

## AGREEMENT ON OPENING AND MAINTAINING BANK ACCOUNTS

(for physical persons in national and foreign currency) No. \_\_\_\_\_

Bishkek city

Dated \_\_\_\_\_

"Bank": OJSC "Keremet Bank" represented by the Director of the branch \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the one hand, and

"Client": \_\_\_\_\_, passport No. \_\_\_\_, issued by \_\_\_\_\_ on \_\_\_\_\_, on the other hand, when used jointly referred to as the "Parties", have concluded the present Agreement as follows:

### 1. Subject of the Agreement

1.1. Subject of the Agreement is establishment of relations between the Parties to open and maintain the bank account(s) of the Client in national and foreign currency. Opening of the bank account(s) (hereinafter - the bank account) is carried out by the Bank on the basis of relevant statements of the Client indicating the currency.

1.2. An integral part hereof are the Rules for Opening and Maintaining Bank Accounts in OJSC "Keremet Bank" (hereinafter - the Rules of Bank Accounts) and Rules for Receipt and Use of

Bank Payment Cards of OJSC "Keremet Bank" (hereinafter - the Rules of Payment Card) approved by the Management Board of the Bank and published on the Bank's website www.rib.kg(hereinafter jointly referred to as - the Rules).

1.3. Within the framework of this Agreement the Client is provided with settlement and cash services, issuance and maintenance of bank payment cards on the terms stipulated by the Rules.

### 2. Rights and obligations of the Parties

#### 2.1. The Bank is obliged:

2.1.1. To provide services to the Client in accordance with the legislation of the Kyrgyz Republic (hereinafter - KR), regulatory legal acts of the National Bank of the Kyrgyz Republic (hereinafter - NBKR), the Rules and this Agreement.

2.1.2. To accept funds received for the account of the Client.

2.1.3. To execute orders of the Client on the bank account including operations on crediting and debiting funds from the bank account and/or to the bank account of the Client.

2.1.4. To ensure safety of the Client's funds on the bank account.

2.1.5. To ensure secrecy of the bank account, transactions and the Client's information in accordance with the current legislation of the KR.

2.1.6. To issue the bank account statements and annexes to them to the Client as transactions are made not later than 5 (five) working days from transaction date or the Client's request.

2.1.7. To identify the Client during banking operations by comparing signatures of managers

on the bank account in the order/instruction and the signature card of the Bank.

#### 2.2. The Bank is entitled to:

2.2.1. Request any information and documents relating to the Client's activities on the basis of which transaction is carried out (original contracts, agreements, etc., or duly certified copies thereof).

2.2.2. Suspend/put freeze unilaterally on transaction/funds of the Client in cases provided for by the legislation of the KR.

2.2.3. Unilaterally terminate this Agreement in cases provided by the Rules subject to prior notice to the Client one calendar month before the planned closing of the bank account.

#### 2.3. The Client is obliged:

2.3.1. Inform the Bank about wrong operation in case of erroneous transfer of funds to the bank account. In case of lack of funds on the Client's bank account in sufficient amount to write off the erroneously credited funds by the Bank, return these funds no later than 3 (three) banking days from the receipt date of the Bank's notification.

2.3.2. Not to use the bank account for the purposes of settlements related to the implementation of the Client's commercial or other similar activities.

2.3.3. Carry out operations on the bank account including by means of payment cards in accordance with requirements of the legislation on countering terrorism financing and legalization (laundering) of criminal proceeds and the Rules.

2.3.4. Provide supporting documents on the transactions carried out at the request of the Bank within the terms established by the Bank.

2.3.5. Immediately provide information and copies of documents in case of updating the information specified in the questionnaires of the Client and (or) beneficial owner.

**2.4. The Client is entitled to:**

2.4.1. Give instructions to the Bank to maintain the bank account, send requests to the Bank about payment documents, request duplicate statements and annexes to them.

2.4.2. Raise claims to the Bank of improper execution of the Client's orders by the Bank within 5 (five) working days after their transfer to the Bank.

**3. Dispute settlement procedure**

3.1. The Parties will seek to settle disputes and disagreements that may arise in the performance of this Agreement through negotiations.

3.2. Any disputes and disagreements that cannot be settled through negotiations between the Parties shall be resolved by judicial authorities in accordance with the legislation of the Kyrgyz Republic.

**4. Other conditions**

4.1. Interests on the Client's funds on his/her bank account shall be accrued and paid by the Bank in the cases and amounts established by the Bank's Tariffs.

4.2. This Agreement is concluded for an indefinite period and shall enter into force upon being signed. The terms of this Agreement shall apply to all bank accounts opened by the Client in the Bank.

4.3. The Agreement is made in Russian Language in two identical copies having equal legal force.

4.4. The Parties will be guided by the Rules and the current legislation of the Kyrgyz Republic in all other matters not provided for in this Agreement.

**5. Addresses and reference details of the Parties:**

**Bank:**

OJSC "Keremet Bank"

branch \_\_\_\_\_

Address:

TIN:

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

\_\_\_\_\_  
/Signature/

**Client:**

Full name:

Residence address:

TIN:

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

\_\_\_\_\_  
/Signature/

C/S

I do hereby confirm that I have read and agree with the Rules of Opening and Maintaining Bank Accounts in OJSC "Keremet Bank" and the Rules of Obtaining and using Bank Payment Cards of OJSC "Keremet Bank".

Client's signature \_\_\_\_\_ dated: