

PUBLIC OFFER
to Enter into an Agency Agreement for Client Servicing
with CJSC “Bank Kompanion”

This Public Offer, pursuant to Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, shall be deemed a public offer and constitutes an open-ended proposal of CJSC “Bank Kompanion” (hereinafter – the “Bank”) addressed to any legally competent individual with full legal capacity engaged in entrepreneurial activity and duly registered in accordance with the laws of the Kyrgyz Republic, to enter into an Agency Agreement for Client Servicing of CJSC “Bank Kompanion” with the mandatory opening of a settlement account (hereinafter – the “Agreement”), the terms and conditions of which are set forth in this Public Offer.

The Agreement shall be deemed concluded in written form upon acceptance (confirmation of agreement to the terms) by the responding party (hereinafter – the “Agent”). Acceptance shall be deemed completed by the Agent and received by the Bank upon installation and first login to the “Kompanion Agent” mobile application (hereinafter – the “Mobile Application”), and, for the purpose of opening a settlement account, additionally upon execution and certification of an application in the form prescribed by the Bank by means of a digital identifier, handwritten signature, or electronic signature. Acceptance shall be deemed full and unconditional and, pursuant to Part 3 of Article 399 and Article 402 of the Civil Code of the Kyrgyz Republic, shall constitute execution (signing) of and accession by the Agent to all terms and conditions of the Agreement. The Agreement shall enter into force only subject to the Agent’s successful completion of the required due diligence review, as well as submission of all documents and/or information required under the banking laws of the Kyrgyz Republic (hereinafter – the “KR”), the Bank’s internal regulations (hereinafter – the “IRs”), and the Agreement.

This Public Offer shall remain valid until it is declared invalid or replaced by publication of a revised version of this Public Offer or a new public offer.

The Agent hereby confirms that he/she:

- has reviewed the terms and conditions set forth in this Public Offer (Agreement), fully agrees with them, and undertakes to comply therewith;
- is the lawful owner of the funds, and the source of funds credited to his/her Settlement Account is lawful and legitimate;
- is legally competent and has full legal capacity, is not under guardianship, trusteeship, surety supervision, or medical patronage, is capable of independently exercising and defending his/her rights and performing obligations, and does not suffer from any condition preventing comprehension of the nature and implications of entering into the Agreement;
- guarantees the accuracy, completeness, and currency of all information provided to the Bank and grants the Bank the right to process the provided data within the Mobile Application system;
- has been informed of the procedures for upcoming verification of the Agent’s core personal data and tax registration through government services or available data sources, and is prepared to execute the relevant consent (in accordance with the Appendix to this Agreement), as well as acknowledges the consequences of providing incomplete information

or false data and documents during remote identification and verification and throughout cooperation with the Bank.

The Agent may review additional information, including Tariffs, at the Bank's branches or on the Bank's official website (<https://www.kompanion.kg>).

1. Terms and Definitions

Agent's Settlement Account – a settlement account for individual entrepreneurs opened for the purpose of conducting payments through the "Kompanion Agent" Mobile Application, with the ability to perform all financial transactions related to the Agent's business activities.

Authorization – permission granted by the Bank to conduct transactions using the Mobile Application, giving rise to the Agent's obligation to execute instructions of electronic wallet/mobile application holders as provided for under this Agreement.

Authorization Code – a unique combination of numerical characters representing the approval or denial number assigned by the Bank to a completed authorization.

Bank Secrecy – any information transmitted by a client to the Agent and/or the Bank, created by the Agent and/or the Bank, or otherwise arising in connection with the relationship between the Agent and/or the Bank and the client, including pre-contractual relations, in the course of conducting banking activities.

Client – an individual or legal entity using the Bank's services or products, including a holder of electronic money issued by the Bank.

Identifier – any information, including a code, cipher, number, address, or other identifier, that enables digital records containing such information to be linked with one another, with the Bank, and/or logically associated therewith, and which is used to identify the person on whose behalf information is signed.

Mobile Application – software or other software-hardware solution of the Bank titled "Kompanion Agent", enabling payments to be made from the Agent's linked settlement account.

Mobile Application System (the "System") – an electronic money settlement system comprising banking and other institutions, hardware and technical infrastructure, rules, and procedures enabling processing, circulation of electronic money, and execution of payments through various access channels.

Payment Recipient – individuals and legal entities (residents and non-residents, including individual entrepreneurs as defined under the KR legislation) in whose favor a Transfer is executed.

Transfer (Transaction, Payment) – a cashless transfer of funds executed by the Bank in favor of the Payment Recipient from the Mobile Application based on the Payer's Instruction. A Transfer may not be associated with the Client's entrepreneurial activities.

2. Subject Matter of the Agreement

2.1. The Bank shall open a Settlement Account for the Agent and grant the Agent access to the System and the Mobile Application, and the Agent shall, on behalf of and in the name of the Bank, provide services to Clients on the terms and conditions set forth in this Agreement.

2.2. The Bank shall open the Agent's Settlement Account and grant access to the Mobile Application subject to the Agent's submission of all documents required by the Bank.

