

AIX REGISTRAR

Registry Services Agreement

relating to

the provision of services for the recordkeeping of title to Investment Objects of the Client (being the security holder of Investment Objects) in the Securities Registry

This **Registry Services Agreement** (the “**Agreement**”) concluded by and between

(1) Astana International Exchange Registrar Limited, a company incorporated in AIFC under company registration number 180840900010 with its registered office at 55 Mangilik El Avenue, building 19, Astana, Kazakhstan (“**AIX Registrar**”).

and

(2) the Person, who unconditionally accepts this Agreement as referred hereof (the “**Client**”).

Collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

INTRODUCTION

This Agreement sets out the terms and conditions that govern relationship between the Parties for recordkeeping of title to Investment Objects held by the Client acting on its’ own behalf, and not as an agent or nominee, on its individual self-directed account in the Registry which is operated by AIX Registrar.

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

1. INTERPRETATION

1.1. In this Agreement, capitalised terms and expressions used herein have the following meaning, unless otherwise defined in AIX Registrar Rules or the context requires otherwise:

Account has a meaning set in clause 1.1. of AIX Registrar Rules;

AIFC: means the Astana International Financial Centre;

AIFC Laws: means the Acting Law of the Astana International Financial Centre;

AIX Registrar Rules: means any applicable rules and regulations of AIX Registrar that regulate the formation, maintenance of the Registry and any relations arising between AIX Registrar and the Client related to recordkeeping of title to Investment Objects held by the Client on its individual account with the Register;

AIX Registrar Fees Schedule: means the fees schedule of AIX Registrar published on the website of AIX Registrar or sent to the Client and which may be amended from time to time;

Business Day: means 9.00 am – 18.00 pm on any day in Astana (Kazakhstan) time (other than a Saturday, Sunday or a public holiday in the Republic of Kazakhstan);

Commencement Date: means the date set out in clause 2.1;

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a Party to the other Party in connection with this Agreement, including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, plans, intentions, or market opportunities of the disclosing Party (or of any member of the group of companies to which AIX Registrar belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of AIX Registrar (or of any member of the group of companies to which AIX Registrar belongs); and (b) any information developed by AIX Registrar in the course of carrying out this Agreement;

Issuer: means a legal entity in respect of any Investment Object that it has issued or is to issue, including an agent acting on behalf of the Issuer in accordance with the documents related to the offering of Investment Objects;

Fees: means the fees payable by the Client for the Services as set out in AIX Registrar Fees Schedule or set out in any other notice;

Group: has the meaning set out in the AIFC Glossary;

Intellectual Property: means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation patents, trademarks, trade names, service marks, service names, brand marks, brand names, logos, corporate names, computer software (including source codes), databases, know-how, design, domain names, copyrights and all schematics, industrial models, inventions, trade secrets and all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future;

Person: means any natural person or legal entity;

Sanctions mean all applicable economic or financial sanctions, or trade embargoes or restrictive measures including any sanctions laws, regulations, acts enforced or imposed, enacted, administered by the United Nations Security Council, governmental bodies with regulatory authority of the European Union, the United Kingdom (including, but not limited to, through HM's Treasury), the United States (including, but not limited to, through the United States Office of Foreign Assets Control (OFAC)), the Republic of Kazakhstan or any other similar authority in other jurisdictions enacting restrictive measures, in each case, to the extent these measure are applicable.

Sanctions Event means:

- (i) Client, its shareholder/participant (up to the beneficial owner) or any member of its Group or any director of any member of the Client's Group, directly or indirectly, has been designated by Sanctions; and/or
- (ii) any transactions or other activity in or referencing, the Securities listed on AIX are restricted by or is otherwise subject to Sanctions;
- (iii) any announcement is made by the respective authority that it intends to implement any Sanctions that would, once implemented, give rise to any of the circumstances described in (i) or (ii) above.

Registry: means the register maintained by the Registrar on behalf of the Issuer;

Representatives: means, in relation to a Party, its employees, officers, representatives and advisers all duly authorised by the Party;

Securities: means a share, debenture, warrant, certificate, structured product, unit, issued under the laws of the AIFC in dematerialised form;

Investment Object: means Securities and (or) a fraction of an investment coin;

Investment Coins: investment coins of the national currency of the Republic of Kazakhstan, made from precious metals, which serve as investment and accumulation objects;

Fraction of an Investment Coin: an intangible claim right created in the AIX Registrar accounting system for the corresponding fraction of an investment coin, determined in grams (ounces) of the chemically pure weight of the precious metal from which the investment coin is made.

Service Standards: means the service standard requirements and specifications set out in Schedule 1;

Term: means the period of time during which this Agreement is in effect as described in Clause 2.2.;

Tabys application: means a mobile application developed by AIX under trade name "Tabys" and

devoted to facilitating communication between the user and the Issuers in connection with purchase and sale of Investment Objects, the user and AIX Registrar in connection with recordkeeping of the title to Investor's Investment Objects under this Agreement, as well as to documenting transactions between the users and the Issuers in respect of the Issuers' Investment Objects; the App can be downloaded to any device pursuant to its Terms of Service;

1.2. References to clauses and Schedules are to clauses and Schedules of this Agreement.

1.3. The headings in this Agreement are for convenience only and have no legal effect.

1.4. The singular includes the plural and vice versa.

1.5. The Schedule(s) to this Agreement form part of this Agreement.

2. TERM

2.1. Commencement:

This Agreement shall enter into force upon implied or expressly stated acceptance and accession to the terms and conditions of the Agreement made either via (i) provision by the Client of the signed application form to AIX Registrar, or (ii) onboarding and account opening in AIX Registrar for the Client via Tabys application, or (iii) actions or other conduct indicating assent to enter the Agreement, including the corresponding duly given shareholders decision of the Issuer where the Client is one of the ultimate shareholders of that Issuer.

2.2. Term of Agreement:

This Agreement continues in effect until it is terminated either:

- (a) in accordance with Clause 14 hereof;
- (b) by the Client, by submitting an account closure request to AIX Registrar, subject to compliance with Clause 14 and all other reasonable requirements of AIX Registrar;
- (c) by AIX Registrar by giving not less than 3 Business Days written notice, if there were no activities nor Investment Objects on the Client's account for more than 6 months or based on other reasons.

3. SERVICES

3.1. AIX Registrar shall provide to the Client services for recordkeeping of title to Investment Objects held by the Client on its account in the Registry which is operated by AIX Registrar, including registration of transfers of title to such Investment Objects by the Client in the Registry and provision of information or statements to the Client confirming a respective holding of Investment Objects by the Client on its account with the Registry, including the other services available via the Tabys application once the Client successfully registered in it ("**Services**"), in accordance with the terms of this Agreement, AIX Registrar Rules and requirements of any applicable AIFC Laws.

3.2. After AIX Registrar opened the account in the Securities Registry, AIX Registrar may send an access code to the Client's email address or phone number indicated in the registry of the ultimate shareholders of the Issuer provided by such Issuer who is a client of AIX Registrar.

3.3. If the Client wishes to use Tabys application for obtaining the Services or for other services available in the application, the Client shall download Tabys application via AppStore or PlayMarket, pass registration process including acceptance of the Tabys application documentation available on Tabys application and published on its' web-site: <https://www.tabysapp.kz/>.

3.4. The Client understands and accepts that in case AIX Registrar discontinues for whatever reason to

maintain the Registry of a particular Issuer, such Investment Objects will be transferred out from the Client's account in the Securities Registry to an account of the Client at another registerkeeping system in accordance with the instructions of the Client and/or Issuer of such Investment Objects.

4. DUE DILIGENCE PROCESS

4.1. This Agreement is subject to the Client completing due diligence and AIX Registrar confirming that this clause and results of the due diligence are satisfied (meaning confirmed as satisfactory in all respects to AIX Registrar).

Due diligence may (at the option of AIX Registrar) include, but is not limited to, the following:

- (a) identification of the Client,
- (b) anti-money-laundering checks, and
- (c) any other assessment performed by AIX Registrar, as may be required under AIX Registrar Rules, AIFC Laws.

