

**The AGREEMENT № \_\_\_\_\_**  
**For rental of Safe-Deposit Box by individuals**

Bishkek

« \_\_\_\_ » \_\_\_\_\_ 2007

Safe № \_\_\_\_\_

The Central Branch of CJSC “Kyrgyz Investment and Credit Bank” with legal address: the Kyrgyz Republic, Bishkek City, the Central Branch of CJSC “Kyrgyz Investment and Credit Bank”, Ibraimova Str. #115A, Business Center “Dordoi Plaza”, Tel: 996 (312) 690555, Fax: 996 (312) 690560, hereinafter referred as “Bank”, represented by Asylkan Kydyrova, Branch Manager, acting on the basis of Power of attorney, from one part, and

1. Mr/Ms. \_\_\_\_\_

Address: \_\_\_\_\_

Passport № \_\_\_\_\_ Date, place of issue and authority: \_\_\_\_\_

2. Mr/Ms. \_\_\_\_\_

Address: \_\_\_\_\_

Passport № \_\_\_\_\_ Date, place of issue and authority: \_\_\_\_\_

Hereinafter to be referred as the “Renter”, came to this Agreement on the following

**Subject of Agreement**

1. In accordance with this Agreement, Bank provides to the Renter with temporary use of safe-deposit box № \_\_\_\_\_ (hereinafter – “safe box”), **with capacity** (height, width, depth), located: Bishkek, Ibraimova Str. #115A, on conditions written in this Agreement, and Renter is obliged to use safe box in accordance with conditions of this Agreement and pay rent fee in the amount and in the term determined by the Agreement
2. Safe box is destined only for keeping properties and/or articles which is not prohibited for keeping and/or not excepted from civil turnover (hereinafter “Subject of deposit”) according to the legislation of the Kyrgyz Republic.

**Term of Agreement, rental payment and pledge**

3. Safe box is provided for rent to Renter for non-determined term, but not less than 1 (one) month.
4. The rental payment shall be \_\_\_\_\_ per month, including other taxes prescribed by the tax legislation of the Kyrgyz Republic.
5. The rental payment shall be paid by Renter not later than following business day after Parties sign this agreement, and each month or one time for a quarter/six month/year (please, circle one). Amount of the rental payment shall be calculated for whole term of the Agreement and does not depend on whether Renter uses safe box or not.
6. Renter shall deposit in Bank 100 (one hundred) US Dollars as security (hereinafter “pledge”) of payment of repair cost and/or lock replacement cost, which can arise due to loss and/or other loss of safe box keys by Renter. The pledge shall not bear interest.
7. Against any indebtedness of Renter before the Bank or any rights and claims, Bank may refuse to access to safe box until full repayment of debt under this Agreement.

**Procedure and conditions of the safe box usage**

8. Renter or his/her representatives should present key of safe box, passport or other identification document, and in certain cases Power of attorney in the form provided by law.
9. Each time when Renter visits Bank to use safe box, Bank enters in Daily Registration Journal all movements related to usage of safe box, including notes of time when Renter enters and exits. Renter shall sign Daily Registration Journal that certifies his/her visit of safe box.
10. Renter is not allowed to keep in safe box any items which are explosive, inflammable, poisonous, radio-active, narcotic and other hard toxics, guns, ammunitions as well as other items that cause life and health hazard of the people and of the environment, which are prohibited for keeping and/or civil turnover according to the legislation of the Kyrgyz Republic, and also other items which may damage Bank’s building and/or harm life or health of Bank employees.
11. Bank is not responsible for items kept by Renter in safe box, which are prohibited for keeping and/or civil turnover in accordance with the legislation of the Kyrgyz Republic.
12. Bank shall not bear material and/or other responsibility on quantity and quality of safe box contents, and shall not make valuation of any items kept in safe box, shall not be liable for any loss due to a change in the valuation or loss due to force-major.
13. Bank provides conditions for safe keeping of safe box contents in compliance with Order of Ministry of Interior Affairs of the Kyrgyz Republic and the National Bank of the Kyrgyz Republic №3/03 dated 06.01.2004 taking account amendments.

**Safe box’s keys**

14. For purposes of safe box usage, Bank provides Renter, under his/her signature, with two identical keys of safe box. Renter is obliged to take out the key from safe box lock each time after he/she uses it.
15. Renter shall return keys to Bank, and Bank returns amount of the pledge if Bank or Renter terminates the Agreement, provided that Renter does not have any rental debt before Bank. If Renter has such debt, then Bank returns to Renter the pledge amount less rental debt amount.
16. If Renter does not return keys to Bank, then Bank keeps the pledge and retains it as penalty charge for breach of conditions of the Agreement.
17. Bank shall not bear any responsibility on the losses and damages of the Subject of deposit due to losses and damages of key.
18. In case of loss, robbery or other loss of keys, Renter shall without delay notify Bank about such events in writing. Any losses or damages to the Renter or Bank due to delay in notice of loss of key is the responsibility of the Renter.
19. Renter hereby undertakes not to make a duplicate key of the lock and not to give keys of the lock to third parties, who are not representatives of Renter.
20. If a key of the safe box be lost by Renter, Bank has the right upon statement of Renter and upon his/her presence to open safe box by breaking the lock. Charges for opening the lock, repairing and/or replacing the lock shall be payable by Renter. All works to be done to the locker, lock or keys, shall be done exclusively by workmen appointed by Bank.

21. Bank has the right to deduct the amount from the deposit used by Bank for changing and/or repairing the lock without customer consent, and Renter agrees to pay in cash in case of any shortage of the amount of deposit. In this case the keys from new lock (repaired or changed) are delivered to Renter only after the replenishment of the deposit amount to its original level stated in Item 6 of this Agreement.
22. If Renter does not replenish the deposit amount to its original level, Bank has the right to prohibit Renter on usage of safe box, unless full repayment of debt is effected, and to apply provisions specified in Items 46 and/or 50 of this Agreement.

#### **The Representatives**

23. Renter may designate not more than two persons as his/her representatives to have access to Renter's safe box provided presentation of power of attorney notarized in the form established by law. No one but Renter and/or his/her representatives is allowed to enter safe deposit area and/or allowed to open safe box.
24. Power of attorney issued by Renter in accordance with Item 23 of this Agreement shall lose the force in the following cases:
  - a. In case, Renter recalls power of attorney issued before;
  - b. In case, representative stated in power of attorney refuses from stated authorities;
  - c. In case of Renter's death, the deeming of Renter as disable or restricted in legal capacity or the deeming Renter to be missing;
  - d. In case of expiry of the validity of the power of attorney.
25. In any case the power of attorney shall be considered as valid unless the Bank is informed in written form by the customer (item a, b of Item 24) and/or by respective person and/or by state or other agency (sub-items c, d of Item 24), but not later than its validity.
26. The power of attorney of several Renters for one representative may be issued by one of Renters, and shall be legal without other consent and signature of other Renters.
27. Bank shall not be responsible before Renters and/or third parties for any damage that may arise, in case the persons, provided in Item 23 of this Agreement, do not notify Bank properly and on time regarding the early termination of the power of attorney.
28. Procedure and conditions of this Agreement on safe box usage shall be applicable and obligatory for Renter's representatives.

#### **Joint usage of safe box**

29. Order of joint usage of safe box:
  - a) if several Renters rent one safe box, then safe box shall be considered to be joint safe box, and contents hold in box shall be joint ownership of Renters (Article 266 of Civil Code of KR). Each Renter can (i) singly and independently exercise all power and rights on usage of safe box and on handling of safe box contents, (ii) without consent of other Renters terminate the joint usage of safe box, (iii) singly terminate this Agreement. Renters, including joint owners of safe box contents, hereby authorize each other singly and/or jointly to exercise all rights and responsibilities stated in sub-item of Item 29 of this Agreement.
  - b) if several Renters rent one safe box, and access to safe box is granted only provided presence of all Renters, which shall be specified in this Agreement and other conditions under which safe box may be operated or used.
30. The jointing one or several persons to the usage of safe box owned by a single Renter or several Renters is only possible by statement of Renter or general written statement of Renters.
31. In case, (i) of disagreement between Renters regarding their rights of usage over safe box and its contents, and applying with this regard to the related state agency of the Kyrgyz Republic, (ii) if third party takes legal action against one, several or all Renters, and as a result Bank is notified by the authorities in proper form in accordance with the legislation of the Kyrgyz Republic about any restrictions related to the usage of safe box (ownership, instructions) by Renters, Bank has the right to prohibit the usage of safe box to all Renters and their representatives until final decision of related competent body according to the legislation of the Kyrgyz Republic.
32. If Bank sends notification to any of Renters related to any safe box operations, it shall mean that all other Renters will be considered to have been notified. Renters hereby agree that each Renter presents all other Renters in receiving notifications of any kind, and that there is no necessity to send the notification to each Renter separately, and that dispatching documents to one of Renters shall be deemed sufficient. Each Renter irrevocably represents the others in accepting notifications, communications and warnings regarding all transactions, deals and in exercising the rights of disposition of safe box contents and in connection with the safe box.
33. Under this Agreement, joint Renters are jointly responsible for all indebtedness or liabilities, including but not limited, before Bank.
34. Bank will not be responsible for any negative consequences, which may arise due to individual usage of safe box by one of Renters, in case when more than one Renter rents safe box jointly.

#### **Inheritance of safe box content**

35. Sole Renter: in case of Renter's death, safe box contents shall be given to (i) executor/administrator upon presentation of proper documents, (ii) successor(s) on the basis of Certificate of right to inherit or Certificate of inheritance property division or related court decision in the Kyrgyz Republic.
36. Joint Renters: in case of death of one or more Renters, other Renters will have access to safe box. Successor(s) of deceased will have access to safe box and dispose contents upon presentation to Bank of Certificate of right to inherit, Certificate of inheritance property division or related court decision in the Kyrgyz Republic. Executor/administrator will have access to safe box and dispose contents upon presentation of proper documents.
37. In cases stated in Items 35 and/or 36 of this Agreement, executor/administrator, successors shall be considered Renters of safe box instead deceased Renter.

#### **Other conditions**

38. Renter is prohibited to sub-rent the safe box to other person.
39. Bank will comply with court act, decrees of investigative bodies, issued in accordance with law of the Kyrgyz Republic, which will allow providing the access to safe box of Renter. In such a case, Bank shall promptly notify Renter of the actions of the court and law-enforcement bodies.
40. Bank is not responsible for losses to Renter that occurred due to force-major in the form of natural disaster, flood, calamity, fire, earthquake, war, riots or actions of an authority and other circumstances over which Bank has not control.
41. Renter accepts that his/her address as well as address of authorized representatives stated in this Agreement and in the power of attorney are his/her legal address. All written warnings and notifications of Bank to sent to stated addresses shall be deemed made by Bank properly.
42. Bank reserves the right to make amendments to rules and procedures from time to time with following notification to Renter at earliest convenience.

43. At its discretion, Bank can make changes to rental rate of safe box, but it shall be not as frequently as one time in a year.
44. This Agreement is governed by the legislation of the Kyrgyz Republic. The Parties hereby acknowledge and agree that any disputes arising out of or in connection with this Agreement, including disputes related to concluding, breach, termination, suspension or invalidity of this Agreement shall be settled by International Court of Arbitration in affiliation with the Chamber of Commerce and Industry of the Kyrgyz Republic in accordance with its Rules of Arbitration by one arbitrator elected according to these Rules. Applicable substantive law, that shall be used in settling disputes, shall be the legislation of the Kyrgyz Republic. Place of arbitration shall be Bishkek city, the Kyrgyz Republic. Language of arbitration shall be Russian. Decision of International Court of Arbitration shall be final.
45. After two month from the date when Renter fails to repay the rental debt and other payments, Renter will be notified in writing (with notification on delivery) of possible opening of safe box and withdrawing of its contents. After four month from the date when Renter receives the letter if there is no any repayment actions taken by Renter, Bank has the right to open safe box by breaking it without Renter's presence, but with presence of notary, and under procedure provided in Bank, and unsealing contents, it shall keep them in specially assigned safe box.
46. In case if Renter fails to implement one of requirements of Bank within terms provided in this Agreement, then Bank has the right to debit amount of debt related to this Agreement from Renter's account in soms and foreign currency opened with Bank, and also begin debt collection procedure. All expenses of legal procedures shall be accepted and paid by Renter.
47. This Agreement is produced in two originals, two in English and two in Russian languages to be kept by each party. In case of disputes between two originals, Russian version shall be considered prevailing. But in case of vagueness in Russian version, it is necessary to clarify meaning in English version.
48. The headings and the items are inserted for ease of reference only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words denoting the singular include the plural and vice versa.

**Validity term and termination procedure**

49. This Agreement shall come into force from the date of its signing and shall be effective up to its termination.
50. Bank may terminate this Agreement in cases of improper implementation by Renter of conditions provided in this Agreement.
51. Renter has the right to terminate this Agreement any time, notifying Bank in writing, provided that Renter settled all debts with Bank under this Agreement and returned keys from the lockers. In case there is no indebtedness before Bank, rental payment made in advance by Renter will not be reimbursed.
52. If Renter does not return keys to Bank during 15 days from the date of termination of this Agreement, Bank will take actions provided in this Agreement at its discretion.

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Bank's authorized signatures

\_\_\_\_\_  
Renter's signature

**In case of joint usage, please fill one of the following:**

**A. We would like to use safe box jointly on the basis of item 29-a of this Agreement.**

Renter 1. \_\_\_\_\_ Signature \_\_\_\_\_

Renter 2. \_\_\_\_\_ Signature \_\_\_\_\_

**B. We would like to use safe box jointly on the basis of item 29-b of this Agreement.**

Renter 1. \_\_\_\_\_ Signature \_\_\_\_\_

Renter 2. \_\_\_\_\_ Signature \_\_\_\_\_

**2 (two) identical duplicates of key were received by:**

\_\_\_\_\_