Republic.

6.6.2. The Parties acknowledge that they are liable for by the obligations provided for in the Agreement/these Rules. As evidence of the above, the Parties acknowledge the Agreement as the Application-Questionnaire signed by the client on accession to these Rules for receiving banking services by individuals in MBank OJSC, posted on the Official Website of the Bank.

6.6.3. Disputes for which no agreement has been reached, shall resolve in court in accordance with the legislation of the Kyrgyz Republic.

6.6.4. The Parties, by these Agreement/Rules, confirm that they agree to recognize data on transactions on electronic media received from the Bank System as evidence in resolving disputes.

6.6.5. Written notifications shall consider be receiving by the other Party if they are delivered to it against signature or sending by registered mail to the Bank's legal address/Client's addresses specified in the Questionnaire/Application.

### 7. CONTACT CENTER

Information phones (work 24/7):

3333 – free call from MegaCom, Beeline, O!

WhatsApp: +996 (556) 61 33 33

Telegram bot: @cbkkq\_bot

Fax: (+996 312) 61 09 00

E-mail: otzyv@cbk.kg

The Bank's Contact Center phone numbers are also listed on the back of the card. When contacting the Bank by phone, you should provide the code word for identification.

### Appendix 1

Daily Limits for Visa Cards:

Daily limits for Visa cards	Card currency	Cash (ATM/CDO)	ATM withdrawal per month	Non-cash (POS / E-com)	Number of transactions
Visa Gold Instant	KGS	250 000 KGS	1 000 000 KGS	250 000 KGS	50
	USD	2500 USD	-	2 500 USD	50
	EUR	2 300 EUR	-	2 300 EUR	50
MBANK Gold	KGS	250 000 KGS	1 000 000 KGS	250 000 KGS	50
	USD	2 500 USD	-	2 500 USD	50
	EUR	2 300 EUR	-	2 300 EUR	50
	RUB	200 000 RUB	-	200 000 RUB	50
MBANK Platinum	KGS	450 000 KGS	-	2 000 000 KGS	50
	USD	5 000 USD	-	20 000 USD	50
	EUR	4 500 EUR	-	18 000 EUR	50
	RUB	400 000 RUB	-	1 600 000 RUB	50

Public Offer of Personal Banking

Visa Infinite	KGS	450 000 KGS	-	4 500 000 KGS	50
	USD	5 000 USD	-	50 000 USD	50
	EUR	4 500 EUR	-	45 000 EUR	50
	RUB	400 000 RUB	-	4 000 000 RUB	50

Appendix 2

Daily Limits for MASTERCARD Cards

Daily limits for Visa Cards	Card currency	Cash (ATM/CDO)	ATM withdrawal per month	Non-cash (POS / E-com)	Number of transactions
MASTERCARD Instant	KGS	250 000 KGS	-	250 000 KGS	50
	USD	2500 USD	-	2 500 USD	50
	EUR	2 300 EUR	-	2 300 EUR	50
	RUB	250 000 RUB		500 000 RUB	50
MASTERCARD	KGS	250 000 KGS	-	250 000 KGS	50
	USD	2 500 USD	-	2 500 USD	50
	EUR	2 300 EUR	-	2 300 EUR	50
	RUB	200 000 RUB	-	200 000 RUB	50
	RUB	400 000 RUB	-	1 600 000 RUB	50
Mastercard World Elite	KGS	450 000 KGS	-	4 500 000 KGS	50

Appendix 3

Daily limits for ElCart cards:

Card currency	Cash (ATM / CDO)	Cash (ATM / CDO) Per month	Non-cash (POS/E-com)	Number of transactions
KGS	100 000 ATM 250 000 PIBH	1 000 000	500 000 POS Internet payments are prohibited	20 ATM 10 CDO 20 POS