2.3. The procedure for opening the Agent's Settlement Account and providing services to Clients shall be governed by the KR legislation, the Bank's IRs, and this Agreement.

2.4. For purposes of prompt identification and verification of the Agent, proper provision of banking services, and ensuring effective ongoing cooperation between the Parties, the Agent freely, knowingly, and voluntarily consents to the Bank's collection, processing, transfer, and cross-border transfer of the Agent's personal data in accordance with Appendix No. 1 to this Agreement.

3. Procedure for Opening a Settlement Account, Connection To, and Operation Within the System

3.1. Opening and servicing of the Agent's Settlement Account shall be carried out as follows:

1) The Agent's Settlement Account shall be opened based on a signed application in the form prescribed by the Bank and submission of the full set of documents required in accordance with the KR legislation and the Bank's IRs.

2) No interest shall be accrued or paid by the Bank on funds held in the Settlement Account.

3) All payments and transactions on the Settlement Account shall be conducted in the currency of the account.

4) Transactions on the Settlement Account at the Bank's branches shall be conducted on the following terms:

– transactions shall be executed upon receipt of a written instruction based on a payment document prepared in accordance with the KR legislation, within the available account balance, unless otherwise provided by this Agreement or applicable law;

– payment documents shall be accepted for execution during the Bank's Client service hours (the "Operating Hours"). Settlement shall be executed on the same day for documents received within Operating Hours. Documents received after Operating Hours shall be executed on the next business day;

– where the Agent instructs the Bank to perform multiple transactions whose aggregate amount exceeds the balance of the Settlement Account, the Bank shall execute such transactions at its discretion within the available balance and/or in accordance with the KR legislation;

– on other terms provided for by the KR legislation and the Bank's requirements.

5) Upon the Agent's request, the Bank may open additional Settlement Accounts.

6) The Settlement Account number shall be provided to the Agent in writing.

7) Payment documents shall be accepted for execution within the timeframe established by the Bank. Cut-off times and fees for payments are set forth in the Bank's Base Tariffs (the "Tariffs"), published on information boards in the Bank's operating halls and/or on the Bank's official website.

8) Any transactions on the Agent's Settlement Account shall be executed upon receipt of a written instruction based on a payment document prepared in accordance with the KR legislation, within the available Settlement Account balance, unless otherwise provided by this Agreement or applicable KR law.

9) If the Agent instructs the Bank to execute multiple transactions exceeding the available balance, the Bank shall execute transactions at its discretion within the available balance and/or in accordance with applicable KR law.

10) All payments and transactions shall be conducted in the currency of the Settlement Account. In the event of a foreign exchange transaction executed at an erroneous rate due to a technical failure or other cause, the transaction amount shall be recalculated and converted at the Bank's valid exchange rate for the relevant currency or at the official exchange rate of the KR National Bank. The Agent shall reimburse the Bank for any resulting difference within 5 (five) business days from the Bank's demand.

11) Funds in foreign currency received in favor of the Agent shall be credited by the Bank no later than the business day following receipt of the statement from the relevant correspondent bank.

12) Where payment documents serving as the basis for crediting funds to the Agent's Settlement Account contain incomplete, distorted, inaccurate, or contradictory information, or where such documents are absent, the Bank shall have the right to delay crediting the funds until documents containing the required information are received. The Bank may also return the funds to the sender if the documents lack or contain incorrect information required for full identification of the Agent.

3.2. Connection to and operation within the System shall be carried out as follows:

1) Within 5 (five) business days from the date of execution of this Agreement, the Bank shall grant the Agent access to the System (including identification and verification/authentication). For this purpose, the Agent must possess a compatible mobile device with Internet access.

2) The Parties agree that all relevant information relating to the Mobile Application/System is published on the Bank's website at <https://www.kompanion.kg> and shall be used by the Agent in performing services and servicing Clients under this Agreement.

3) The procedure for provision of liquidity to the Agent by the Bank shall be determined by a separate agreement between the Parties.

4) The Agent shall perform the following transactions for Clients, subject to the limits published on the Bank's website at: <https://www.kompanion.kg>.

○ acceptance and processing of payments and settlements for goods and services not related to the Agent's own business activity, in favor of third parties via payment systems based on information technologies and electronic payment instruments;

- loan repayments;
- distribution and redemption of electronic money;
- cash withdrawals from bank cards;
- money transfers, including transfers to another Agent;
- client consultations prior to obtaining online loans;
- client consultations prior to opening online deposits;
- participation in pilot projects involving client consultations regarding new and existing Bank products.

4. Procedure for Conducting Transactions Via the Mobile Application

4.1. Transactions conducted via the Mobile Application shall be carried out on the basis of the Agent's instructions issued in accordance with Clauses 4.2 and 4.3 of this Agreement. Transactions may also be conducted on other grounds provided for in this Agreement, the KR legislation, and the Bank's IRs.

4.2. An instruction for a transaction shall be deemed generated, authenticated, and submitted to the Bank after the Agent logs into the System (authentication), provides payment details by completing the relevant forms within the Mobile Application, and uses the Identifier.

4.3. A transaction instruction submitted by the Agent through use of the Identifier shall constitute a proper and sufficient method of confirming the Agent's intent to perform the transaction and the authenticity of the submitted instruction.

4.4. The Agent's use of the Identifier when using the Mobile Application shall give rise to the same legal consequences as affixing a handwritten signature under the KR legislation.

4.5. All electronic documents transmitted by the Agent, signed using the Identifier and received by the Bank through the Mobile Application:

- shall be deemed authentic, identical, and integral documents originating from the Agent and shall serve as a basis for legally significant actions;
- shall satisfy the requirements for transactions executed in simple written form and shall have the same legal force as equivalent paper documents bearing the Agent's handwritten signature.

4.6. A transaction conducted via the Mobile Application shall be deemed final at the moment the Bank executes the Agent's transaction instruction.

4.7. A transaction may not be executed in the following cases:

4.7.1. Exceeding limits or violating restrictions established by this Agreement, the KR legislation, or the Bank's IRs;

4.7.2. Insufficient funds of the Agent to complete the transaction via the Mobile Application;

4.7.3. Errors in payment details and/or other required particulars;

4.7.4. Failure to provide, or provision of an incomplete set of documents (details) required by the Bank to execute the transaction and/or to identify and verify the Agent in accordance with the KR legislation;

4.7.5. Blocking of the Mobile Application upon the Agent's request or unilaterally by the Bank pursuant to Subclauses 5.1.8, 5.1.9, and 5.1.10 of this Agreement;

4.7.6. Execution of a transaction that contradicts the KR legislation and/or the terms of this Agreement;

4.7.7. In other cases provided for by this Agreement, the KR legislation, and the Bank's IRs.

4.8. Transactions via the Mobile Application shall be conducted solely in the KR national currency.

4.9. Where a card/account or electronic wallet is funded in foreign currency through the Bank's cash desk, the Bank shall credit the equivalent amount in national currency calculated at the Bank's exchange rate effective on the date of crediting.

4.10. Other limits and restrictions applicable to transactions via the Mobile Application, including those established by the KR legislation and the Bank's IRs, shall be published on the Bank's official website (<https://www.kompanion.kg>).

4.11. The procedure for conducting transactions set forth in this Section may be amended and/or supplemented in the manner and within the timeframes provided for in Clauses 8.4 and 8.5 of this Agreement.

5. Rights and Obligations of the Parties

5.1. The Bank shall:

5.1.1. Provide the Agent with access to the System and ensure interaction between the Parties in accordance with the Bank's IRs.

5.1.2. Provide the Agent, free of charge, with informational and instructional materials.

5.1.3. Provide training to the Agent regarding Client service procedures in accordance with instructional materials governing transactions conducted through the Mobile Application, as well as procedures for verifying the authenticity of national currency banknotes and coins. Instructional materials shall be delivered to the Agent through available communication channels. Such materials remain the property of the Bank and are provided to the Agent for temporary use solely for the performance of the Agent's obligations under this Agreement. Any dissemination or use of instructional materials for purposes other than those set forth in this Agreement, including any direct or indirect reference to or use of such materials in relationships with the Agent's partners or in the Agent's internal documents (policies, procedures, instructions, etc.), is strictly prohibited. In the event of a violation of this provision, the Bank shall have the right to assert a claim against the Agent and/or immediately terminate this Agreement subject to settlement of mutual obligations, without limiting the Bank's right to seek judicial protection of its rights.

5.1.4. Provide technical support to the Agent by telephone, Internet, and other available means regarding issues related to services provided on behalf of the Bank.

5.1.5. Use best efforts to ensure the security of payment processing at all stages in accordance with the KR legislation and to prevent fraud or falsification.

5.1.6. Maintain confidentiality of information obtained by the Bank in the course of performing this Agreement in accordance with the KR legislation.

5.1.7. Monitor Client transactions conducted by the Agent and generate transaction volume reports in accordance with the established reporting schedule.

5.1.8. Block the Mobile Application in the cases and in the manner provided by the KR legislation (including upon request of the Financial Intelligence Authority or the KR National Bank).

5.1.9. Block or close the Mobile Application and the Settlement Account in the following cases:

- registration in the Mobile Application by an individual lacking legal capacity or having limited legal capacity;
- deactivation or cancellation of the mobile phone number used for registration in the Mobile Application;
- identification of a violation of the prohibition on granting third parties access to the System, the Mobile Application, the Settlement Account, card, login credentials, or passwords, including conducting financial transactions on behalf of and in the interest of third parties for unlawful purposes;
- identification of violations of the Bank's IRs;
- other cases provided for in this Agreement and/or by the KR legislation.

In the above cases, the Agent's remaining funds shall be transferred to a special account of the Bank. Unless otherwise provided by the KR legislation, the Agent may request, in writing, return of the remaining funds net of applicable fees and other lawful deductions.

5.1.10. Block the Mobile Application if no transactions have been conducted through it for a period of 12 (twelve) consecutive calendar months, regardless of the account balance.

