

# **TABYS MOBILE APPLICATION INVESTOR AGREEMENT**

**IMPORTANT** – THE USER BEING AN INVESTOR AS DEFINED BELOW, SHOULD READ CAREFULLY THIS INVESTOR AGREEMENT AS IT GOVERNS ALL TRANSACTIONS BETWEEN THE INVESTOR AND THE ISSUER THROUGH THE APP. THE ISSUER IS WILLING TO TRANSACT ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS INVESTOR AGREEMENT. THE INVESTOR ACKNOWLEDGES THAT HE/SHE HAS RECEIVED, READ AND FULLY UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND WITH ITS TERMS, TOGETHER WITH OTHER DOCUMENTS REFERRED HEREIN. THE ISSUER AND ITS AGENTS AND/OR AFFILIATES DO NOT PROVIDE ANY INVESTMENT ADVICE AND ANY INVESTMENT DECISION SHALL BE BASED ON INFORMATION CONTAINED IN A PROSPECTUS. NEITHER THE ISSUER NOR ITS AGENTS (OR AFFILIATES) HAVE ASSESSED THE SUITABILITY OF THE SECURITIES TO WHICH THE PROSPECTUS RELATES FOR ANY PARTICULAR INVESTOR OR TYPE OF INVESTOR. IF THE INVESTOR DOES NOT UNDERSTAND THE CONTENTS OF THE PROSPECTUS OR IS UNSURE WHETHER THE SECURITIES ARE SUITABLE FOR HIS/HER INDIVIDUAL INVESTMENT OBJECTIVES AND CIRCUMSTANCES, INVESTOR SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISOR.

This Investor Agreement (the “**Agreement**”) is concluded by and between

(1) corresponding issuer the Securities of which are or to be issued and sold via the App, including the agent acting on the Issuer’s behalf pursuant to and in accordance with the offering materials (the “**Issuer**”),

and

(2) the individual person, classified as Retail Client, who unconditionally accepts this Agreement as referred hereof (the “**Investor**”),  
collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

## 1. INTRODUCTION

This Agreement sets out the terms and conditions that govern relationship between the Parties on purchase and sale of securities between the Issuer and the Investor pursuant to and in accordance with the conditions of the offering documents through the App.

The terms and conditions of the offering of Securities by the Issuer shall be governed by the Prospectus in respect of the Securities. The Prospectus is prepared by the Issuer in connection with listing and offering of Securities on AIX, approved by AIX and published by the Issuer on AIX’ website through the Regulatory Announcement Service [<https://aix.kz/prospectus/>].

This Agreement shall enter into force upon provision by the Investor of its’ explicit and informed acceptance of this Agreement through the App.

The Parties are hereby at all times bound by, subject to and governed by any applicable AIFC Laws, as amended from time to time.

## 2. DEFINITIONS

“**Admitted Products**” shall have the meaning given in AIX CSD Business Rules;

“**applicable law**” or “**AIFC Laws**” mean the Acting Law of the Astana International Financial Centre as amended from to time;

“**AIX**” means Astana International Exchange Limited, a private company incorporated under the AIFC Laws which is the owner of the App;

“**AIX CSD**” means Astana International Exchange Central Securities Depository Ltd., a private company incorporated under the AIFC Laws;

“**AIX Registrar**” means Astana International Exchange Registrar Limited, a private company incorporated under the AIFC Laws;

“**AIFC Conduct of Business Rules**” means AIFC Conduct of Business Rules No.4 of 2017;

“**business day**” means 9 am – 6 pm on any day in Astana (Kazakhstan) time (other than a Saturday, Sunday or a public holiday in the Republic of Kazakhstan);

“**Custody Agreement**” means Agreement on custody services governing relations between the Investor and AIX CSD;

“**Depository**” means the depository operated by AIX CSD in accordance with AIX CSD Business Rules;

“**Depository Account**” means a personal custody sub-account in the name of the Investor under AIX CSD’s nominee account established in the Depository pursuant to and in accordance with terms and conditions of the Custody Agreement concluded between AIX CSD and the Investor;

“**Mobile App**” or “**App**” means a mobile application developed by AIX under brand name “Tabys” and devoted to facilitating communication between the Investor and the Licensees, including Investor and the Issuers in connection with purchase and sale of Securities pursuant to and in accordance with the conditions of the offering documents, Investor and AIX Registrar in connection with recordkeeping of the title to Investor’s Securities under the Registrar Agreement, the user and AIX CSD in connection with custody services under the Custody Agreement, as well as to documenting transactions between Investors and the Issuers, in respect of the Issuers’ Securities; the App can be downloaded to any device pursuant to the Terms of Service;

“**Registrar Account**” means an individual electronic account established for you in the registry operated by AIX Registrar pursuant to and in accordance with terms and conditions of the Registrar Agreement concluded between AIX Registrar and Investor, and where the Securities that the Investor buys from the Issuer are stored;

“**Registrar Agreement**” means Registry Services Agreement governing relations between the Investor and AIX Registrar on Registrar Account opening and recordkeeping of the title to Investor’s Securities;

“**request**” means a request transmitted by you through the App to the Issuer for purchase, sale or gift of Securities and to transfer such Securities from/to the Investor’s Registrar Account in the registry maintained by AIX Registrar or Depository Account in the Depository operated by AIX CSD or any other such requests;

“**Related Documents**” mean Privacy Policy, Terms of Service of the App, Custody Agreement and Registrar Agreement, which are interconnected binding agreements related to this Agreement and which Investor accepts and agrees to be bound with;

“**Prospectus**” means a disclosure document prepared by the Issuer that contains the necessary information about the Issuer, its Securities and the offering of Securities in or from AIFC as prescribed by the AIFC Market Rules;

“**Securities**” mean a share, debenture, warrant, certificate, structured product, unit, issued by the Issuer as defined under the laws of the AIFC in dematerialised form which are qualified as Admitted Products;

“**you**”, “**your**” and “**yours**” mean an Investor under this Agreement;

“**Retail Client**” has the meaning given in clause 2.2.1. of AIFC Conduct of Business Rules;

“**we**”, “**us**” and “**our**” mean the Issuer under this Agreement;

“**website**” means the internet site of the App, whose domain is registered as: [www.tabysapp.kz](http://www.tabysapp.kz).

In these Agreement, the headings are for ease of reference only and shall not be taken into account in construing or interpreting the Agreement.

### 3. THE MEANS AND YOUR RELATIONSHIPS WITH US

- 3.1. During the term of this Agreement, we agree to sell and purchase Securities to/from you in accordance with the terms and conditions of this Agreement.
- 3.2. Account. In order to purchase and sell Securities from/to the Issuers, the Investor must undergo onboarding with either (1) AIX Registrar via the App and open a personal Registrar Account at AIX Registrar pursuant to the Registrar Agreement between Investor and AIX Registrar, or (2) AIX CSD for opening a Depository Account at the Depository operated by AIX CSD. Once the Registrar Account is activated, the Investor will be able to submit requests for Securities. Once the Investor's request is fulfilled by the Issuer, a title to the Securities will be recorded in the Investor's Registrar Account at AIX Registrar. The Registrar Account opened by you at AIX Registrar is self-directed and shall be governed pursuant to the Registrar Agreement between Investor and AIX Registrar. Upon successful completion of the onboarding process with AIX CSD, the Investor will get access to the App services and the Depository Account in AIX CSD will be opened for the Investor in the Depository Account at the Depository operated by AIX CSD in accordance with the Custody Agreement.
- 3.3. Investment Decision. You are responsible for all purchase and sell requests, decisions and authorisations sent through the App. You make your own investment strategy you utilize, including the decisions to hold, buy and/or sell from/to the Issuer any and all of the Securities through the App, based on your own investment decisions at your own risk. You understand and accept that all investments into Securities involve risks, as outlined in the respective Prospectuses, and you are solely responsible for determining the suitability of any investment, trade, and any risk associated with it based on the information contained in a respective Prospectus.
- 3.4. Use of Personal Data. Investor agrees that all data submitted through the App can be accessed, collected, used, processed and stored by the Issuer, AIX CSD and AIX Registrar in order to perform their respective obligations under the Investor Agreement and the Related Documents.
- 3.5. Fees and payments. Investor shall pay all taxes and commissions for transactions with Securities (including purchase, sale and transfer (by gift) of Securities) and other fees which may arise out of or in connection with processing transactions with Securities via App, including AIX Registrar fees, AIX CSD fees, and either the Issuer may debit such accrued amounts from your bank account/card and it is deemed that you have consented and gave corresponding standing instruction to the Issuer to debit such fees and commissions from your bank account/card. Commission rates for transactions with Securities are published on the website: <https://www.tabysapp.kz>. AIX Registrar's fees are set in accordance with the terms of the Registrar Agreement. AIX CSD's fees are set in accordance with the terms of the Custody Agreement. The fees and commissions applicable to the Investor for processing transactions with Securities via App may be changed by the Issuer at any time by posting changes in the App or website or sent through push-notification or email. Another payment terms related to transactions are set out in clauses 4.7.-4.9. hereof.
- 3.6. Statements and confirmations. Investor shall promptly review all notices, statements in its profile including transaction confirmations, and also any other messages including sent via email from the Issuer. Such documents shall be considered binding on the Investor. AIX Registrar may provide, upon request via the App, information or statements to the Investor confirming the Investor's title to Securities on its account with the register, in accordance with the Registrar Agreement. AIX CSD may provide, upon request via the App, a statement which includes the list, description and amount of each Security held in the Depository Account as at the date of reporting in accordance with the Custody Agreement.
- 3.7. The Issuer retains the power to undertake any security procedures and actions which it deems reasonable and necessary to protect the App, account of the Investor and interests of other persons using the App while accepting and acting upon requests from Investor.
- 3.8. Investor acknowledges and understands that only specified Securities issued by the Issuers are available for purchase, sale and gift in the App.
- 3.9. Representation and Warranties. In addition to other representations and warranties made under Related Documents, you represent and warrant that:

- you are legally capable to execute transactions with Securities through the App;
- the information you provided via App is true, complete and accurate and not misleading and you agree to immediately inform us of any changes to the information, which shall include without limitation any personal data required for the purpose of this Agreement and Related Documents, including full name, email, number and details of ID document, postal address, bank or account details, source of financing transaction, politically exposed person status and any other information reasonably requested by us, with the submission of the relevant supporting documents if and when requested. Investor acknowledges that its personal data will be processed in accordance with the provisions of this Agreement and the Related Documents;
- you hereby unconditionally provide to the Issuer and its' affiliates, including their employees, agents and contractors, your consent to use and process (including for the collection, processing, storage, and distribution, and including cross-border transfer), of your personal data for the purpose of this Agreement and Related Documents and in compliance with applicable law;
- the unconditional consent of the spouse (if applicable), as well as authorisations required under the applicable laws for the purpose of (i) this Agreement and (ii) execution of transactions with Securities through the App, are duly received, valid and have not been revoked or cancelled;
- you have done and undertaken to do any and all acts, as well as to provide all necessary documents requested in connection with (i) this Agreement; (ii) transactions with Securities through the App, as well as for the performance of your relevant obligations hereunder; (iii) the requirements of the AIFC Laws and Laws of the Republic of Kazakhstan on counteraction of legitimisation (laundering) of incomes received by illegal means, and financing of terrorism. Execution of transactions with Securities by you through the App is not in breach and shall not result in a violation of any applicable laws, other than AIFC Laws;
- for the purposes of execution of transactions with Securities through the App you act on your own behalf and do not represent any third parties;
- you acknowledge that you read, understand and accept this Agreement and agree to be bound with all its terms, requirements, together with those under Related Documents.

