EXTERNALLY

Approved by the Resolution of the Management Board of Optima Bank OJSC
Minutes No 43(3) dated 19.06.2026

OFFER
FOR CONCLUSION OF A CONTRACT FOR THE REMOTE BANKING SERVICE OF CUSTOMERS IN THE OPTIMA24 SYSTEM and/or REMOTE IDENTIFICATION AND VERIFICATION AT OPTIMA BANK OJSC

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Chapter 1. Terms and Definitions

1.1. The terms and definitions used in the text of this Offer have the interpretation given in this Chapter, unless another interpretation is contained directly in the text of the Offer:

Verification is the procedure of verifying the identification data of a customer and (or) a beneficiary owner.

Identification is the procedure of establishing the identification data of a customer and (or) a beneficiary owner.

Optima24 Remote Banking Service (RBS) is a software application consisting of the Internet and mobile banking system, through which the Bank provides electronic banking services (hereinafter referred to as Optima24 System or RBS) to a user;

Remote identification is the procedure of identifying and verifying individuals, who are citizens of the Kyrgyz Republic, received in an electronic form without personal attendance;

Password 1 is a password/challenge question/a PIN code/biometric identification (fingerprint using the Touch ID function, face scanning using the Face ID function and fingerprint scanning) to log into the Optima24 System;

Code 1 is SMS confirmation to log into / to authorize in the Optima24 system (hereinafter referred to as Code 1);

Code 2 is a code to confirm a transaction (hereinafter referred to as Code 2);

Customer 1 is an individual, who is a citizen of the Kyrgyz Republic / a user of services / products of the Bank;

Customer 2 is an employee of a legal entity / a holder of Business cards;

Customer 3 is an individual, who is not a citizen of the Kyrgyz Republic / a user of services / products of the Bank;

Customer 4 is digital customer – an individual citizen of the Kyrgyz Republic / user of the services / products of the Bank, registered in the Optima24 system by passing remote identification without visiting a Bank subdivision.

Customer 5 is an individual aged 6 (six) to 16 (sixteen) years old – the owner of a card for kids, who holds a birth certificate of the Kyrgyz Republic.

Customer – if the provisions of this Offer apply to both Customer 1, Customer 2, Customer 3, Customer 4 and Customer 5, they shall be collectively referred to as the Customer;

Electronic signature (ES) - information in electronic form (codes, passwords and other identifiers) that is attached to other information in electronic form and (or) logically linked to it and which is used to identify the person on whose behalf the information is signed;

Chapter 2. Terms of the Offer

2.1. The Customer hereby expresses his/her intention to conclude a contract for the remote banking service of customers in the Optima24 system with Optima Bank OJSC, hereinafter referred to as the Bank (the Bank and the Customer shall be collectively referred to as the Parties), and/or undergo Remote Identification (not available to Customer 2, Customer 3 and Customer 5) on the terms of this Offer (hereinafter referred to as the Contract). For Customer 5, the Agreement should be concluded by Customer 1 or Customer 3, who is the legal representative (parent) of Customer 5.

2.2. This Offer for a Customer is also an agreement for joining the Contract for a Full Package of Banking Services for Individuals concluded in accordance with the provisions of Article 387 of the Civil Code of the Kyrgyz Republic, the terms of which are unique for all Customers and are posted on the official website https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru

2.3. This Contract shall determine the terms and the procedure for remote identification of Customers 1 and 4, as well as for initiation of banking transactions by the Customers who meet the requirements of this Contract not related to their business activities (except for Customer 2) through RBS, as well as the terms and the procedure for such transactions by the Bank.

2.4. The Contract shall be deemed concluded between the Bank and the Customer at the moment of acceptance in accordance with **Clause 3.1.** of this Offer. The Customer (except for Customer 5) shall confirm his/her legal capacity, capability and attainment of 18 years of age, as well as the Customer's lawful right and absence of restrictions to enter into contractual relations with the Bank.

2.5. If the terms of this Contract are amended and/or supplemented, each subsequent login of the Customer to the RBS shall be an acceptance of the relevant amendments and/or additions.
2.6. This Contract between the parties shall be concluded by the Customer's acceptance of this Offer. The acceptance of the Offer is the Customer's actions in accordance with **Chapter 5** of this Offer, which shall be considered unconditional and full consent to the terms of the Offer. By accepting the terms of this Offer, the Customer shall unconditionally agree to the terms of the Public offer after filling out and signing the Application or after undergoing remote identification and verification in accordance with the Procedure for remote identification and verification of the Customer.
2.7. If the Contract is not terminated at the initiative of the Customer before new terms of the Contract come into force, the Bank shall consider it as an expression of the Customer's consent to the changes in the terms of the Contract.
2.8. The principal contract regulating the relations between the Bank and a legal entity, whose employee is a Business cardholder, shall be the Contract with a legal entity for the issuance and maintenance of a corporate card.
2.9. The duration of the Contract shall be unlimited.

Chapter 3. General Provisions

3.1. In order to execute banking transactions by the Customer, which are not related to his/her business activities (except for Customer 2), the Bank shall provide access to the Optima24 system at the Customer's initiative. By accepting this Offer, the Customer shall confirm his/her consent and acceptance of the terms of the Offer, and his/her intention to use the Optima24 system by clicking "I have read and accept this agreement". If the Customer shall not agree to the terms of this Offer in whole or in part, he/she shall be obliged to refuse to use RBS.
3.2. The Bank shall provide the Customer with all necessary information by posting it on the Bank's official website: www.optimabank.kg
3.3. Acceptance of the Offer by the Customer shall mean consent to this Offer, as well as to the terms of processing the Customer's personal data in accordance with the Offer of Optima Bank OJSC for the collection, processing and storage of personal data, posted on the Bank's website at: https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru
3.4. Acceptance of the Offer by the Customer shall also mean the Customer's consent to the transfer of personal data to third parties – payment service providers (including cross-border data transfer), to the extent necessary to carry out cross-border transfers in the RBS and fulfill the Bank's obligations within the framework of providing the relevant service.
3.5. The personal data of the Customer shall be processed in any lawful manner, including in personal data information systems, with or without using any means of automation, without restricting a period and only for the purposes of receiving banking services and public / municipal services by the Customer within the requirements of the legislation of the Kyrgyz Republic in force.
3.6. The access to the Internet as well as to other hardware and software required to access RBS (through www.optima24.kg website and/or the mobile application) shall not be a subject of this Contract and shall be provided by the Customer himself/herself and at his/her own expense.
3.7. The Customer shall initiate, and the Bank shall perform banking transactions using RBS in accordance with the terms of this Contract, the requirements of the regulatory legal acts of the National Bank of the Kyrgyz Republic and the legislation of the Kyrgyz Republic.
3.8. The initiation of any transaction by the Customer using RBS shall serve as a sufficient confirmation that the Customer has read the current version of this Contract (if it has been previously amended by the Bank in accordance with the terms of the Contract), it is clear to him/her and the Customer agrees with it.
3.9. The fee for providing access to RBS and transacting in RBS shall be determined by the current Tariffs of the Bank and may be changed unilaterally by the Bank. The current version of the Bank's Tariffs shall be posted on the Bank's corporate website at: www.optimabank.kg
3.10. The opportunity for transacting in RBS shall be provided by the Bank to the Customer if the following requirements are met:
  3.10.1. This Contract is concluded between the Bank and the Customer;
  3.10.2. The Customer has passed registration in the Optima24 system;
  3.10.3. The Customer is a cardholder of the Bank/user of services/products of the Bank;
  3.10.4. As of the date of each transaction according to the rules set by the Bank, the identification of the Customer is performed.

Chapter 4. Remote Identification Procedure

4.1. Only Customers 1 and Customers 4 - citizens of the Kyrgyz Republic holding an identity document (ID passport of 2014 and newer samples) can undergo remote identification. Customers 3 should undergo identification only in the Bank's subdivisions by presenting the original identity document. Remote identification is not available to Customer 5, including during registration of Customer 5, which is performed by Customer 1 or Customer 3.

4.2. Customer 2 should undergo identification when a legal entity opens a bank account only in the subdivisions of the Bank. To open a bank account, an authorized person of the legal entity should provide a package of documents according to the requirements of the Bank.

4.3. The Bank shall verify the mobile phone number, registered in the Kyrgyz Republic, specified by the Customer by sending information via a communication channel (by sending codes or passwords in an SMS message to the mobile phone number specified by the customer or in another way), excluding the verification of a phone number of Customer 5. Verification of the mobile phone number, which is registered in the territory of the Kyrgyz Republic of Customer 5, shall be carried out through the RBS of Customer 1 or Customer 3.