To assist AIX Registrar with the completion of its due diligence the Client agrees to provide any required documents and information.

5. CLIENT DUTIES

5.1. The Client shall be obliged to:

- 5.1.1. provide all information, data, documentation required by AIX Registrar (in writing if required or requested so by AIX Registrar) to carry out the Services properly including information, which concerns or relates to AIX Registrar's obligations under this Agreement, AIX Registrar Rules immediately from the date of the appearance of need in these documents including any changes in provided documents or information;
- 5.1.2. ensure that all information, data and documentation provided to AIX Registrar is true, accurate, complete and not misleading;
- 5.1.3. promptly provide any other information and assistance reasonably requested by AIX Registrar in connection with this Agreement and AIX Registrar Rules;
- 5.1.4. notify the Registrar immediately upon occurrence of Sanctions Event.

6. FEES AND EXPENSES

6.1 AIX Registrar shall invoice the Client, where applicable from time to time, and the Client shall pay to AIX Registrar, the aggregate of all the Fees, levies and other charges as specified in the AIX Registrar Fees Schedule, or AIX Registrar may debit such amounts due from the Client's bank account / card/custody account without prior consent of the Client.

Failure to make payment in accordance with Clause 6.1 constitutes a breach of the Agreement and all other rights and remedies (either contractual or otherwise as may arise) of AIX Registrar are reserved. AIX Registrar shall not in any event be liable for any indirect, special or consequential loss, arising (including but not limited to loss of anticipated profits or of data) from a failure to make payment in accordance with Clause 6.1 and exercising its rights or remedies as a result.

6.2 In case the Client fails to make payments in accordance with Clause 6.1, AIX Registrar may block the Investment Objects of the Client held with its' account in the Registry as a lien to secure payments of all the Fees, levies and other charges due to AIX Registrar. The Client cannot carry out any transactions with the Investment Objects, the rights for which are subject of the lien, as well as to make any withdrawal from the account in the Register during the period of failure of its' obligations under Clause 6.1.

6.3 The Parties hereby agree that AIX Registrar may accept payments to be made by the Client under this Agreement from a third party based on legal arrangements between AIX Registrar and the third party.

7. VALIDITY OF DOCUMENTS

- 7.1. Subject to Clause 7.2, the Client agrees that AIX Registrar shall not be required to verify the validity and authenticity of any document or the execution of any document presented to it and AIX Registrar shall not be liable to the Client by reason of having accepted as valid any documents of any kind which are forged, not authentic or are untrue.
- 7.2. If a document reasonably appears on its face to be invalid, or the circumstances of a particular case are such as would reasonably put AIX Registrar on inquiry as to the possible validity of a signature or seal then AIX Registrar shall take reasonable steps to investigate the validity of the document, including to refuse provide Services if there is a suspicion on validity of the documents. AIX Registrar shall not incur any liability to the Client for negligence or otherwise if, despite taking such reasonable steps, the document is accepted and subsequently is shown to be invalid.

8. RETENTION

- 8.1 The Client authorises AIX Registrar to hold and destroy records and documents relating to its title to Investment Objects in the Registry, as well as Personal Data subject to statutory retention periods.
- 8.2 The Client acknowledges and agrees that documents shall be considered to be retained by AIX Registrar if copies are available in electronic form. Subject to an electronic copy of the document being available, AIX Registrar shall be under no obligation to retain documents in paper form.
- 8.3 AIX Registrar shall scan all documents received from or on behalf of the Client during the term of this Agreement and will store these documents in electronic form, unless otherwise specified in any applicable law.
- 8.4 AIX Registrar shall maintain records to show and explain transactions in relation to each activity or function performed in relation to the Client and to enable the Client to prepare accounts in compliance with AIFC rules and any other applicable law.
- 8.5 AIX Registrar shall retain the records for at least 7 (seven) years from the date to which they relate, unless otherwise required under the law.

9. DATA PROTECTION

- 9.1 In the framework of this Agreement, the Parties hereby undertake to respect the regulations in effect applying to the processing of Personal Data and, in particular, the AIFC Data Protection Regulations No. 10 of 2017 (“DPR”).
- 9.2 The Client hereby acknowledges that he or she has been notified of the processing of their Personal Data by or on behalf of the AIX Registrar as described in this Agreement.
- 9.3 Personal Data Processing
For the purposes of executing this Agreement, AIX Registrar as Controller collects, maintains and processes the Personal Data of the Client in accordance with the DPR. The Client has been informed by AIX Registrar in a clear and intelligible manner about the processing of the Client’s Personal Data, the purpose of such processing, the recipients of the Personal Data and the Client’s rights under this Agreement.
- 9.4 Personal Data Retention
The Client understands that AIX Registrar will use its Personal Data only as long as is necessary to implement, administer and manage recordkeeping of Investment Objects held by the Client, or to comply with legal or regulatory obligations, including under tax and securities laws. The Client’s Personal Data shall in any case be withdrawn from AIX Registrar systems after 7 (seven) years after the end of this Agreement except for the Personal Data that AIX Registrar is required to keep for longer on the basis of specific legislation or in the event of ongoing litigation for which Personal Data shall be necessary.
- 9.5 International Data Transfers
The Client understands that AIX Registrar and, as of the date hereof, any third parties assisting in the recordkeeping of Investment Objects held by the Client, such as the AIX Registrar’s service providers, are located in and outside of the Republic of Kazakhstan. In this respect, the Client acknowledges that the Personal Data may be transferred, processed, and stored with reputable cloud service providers located in a jurisdiction outside the AIFC. Further, the Client acknowledges and understands that the transfer of the Personal Data to any third parties is necessary for the recordkeeping of Investment Objects held by the Client. AIX Registrar’s legal basis for the transfer

of the Client's Personal Data is to comply with the AIX Registrar's contractual obligations to the Client.

9.6 In compliance with and subject to the conditions of the DPR, the Client has the following rights:

9.6.1 Right of access

The Client shall have the right to ask at any time whether his (her) Personal Data have been collected, over what period of time, and for what purpose.

9.6.2 Right to rectification

The Client shall have the right to ask that false or incomplete Personal Data be corrected or completed at any time on a simple request.

9.6.3 Right to restriction of processing

The Client may request that the processing of his (her) Personal Data be limited. This means that the data in question must be "marked" in our computer system and cannot be used for a certain period of time.

9.6.4 Right to erasure

Subject to the exceptions required by AIFC Laws, the Client shall have the right to demand that his (her) Personal Data be erased. AIX Registrar is obliged to delete the Personal Data without delay, in particular, if one of the following reasons applies:

- (a) the Client's Personal Data is no longer necessary for the purposes for which it was collected or otherwise processed;
- (b) the Client revoked its consent on which the processing of the Client's Personal Data was based, and there is no other legal basis for the processing;
- (c) the Client's Personal Data has been processed unlawfully.

The right to erasure does not exist insofar as the Client's Personal Data is required for the assertion, exercise or defence of legal claims of AIX Registrar.

10. CONFIDENTIALITY

- 10.1 Each of the Parties shall keep all Confidential Information strictly confidential and shall not: (a) use such Confidential Information except for the purpose of exercising or performing its obligations under or in connection with this Agreement (the "Permitted Purpose"); or (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 10. A Party may disclose Confidential Information to any third party if the other Party's consent (including by electronic means) is obtained, and to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that: (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause 10 as if they were a party to this Agreement, and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 10.
- 10.2 The Client expressly authorises AIX Registrar to disclose to the Issuer information about the Client's ownership in respect of Investment Objects issued by such Issuer as reflected on the Client's account in the Registry, upon a request from the Issuer in connection with any corporate action, including, but not limited to, payment of any distributions by the Issuer or exercising of voting or any other rights, as applicable.
- 10.3 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 10, it takes into account to the extent practicable in the circumstances the reasonable requests of the other Party in relation to the content of such disclosure.
- 10.4 On termination of this Agreement, each Party shall: (a) destroy (to the extent practicable and subject to Clause 8 (Retention of Documents)) or return to the other Party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on Confidential

Information; (b) erase all Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable and subject to Clause 8 (Retention of Documents)); provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause 10 shall continue to apply to any such documents and materials retained by a recipient Party.