5.1.11. Ensure safekeeping of funds held in the Settlement Account.

5.1.12. Execute the Agent's instructions regarding transactions on the Settlement Account and accept and credit funds received to the Agent's Settlement Account in accordance with this Agreement and applicable KR law, in the currency of the Settlement Account.

5.1.13. Ensure confidentiality of the Settlement Account, transactions conducted thereon, and information about the Agent, except as otherwise required by the KR legislation.

5.1.14. Provide the Agent with account statements for the Settlement Account as transactions occur, no later than the business day following the transaction date. If the Agent does not submit objections within 5 (five) business days from the date the statement is issued, the statement shall be deemed confirmed and accepted by the Agent.

5.2. The Bank shall have the right to:

5.2.1. Monitor, supervise, and audit all transactions conducted by the Agent within the System, whether remotely or on-site.

5.2.2. Indicate in its marketing and promotional materials that the Agent is authorized

to provide the relevant services, including use of the Agent's logos, location details, and business activity information.

5.2.3. Establish per-transaction, daily, and monthly limits on transactions conducted via the Mobile Application. Information regarding such limits is published on the Bank's website at: <https://www.kompanion.kg>

5.2.4. Amend this Agreement unilaterally, including transaction limits and/or tariffs and the list of services/transactions offered, by notifying the Agent at least 10 (ten) calendar days prior to the effective date of such amendments by one of the following methods:

- publication of updated limits and/or tariffs on information boards at the Bank's branches or on the Bank's website (<https://www.kompanion.kg>);
- push notifications via the Mobile Application;
- transmission of messages via messaging applications.

5.2.5. Reverse erroneous top-ups credited to the Agent's bank accounts/cards or electronic wallets based on a substantiated Client claim, as well as suspend or reverse any suspicious transactions conducted via the Mobile Application in the cases and manner provided for by the KR legislation on combating terrorist financing and legalization (money laundering) of criminal proceeds, and in cases of actual or suspected fraudulent or other criminal transactions, with return of the funds to the original owner.

5.2.6. Debit funds without acceptance (non-consensual debit) from any bank accounts/cards or Electronic Wallets of the Agent held with the Bank in the cases and manner provided for by the KR legislation and this Agreement, including where the Agent has outstanding indebtedness to the Bank arising from any legal relationship between the Bank and the Agent, or in cases of erroneous or unjustified crediting of funds to the Agent. Where the currency of the Agent's indebtedness differs from the currency of the relevant bank account/card or Electronic Wallet, conversion shall be performed at the Bank's exchange rate or at the official exchange rate of the KR National Bank as of the debit date.

5.2.7. Suspend or disconnect the Agent from the System at its discretion, with subsequent notification to the Agent by any available means of communication indicating the reasons for such suspension or disconnection. Grounds for suspension or disconnection shall include, but not be limited to, the following:

- 1) violation by the Agent of the terms of this Agreement and/or the Bank's IRs;
- 2) disruption of technical connectivity with the Agent due to malfunction of the Agent's systems;
- 3) threats to the Bank's system, including systematic technical failures;
- 4) receipt from the Agent's system of suspicious data, information, or requests;
- 5) non-compliance by the Agent with legal requirements, including those relating to anti-money laundering and counter-terrorist financing (AML/CFT);
- 6) failure to meet eligibility or compliance requirements applicable to Agents under the KR legislation.

5.2.8. Refuse to accept and/or execute the Agent's instructions or payment

documents in the following cases: illegible entries or incorrect payment details; where the payment order is unsigned or signed by an unauthorized person; absence of a required seal or an illegible seal imprint; insufficient funds in the Settlement Account to complete the payment and pay the Bank's fee; where the Settlement Account is subject to seizure or attachment by authorized government authorities; or in other cases provided for by this Agreement or applicable KR law.

5.2.9. Require the Agent to provide additional documents and information related to a transaction on the Settlement Account and/or confirming the legality and economic purpose of a transaction, including transactions already executed, for purposes of anti-money laundering and counter-terrorist financing (AML/CFT) compliance. In the event the Agent refuses to provide the requested documents, the Bank reserves the right to refuse execution of any transactions on the Settlement Account.

5.2.10. Debit funds without prior acceptance from all bank accounts of the Agent held with the Bank in order to enforce decisions of competent government authorities in the cases and manner provided by the KR legislation; to settle any indebtedness of the Agent to the Bank arising from any legal relationship between the Bank and the Agent; or in cases of erroneous or unjustified crediting of funds to the Agent's Settlement Account. Where the currency of the Settlement Account differs from the currency of the indebtedness, conversion shall be performed at the Bank's applicable exchange rate.

5.2.11. Terminate this Agreement unilaterally in the following cases:

1) the Agent fails to provide documents required to satisfy identification and verification requirements, including identification of the beneficial owner and other due diligence measures necessary to conduct transactions on the Settlement Account;

2) the Agent fails to provide documents required to conduct account transactions confirming the economic substance of the transaction and the existence of genuine business activity conducted by the Agent;

3) the Agent provides false or misleading data and documents;

4) information is obtained, in accordance with the KR legislation, indicating the Agent's involvement in terrorist, extremist, or other criminal activities, or in the proliferation of weapons of mass destruction;

5) the Agent fails to pay for the Bank's services in accordance with the Tariffs;

6) material breach of this Agreement or violation of the rights and legitimate interests of Clients;

7) other cases provided for by the KR legislation.

5.2.12. Terminate this Agreement unilaterally with mandatory notice to the Agent at the last known address and/or via telephone or electronic message to the registered mobile number/email at least 1 (one) calendar month prior to closure of the Settlement Account, in cases where there are no funds and/or no account activity on the Settlement Account for 12 (twelve) consecutive calendar months.

Upon termination of this Agreement, any remaining funds shall be held in a separate account in accordance with the KR legislation.

5.2.13. Conduct mandatory monitoring of the Agent's transactions for anti-money laundering and counter-terrorist financing (AML/CFT) purposes in accordance with the KR legislation and regulatory acts of the KR National Bank.

5.2.14 Change the Settlement Account number by providing written notice to the Agent at the last known address and/or via telephone or electronic message to the registered mobile number/email, as well as through Internet banking/mobile banking, at least 10 (ten) business days prior to the proposed effective date of such change. Following the change, all funds shall be transferred to the new Settlement Account, and all subsequent transactions shall be conducted through the new account.

5.2.15. Amend this Agreement unilaterally, without the Agent's consent, in the event of changes to the KR legislation or regulatory acts of the KR National Bank.

5.2.16. From the moment the Agent's consent is obtained, collect and process the Agent's personal data, including cross-border transfer of personal data, for purposes of providing banking and other services to the Agent, conducting market research, and improving banking services and products.

5.2.17. Where indicators of potentially fraudulent activity are identified in the Agent's operations, suspend debit transactions on the Settlement Account for a period of up to 30 (thirty) days.

5.3. The Agent shall:

5.3.1. Ensure proper, accurate, and high-quality provision of services to the Bank's Clients in connection with transactions conducted via the Mobile Application as provided under this Agreement.

5.3.2. Display informational materials intended for Clients in a visible and easily accessible location within the premises where Client services are provided.

5.3.3. Not exceed the transaction limits established for the Mobile Application as published on the Bank's website (<https://www.kompanion.kg>).

5.3.4. Provide services and use funds or electronic money within the Mobile Application solely for purposes of performing this Agreement and strictly within the scope of transactions available in the System, and execute transfers/payments exclusively pursuant to Clients' instructions and requests.

5.3.5. Comply with cash handling requirements set forth in the training materials.

5.3.6. Comply with the requirements contained in the instructional materials provided by the Bank.

5.3.7. Ensure the protection and confidentiality of information constituting Bank Secrecy and Clients' personal data, including by implementing appropriate measures for proper storage, use, transfer, disclosure, and protection against unauthorized access to such information.

5.3.8. Not, without the Bank's prior written consent, disclose, provide, transfer, or otherwise disseminate to third parties any information constituting Bank Secrecy, Clients'

personal data, or instructional materials provided by the Bank for use exclusively by the Agent.

5.3.9. Refrain from any actions that directly or indirectly may cause harm to the Bank and/or Clients, including conducting transactions in amounts exceeding those specified by Clients.

5.3.10. Comply with and observe the KR legislation; refrain from unlawful activity; not use the Bank's services and products for any illegal purposes; not engage in any actions (transactions) aimed at the legalization (money laundering) of criminal proceeds or financing of criminal activity in violation of applicable law; not conduct transactions on behalf of or in the interest of third parties for unlawful or fraudulent purposes; and not sell or transfer to third parties any accounts/cards/electronic wallets, access to the Mobile Application, or related details, PIN codes, login credentials, or passwords.

5.3.11. Upon the Bank's request, provide within 3 (three) business days the information and documents requested by the Bank relating to the Agent's activities and banking transactions conducted by the Agent, in accordance with the KR legislation governing anti-money laundering and counter-terrorist financing (AML/CFT).

5.3.12. When conducting transactions involving acceptance and payout (cash withdrawal) of Client funds, verify the Client's identity against the original passport, including full name, passport details, personal identification number (PIN) reflected in the passport, and other relevant data.

5.3.13. When accepting cash from Clients for the purpose of funding their Electronic Wallets, bank cards, or accounts, verify the authenticity of national currency banknotes and coins received.

5.3.14. Provide the services specified in this Agreement on behalf of the Bank.

5.3.15. Exercise oversight and control:

- over the Agent's employees' compliance with the provisions of this Agreement and the Bank's instructional materials relating to Client servicing;
- over compliance with requirements contained in instructional materials that may be additionally provided by the Bank;
- over the obligation of the Agent's employees to accept and execute Clients' instructions without imposing any additional fees or markups not agreed upon with the Bank.