4.4. The Customer should have the original ID passport and take a photo of the passport (front and back of it) using RBS. If the quality of the photos does not make it possible to identify clearly whether the photos belong to one and the same person, the Bank may send an additional request to the customer for the photos.

4.5. The Bank will verify the authenticity of the identity document by requesting or sending for verification the data of the document to the relevant state information systems.

4.6. Further, Customer 1 / Customer 2 / Customer 4 should follow the instructions for remote identification.

4.7. If the data received from Customer 1 / Customer 2 / Customer 4, as well as the photos of Customer 1 / Customer 2 / Customer 4 match the image on the identity document, the bank shall send a notification of successful identification and verification.

4.8. No third parties are allowed to participate in the identification process.

4.9. During remote identification, the Bank shall contact government services that provide data on the Customer, while the responsibility for the correctness of the data shall rest with the relevant government agency that provides the requested information.

Chapter 5. Recognition of Customer's Identification as Unsuccessful

5.1. The identification of Customer 1 / Customer 2 / Customer 4 during remote service shall be considered unsuccessful in the following cases:

  5.1.1. the information provided by Customer 1 / Customer 2 / Customer 4 cannot be verified or the verification results are negative;

  5.1.2. if the quality of a photo or video shall not meet the criteria for successful identification;

  5.1.3. the required documents requested by the Bank are not provided;

  5.1.4. third parties are present.

5.2. If the features specified in clauses 5.1.2., 5.1.3., 5.1.4. are eliminated, Customer 1 / Customer 2 / Customer 4 shall be entitled to undergo remote identification again.

Chapter 6. Access to the Optima24 System Procedure

6.1. The Bank shall provide the Customer with access to Optima24 system subject to successful remote identification (for Customer 1 / Customer 2 / Customer 4) or a personal visit to the Bank, which requires a bank product. Understanding and agreeing to this, in the case of using RBS, the Customer shall agree in advance to the possible risks which are typical for using the Internet network.

6.2. To access the Optima24 system, the Customer shall use the following parameters for authorization:

  6.2.1. Customer ID is a code of the Customer in the Bank. Customer ID is classified as information subject to restricted distribution and can be disclosed by the Customer only to an official of the Bank.

  6.2.2. The telephone number is also, along with the Customer ID, a parameter for authorization, which was previously confirmed by the Customer using Code 1.

  6.2.3. Password 1, which is set by the Customer when registering in RBS is confidential

information and must not be disclosed by the Customer to third parties, including to officials of the Bank.

6.2.4. Code 1 shall be sent to the Customer immediately prior to logging into the Optima24 system by an SMS/push message to the mobile phone, the number of which the Customer shall specify upon initial registration/or if the Customer initiates a change of the phone number in RBS. Each new Code 1 sent to the Customer by an SMS/push message is Code 1 for the provisions of this Contract. Code 1 is confidential information and shall not be disclosed by the Customer to third parties, including to officials of the Bank.

6.2.5. With each login to RBS / authorization, the Bank shall perform the procedure to verify that Customer ID, phone number, Password 1 (hereinafter referred to as Verification) are entered correctly, upon successful completion of which the Bank shall recognize the person who has used correct Customer ID, Password 1 and Code 1 as the Customer.

6.2.6. Password 1 can be changed by the Customer using RBS. Immediately prior to changing Password 1, the Customer shall read the Bank's recommendations on the selection of passwords posted on the website of the RBS system.

6.2.7. Code 2 shall be sent to the Customer immediately prior to initiating a banking transaction by an SMS/push message to a mobile phone, the number of which the Customer shall specify upon initial registration in RBS or in the event of initiation of a change of telephone number, the changed telephone number is either sent to the Customer's email, which the Customer shall specify in the RBS (at the Customer's choice). Each new Code 2 sent to the Customer by an SMS/push message or by email shall be Code 2 for the provisions of this Contract. Code 2 shall be sent to the Customer when the limits specified by the Bank are reached, the information on which is posted in RBS.

6.2.8. By concluding this Contract, the Bank and the Customer have agreed that all banking transactions executed by the Customer electronically shall be recognized as equal in legal effect to the relevant documents in the hard copy signed in person by the Customer, as if the Customer has applied to the Bank for performing similar transactions in the prescribed manner. The Bank shall guarantee the integrity and authenticity of banking transactions initiated by the Customer, provided that the Customer complies with all requirements of the Bank. The transactions executed electronically and initiated by the Customer may be provided to the Customer in a documentary form upon personal approach to the Bank and presentation of an identity document.