- 10.5 The provisions of this Clause 10 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Clause 10); (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or (d) the Parties agree in writing is not confidential or may be disclosed.

11. INTELLECTUAL PROPERTY

AIX Registrar shall retain ownership of Intellectual Property created by or on behalf of AIX Registrar in connection with this Agreement.

- 11.1 The Client shall retain copyright in all data, documentation and other materials provided by it to AIX Registrar in connection with this Agreement.

12. RESPONSIBILITY OF THE REGISTRAR

- 12.1. AIX Registrar does not make any representations or give any guarantees regarding the advisability of investing in Investment Objects (in writing or orally), as well as in relation to any Investment Objects or investments in general.
- 12.2. AIX Registrar shall not be responsible for notifying the Investor or taking up any rights, exercising any conversion or subscription rights, dealing with take-overs, other offers, capital reorganisations or corporate events, exercising those Corporate Actions or taking any other steps which requires discretionary action with respect to the Securities recorded as being held in the Account.
- 12.3. AIX Registrar's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on AIX Registrar.

13. INDEMNITY AND LIABILITY

- 13.1. AIX Registrar shall not be responsible for any losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including reasonable legal fees as incurred) in respect of any matter relating to the Securities Registry or any document issued by or on behalf of the Client prior to the Commencement Date. AIX Registrar may rely on the Registry as at the Commencement Date without investigation as a true, accurate and complete Registry of the relevant Investment Objects of the Client.
- 13.2. The Client shall indemnify and hold harmless AIX Registrar, its affiliates, and its and their respective directors, officers, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including reasonable legal fees as incurred) resulting from or arising out of or in connection with: (i) the Client's breach of this Agreement or any applicable AIFC Laws, AIX Registrar Rules; and (ii) any claim asserted against AIX Registrar by any third party for whom the Client acts or purports to act in relation to the services provided to the Client in accordance with this Agreement. AIX Registrar shall provide the Client with: (i) prompt written notice of each such claim received by AIX Registrar; (ii) reasonable control over the defence and settlement of such claim; and (iii) such information and reasonable assistance to settle or defend any such claim. Notwithstanding the foregoing, the Client shall not settle any such claim without AIX Registrar's prior written approval if such settlement requires AIX Registrar to take any action, refrain from taking any action or admit any liability whatsoever.
- 13.3. Subject to Clause 13.6, neither AIX Registrar nor its affiliates shall be liable to the Client or any other party for any losses, liabilities, judgments, suits, actions, omissions, proceedings, claims, penalties,

- damages or costs (including legal fees): (i) arising from or in connection with or related to a loss of connectivity to the Securities Registry or any other system's failure howsoever caused; (ii) arising from or in connection with, in whole or in part, a failure in the systems and controls of the Client or AIX Registrar governing access to the Securities Registry, including but not limited to the unauthorised use of the Client's account; (iii) arising from or in connection with, any errors, delays or interruptions in the confirmation of information whether caused by the use of Securities Registry or otherwise; or (iv) any other event as defined in Clause 18 (Force Majeure) of this Agreement.
- 13.4. Subject to Clause 13.6, neither AIX Registrar nor its affiliates shall be responsible to any party for any losses, liabilities, judgments, suits, actions, omissions, proceedings, claims, penalties, damages or costs (including legal fees) however caused by the use of the Securities Registry by the Client or by any errors, delays or interruptions in the transmission or confirmation of an instruction or information, or from the failure of AIX Registrar or its affiliates or its or their respective directors, officers, employees and agents to process or confirm any instruction or information initiated by the Client.
- 13.5. Subject to the implementation of disaster recovery and business continuity measures by the Client, the Client shall not be liable for any failure or delay in the performance of any of its obligations under this Agreement (other than the payment by the Client of Fees) due to causes as defined in Clause 18 (Force Majeure) of this Agreement. During the time that any of the events specified in the previous sentence continue to exist, the obligations of the Client hereunder, other than those affected by such events, shall remain in full force and effect and the Client shall continue to perform such obligations. Notwithstanding the foregoing, nothing in this Clause 13.5 shall affect the Client's settlement obligations with respect to the payment of Fees by the Client.
- 13.6. Nothing in this Agreement will:
- (a) to the extent prohibited by law or regulation, exclude or restrict any duty or liability of AIX Registrar, its affiliates or its or their directors, officers, employees, agents or any network providers may have to the Client; or
 - (b) exclude or restrict any claim which can be directly attributable to a Party's wilful misconduct or fraud.
- 13.7. Each Party hereby acknowledges that it has not relied upon any warranty, condition, guarantee, or representation made by the other, except as specifically set forth in this Agreement.
- 13.8. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14. TERMINATION

In addition to the right of termination in Clause 2 and subject to Clause 14.2, AIX Registrar may suspend provision of its' Services, block the Account or terminate this Agreement by giving notice in writing with immediate effect, if:

- (a) the Client fails to satisfactorily complete the due diligence procedures required by AIX Registrar as specified in Clause 4, including timely update of the information and documents in case of any changes;
- (b) the Client commits any material breach of its obligations under this Agreement or AIX Registrar Rules or requirements of any applicable AIFC Laws; or
- (c) the Client repeats or continues, after having been warned, any breach of its obligations under this Agreement or AIX Registrar Rules or requirements of any applicable AIFC Laws; or
- (d) the Client is guilty of any act or omission, negligence which causes or is likely to cause damage to the business or reputation of AIX Registrar;
- (e) the Client is under a reasonable suspicion of fraud, diminished capacity, inappropriate activity; or
- (f) the Client or AIX Registrar receives reasonable notice that the ownership of some or all of the Client's assets are in dispute; or
- (g) Sanctions Event occurred and remains continuing and/or AIX Registrar reasonably believes

that provision of the Services would have material adverse effect on the AIX Group business due to risks associated with Sanctions, or (ii) may lead to imposition of Sanctions in respect of the AIX Registrar or its affiliates, or their directors, officers, agents or employees, or (iii) would cause AIX Group's stakeholders, customers or counterparties to breach applicable Sanctions.

14.1. Termination of this Agreement in accordance with Clause 14.1 will be effective from the date of service of the notice of termination.

14.2. The provisions of this Agreement relating to confidentiality (Clause 10), intellectual property (Clause 11), indemnity and liability (Clause 13), and dispute resolution (Clause 28) will continue to be in force after the termination of this Agreement.

15. CONSEQUENCES OF TERMINATION

15.1. Upon the termination whether pursuant to the giving of notice under Clause 2 or pursuant to Clause 14:

- (a) each Party undertakes to complete any transaction already initiated at the effective date of termination, except if Client failed to satisfactorily complete the due diligence procedures required by AIX Registrar as specified in Clause 4 hereof;
- (b) the Parties each agree to take all reasonable steps to ensure that the phasing out of the arrangements envisaged by this Agreement is implemented in an efficient manner and without adverse effect on the Client or on the business or reputation of the Parties;
- (c) if, any amount is payable by the Client to AIX Registrar, the Client shall pay such amount in accordance with the terms of this Agreement and AIX Registrar Rules.

15.2. Unless otherwise provided in this Agreement, the account shall be closed only in case if (i) there are no Investment Objects on the Client's account, (ii) the Client's account is not blocked/frozen, and (iii) there are no unexecuted requests.

16. AGREEMENT NOT EXCLUSIVE

AIX Registrar may act as registrar for any other party on such terms as it sees fit and shall not be under any duty to disclose to the Client any matter of which it may become aware in the performance of such duties or of which it may become aware in any capacity other than in providing the Services.