#### **4. SECURITIES TRANSACTIONS**

4.1. Risks with investments. Investing in the Securities involves a number of risks, including but not limited to losses during periods of volatility in the price, therefore you acknowledge and understand that all investment decisions with respect to transactions with Securities executed through the App are made at your own risks and that you are prepared financially to undertake such risks and to withstand the losses that may be incurred. The Issuer or any of its' affiliates do not accept responsibility associated with or related to such risks. Information on risks associated with specific Securities is placed in their respective Prospectuses which are publicly available at [<https://aix.kz/prospectus/>]. You acknowledge that you have received and read the Prospectus prior to purchasing the Securities.

4.2. Request executions. In the App, you can select the option to buy, sell or make a gift of Securities and make the corresponding requests to the Issuer, AIX CSD and AIX Registrar accordingly. The price of Securities can change, and the actual price and amount will be determined at 5 pm Astana time of that business day when you made the request, and you will receive an appropriate notification about this. The actual price could be significantly different from the price quoted at the time the request was entered. The request will be executed on the same business day you made the request (if the request is made on business day before 4 pm Astana time) or the next business day (if the request is made on non-business day or after 4 pm Astana time on business day), and the

payments will be charged or credited from/to your bank cards and accordingly Securities will be transferred from/to your account or to account of the recipient (in case of you making gift of Securities) with AIX Registrar, in accordance with the provisions of the AIX Registrar Agreement, of which you will be notified.

We do not guarantee that your request will be executed immediately or will be executed at all due to any circumstances beyond our control as such Securities might be illiquid instrument, or due to other restrictions under the Registrar Agreement and placing request does not guarantee that such request will be fulfilled.

You may request transfer of Securities from the Depository Account to your brokerage account opened with AIX trading member, who is the AIX CSD Participant, by giving instruction to AIX CSD via the App.

The Issuer and users of the App can transfer Securities to you (your account) as a gift and hereby you confirm you consent to accept those Securities as a gift.

4.3. Request cancellation. Requests made before 4 pm can be cancelled at any time before 4 pm of that business day in the section "My Orders" of the App. Request made after 4 pm, will be executed the next business day only if you confirmed it and you can cancel such request before 4 pm of the next business day.

4.4. Delays and refusals. We may refuse any request, or delay execution of any request at our discretion, including based on the grounds if AIX CSD, AIX Registrar or we determine that request requires additional checks and/or clarification from you. You also acknowledge that you may suffer market losses during periods of volatility in the price and volume of a particular Security, or when system issues result in an inability to place or execute request. You acknowledge that we will not be responsible for any losses caused by rejection or delay of the requests, or instability of the system. If the transaction is unsuccessful, your request will be rejected, and you will receive an appropriate notification about this. In case if the Registrar Account in AIX Registrar or Depository Account in AIX CSD is blocked/frozen, the request shall be rejected. You will not hold us liable for any loss you may incur due to our refusal to permit any deposit, withdrawal, or transaction.

4.5. Selling restrictions. We are authorised to take any steps to protect our position and any obligations we assumed without notifying the Investor. We also reserve the right to place restrictions to buy, sell or make a gift of Securities if such transaction may violate any applicable laws. AIX Registrar may block/freeze your Registrar Account or AIX CSD may block/freeze your Depository Account if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if you receive reasonable notice that the ownership of some or all of the assets are in dispute.

4.6. Payment settlement. All requests that Investor authorizes will be processed with the understanding that Investor will pay for any purchase on or before the settlement date. All sell or gift orders that Investor places will be for Securities that Investor owns at the time Investor places the order.

4.7. Before the execution of any transaction for the purchase of Securities, the App shall check the amount of your request to buy Securities (together with the previous requests for that day) against the pre-defined threshold amount set by the Issuer. In case if your request (together with the previous request for that day) is above the threshold amount, this request will be rejected, and you will receive the notification about this in the App with a proposal to change the amount of the request or send this request on the next day.

4.8. Before the execution of any transaction for the gift of Securities, the App shall check if the recipient of the gifted Securities has a valid registration in the App, acting and valid (not blocked) Registrar Account in AIX Registrar or Depository Account in AIX CSD, as well as other information against the requirements and absence of restrictions in relation to the recipient provided by the Registrar Agreement or Custody Agreement, accordingly.