6.2.9. The Customer must ensure and guarantee that it is impossible for the third parties to receive access and/or use ID, Password 1, Code 1 and Code 2. If the Customer discloses this information in the aggregate or separately, the risks and all responsibility for the unauthorized use of ID, Password 1, Code 1 and Code 2 shall be borne solely by the Customer.

6.2.10. The Customer's mobile phone number is the number specified by the Customer upon initial registration, and in case of its change, the changed phone number, which in accordance with the terms of this Contract is used to send Code 1 and Code 2, as well as other information and data related to the Customer's transactions in RBS to the Customer by the SMS/push message.

6.2.11. Any Code 1/ Code 2 shall be determined by this Contract as Code 1/ Code 2 solely to confirm logging into RBS or confirm one transaction initiated by the Customer in RBS;

6.2.12. The validity period of Code 1 / Code 2 sent in the SMS/ push message / by email is 5 (five) minutes. The Bank shall not be responsible for any possible obstacles that may prevent the Customer from using Code 1 / Code 2 sent in the SMS/ push message /by email in time;

6.2.13. The Customer shall be responsible for all risks and negative consequences of loss, misappropriation, technical interception, etc. of information from the Customer's device that is used to access RBS (or the relevant SIM/ eSIM card);

6.2.14. If Customer ID, Password 1 or Code 1 / Code 2 are inappropriately used by any third party, the Bank shall not be responsible for the occurrence of any possible consequences;

6.2.15. If the Customer loses Password 1, the Customer has the opportunity to restore Password 1 using the appropriate option of RBS. In this case, the Customer shall undergo identification in accordance with the rules set by the Bank. The Customer shall bear risks and negative consequences of erroneous identification, if the Customer provides inaccurate information;

6.2.16. Any new Password 1 changed by the Customer under the terms of this Contract shall be determined by this Contract as Password 1, accordingly. Previous Password 1 shall become invalid;

6.2.17. In the case of changes in the mobile phone number of the Customer, which shall be used by the Bank to send SMS/push messages to the Customer with Code 1 / Code 2, the Customer must change the mobile phone number in RBS by initiating phone number change with confirmation with Code 1 and by undergoing remote identification or by personally applying to the subdivision of the Bank. At the same time, the Customer shall undergo identification in accordance with the rules set by the Bank. The Customer shall bear risks and negative consequences of erroneous identification, if the Customer provides inaccurate information. In the event of the failure to notify the Bank in the prescribed manner about the change of the mobile phone number or failure to initiate the change of mobile phone number in RBS, the risk and all responsibility for the unauthorized use of Code 1/ Code 2 shall be borne solely by the Customer;

6.2.18. The Bank shall provide the Customer with access to RBS only subject to the successful verification of the Customer, which is considered as such only if the Customer enters correct Customer ID, Password 1 and Code 1. The Customer shall bear risks and negative consequences of the erroneous entry of Customer ID, Password 1 and Code 1 in the aggregate or separately;

6.2.19. The Customer shall be entitled to initiate the blocking of access to RBS 1) by visiting the Bank and personally applying to block the access to RBS; 2) by contacting the Bank's Call Centre by phone specified on the corporate website of the Bank and saying a "code word" of the Bank's Customer. In this case, the Customer must undergo identification in accordance with the rules set by the Bank. The Customer shall bear risks and negative consequences of erroneous identification if the Customer provides inaccurate information;

6.2.20. If the Customer's access to RBS is blocked at the initiative of the Customer or at the initiative of the Bank in the cases specified in this Contract, the Customer's access to RBS and the initiation of the banking transactions using Customer ID, Password 1 and Code 1 shall be prohibited;

6.3. The Customer shall be entitled to initiate the unblocking of the access to RBS 1) by visiting the Bank and personally applying to unblock the access to RBS; 2) by contacting the Bank's Call Centre by phone specified on the corporate website of the Bank and saying a "code word" of the Bank's Customer. In this case, the Customer must undergo identification in accordance with the rules set by the Bank. The Customer shall bear risks and negative consequences of erroneous identification, if the Customer provides inaccurate information.