5.3.16. Comply with security and personal data protection requirements when using the Mobile Application:

5.3.16.1 Ensure confidentiality of the PIN code; not disclose or transfer it to third parties; and not record it on paper or other physical media;

5.3.16.2. Independently pay all taxes and social contributions arising in connection with performance of this Agreement, including those related to receipt of remuneration;

5.3.16.3. Periodically change the PIN code and, when doing so, avoid obvious or easily guessed combinations such as telephone number endings, dates of birth, etc.;

5.3.16.4. Enter the PIN code only after ensuring that the screen of the mobile device is not visible to third parties.

5.3.17. Provide the Bank with accurate identification (personal) data.

5.3.18. Provide the Bank with information and documents required by the Bank under this Agreement.

5.3.19. Upon the Bank's request, provide information and documents confirming the source of funds in the Mobile Application for purposes of substantiating the basis of a transaction.

5.3.20. Notify the Bank in writing, no later than 3 (three) business days, of any changes relating to the Agent (including state re-registration, change of address, change of telephone numbers, loss of corporate seal, etc.), attaching the necessary supporting documents. The Agent shall bear full responsibility for failure to notify, or untimely notification of, the Bank regarding the changes specified in this clause. All correspondence sent by the Bank to the Agent's last known address shall be deemed duly received by the Agent.

5.3.21. In the event the Agent fails to notify or fails to timely notify the Bank in accordance with this Agreement, the Bank shall not be liable for any losses the Agent may subsequently incur as a result of non-withdrawal, non-transfer, or delayed withdrawal/transfer of funds.

5.3.22. Promptly notify the Bank of any erroneously executed transactions on the Settlement Account and refrain from using, and return to the Bank, any funds erroneously credited.

5.3.23. Reimburse the Bank for any losses or damages incurred by the Bank that are documented and substantiated.

5.3.24. Not provide services to the Bank's Clients (including consultations regarding online loans, consultations regarding opening online deposits, loan repayments, acceptance of payments in favor of third parties, etc.) within the Bank's branch offices.

5.4. The Agent shall have the right to:

5.4.1. Submit proposals regarding improvement or modernization of the terms of interaction between the Parties set forth in this Agreement.

5.4.2. Inform Clients that the Agent acts as the Bank's agent for the redemption and distribution of the Bank's electronic money.

5.4.3. Dispose of funds held in the Agent's Settlement Account in accordance with the KR legislation and this Agreement.

5.4.4. Issue instructions regarding the maintenance of the Settlement Account and obtain information related thereto.

5.4.5. Transfer funds to other Agents of the Bank for purposes of carrying out the Agent's business activities.

5.4.6. Terminate this Agreement unilaterally by submitting to the Bank a written application for closure of the Settlement Account.

5.4.7. Obtain overdraft facilities to ensure continuity of Client payment processing.

6. Settlement Procedure

6.1. The Agent's service fees shall be determined in accordance with the Tariffs in effect at the time the transaction is performed, as published on the Bank's website at <https://www.kompanion.kg>.

6.2. For services rendered, the Bank shall pay the Agent remuneration in the amount established by the Tariffs published on the Bank's website at <https://www.kompanion.kg> and/or in the manner and amounts determined by resolution of the Bank's authorized body.

6.3. The Tariffs may be amended by the Bank unilaterally. Updated Tariffs shall be communicated to the Agent at least 3 (three) business days prior to their effective date by posting them on information boards in the Bank's operating halls and/or by publication on the Bank's official website at <https://www.kompanion.kg>.

6.4. The Agent shall reimburse all expenses incurred by the Bank and/or third parties in connection with execution of the Agent's instructions relating to the Settlement Account.

6.5. Payment for services under this Agreement shall be made by direct (non-acceptance) debit of funds from any account of the Agent, with currency conversion, if applicable, at the Bank's exchange rate in effect on the date of the transaction. The Agent hereby authorizes the Bank to debit, on a priority and non-acceptance basis, commissions and fees due for services rendered from the Agent's account.

7. Liability of the Parties

7.1. The Bank shall be liable to Clients for the Agent's improper performance or non-performance of the Agent's obligations.

7.2. In the event either Party fails to perform or improperly performs its obligations, the other Party shall have the right to demand performance of the obligations assumed under this Agreement by the breaching Party (or its successors) and to claim compensation for losses incurred.

7.3. The Agent shall bear financial liability for errors made in operating within the System, within the limits of the amount of documented losses caused to the Bank and/or Clients.

7.4. If, based on the results of an internal investigation conducted by the Bank, the Agent is found responsible for causing losses/damages, the Bank shall deduct the amount of such losses/damages from sums payable to the Agent for the preceding Reporting Period.

7.5. In the event claims are brought against the Bank in connection with complaints regarding the quality of services provided by the Agent, the Agent shall participate in legal proceedings on the Bank's side. If a decision is issued requiring the Bank to pay monetary damages, the Agent shall reimburse the Bank in full within no later than 5 (five) business days from receipt of the Bank's demand, supported by documentary evidence, including a copy of the enforcement document and a copy of the payment order confirming payment.

7.6. The Agent shall be responsible for ensuring the physical security of personnel and

for cash-handling operations (including safekeeping of funds).

7.7. In the event of a violation of Subclause 5.3.4 of this Agreement, the Agent shall pay the Bank a penalty in the amount of 0.01% of the funds used for unauthorized purposes or exceeding the Client's instruction/request for each day of such violation. The penalty may be collected by the Bank on a non-acceptance basis from all bank accounts/cards and electronic wallets of the Agent.

7.8. In the event of a violation of Subclause 5.3.4 of this Agreement, the Bank shall have the right to block the Agent's access to the System.

7.9. The Agent shall bear individual full financial liability for any shortages of funds accepted from Clients or held within the Agent's Mobile Application, as well as for counterfeit or otherwise non-negotiable banknotes and coins identified among cash transferred to the Bank.

7.10. The Bank shall be released from liability where failure or delay in executing the Agent's instructions occurs due to the fault of a correspondent bank or other third party, or due to the Agent's provision of incorrect payment details, as well as where the Settlement Account has been seized or transactions have been suspended/blocked in accordance with this Agreement, the KR legislation, or the laws of the recipient's country.

7.11. The Agent shall be liable for failure to notify the Bank of an erroneously executed transaction and for failure to return funds erroneously credited to the Settlement Account, in the amount of 0.01% of the erroneously credited sum for each day of delay, commencing from the day following confirmation of the account statement in accordance with Subclause 5.1.14 of this Agreement.

7.12. The Bank shall not be liable for the authenticity of documents, nor for execution of any transactions on the Agent's account based on forged or unlawful instructions where the signature on the instruction visually corresponds to the specimen signatures provided by the Agent to the Bank and, based on external verification procedures, the Bank could not reasonably determine that the instruction was issued by an unauthorized person. The Bank shall likewise not be liable for consequences arising from the Agent's incorrect indication of recipient details (including recipient bank details).

7.13. The Agent shall be responsible for payment of taxes and statutory contributions arising in connection with performance of this Agreement, including those related to receipt of remuneration, in accordance with the KR legislation.

7.14. The Agent shall be liable for conducting actions/transactions in the interest of third parties for unlawful or fraudulent purposes, as well as for selling or transferring to third parties the Settlement Account/card/electronic wallet, access to the System/Mobile Application, or related details, PIN codes, login credentials, or passwords.

8. Claims and Complaints Handling

8.1. In the event Clients submit claims to the Agent or complaints regarding the functioning of the System, the Agent shall direct Clients to contact the Bank's Customer Support Service at the following telephone numbers: (+996 312) 33 88 00; for subscribers of all

mobile operators – 8800; WhatsApp: (+996 770) 33 88 00.

8.2. Complaints shall be reviewed in accordance with the Bank's IRs, and, where necessary, with the involvement of the Agent.

9. Term, Amendment, and Termination of the Agreement

9.1. This Agreement shall enter into force on the date of its execution by the Parties and shall remain in effect until terminated; with respect to financial obligations, it shall remain in effect until the Parties have fully performed their obligations. In the event of termination or early termination of this Agreement, the Agent shall, without dispute, within 10 (ten) business days from the date of the Bank's claim, pay to the Bank all amounts debited from the Agent's accounts (including card accounts, Settlement Accounts, Mobile Application balances, etc.) in connection with Client claims submitted to the Bank regarding transactions performed by the Agent through the Mobile Application within 1 (one) calendar year following termination of the Agreement.

9.2. The terms and conditions of this Agreement may be amended and/or supplemented unilaterally by publication of a revised version of this Agreement or a new Public Offer replacing this Agreement.

9.3. This Agreement may be terminated at the initiative of either Party upon written notice provided 10 (ten) calendar days prior to the proposed termination date, provided that all mutual settlements arising from performance of this Agreement are completed.

9.4. The Bank shall have the right to unilaterally refuse performance of this Agreement in whole or in part; in such case, this Agreement shall be deemed terminated or amended accordingly.

10. Confidentiality

10.1. The Parties shall ensure the confidentiality of information constituting banking secrecy, commercial secrets, or Clients' personal data that arises or is obtained in connection with this Agreement.

10.2. The Parties agree that the terms of this Agreement, as well as any materials, information, or data relating to the Agreement existing at the time of its execution or arising in the future, including the receipt and transmission by the Bank to the Agent of information constituting commercial or banking secrecy or Clients' personal data, shall be deemed confidential, intended solely for the use of the Parties, and may not be disclosed by either Party to third parties without the prior written consent of the other Party, except where such disclosure is required for obtaining official authorizations, documents necessary for performance of this Agreement, payment of taxes or other mandatory fees and charges, or in other cases provided for by the KR legislation.

10.3. In the event the Agent receives a request from third parties for disclosure of confidential information, the Agent shall immediately notify the Bank by email or other available means. Disclosure of confidential information by the Agent to third parties shall be permitted only with the Bank's consent (in writing or via email). The Parties undertake, for the

duration of this Agreement and for a period of 5 (five) years following its expiration, to maintain the confidentiality regime established herein and not to disclose, without the prior written consent of the Disclosing Party, any part or all of the Confidential Information to third parties.

10.4. The Parties shall comply with the confidentiality obligations set forth in this Section and required under the KR legislation with respect to similar materials, information, and data even after termination of this Agreement, regardless of time limitation.

11. Dispute Resolution

11.1. All disputes and disagreements arising in connection with performance of this Agreement shall, where possible, be resolved through direct negotiations between the Parties.

11.2. The Parties hereby agree that if disputes cannot be resolved through negotiations, any disputes arising out of and/or related to this Agreement – including disputes concerning its execution, breach, termination, rescission, or invalidity – shall be resolved in the courts in accordance with the KR legislation.

11.3. Pursuant to Article 34 of the KR Civil Procedure Code (CPC), the Parties agree to modify the jurisdiction established under Article 30 of CPC. Accordingly, the Bank shall have the right to file claims at the location of the Bank or its branches, or at the location of the Agent, except for claims subject to exclusive jurisdiction under Article 32 of CPC. The Agent shall have the right to file claims against the Bank only at the Bank's location.

12. Force Majeure

12.1. The Parties shall be released from liability for partial or complete failure to perform their obligations under this Agreement if such failure results from force majeure circumstances arising after execution of this Agreement due to extraordinary events beyond the Parties' control. Such events shall include, but not be limited to: communication line failures and system disruptions not attributable to the Parties; floods; fires; earthquakes; epidemics; armed conflicts; military coups; terrorist acts; mass disturbances (civil unrest); directives, orders, or other administrative interference by governmental authorities; governmental or administrative restrictions; and any other events beyond the reasonable control of the Parties. The Party unable to perform its obligations due to force majeure circumstances shall notify the other Party in writing within two (2) days of the occurrence and cessation of such circumstances. The occurrence of force majeure must be confirmed by the KR competent authorized authorities.

12.2. If any of the above circumstances directly affects performance of the Parties' obligations, the time for performance shall be extended proportionally for the duration of such circumstances.

12.3. If force majeure circumstances continue for more than 3 (three) consecutive months, either Party shall have the right to terminate this Agreement by providing 10 (ten) calendar days' prior written notice to the other Party.

12.4. In the absence of timely written notice as required under Clause 12.3 of this Agreement, the Party failing to provide such notice shall compensate the other Party for losses

caused by the delay or failure to notify.

13. Competition

13.1. The Agent undertakes that, in cases of both direct and indirect (including through participation in or influence over other organizations, establishment of branches or other service locations within or outside the Kyrgyz Republic, or through production, sale, leasing, or any other means) provision or distribution of services that are identical or similar to the services provided by the Bank under this Agreement, the Agent shall notify the Bank no later than 5 (five) business days prior to commencement of such services.

14. Final Provisions

14.1. Matters not expressly governed by this Agreement shall be regulated by the Bank's IRs and the KR legislation.

14.2. All prior agreements between the Agent and the Bank relating to agency services, except for provisions governing overdraft facilities, are hereby terminated and shall have no further force or effect.

14.3. This Agreement shall enter into force upon its acceptance by the Agent.

15. Bank Details

CJSC "Bank Kompanion"

Address: 62 Shota Rustaveli St., Bishkek 720044, Kyrgyz Republic

Phone: +996 (312) 33 88 00

e-mail: office@kompanion.kg

**Consent of the Personal Data Subject
to the Collection and Processing of Personal Data**

The Agent hereby freely, knowingly, and voluntarily consents to the Bank:

– to the processing of personal data (any operation or set of operations performed, regardless of the methods used, by the personal data holder (controller) or upon its instruction, whether by automated means or otherwise, including collection, recording, storage, updating, grouping, blocking, erasure, and destruction of personal data), as well as to:

– the transfer of personal data (provision by the personal data controller to third parties in accordance with the KR Digital Code and applicable international treaties);

– the cross-border transfer of personal data (transfer by the personal data holder (controller) to data controllers located under the jurisdiction of foreign states):

with respect to the following categories of personal data:

– type of national passport, Personal Identification Number (PIN), full name, date of birth, issuing authority and its code, date of issue, expiration date, gender, digital facial image, registered address (place of registration), marital status, credit repayment history, telephone number, duration of mobile service usage, types of terminal equipment used for mobile communications, geolocation, identifiers of software, end product, data subject, and environment, data on use of calling functionality and device fingerprint authentication, data on installed applications (package names, paths, permissions, certificates, sources, libraries used, installation date and time, reputation) and files (name, hash, size, path), active network connections, device roaming data, network connection data, device property data, and other data in accordance with the KR legislation.

The above personal data are provided for processing for the purpose of delivering banking and payment services/products to the Agent and for compliance with the KR legislation, including in the field of anti-money laundering and counter-terrorist financing (AML/CTF).

The Agent acknowledges that:

1) consent to personal data processing is valid from the date of signing and remains in effect throughout the entire period during which banking and payment services and governmental (municipal) services are provided to the Agent, as well as during the retention period of service data in accordance with the KR Digital Code;

2) consent to personal data processing may be withdrawn on the basis of a written statement in free form submitted to the Bank;

3) in the event of withdrawal of consent, personal data processing may continue in whole or in part in accordance with the KR Digital Code.

The commencement date of personal data processing shall be deemed the date of execution of the Agreement (acceptance of this Offer).