4.9. We reserve the right to require full payment, prior to the acceptance of any request. Investor shall have the required Securities and/or funds in its respective account (in bank, in AIX CSD or in AIX Registrar) prior to the execution and/or settlement of a purchase or sale transaction. If Investor

does not have sufficient funds or Securities in its account, the Issuer has the right to reject such transaction. Investor understands that due to the regulatory and bank restrictions applicable to currency operations, payments may be subject to currency conversion(s) at the exchange rates set by the bank(s) processing the payments resulting in a variation in the amount that is due to the Investor.

4.10. Coupons and Dividends. The payment of coupons/dividends depends on the Issuer of Securities and a few days before the payment of dividend/coupons on securities, the App will send a notification to you (in case if you have respective Securities on your Registrar Account in AIX Registrar or Depository Account in AIX CSD) that on X date coupon will be paid to your bank card in respective currency of the card.

4.11. Securities transactions procedure stipulated in this Clause 4 may differ depending on specific offering types, regulatory restrictions, and/or bank regulations. Investor will be informed of any such procedure through a notice.

## **5. SELF-DIRECTED INVESTOR**

5.1. Investor acts as a self-directed investor and is responsible for determining the suitability of any particular investment strategy, transaction, or Security. Neither the Issuer nor any its affiliates, directors, employees, contractors, agents have a responsibility for any such determination, and does not make any recommendation to enter into a particular transaction or to buy, sell, or hold a particular Security or Securities.

5.2. Investor does not delegate any discretionary authority to the Issuer over its Registrar Account/ Depository Account, or an obligation to monitor, review or make recommendations for the investment of Securities or cash in Investor's accounts.

5.3. You assure that all requests, authorisations and notifications sent by you to the Issuer, AIX CSD and AIX Registrar, including requests to transfer or accept Securities and all of its transactions concluded via the App are hereby duly authorised by you. You are responsible for all requests and authorisations sent via the App to buy and sell Securities.

5.4. Any research, analysis, news, or other information made available by us does not constitute an individualized recommendation to you to buy, sell, or hold a particular Security.

## **6. EXCLUSION OF LIABILITY**

6.1. The Issuer or any of its affiliates, directors, employees, contractors, agents shall not be liable for any obligations of the Investor arising during the performance by the Issuer of this Agreement and during the existence of the App.

6.2. For the avoidance of any doubt, the representations, warranties, rights, undertakings and obligations of the Investor arising out of or in connection with this Agreement, under any requests, agreements given or concluded by the Investor via the App (the "Rights and Commitments") shall not constitute the Rights and Commitments of the Issuer but shall be the Rights and Commitments of the Investor.

6.3. No agreement, or action including under this Agreement and the Related Documents, shall provide for any joint liability and the Investor shall be solely responsible for its own obligations under this Agreement.

6.4. To the fullest extent permitted under applicable law, in no event shall the Issuer or any of its affiliates, their directors, contractors, employees, agents be liable to you for any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits.

6.5. The Issuer or any of its affiliates, directors, contractors, employees, agents shall not be liable even if it has been advised of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorised use, delay in operation or transmission, line failure, computer virus, worm, Trojan horse or other harm.

## 7. MISCELLANEOUS

7.1. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (2) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by applicable law.

7.2. Right of use. The Issuer has proper right to use the App based on arrangements with AIX being the owner of the App for the purposes of this Agreement.

7.3. Landing page. The App has its landing page/website: <https://www.tabysapp.kz> which contains important information about the App and account. Investor shall refer to the landing page to learn general information about the work of the App, the receipt and delivery of funds, text of this Agreement, and Related Documents, and other general account information.

7.4. Investor's asset. The Issuer does not keep or manage any assets of the Investor.

7.5. Reporting. Upon execution of each transaction in Securities, the Issuer shall send to the Investor a confirmation pursuant to clause 3.6 hereof, which includes details of the executed transactions (sale/purchase; description and amount of each Security; date of the transaction; date of the settlement).