6.4. The Customer shall be entitled to initiate the termination of this Contract and the removal of the access to RBS by visiting the Bank and personally applying to remove the access to the RBS. At the same time, the Customer shall undergo identification in accordance with the rules set by the Bank. The Customer shall bear risks and negative consequences of erroneous identification, if the Customer provides inaccurate information. If the obligations under this Contract are terminated, the Customer's access to RBS shall be removed.

Chapter 7. Banking Transactions

7.1. In accordance with the terms of this Contract, the Bank shall determine the list of banking transactions, including non-financial services, agreements and documents that may be initiated / signed / concluded by the Customer through RBS using ES:

7.1.1. Opening of products in the RBS: demand accounts, term deposits, loan products.

7.1.2. Transactions on the Customer's demand account / card:

7.1.2.1. Receiving information about balances and available amounts of funds;

7.1.2.2. Receiving a statement on transactions executed;

7.1.2.3. Intra-bank and inter-bank money transfers in national and foreign currencies between accounts / cards;

7.1.2.4. Making payments in favor of the service providers of the Bank's payment system;

7.1.2.5. Public services provided by public information systems;

7.1.2.6. Replenishment of term deposits, if this condition is stipulated by the terms of the deposit itself and is provided by the RBS;

7.1.2.7. Currency conversion within a multicurrency card, during transfers to cards/accounts (conversion rules are described in the Rules for the Use of Bank Cards of Optima Bank OJSC, posted on the Bank's website at: https://www.optimabank.kg/index.php?option=com_content&view=article&id=41

4&Itemid=119&lang=ru);
7.1.2.8. Connecting sms/push notifications about transactions executed on the Customer's card;
7.1.2.9. Opening/closing of access to Internet transactions;
7.1.2.10. Setting/changing individual limits on cards;
7.1.2.11. Blocking/unblocking of a card;
7.1.2.12. Setting/changing the card's PIN code;
7.1.2.13. Making transfers and payments via Optima QR through the interaction operator (ELQR);
7.1.2.14. Subscription management (services to which the Customer's cards are linked);
7.1.2.15. Linking of cards to mobile payment services (Google Pay, Garmin Pay, Apple Pay etc.).

7.1.3. Customer loan transactions:
7.1.3.1. Loan repayment;
7.1.3.2. Viewing the loan repayment schedule.

7.1.4. Information for customers: exchange rates, news, bank contact details, ATM/subdivision addresses, Bank partners for installments/discounts.

availability of banking transactions in the RBS shall depend on the Customer type in accordance with the legislation of the Kyrgyz Republic.

7.2. The conditions for establishing a deposit and obtaining a loan in RBS shall be regulated by separate agreements.

7.3. At the initiative of the Customer in performing some banking transactions, they can be saved by the Customer as a transaction template. Further, when initiating a similar transaction, the Customer will be able to use the previously saved transaction template.

7.4. Banking transaction initiated by the Customer shall be executed by the Bank not later than one banking day following the day of its execution by the Customer.

7.5. The place for the execution of the banking transaction initiated by the Customer shall be the location and the territorial arrangement of the Bank's technical facilities – city of Bishkek, the Kyrgyz Republic.

7.6. The Bank shall be entitled to suspend the banking transaction or to block the Customer's access to RBS if the following circumstances exist (occur):
7.6.1. A suspicion of fraudulent or other inappropriate actions using RBS;
7.6.2. Unauthorized interference with the operation of RBS resulting in theft, leakage, loss, falsification, blocking of the information, distortion of the information processing or violation of its established routing procedure;
7.6.3. The use of any software, which may adversely affect the RBS operation and its integrity;
7.6.4. When registering/authorizing more than 5 (five) Customers on one device;
7.6.5. Improper and/or untimely fulfillment of the obligations by the Customer under any contract concluded between the Bank and the Customer;
7.6.6. The failure to submit information and documents related to his/her activities and executed banking transactions within 3 (three) banking days at the Bank's request in accordance with the requirements of the legislation of the Kyrgyz Republic in force regulating the issues of countering the financing of terrorism and legalization (laundering) of criminal proceeds.

7.7. The Bank shall be entitled to refuse a banking transaction in the following cases:
7.7.1. Unscheduled replacement, repair or maintenance of equipment and (or) software used by the Bank to ensure the operation of RBS for up to 24 hours (inclusive) - without any prior notification to the Customer. If the Customer is notified in advance of the refusal to execute a banking transaction by posting relevant information on the Bank's corporate website or mass media - the period of the refusal to execute a banking transaction shall be determined by the relevant notification;
7.7.2. Finding an error made by the Customer when executing a transaction, specifying incorrect payment details, etc., as well as when the transaction does not comply with the terms of the Contract or the requirements of the legislation of the Kyrgyz Republic.

7.8. The Bank may, at any time, at its own discretion and on its own initiative, amend this Contract in terms of executing banking transactions, subject to the following:
7.8.1. The procedure and/or the terms for executing any banking transaction shall be determined by this Contract in the version, which is or was in effect at the moment of its initiation (hereinafter referred to as the Current (in relation to a particular transaction) version of this

Contract), unless otherwise is directly stipulated by the Current (in relation to a particular transaction) version of this Contract;

7.8.2. The Bank shall provide access through the RBS Website to the Current (in relation to a particular transaction) version of the Contract;

7.8.3. The initiation by the Customer of any banking transaction stipulated by this Contract shall be deemed executed when all of the following conditions are met:

7.8.3.1. Performing successful customer verification / remote identification in accordance with the terms of this Contract;

7.8.3.2. Determining all parameters of the relevant banking transaction by the Customer in accordance with the terms of this Contract;

7.8.3.3. Performing successful customer authentication by the Bank, which is considered as such only if the Customer enters the correct value of Code 2.

7.8.4. When initiating any banking transaction through RBS, the Customer shall confirm that he/she has read the Current (in relation to a particular transaction) version of the Contract, shall agree that he/she understands the procedure for executing the initiated banking transaction;

7.8.5. The Bank shall be entitled not to execute the transaction initiated by the Customer if any of the following conditions occur:

7.8.5.1. Insufficiency of funds on the Customer's bank account(s) to execute a relevant transaction;

7.8.5.2. The Customer specifies incomplete (incorrect) details of the transaction, or the transaction does not comply with the legislation of the Kyrgyz Republic in force;

7.8.5.3. The Customer fails to pay for access to RBS, if such payment is stipulated by the Bank's Tariffs and/or directly by this Contract;

7.8.5.4. Upon the occurrence of other conditions stipulated by this Contract;

7.8.5.5. If there are problems of a technical nature.

7.9. When the deadlines to fulfill the Customer's monetary obligations under this Contract fall due, the Customer shall instruct the Bank to write off the funds on its own in the amount required to fulfill the monetary obligations from any of the Customer's accounts opened with the Bank.

7.10. The tariffs for executing banking transactions stipulated by this Contract shall be determined by the Tariffs of the Bank, which are in effect on the date of initiation of the relevant banking transaction.

7.11. By initiating any banking transaction through RBS, the Customer shall confirm that he/she is aware of the Bank's Tariffs regarding this transaction, which are in effect on the date of such initiation, and shall agree to perform the banking transaction in accordance with the current Tariffs. If the Customer does not agree with the changes/additions introduced by the Bank, the Customer shall not use the RBS. The continued use of the RBS by the Customer shall be the confirmation of his/her consent to such changes/additions and their full and unconditional acceptance.

Chapter 8. Rights and Obligations of the Parties

8.1. **The Bank shall be obliged to:**

8.1.1. Provide access to RBS through the Internet on its side;

8.1.2. Execute transactions initiated by the Customer using RBS in accordance with the terms of this Contract, except for the cases stipulated by this Contract;

8.1.3. Ensure, within its capabilities, the confidentiality of information about the Customer and his/her transactions executed and/or initiated through RBS;

8.1.4. Fulfill other obligations of the Bank specified in this Contract with regard to the banking transactions executed by the Customer in RBS;

8.1.5. Inform about any changes regarding the terms of this Contract by posting relevant information on the Bank's official website at: www.optimabank.kg without any special notification to the Customer.

8.2. **The Customer shall be obliged to:**

8.2.1. Provide access to the Optima24 system on its side using technical facilities and software that meet the following requirements of this Contract:

8.2.1.1. using the official software placed in the official stores of Google and Apple applications;

8.2.1.2. using the official website of the Bank www.optima24.kg;

8.2.1.3. using the relevant Android and iOS versions in the official stores of Google and Apple;

8.2.1.4. using licensed software for devices running on Android or iOS software;
8.2.1.5. regular updating of anti-virus databases on the Customer's device.

8.2.2. Ensure safety, integrity and confidentiality of Customer ID, Password 1, Code 1 and Code 2, not to sell and not to transfer Customer ID, Password 1, Code 1 and Code 2 to third parties under any circumstances;

8.2.3. Inform the Bank immediately about receiving or the possibility for the third parties to receive access to the parameters or the facilities determined in **Clause 8.2.2.** hereof;

8.2.4. Comply with the requirements of this Contract when working in RBS, including during banking transactions in the Optima24 system;

8.2.5. Pay for the services provided by the Bank under this Contract within the periods and in the amounts determined by the tariffs of the Bank, including for fee-based services;

8.2.6. Control and monitor his/her accounts on his/her own, and if the statement does not correspond to the executed transactions, inform the Bank to the extent in accordance with the Rules of Using Banking Cards of Optima Bank OJSC posted on the Bank's website at:https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru

8.2.7. Notify the Bank in writing of any changes in his/her personal data, including changes in his/her postal details, contact phone number, e-mail address and other information relevant to the fulfillment of this Contract;

8.2.8. Fulfill other obligations of the Customer specified in this Contract with regard to banking transactions executed by the Customer in RBS.

8.3. **The Bank shall be entitled to:**

8.3.1. Unilaterally change the terms of this Contract under the terms specified in the Contract;

8.3.2. Write off without acceptance debts for the services provided by the Bank in accordance with the Bank's Tariffs and erroneously credited funds from all accounts of the Customer, as well as in the cases stipulated by the legislation of the Kyrgyz Republic in force;

8.3.3. Block the Customer's access to RBS if one of the following events occurs:

8.3.3.1. making several unsuccessful attempts to enter Password 1;
8.3.3.2. failure to pay for the Bank's services to be provided to the Customer in the next Access Period;
8.3.3.3. imposing restrictions / arrests on the Customer's account in accordance with the legislation of the Kyrgyz Republic in force;
8.3.3.4. based on the Customer's request / application;
8.3.3.5. in other cases, stipulated by the legislation of the Kyrgyz Republic.

8.3.4. Initiate a forced update of the RBS to the current version for the unimpaired operation of the RBS;

8.3.5. Subject to the fulfillment of the obligation set forth in **Clause 8.1.1.** hereof, block access to RBS in order to carry out preventive maintenance or repair works.

8.4. **The Customer shall be entitled to:**

8.4.1. Have access to RBS at any time at his/her own discretion 24 hours a day, 7 days a week;

8.4.2. Initiate banking transactions through RBS in accordance with the requirements of this Contract;

8.4.3. Require the Bank to provide documentary confirmation of the banking transaction executed by the Customer through RBS.

Chapter 9. Responsibility of the Parties

9.1. The Parties shall be responsible for the improper fulfillment of their obligations under the Contract in accordance with the legislation of the Kyrgyz Republic.

9.2. The Customer shall be responsible in accordance with the legislation of the Kyrgyz Republic for the safety and the confidentiality of access facilities to RBS (ID, Password 1, Code 1 and Code 2) as well as for losses that may arise through the unauthorized use of the access facilities or the unauthorized transactions of the third parties occurred through the fault of the Customer.

9.3. The Parties shall be released from the responsibility for non-fulfillment or improper fulfillment of their obligations under this Contract, if such non-fulfillment or improper fulfillment is caused by the circumstances of insuperable force (Force Majeure).

The circumstances of insuperable force are extraordinary and unavoidable circumstances under the given conditions, which have occurred after the conclusion of this Contract and which none of the Parties could either foresee or prevent in a reasonable way (natural and anthropogenic disasters, armed conflicts, mass riots, terrorist acts, etc.).

The Affected party shall inform the other Party about the occurrence and the termination of such circumstances within 10 (ten) calendar days.

The occurrence of the circumstances of insuperable force shall prolong the period for the fulfillment of the relevant obligation for a period, the duration of which corresponds to the duration of the circumstance occurred, without obliging the Affected party to reimburse the losses.

9.4. The Bank shall be released from the responsibility for non-fulfillment or improper fulfillment of its obligations under this Contract if the Customer specifies incorrect details of banking transactions in the RBS and if the electronic messages are distorted through the fault of the Customer, as well as for non-fulfillment due to breakdowns and accidents of software and hardware used by the Bank and other infrastructure used to provide services (including power supply and communication systems), and in other cases stipulated by the legislation of the Kyrgyz Republic.

The Bank shall not be responsible if, when the Customer is using RBS, the information transferred between the Customer and the Bank becomes known to third parties as a result of tapping, interception and hacking of the Customer's software and hardware and/or the presence of the malicious software on it, as well as if the Customer violates the rules of using the access facilities described herein.

9.5. The circumstances releasing from the responsibility in the event of non-fulfillment or improper fulfillment of the obligations under this Contract shall also include the entry into force of the legislative acts after the conclusion of this Contract, adopted by the government authorities within their competence, which directly make it impossible (prohibit) for the respective Party to fulfill the relevant obligation.

9.6. The Bank shall not be responsible for:

9.6.1. The absence of access to RBS or the incorrect operation of RBS, if the Customer uses technical and software facilities for such access, which do not meet the requirements of this Contract, or if the Customer carries out other actions that do not meet the requirements of this Contract;

9.6.2. The absence of access to RBS if third parties receive information about the Customer's ID in any way, in particular, although not exclusively, by direct or negligent provision of ID and/or Password 1 and/or Code 1 by the Customer to the third parties, by the selection of ID and/or Password 1 and/or Code 1 by the third parties, etc.;

9.6.3. Obtaining of access and/or the initiation of banking transactions 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, although not exclusively, by direct or negligent provision of ID, Password 1 and/or Code 1 and/or Code 2 by the Customer to the third parties, by the selection of ID, Password 1 and/or Code 1 and/or Code 2 by third parties, etc.;

9.6.4. The failure to execute the transactions upon the occurrence of the conditions specified in **Clause 7.8.5.** of this Contract.

9.7. The Customer is aware of the relevant risks and is solely and fully responsible for all consequences caused by the events specified in **Clause 7.6.** and **Clause 8.2.2.** of this Contract.

9.8. The Customer shall bear criminal liability for the sale and/or transfer to third parties of the ID, Password 1 and/or Code 1 and/or Code 2 given to him/her from the Optima24 system.

Chapter 10. Termination of the Contract

10.1. The Bank shall be entitled at any time to terminate this Contract unilaterally by notifying the Customer at least 7 (seven) banking days prior to the termination of the Contract through RBS and sending a written notification to the Customer at the details provided by the Customer.

10.2. The Customer shall be entitled at any time to terminate this Contract unilaterally by notifying the Bank at least 7 (seven) banking days prior to the termination of the Contract by drawing up a written application when personally visiting the Bank and presenting an identity document.

Chapter 11. Procedure for the Introduction of Amendments and Additions to the Contract

11.1. If the terms of this Contract are amended and/or supplemented, the agreement to amend the terms of this Contract shall be reached by the Parties in the following manner:

11.1.1. The Bank shall send an offer to the Customer to change its terms by posting a new version of the Contract on the Internet network at: https://www.optimabank.kg/index.php?option=com_content&view=article&id=414&Itemid=119&lang=ru;

11.1.2. When the Customer logs into RBS in the prescribed manner, it is considered an agreement and acceptance of the terms of the Contract in effect at the time such Customer logs into RBS, i.e. the Customer's consent to amend the terms of the Contract shall be deemed to be received;

11.1.3. The Customer's disagreement with amendments and additions to the terms of the Contract (refusal from the consent and the acceptance) may be expressed within 7 (seven) calendar days by the Customer's written refusal, drawn up when personally visiting the Bank and presenting an identity document.

Chapter 12. Dispute Settlement Procedure

12.1. The Parties will make their best to settle any disputes and disagreements, which may arise between the Bank and the Customer under the Contract, on the principles of goodwill and mutual agreement.

12.2. If disputes and disagreements between the Parties cannot be settled through negotiations, then they shall be settled in judicial proceedings in accordance with the legislation of the Kyrgyz Republic.

12.3. In all other respects not specified by this Contract, the Parties shall be guided by the legislation of the Kyrgyz Republic.

12.4. This Contract is drawn up in Kyrgyz, Russian and English. In the case of any discrepancies in the interpretation of the provisions of this Contract, the Parties will be guided by the text in the official language.

Chapter 13. Address and Details of the Bank

Optima Bank OJSC
Registered address: 493 Jibek-Jolu Ave., Bishkek, the Kyrgyz Republic
Postal address: 95/1 Ch. Aitmatov Ave., Bishkek, the Kyrgyz Republic
BIC 1090001, SWIFT: ENEJKG22