

APPROVED

By the decision of the Executive Management Team

Kompanion Bank CJSC

dated _____ 2019

№ _____

CEO

_____/Margarita Cherikbaeva

**Account Opening and Service Procedure (Individuals),
Kompanion Bank CJSC**

- 1. GENERAL PROVISIONS**
 - 1.1. These Procedures determine the order of account opening and service (individuals) Kompanion Bank CJSC (hereinafter referred to as the Bank).
 - 1.2. These procedures have been developed in accordance with legislation of the Kyrgyz Republic (hereinafter referred to as the KR), regulations of the National bank of the Kyrgyz Republic.

- 2. TERMS**
 - 2.1. **Demand deposit account** – used by the Client for storage and accumulation of funds as well as for payments and settlements, in accordance with the terms of Master agreement on deposits accounts for individuals.
 - 2.2. **Term deposit account** –used by the Client for storage and accumulation of funds placed for particular period of time, and bringing income on accrued interest and is not intended for settlements with third parties.
 - 2.3. **Deposit account on the other terms of return** – obligation of the Bank to return the deposit and pay interest accrued thereon upon occurrence (non-occurrence) of a certain circumstance (event).

- 3. GENERAL PROCEDURE FOR ACCOUNT OPENING AND SERVICE**
 - 3.1. The account is opened for the client on the basis of application and submission of full package of documents, needed in accordance with requirements of legislation of the KR and internal regulations of the Bank.
 - 3.2. The Client shall confirm that he is a legal owner of funds, and the source of funds received on his account is allowable/legal.
 - 3.3. Upon Client's application, the Bank can open new Accounts under the Master agreement on deposit account for individuals. The Bank opens an Account and informs the Client of his number no later than the next banking day after provision of all the necessary documents by the Client, and/or the Client can open new Accounts independently using the Remote Banking system.
 - 3.4. The Client shall be notified about account number after its opening by any means of communication.

- 3.5. For conduction of operations against Client's account, the Bank has a right to engage other banks and/or financial institutions, and/or payment organizations, and/or payment systems operators at its own discretion.
- 3.6. In addition to Client's private money, to the demand deposit account also can be added salary, royalties, pensions, alimony, social benefits, funds from another banking account, payments related to succession, payments for sale of personal property belonging to the Client, money transfers and other receipts and payments, including repayments of loans.
- 3.7. In addition to Client's private money, to the demand deposit account of individuals also can be added salary, royalties, pensions, alimony, social benefits, funds from another banking account, payments related to succession, payments for sale of personal property belonging to the owner of the account, money transfers and other receipts and payments, including repayments of loans. The Client can make payment of private nature from his demand deposit account of individual, including payments for acquired goods (provided services) for private use, repayment of loan, payment for utilities and other similar payments of private nature.
- 3.8. Interests on funds kept at demand deposit Account are not accrued and not paid by the Bank, if it is not stipulated in separate agreement between the Parties.
- 3.9. Conditions of term deposit, accrual and payment of interests on term deposit and other conditions of term deposit are regulated by separate Agreement on term deposit for individuals in the form approved by the Bank.
- 3.10. Payment of interests on deposit and return of deposit is made through charge on the Client's demand deposit account, unless otherwise is established by the Term Deposit Agreement.
- 3.11. Any operations against the Client's Account are made after receiving a written order on the basis of payment document registered in accordance with requirement of the legislation of the KR, up to the account balance, unless otherwise is stipulated in the Master Agreement on deposit account for individuals or legislation of the KR.
- 3.12. If the Client charges the Bank with several operations, amount of which exceeds the balance on his Account, the Bank performs operations at its discretion up to the account balance and/or in accordance with the legislation of the KR.
- 3.13. All payments and operations against the Account are made in the currency of the Account.
- 3.14. Charge of funds in foreign currency received in favor of the Client is made by the Bank no later than the banking day following the day of receipt of the Account statement of the relevant correspondent bank.
- 3.15. In cases where payment documents foundational for charging of funds to the Client's Account contain incomplete, distorted, inaccurate or contradictory information or such documents are not available, the Bank has a right to delay charge of the received amount to the Client's Account until it receives documents containing the necessary information. The Bank also has a right to return the amount to the sender if the document does not contain information or indicates incorrect information necessary for the Client due diligence.
- 3.16. The Client shall be obligated not to use the services provided by the Bank for any illegal purposes; not to perform any actions (operations) aimed at money laundering and financing of terrorism and extremism, in accordance with the legislation of the KR.
- 3.17. The Client has a right to terminate the Master Agreement on deposit account for individuals unilaterally through submitting an Account closing written request to the Bank.
- 3.18. The Bank and the Client can conclude deposit agreement on other terms of return.

- 3.19. The Bank has a right to debit funds from all Client's Accounts in the Bank without notice in the cases and in accordance with procedures stipulated by the legislation of the KR and this Agreement, including repayment of the Client's debt to the Bank, arising from any legal relationship between the Bank and the Client, in case of wrong or baseless charge of funds to the Client's Account by the Bank. If currency of the Account differs from currency of the debt, the exchange rate set by the Bank is applied for conversion.
- 3.20. The Bank has a right to engage other banks and/or financial institutions, and/or payment organizations, and/or payment system operators for conduction of operations against the Client's account.
- 3.21. The Parties accept that the Deposit Account Agreement can be concluded using an electronic digital signature through remote banking system. The Parties also accept that an electronic signature is considered to be equivalent to the Client's handwritten signature.
- 3.22. The Client gives consent to collection, receipt, transmission, exchange and processing of personal data by third parties on the instruction of the Bank in accordance with requirements of the legislation of the Kyrgyz Republic, including consent to collection, transmission and processing of the contact number and payment discipline, terms of using mobile services, monthly amount of expenses for mobile services, roaming, types of end equipment used for mobile communication, etc., as well as collection, receipt, transmission, exchange and processing of personnel data provided to the Bank independently or obtained by the Bank from other sources in accordance with the legislation of the Kyrgyz Republic, in cooperation with the State Registration Service, Social Fund, Tax and other government agencies and/or other third parties, with which the Bank has written cooperation agreements. This consent is evergreen.

4. BANKING SERVICES PAYMENT AND CALCULATION PROCEDURE

- 4.1. The Client shall be obligated to pay for the Bank's services, in accordance with applicable Tariffs of the Bank, unless otherwise provided by the Master Agreement on deposit account for individuals.
- 4.2. The Bank may unilaterally change tariffs for Account servicing. The Client shall be informed about changed Tariffs no less than 10 (ten) banking days prior to their entry into force through placing them on information boards in customer floors of the Bank and publication of information on the official website of the Bank www.kompanion.kg.
- 4.3. The Client is obliged to reimburse all expenses of the Bank and/or third parties connected to execution of Client's instructions against the Account.
- 4.4. Payment for services is made through direct debiting from the Client's any Account, with their conversion at the rate set by the Bank in the corresponding currency on the day of the operation. The Client instructs the Bank to debit commission for provided services from his Account as a matter of priority and without notice.

5. LIABILITIES OF THE PARTIES

- 5.1. The Bank is exempted from liability if delay occurred due to the fault of the correspondent bank and/or fault of the Client who indicated incorrect details.
- 5.2. The Parties are exempted from liability for the force majeure period. The party referring to force majeure is obliged to notify the other Party in writing no later than

10 (ten) banking days from the date of occurrence of such circumstances, with submission of supporting document issued by the competent state agency.