17. USE OF AGENTS

In providing the Services, AIX Registrar will be entitled to employ agents for the purpose of carrying out certain matters of a specialist nature which AIX Registrar may consider appropriate (including, without limitation, corporate due diligence, manual processing of transfers, mailing, storage and the entry and processing of data on computers).

18. NOTICES

18.1. Each notice or other communication under this Agreement is to be in writing and made by email, SMS, electronic means, including push notifications via the App, personal delivery or post to the address set out in this Agreement and in the application form.

18.2. AIX Registrar has the right to post any notice to all Clients on its website of AIX, or send a notice by e-mail, electronic means, post mail or other means acceptable for AIX Registrar which shall be considered a proper communication.

18.3. No notice or other communication is to be effective until it is received. A communication is deemed to be received by the addressee:

- 18.3.1. in the case of an email/electronic means, on the Business Day on which it is sent, or if sent after 5.30pm (in the place of receipt) the next Business Day or, on a non-Business Day, on the next Business Day after the date of sending;

18.3.2. in the case of personal delivery, when delivered; and

18.3.3. in the case of regular post, when delivered;

18.3.4. in case of posting on website by AIX Registrar, when posted.

19. STATEMENTS

Statements can be generated via the Tabys application.

20. FORCE MAJEURE

- 20.1. The Parties shall be exempted from liability for partial or complete failure to execute obligations under the Agreement, if such failure is caused by force majeure, including, but not limited to, fire, earthquake, military actions and regulatory directives of state authorities, which are mandatory for, at least, one of the Parties, occurred upon conclusion of the Agreement, provided that such circumstances directly affect performance of obligations by the Parties.
- 20.2. The affected Party shall notify the other Party in written form within 10 (ten) Business Days from the occurrence of such circumstances. Failure to notify or untimely notification deprive the Party of its right to refer to any of abovementioned circumstances as the basis for exemption from the liability for non-execution of obligations under the Agreement, except for than cases, when such failure to notify/untimely notification is caused by force majeure.
- 20.3. Document issued by the authorized body or organization of the Republic of Kazakhstan or other jurisdiction where force majeure occurred shall serve as a proper evidence of force majeure.
- 20.4. Unless otherwise agreed, during the continuance of an event of force majeure each Party's obligations (except with respect to a mere obligation to pay) under this Agreement will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.

21. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE CLIENT

21.1. The Client represents, warrants, and undertakes that:

- (a) the information, documents it has provided is true, complete and accurate, and not misleading and agrees to immediately notify AIX Registrar in case of any change of information, data, documentation, including but not limited to bank details, legal address or actual post address and/or other changes in identity details of the Client with the submission of the relevant supporting documents including a filled form of notification of changes of important information. The Client understands that a failure to provide true, complete and accurate information is a breach of this Agreement;
- (b) The Client understands and agrees to comply with, and be bound by any law applicable to it, applicable AIFC Laws, AIX Registrar Rules, which are, or may be in force, and may be amended from time to time. The Client shall promptly notify AIX Registrar in writing of any corporate action (if applicable) or other event which will cause the Client to cease to be in compliance with AIFC Laws and AIX Registrar Rules applicable to the Client;
- (c) it has the power and authority to execute, deliver and perform this Agreement;
- (d) it has all necessary rights, authorisations and licenses (if applicable) to submit information, documentation to AIX Registrar as contemplated herein, and its use of any software or equipment to access AIX Registrar shall not violate any third party's intellectual property or other rights;
- (e) Client acts on its own behalf and does not represent any third parties;
- (f) Client acknowledges that it reads, understands and accepts this Agreement and agrees to be bound with all its terms and requirements;
- (g) Client understands that AIX Registrar undertakes to perform such duties and only such duties

as are specifically set forth in this Agreement, and that there are no implied duties hereunder.

22. CLIENT'S ASSET

AIX Registrar ensures that Investment Objects of Clients does not constitute proprietary asset of AIX Registrar and are not included into its accounting balance sheet. AIX Registrar segregates its own assets from the Investment Objects of Clients and ensures segregated record among the Investment Objects of Clients in the Register.

23. INCONSISTENCY

In the event of any inconsistency between AIX Registrar Rules and this Agreement, AIX Registrar Rules shall prevail. In case of translation of this Agreement to other languages, the English text shall prevail.

24. ASSIGNMENT

Registry may assign and/or transfer its rights and obligations under this Agreement without Client's consent to any of its affiliates. The Client may not assign and/or transfer any of its rights and/or obligations under this Agreement..

25. NO PARTNERSHIP

Nothing in this Agreement or in the relationship between the Parties creates, constitutes or evidences any partnership relationship between the Parties.

26. AMENDMENT

AIX Registrar shall have the right to unilaterally amend any terms hereof, by posting it on Tabys application or AIX Registrar's website at aix.kz or sending a notice of such amendments to the Client.

27. REPRESENTATIONS SUPERSEDED

This Agreement supersedes and extinguishes all prior representations and warranties (whether express or implied) made by either Party relating to the subject matter of this Agreement.

28. DISPUTE RESOLUTION

28.1. Initial process

(a) No proceedings

Subject to Clause 28.2, if a dispute (including an alleged breach of, or default under, this Agreement) arises under, or in connection with this agreement (including any claim in tort, in equity or pursuant to any statute), neither Party may commence any legal proceedings relating to the dispute unless it has first complied with this Clause 28.1.

(b) Notice of dispute

Either Party claiming that a dispute has arisen is to give written notice to the other Party specifying the nature of the dispute in reasonable detail.

(c) Informal dispute resolution techniques

On receipt of that notice, the Parties shall use all reasonable endeavours to negotiate a resolution to the dispute expeditiously using informal dispute resolution techniques such as expert appraisal or determination or similar techniques agreed to by them.

(d) Court proceedings

If the Parties have not come to a settlement within 28 (twenty eight) calendar days of receipt of the notice (or any longer period agreed to by each Party in writing), or in case either Party avoids conduct of negotiations, any dispute, whether contractual or non-contractual, arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre (the "IAC") under its Arbitration and Mediation Rules. Unresolved dispute shall be referred to and finally resolved by AIFC Court under the Regulations and Rules of the AIFC Court.

28.2. Equitable remedies

If either Party does, or omits to do, or threatens to do or to omit to do, any act, matter or thing, and in the reasonable opinion of the other Party that act or omission, or threatened act or omission:

- (a) is, will be, or is likely to be a breach of this Agreement; or
- (b) is having, will have, or is likely to have, a material adverse effect on the financial condition, operations or commercial or financial prospects of the other Party,

then nothing in this Clause 28 prevents the other Party from seeking through legal proceedings an injunction, an order for specific performance or other equitable remedy in respect of that act or omission or threatened act or omission.

28.3. Continued performance

Despite the existence of a dispute and the operation of this Clause 28, each Party must continue to perform its obligations under this Agreement.

29. GOVERNING LAW

This Agreement is governed and construed in accordance with the AIFC Laws.

SCHEDULE 1 – SERVICE STANDARDS

Area	Standard.
Business hours	9.00 am to 18.00 pm, from Monday to Friday on Business Days.
Correspondence	<p>95% of all correspondence to be responded to within an average of five Business Days and unless detailed investigation is required, in which case an acknowledgement will be issued within five Business Days.</p> <p>During exceptional activity periods, the outstanding position will be monitored in agreement with the Client.</p>
Title Transfers	All valid title transfers to be registered with two business days from date of receipt.
Changes of address	95% of all the amendments to be processed with an average of five Business Days of receipt.
Legal documents	<p>95% of all relevant legal documents such as Marriages, Probates, Powers of Attorney and Court Orders to be registered and replied to within an average of five Business Days from date of receipt.</p> <p>During exceptional activity periods the outstanding position will be monitored and agreed with the Client.</p>

Contact Details: AIX Registrar Team

Email: registrar@aix.kz

Phone: +7 (7172) 235 302

Office address: Astana, 55/19 Mangilik El avenue, Astana International Exchange, Block C 3.4.