7.6. Record Keeping. The Issuer shall keep records of all executed transactions in Securities with the Investor pursuant to AIFC Conduct of Business Rules and its internal policies.

7.7. Inducement. The Issuer represents that we, our employee or associate do not offer, give, solicit or accept any inducement from a third party, such as a fee, commission or other direct or indirect benefit in connection with transactions in Securities executed with Investors.

7.8. Entirety of Agreement. This Agreement and Related Documents shall constitute an integral legally binding and entire agreement between you and us, and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings, whether written or oral, relating to its subject matter. Investor acknowledges that in entering into this Agreement the Investor does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement and/or Related Documents.

7.9. Assignment. You may not assign this Agreement or any rights or obligations under this Agreement.

7.10. Communications. We may send any communications and notifications to your telephone number, email, mailing address that you provided to us or by any other means. We also may post communications and notifications in the App or website. Communications and notifications shall be deemed delivered to you when we sent them to you whether or not you access or review them.

7.11. Electronic acceptance. You agree that your use of electronic signature to sign our documents as well as acceptance of the documents and orders through electronic means legally binds you in the same manner as if you had manually signed them. The use of an electronic versions of this Agreement and other documents referred herein fully satisfies any requirement that they be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of the documents. You are responsible for understanding these documents and agree to conduct business with us by electronic means. You are obliged to review periodically the websites for changes or modifications.

7.12. Third Party rights. A person who is not a party to this Agreement shall have no rights under Part 10 of the AIFC Contracts Regulations (Rights of Third Parties) to enforce any of its terms, except for AIX Registrar or AIX CSD.



7.13. Amendment. We reserve the right to amend this Agreement without prior notice to the Investor. The current version of this Agreement will be provided via the App and your continued account activity after such amendment constitutes your consent to be bound by all amendments to the Agreement, regardless of whether you have actually reviewed them. We are not bound by any verbal statements that seek to amend the Agreement.

7.14. Termination. We may suspend or terminate this Agreement with prior notice to the Investor or cease your access to the App as specified in the Terms of Service. This Agreement shall be deemed automatically terminated if your Registrar Account in AIX Registrar or Depository Account in AIX CSD has been closed or if any of the Related Documents, to which you are a party, have been terminated.

7.15. Force Majeure. We will not be liable for loss caused directly or indirectly by conditions beyond our reasonable control, including but not limited to Force Majeure events. “Force Majeure” means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labour strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centres or transmission facilities.

7.16. Indemnification. You agree to indemnify and hold the Issuer, its affiliates, their directors, contractors, employees, agents and its third party service providers harmless from and against any and all claims, losses, liabilities, costs, judgements, penalties, actions, damages and expenses (including but not limited to legal fees) resulting or arising directly or indirectly from your access and use of the App or in connection with this Agreement and Related Documents unless the breach of the Agreement was resulted primarily and directly from fraud or wilful misconduct of the Issuer, its affiliates, their directors, contractors, employees, agents and its third party service providers.

7.17. Waiver. Our failure to insist on compliance with this Agreement will not constitute a waiver of any of our rights.

7.18. Governing law and jurisdiction. This Agreement shall be governed and construed in accordance with the AIFC Laws. If any dispute arises in the course of fulfilment of obligations under this Agreement, Investor and Issuer shall take all necessary measures to settle the disputes without recourse to the litigation within 20 (twenty) calendar days. If Investor and Issuer have not come to a settlement, any dispute between you and us arising under or in connection with this Agreement, and/or use of the App, including any question regarding its existence, validity or termination, may first be submitted to mediation at the International Arbitration Centre (the “IAC”) under its Arbitration and Mediation Rules. Unresolved disputes shall be referred to and finally resolved by the AIFC Court under the AIFC Court Regulations and Rules.

In case of translation of this Agreement to other languages, the English text shall prevail.

## Contact Us

If you have any questions regarding our App, you can email us at [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz).