

OFFER (PROPOSAL) TO ENTER INTO THE BANKING REMOTE SERVICE AGREEMENT FOR THE CLIENTS – INDIVIDUALS / VISA BUSINESS CARD HOLDERS IN OPTIMA24 SYSTEM OF “OPTIMA BANK” OJSC

1. Offer Conditions

1.1. Hereby, an individual who is a cardholder of the Bank / - a VISA Business card holder, hereinafter referred to as the “Client”, expresses his/her intention to enter into the remote banking services agreement for the clients - individuals / VISA Business card holders in the Optima24 system of “Optima Bank” OJSC, hereinafter referred to as the “Bank” (the Bank and the Client are collectively referred to as the “Parties”), under the terms and conditions of this offer (hereinafter referred to as the "Agreement").

1.2. This Agreement shall determine the conditions and procedure for initiating, through Optima24 Internet banking system (hereinafter referred to as the “Optima24”), by the clients - individuals / VISA Business card holders who meet the requirements of this Agreement, banking operations not related to their entrepreneurial activities (except for VISA Business cards holders), as well as the conditions and procedure for conducting such operations by the Bank.

1.3. The Agreement shall be considered concluded between the Bank and the Client at the moment of accepting this offer

in accordance with clause 2.1.

1.4. In case of introducing amendments and/or additions to the terms of this Agreement, each subsequent entry of the Client (including an employee of a legal entity - VISA Business card holder) into the Optima24 system shall be an acceptance of the corresponding amendments and/or additions.

1.5. The Agreement with a legal entity on corporate Card issue and maintenance shall be the main agreement governing the relationship between the Bank and a legal entity with an employee being a VISA Business card holder.

2. General Provisions

2.1. In order to conduct banking operations not related to entrepreneurial activity by the Client (except for VISA Business card holders), the Bank, on the Client's initiative, shall provide him/her with an access to the Optima24 system. By accepting this offer, the Client shall confirm his/her consent and acceptance of the offer terms and his/her intention to use the Optima24 system by clicking the checkbox "I have read and accept this agreement".

2.2. Access to the Internet, as well as to other technical means and software, which is necessary to access the Optima24 system (via the website www.optima24.kg and/or a mobile application), shall not be the subject of this Agreement, and shall be provided by the Client independently and at his/her own expense.

2.3. The Client, through the Optima24 system, shall initiate and the Bank shall conduct banking operations as per the terms of this Agreement, the requirements of the Regulatory legal acts of the National Bank of the Kyrgyz Republic and the laws of the Kyrgyz Republic.

2.4. The Client's initiation of any operation through the Optima24 system shall be sufficient confirmation that the Client has read the current version of this Agreement (if it was previously amended by the Bank as per the terms of the Agreement), it is clear to him/her and the Client agrees with it.

2.5. The commission fee for access provided to the Optima24 system and operations conducted in the Optima24 system shall be determined by the current Tariffs of the Bank and can be changed by the Bank unilaterally. The current version of the Bank's Tariffs shall be posted on the Bank's corporate website at www.optimabank.kg.

2.6. The ability to conduct operations in the Optima24 system shall be provided by the Bank to the Client if the following requirements are met:

2.6.1. This Agreement has been concluded between the Bank and the Client;

2.6.2. The Client has registered himself/herself in the Optima24 system;

2.6.3. The Client is the Bank's card holder;

2.6.4. The Client was identified on the date of each operation, according to the rules established by the Bank.

3. Procedure for Access to the Optima24 System

3.1. The Bank shall provide the Client with access to the Optima24 system, given that the Client is the Bank's card holder. Understanding and accepting this, in case of using the Optima24 system, the Client shall agree in advance with the possible risks that are specific for operation in the Internet.

3.2. To receive access to the Optima24 system, the Client uses the following authorization parameters:

3.2.1. Client ID is the client's code in the Bank. The Client's ID is information for limited distribution and can be reported by the Client only to an employee of the Bank.

3.2.2. Password/PIN-code/biometric identification (fingerprint using the Touch ID function, face scanning using the Face ID function) to log in the Optima24 system (hereinafter referred to as the "Password 1"), which is set by the Client when registering in the Optima24 system shall be confidential information and be not subject to disclosure by the Client to third parties, including the Bank's employees.

3.2.3. SMS confirmation to log in the web-version of the Optima24 system (hereinafter referred to as the "Code 1") shall be sent to the Client immediately before logging into the Optima24 system using an SMS/push message in the mobile phone, the number thereof the Client indicates in the course of initial registration in the Optima24 system. Each new Code 1 sent to the Client via SMS/push message shall be Code 1 for the provisions of this Agreement. Code 1 shall confidential information and be not subject to disclosure by the Client to

third parties, including the Bank's employees.

3.2.4. At each logging into the Optima24 system, the Bank verifies the correctness of entered Client ID, Password 1 and Code 1 for the web version (hereinafter – the Verification), after successful completion of this procedure, the Bank recognizes the person who used the correct Client ID, Password 1 and Code 1 as its Client.

3.2.5. Password 1 can be changed by the Client using the Optima24 system. Immediately before changing Password 1, the Client should familiarize himself/herself with the Bank's recommendations for choosing passwords posted on the Website of the Optima24 system.

3.2.6. The code to confirm an operation (hereinafter referred to as the "Code 2") shall be sent to the Client immediately before initiating a banking operation via SMS/push message to the mobile phone, the number thereof the Client indicates during initial registration in the Optima24 system. Each new Code 2 sent to the Client via sms/push message shall be Code 2 for the provisions of this Agreement. Code 2 shall be sent to the Client upon reaching the limits set by the Bank, information thereof is posted in the Optima24 system.

3.2.7. By entering into this Agreement, the Bank and the Client have agreed that all banking operations executed by the Client in electronic form shall be considered equal in legal force to the corresponding paper documents signed by the Client manu propria, as if the Client had applied to the Bank personally to conduct similar operations in the ordinary course. The Bank guarantees the integrity and authenticity of

the banking operations initiated by the Client, given that he/she complies with all requirements of the Bank. Operations executed in electronic form, initiated by the Client, can be provided to the Client in documentary form, upon appearing in the Bank in person and presenting an ID document.

3.2.8. The Client shall be obliged to ensure and guarantee the impossibility for third parties to receive access and/or use ID, Password 1, Code 1 and Code 2. If the Client discloses this information in aggregate or separately, as well as the risks and all responsibility for unauthorized use of ID, Password 1, Code 1 and Code 2 shall be solely borne by the Client.

3.2.9. Client's mobile phone number is the number specified by the Client during the initial registration, which, as per the terms of this Agreement, is used to transmit Code 1 and Code 2 to the Client via SMS/push message, as well as other information and data concerning operations conducted by the Client in the Optima24 system.

3.2.10. Any Code 1/Code 2 shall be defined by this Agreement as Code 1/Code 2 solely to confirm the login to the Optima24 system or one operation initiated by the Client in the Optima24 system.

3.2.11. The validity period of Code 1/Code 2 sent in SMS/push message shall be 5 (five) minutes. The Bank shall not bear responsibility for possible obstacles that may prevent the Client from using in proper time Code 1/Code 2 sent in SMS/push message.

3.2.12. The Client shall be liable for all risks and negative

consequences: loss, deprivation, illegal takeover, technical capturing, etc. of information from the Client's device from which the Optima24 system is logged in (or the corresponding SIM-card/eSIM).

3.2.13. The Bank shall not bear responsibility for any possible consequences in case of misuse of the Client ID, Password 1 or Code 1/Code 2 by any third party.

3.2.14. If the Client loses Password 1, the Client has the opportunity to recover Password 1 independently using the appropriate option of the Optima24 system. In this case, the Client must go through an identification process according to the rules established by the Bank. The risks and negative consequences of erroneous identification shall be borne by the Client, if the Client provides erroneous information.

3.2.15. Any new Password 1, changed by the Client independently as per the terms of this Agreement, shall be determined by this Agreement as Password 1, respectively. Previous Password 1 becomes invalid.

3.2.16. If Client changes mobile phone number, which, as per the terms of this Agreement, is used by the Bank to send SMS/push messages with Code 1/Code 2 to the Client, the Client must immediately contact the Bank and personally fill in an application to change the mobile phone number in the Optima24 system, or conduct an operation to change the phone number through the Bank's payment terminal. In this case, the Client must go through an identification process according to the rules established by the Bank. If the Client provides erroneous information, the risks and negative

consequences of erroneous identification shall be borne by the Client. If the Bank is not notified about changed mobile phone number as applicable, the risk and all responsibility for unauthorized use of Code 1/Code 2 shall be borne solely by the Client.

3.2.17. The Bank provides the Client with access to the Optima24 system only in case of successful Client Verification, which shall be considered as such only if the Client enters the correct Client ID, Password 1 and Code 1. The risks and negative consequences of erroneous input of the Client ID, Password 1 and Code 1 collectively or separately shall be borne by the Client.

3.2.18. The Client shall be entitled to initiate blocking access to the Optima24 system 1) by contacting the Bank and personally filling in an Application to block access to the Optima24 system; 2) by contacting the Bank's Contact Center, by phone indicated on the Bank's corporate website and calling the "code word" of the Bank's card holder. In this case, the Client must go through an identification process according to the rules established by the Bank. The risks and negative consequences of erroneous identification shall be borne by the Client if the Client provides erroneous information.

3.2.19. If the Client's access to the Optima24 system is blocked on the Client's initiative or on the Bank's initiative in the cases specified in this Agreement, the Client's logging into the Optima24 system and initiating banking operations using the Client's ID, Password 1 and Code 1 shall be prohibited.

3.3. The Client shall be entitled to initiate the unblocking of access to the Optima24 system 1) by contacting the Bank and personally filling in an Application to unblock access to the Optima24 system; 2) by contacting the Bank's Contact Center, by phone indicated on the corporate website of the Bank and calling the "code word" of the Bank's card holder. In this case, the Client must go through an identification process according to the rules established by the Bank. The risks and negative consequences of erroneous identification shall be borne by the Client, if the Client provides erroneous information.

3.4. The Client shall be entitled to initiate termination of this Agreement and closure of access to the Optima24 system by contacting the Bank and personally filling in an Application to close access to the Optima24 system. In this case, the Client must go through an identification process according to the rules established by the Bank. The risks and negative consequences of erroneous identification shall be borne by the Client, if the Client provides erroneous information. The Client's access to the Optima24 system shall be terminated, in case of termination of obligations under this Agreement.

4. Banking Operations

4.1. As per the terms of this Agreement, the Bank shall determine the list of banking operations, agreements, documents that can be initiated/signed/concluded by the Client using the Optima24 system:

4.1.1 Demand account/Client's card operations:

- 4.1.1.1. Opening a demand account using a card;
- 4.1.1.2. Obtaining information about balances and available cash;
- 4.1.1.3. Obtaining an extract on conducted operations;
- 4.1.1.4. Intra-bank money transfers in the national and foreign currencies to individuals' cards and demand accounts, including VISA Business cards;
- 4.1.1.5. Inter-bank transfers in the national and foreign currencies;
- 4.1.1.6. Making payments from the card in favor of the service providers of the Bank's payment system;
- 4.1.1.7. Conversion of currencies within a multicurrency card, during transfers to individuals' cards and accounts, including VISA Business cards;
- 4.1.1.8. Connecting to sms/push notifications about operations conducted on the Client's card;
- 4.1.1.9. Opening/closing access to conducting Internet operations;
- 4.1.1.10. Setting/changing individual card limits;
- 4.1.1.11. Card blocking.
- 4.1.2. Bank deposit operations:
 - 4.1.2.1. Opening a bank deposit from a card;
 - 4.1.2.2. Obtaining information on the Client's deposits with the Bank;
 - 4.1.2.3. Obtaining a statement of cash flow on the deposit;
 - 4.1.2.4. Replenishment of the deposit, if this condition is provided for by the terms of the deposit and by the Optima24 system.

4.2. At the Client's initiative, when initiating and conducting certain banking operations, such operation can be saved by the Client as an operation template. In the future, when initiating a similar operation, the Client shall be provided with the opportunity to use previously saved operation template.

4.3. A banking operation initiated by the Client shall be conducted by the Bank one banking day at the latest following the day of execution thereof by the Client.

4.4. The place of conducting the banking operation initiated by the Client shall be the site and territorial location of the Bank's technical facilities - Bishkek city, Kyrgyz Republic.

4.5. The Bank shall be entitled to suspend conducting a banking operation or block the Client's access to the Optima24 system in case of the following circumstances:

4.5.1. Suspicion of fraudulent activities using the Optima24 system;

4.5.2. Unauthorized interference in the operation of the Optima24 system to result in theft, leakage, loss, forgery, blocking of information, distortion of the information processing procedure or violation of the established order of routing thereof;

4.5.3. Use of any software that may adversely affect the operation of the Optima24 system and integrity thereof;

4.5.4. Improper and/or untimely fulfillment of the Client's obligations under any agreement entered into between the Bank and the Client;

4.5.5. Failure to submit, at the Bank's request, within 3

banking days, information and documents relating to its activities and banking operations conducted by it in accordance with the requirements of the current laws of the Kyrgyz Republic regulating the money laundering issues.

4.6. The Bank shall be entitled to refuse to conduct a banking operation in case of:

4.6.1. Unscheduled replacement, repair, maintenance of equipment and (or) software used by the Bank to ensure operation of the Optima24 system, for a period of up to 24 hours (inclusive) - without prior notice to the Client. In case of preliminary notification of the Client about refusal to conduct a banking operation by posting relevant information on the corporate website of the Bank - the term for refusal to conduct a banking operation shall be determined by the corresponding notification;

4.6.2. Detection of an error made by the Client when conducting an operation, specifying incorrect payment details, etc., as well as if an operation does not comply with the terms of the Agreement or the requirements of the laws of the Kyrgyz Republic.

4.7. The Bank at any time at its own discretion and on its own initiative may amend this Agreement in terms of banking operations, subject to the following:

4.7.1. The procedure and/or conditions for conducting any banking operation is determined by this Agreement in the version that is in effect or was in effect at the time of initiation thereof (hereinafter referred to as the "Current (in

relation to a specific operation) Version of the Agreement", unless otherwise directly provided for by the Current (in relation to this operation) Version of the Agreement.

4.7.2. The Bank provides access to the Current (in relation to a specific operation) Version of the Agreement through the Website of the Optima24 system.

4.7.3. Initiation by the Client of any banking operation provided for by this Agreement is deemed completed upon occurrence of all of the following conditions:

4.7.3.1. Successful Verification of the Client as per the terms of this Agreement;

4.7.3.2. Determination by the Client of all parameters of the relevant banking operation as per the terms of this Agreement;

4.7.3.3. Successful authentication of the Client by the Bank, which is considered as such only if the Client enters the correct data for Code 2.

4.7.4. The Client, by initiating any banking operation through the Optima24 system, confirms that he/she is familiar with the Current (in relation to a specific operation) Version of the Agreement, agrees that he/she understands the procedure for conducting the initiated banking operation described in the Instructions for use of the Optima24 system.

4.7.5. The Bank is entitled not to perform the operation initiated by the Client upon occurrence of any of the following conditions:

4.7.5.1. Insufficiency of funds on the Client's bank account/accounts for the respective operation;

4.7.5.2. Incomplete (incorrect) specifying by the Client of the details of the operation being performed, inconsistency of the operation being performed with the current laws of the Kyrgyz Republic;

4.7.5.3. The Client's failure to pay for access to the Optima24 system, if such payment was provided for by the Bank's Tariffs and/or directly by this Agreement;

4.7.5.4. Upon occurrence of other conditions provided for by this Agreement;

4.7.5.5. If there are technical problems.

4.8. When the deadline for fulfillment of the Client's monetary obligations under this Agreement falls due, the Client instructs the Bank to write off the funds independently in the amount necessary to fulfill the monetary obligations from any Client's accounts opened with the Bank.

4.9. Tariffs for banking operations provided for by this Agreement are determined by the Bank's Tariffs being in effect at the time of initiation of the corresponding banking operation.

4.10. By initiating any banking operation through the Optima24 system, the Client confirms that he/she is familiar with the Bank's Tariffs in force at the time of such initiation in terms of such operation, and agrees to conduct the banking operation as per the current Tariffs.

5. Rights and Obligations of the Parties

5.1. The Bank shall be obliged:

5.1.1. To provide on its part access to the Optima24 system via the Internet.

5.1.2. To conduct operations initiated by the Client through the Optima24 system in accordance with the terms of this Agreement, except for the cases provided for therein.

5.1.3. To ensure, within the limits of its capabilities, the confidentiality of information about the Client and his/her operations conducted and/or initiated in the Optima24 system.

5.1.4. To fulfill other obligations of the Bank as defined by this Agreement in relation to the banking operations conducted by the Client in the Optima24 system.

5.2. The Client shall be obliged:

5.2.1. To provide on its part access to the Optima24 system using technical devices and software that meet the following requirements of this Agreement:

5.2.1.1. Use of the official software located in the official Google and Apple app stores;

5.2.1.2. Use of the Bank's official website: www.optima24.kg;

5.2.1.3. Use of the corresponding versions of Android and iOS specified in the application;

5.2.1.4. Use of licensed software;

5.2.1.5. Regular updating of anti-virus databases.

5.2.2. To insure the safety, integrity and confidentiality of the Client ID, Password 1, Code 1 and Code 2.

5.2.3. To inform the Bank immediately about the receipt or

the possibility of obtaining by third parties access to the parameters or objects specified in clause 5.2.2. thereof.

5.2.4. To comply with the requirements of this Agreement when using the Optima24 system, as well as during conducting banking operations in the Optima24 system.

5.2.5. To pay for the services provided by the Bank hereunder, within the time-limit and in the amount determined by this Agreement.

5.2.6. To satisfy other obligations of the Client specified herein in relation to banking operations conducted by the Client in the Optima24 system.

5.3. The Bank shall be entitled:

5.3.1. To amend the terms of this Agreement unilaterally under the conditions determined hereby.

5.3.2. To block the Client's access to the Optima24 system upon occurrence of one of the following events:

5.3.2.1. Execution of 5 (five) consecutive unsuccessful attempts to enter Password 1;

5.3.2.2. Failure to pay for the Bank's services to have been provided to the Client during the next Access Period;

5.3.2.3. Posing restrictions/seizure on the Client's account under applicable laws of the Kyrgyz Republic;

5.3.2.4. based on the request/application of the Client;

5.3.2.5. in other cases stipulated by the laws of the Kyrgyz Republic.

5.3.3. To block access to the Optima24 system for the purpose of performing preventive or repair work provided

that the obligation specified in clause 5.1.1. hereof has been fulfilled.

5.4. The Client shall be entitled:

5.4.1. To exercise access to the Optima24 system at any time voluntarily, 24 hours 7 days a week.

5.4.2. To initiate banking operations through the Optima24 system subject to the requirements hereof.

5.4.3. To require the Bank to provide documentary confirmation of the banking operation conducted by the Client in the Optima24 system.

6. Responsibility of the Parties

6.1. The Parties shall bear responsibility for improper performance of their obligations under the Agreement in accordance with the laws of the Kyrgyz Republic.

6.2. The Client shall bear responsibility in accordance with the laws of the Kyrgyz Republic for safety and confidentiality of means of access to the Optima24 system (ID, Password 1, Code 1 and Code 2), as well as for losses that may arise in case of unauthorized use of means of access or unauthorized operations of third parties caused by the Client.

6.3. The Parties shall be released of liability in case of non-performance or improper performance of their obligations under this Agreement, if such non-performance or improper performance is caused by the circumstance of insuperable force (force majeure). Force majeure circumstances shall be extraordinary and unavoidable circumstances under the

given conditions that occurred upon entering into this Agreement and which neither of the Parties could have foreseen or prevented in a reasonable way (natural and man-made disasters, armed conflicts, riots, terrorist acts, etc.). The Party, for which performing obligations has become impossible due to force majeure circumstances, must inform the other Party about occurrence and termination of these circumstances within ten days. Onset of the force majeure circumstances extends the term to perform the corresponding obligation for a period the duration of which corresponds to the duration of the circumstance that has occurred, without obliging the Party that does not perform the obligation by virtue of these circumstances to compensate for losses.

6.4. The Bank shall be released of liability for non-performance or improper performance of its obligations under this Agreement if the Client indicated incorrect banking details in the Optima24 system, for distortion of electronic messages caused by the Client, as well as for non-performance due to breakdowns and accidents in the software and hardware facilities and other infrastructure used by the Bank to provide the services (including power supply, communication systems), and in other cases stipulated by the laws of the Kyrgyz Republic. The Bank shall not be liable if during using the Optima24 system by the Client the information transmitted between the Client and the Bank becomes known to third parties as a result of

wiretapping, interception, hacking of the Client's software and hardware facilities and/or presence of the malicious software, as well as due to violation by the Client of the rules for using the means of access described herein.

6.5. Moreover, entry into force after conclusion of this Agreement of the legislative acts adopted by the public authorities and administration within their competence, which directly make it impossible (prohibit) for the relevant Party to perform corresponding obligation shall be the circumstances that release from liability in case of non-performance or improper performance of the obligations under this Agreement.

6.6. The Bank shall not be liable for:

6.6.1. Lack of access to the Optima24 system or incorrect operation of the Optima24 system, if the Client uses hardware and software facilities for such access that do not meet the requirements of the Agreement, or if the Client performs other actions that do not comply with the requirements of this Agreement.

6.6.2. Lack of access to the Optima24 system if third parties obtain information about the Client's ID in any way, in particular, but not exclusively through direct or negligent provision by the Client of his/her ID and/or Password 1 and/or Code 1 to third parties, selection of ID and/or Password 1 and/or Code 1 by third parties, etc.

6.6.3. Access and/or initiation of banking operations by third parties, if third parties receive information about ID,

Password 1 and/or Code 1 and/or Code 2 in any way, in particular, but not exclusively through direct or negligent provision by the Client of his/her ID, Password 1 and/or Code 1 and/or Code 2 to third parties, selection of ID, Password 1 and/or Code and/or Code 2 by third parties, etc. 6.6.4. Failure to conduct operations due to the conditions specified in clause 4.8.5 thereof.

6.7. The Client shall be aware of the relevant risks, be independently and fully liable for all consequences caused by the events specified in clause 6.6. thereof.

7. Agreement Termination

7.1. The Bank shall be entitled to unilaterally terminate this Agreement at any time by notifying the Client using the Optima24 system at least 7 banking days prior to termination thereof.

7.2. The Client shall be entitled to unilaterally terminate this Agreement at any time by notifying the Bank at least 7 banking days before termination thereof and by filling in a written application in person at the Bank and presenting an ID document.

8. Procedure of Introducing Amendments and Additions into the Agreement

8.1. When introducing amendments and additions into the terms of this Agreement, understanding on changing the terms of this Agreement shall be reached by the Parties as

follows:

8.1.1. The Bank shall send an offer to the Client on changed conditions by posting a new version of the Agreement in the Internet on the website at: www.optima24.kg;

8.1.2. The Client's logging into the Optima24 system as applicable shall be considered as consent and acceptance of the Agreement terms and conditions valid at the time of such Client's logging into the Optima24 system, i.e. the Client's consent to amend the terms of the Agreement shall be deemed to have been received;

8.1.3. The Client's disagreement with introduction of amendments and additions into the terms of the Agreement (refusal to agree and accept) can be expressed within 7 (seven) calendar days by the Client's written refusal, drawn up in person at the Bank and presenting an ID document.

9. Dispute Settlement Procedure

9.1. All disputes arising from this Agreement, including those related to its violation, termination, cancellation or invalidity, shall be considered in the International Arbitration Court at the Chamber of Commerce and Industry of the Kyrgyz Republic (Bishkek city, Kyrgyz Republic) in accordance with the Rules of the International Court of Arbitration by an arbitrator (if the cost of the claim is up to USD 50,000 (fifty thousand) or in the national currency at the discount rate of the National Bank of the Kyrgyz Republic on the day of filing the statement of claim) and three arbitrators (if the cost of the claim is more than USD 50,000 (fifty thousand) or in the

national currency according to the discount rate of the National Bank of the Kyrgyz Republic on the day of filing the statement of claim) elected in accordance with these Rules. The laws of the Kyrgyz Republic shall be considered applicable substantive law under which the dispute will be considered. The arbitration proceedings must be conducted in the Russian or in the Kyrgyz language as agreed by the Parties. The decision of the arbitration court shall be final and not be subject to challenge.

9.2. This Agreement shall be drawn up in the Kyrgyz, Russian and English languages. In case of discrepancy in interpretation of the provisions of this Agreement, the parties will be guided by the text in the Russian language.

10. Address and Details of the Bank

“Bank”: “Optima Bank” OJSC, Legal address: 493, Jibek Joly Ave., Bishkek city, Kyrgyz Republic BIC 1090001, SWIFT: ENEJKG22