

# **AIX CSD AGREEMENT ON CUSTODY SERVICES**

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

(1) Astana International Exchange Central Securities Depository Ltd., a company incorporated in AIFC under company registration number 180840900020 with its registered office at 55 Mangilik El Avenue, building 19, Astana, Kazakhstan (“**AIX CSD**”),

and

(2) the Person, who unconditionally accepts this Agreement as referred hereof (the “**Client**”), which for the purposes of AIFC Conduct of Business Rules is classified as a Retail Client,

collectively referred to as the “**Parties**” and individually referred to as a “**Party**”,

## INTRODUCTION

This Agreement sets out the terms and conditions governing the provision of Custody Services by AIX CSD in respect of Securities and Client Money.

AIX CSD holds a commercial license from the Astana Financial Services Authority (AFSA) on Providing Custody. The Parties are hereby at all times bound by, subject to and governed by AIX CSD Business Rules, AIX CSD Procedures, as amended from time to time, and any applicable AIFC Laws, including AIFC Contract Regulations.

### 1. INTERPRETATION

1.1 In this Agreement, capitalised terms and expressions used herein have the following meaning, unless the context requires otherwise or otherwise defined in AIX CSD Business Rules, AIX CSD Procedures, AIFC Laws (as applicable):

**Account** means a personal custody sub-account in the name of the Client under the AIX CSD’s nominee account established in the Depository for the Custody Services purposes and except for trading with Securities;

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

**AIFC Laws** means the Acting Law of the Astana International Financial Centre as amended from time to time;

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

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

**AIX CSD Business Rules** means AIX Central Securities Depository Business Rules as the same may be amended and/or supplemented from time to time;

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

**AIX CSD Procedures** means instruction, specification and/or guideline, issued by AIX CSD and relating to the functioning and operation of AIX CSD and/or any other party as the case may be;

**App** means a mobile application developed by AIX under trade name “Tabys” and licensed to AIX CSD on a non-exclusive basis for the purpose of facilitating exchange of information between the Client and AIX CSD in connection with Custody Services, including but not limited to remote KYC and onboarding, client identification, client communication, client reporting and facilitation of Corporate Actions. The App can be downloaded to the Client’s personal devices and used pursuant to the App Documentation;

**App Documentation** means the Terms of Service, Privacy Policy, Investor Agreement, as they may be amended from time to time, establishing the terms and conditions for the App use;

**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);

**Corporate Action** means corporate action initiated by an Issuer in respect of Securities, such as distribution of dividend or coupons, payment of principal on maturity or other payments due to the Client from the Issuer, exercising voting rights, securities splits, corporate reorganisations, and other action carried out by the Issuer that directly affects the holders of Securities;

**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 AIX CSD Group); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of AIX CSD (or of any member of AIX CSD Group); and (b) any information developed by AIX CSD in the course of carrying out this Agreement;

**Client Money** has the meaning given in clause 8.2.1 of AIFC Conduct of Business Rules;

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

**Custody Services** mean services rendered by AIX CSD in respect of the Securities to the Client via the App in the Depository pursuant to the terms of the App Documentation, including the following services: the electronic recording of interests in Securities, the electronic transfer of title to Securities, opening and maintenance of Accounts, the crediting and withdrawal to/from such Accounts of Securities and/or Client Money arising from, or in connection with, the holding of Securities, and facilitating Corporate Action;

**Fees** means the fees payable by the Client (if any) pursuant to AIX CSD Fees Schedule;

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

**Issuer** means in relation to any Security, the legal entity by whom it is issued or is to be issued, including the agent acting on behalf of the Issuer pursuant to and in accordance with the offering materials;

**Intellectual Property** means any and all intellectual property rights if any of AIX CSD and/or its' affiliates;

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

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

**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 Client has been designated by Sanctions;

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

## 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 via onboarding and account opening in Depository for the Client via the App.

2.2. Term of Agreement. This Agreement continues in effect until it is terminated in accordance with Clause 11 hereof.

## 3. CUSTODY SERVICES

3.1. AIX CSD shall provide to the Client Custody Services pursuant to and in accordance with the terms of this Agreement.

3.2. Account use. Account is a non-trading account dedicated only to the receipt, safekeeping and maintenance of all Securities and Client Money credited to the Account for the purposes of or in connection with the Custody Services. Client Money credited to the Account (either by the Client or distributed as a result of Corporate Actions performed or instructed by the Issuer) shall be used for the subscription to Securities only or be withdrawn by the Client. The withdrawal of the Client Money can be made only to the account opened in the name of the Client.

The Account shall not be treated as account for bank deposit or as any saving account as established under AIFC and/or RoK Law, therefore the money held in the Account is neither guaranteed, nor insured and no interest rate shall be accrued on the money.

3.3. AIX CSD provides the confirmation to the Client no later than 2 (two) Business Days following the date of deposit of the Securities in the Client's Account.

3.4. Payment processing fees. Client shall pay all commissions, charges, taxes, fees for payment processing services provided by the bank, acquiring services, financial and agency services in connection with dividend distributions and transfer of dividends from/to the Account and/or bank account / card of the Client, and/or AIX CSD may debit such amounts due from the Client's bank account / card; and the Client's prior consent is deemed to be granted hereunder. Client 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. CLIENT DUTIES

4.1. The Client shall be obliged:

- 4.1.1. to provide all information, data, documentation required by AIX CSD immediately from the date when AIX CSD requests these documents including any changes in provided information, data or documentation;
  - 4.1.2. to ensure that all information, data and documentation provided to AIX CSD is true, accurate, complete and not misleading;
  - 4.1.3. to promptly provide any other information and assistance reasonably requested by AIX CSD in connection with this Agreement, AIX CSD Business Rules and AIX CSD Procedures.
- 4.2. The Client may request transfer of Securities from its Account to its brokerage account opened with AIX trading member, who is the AIX CSD Participant, by giving instruction to AIX CSD via App which includes all information required by AIX CSD in accordance with AIX CSD Business Rules and AIX CSD Procedures.

## 5. FEES AND EXPENSES

- 5.1. The Client shall pay to AIX CSD the aggregate of all the Fees, levies and other charges as set out in AIX CSD Fees Schedule, or AIX CSD may debit such amounts due from the Client's Account /bank card; and the prior consent of the Client for such withdrawal is deemed to be granted to AIX CSD hereunder.
- 5.2. Failure to make payment in accordance with this Clause 5.1 constitutes a breach of the Agreement and all other rights and remedies (either contractual or otherwise as may arise) of AIX CSD are reserved. AIX CSD shall not in any event be liable for any direct or 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 5.1 and exercising its rights or remedies as a result.
- 5.3. In case the Client fails to make payments in accordance with Clause 5.1, AIX CSD may block the Securities of the Client held with its Account in the Depository as a lien to secure payments of all the Fees, levies and other charges due to AIX CSD. The Client cannot carry out any transactions with the Securities, the rights for which are subject of the lien, as well as to make any withdrawal from the account in the Depository during the period of failure of its' obligations under Clause 5.1.
- 5.4. The Parties hereby agree that AIX CSD may accept payments to be made by the Client under this Agreement from a third party based on an agreement between the AIX CSD and the third party.

## 6. VALIDITY OF DOCUMENTS

- 6.1. Subject to Clause 6.2, the Client agrees that AIX CSD shall not be required to verify the validity and authenticity of any document or the execution of any document presented to it and AIX CSD 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.
- 6.2. If a document reasonably appears on its face to be invalid, or the circumstances of a particular case are such as would reasonably cause AIX CSD to doubt the possible validity of a signature or seal, then AIX CSD shall take reasonable steps to investigate the validity of the document, including to refuse provide Custody Services if there is a suspicion on validity of the documents. AIX CSD 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.

## 7. RETENTION

- 7.1. The Client authorises AIX CSD to hold and destroy records and documents relating to its safekeeping of Securities in the Depository, as well as Personal Data subject to statutory retention periods.
- 7.2. The Client acknowledges and agrees that documents shall be considered to be retained by AIX CSD if copies are available in electronic form. Subject to an electronic copy of the document being available, AIX CSD shall be under no obligation to retain documents in paper form.
- 7.3. AIX CSD shall retain the records for at least 7 (seven) years from the date to which they relate, unless otherwise required under the law.

## 8. CONFIDENTIALITY

- 8.1. 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 8. A Party may disclose Confidential Information (1) 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 8 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 8; or (2) 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.

## **9. RESPONSIBILITY OF THE CLIENT**

- 9.1. AIX CSD does not make any representations or give any guarantees regarding the advisability of investing in Securities (in writing or orally), as well as in relation to any Securities or investments in general.
- 9.2. AIX CSD shall not be responsible for notifying the Client or taking up any 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.
- 9.3. AIX CSD'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 CSD.
- 9.4. The Client represents and warrants that the Account shall be used only for Custody Services as set in clause 3.2. hereof.

## **10. INDEMNITY AND LIABILITY**

- 10.1. AIX CSD shall not be liable for, and the Client shall indemnify and hold harmless AIX CSD, 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) any action or inaction by AIX CSD, its affiliates, and its and their respective directors, officers, employees and agents at the request, instruction or direction of the Client or from the performance (or absence or lack thereof) of its obligations under this Agreement (ii) the Client's breach of this Agreement or any applicable AIFC Laws; and (iii) any claim asserted against AIX CSD 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; and (iv) a loss of connectivity to the Depository or any other system's failure howsoever caused, a failure in the systems and controls of the Client or AIX CSD governing access to the Depository, including but not limited to the unauthorised use of the Account; and (v) any other event as defined in Clause 16 (Force Majeure) of this Agreement.
- 10.2. Nothing in this Agreement will to the extent prohibited by law or regulation, exclude or restrict any claim which can be directly attributable to a Party's wilful misconduct or fraud.

## **11. TERMINATION**

- 11.1. Subject to Clause 15.2, AIX CSD may suspend provision of the Custody Services, block the Account or terminate this Agreement by giving notice in writing with immediate effect, if:
  - 11.1.1. the Client fails to timely update of the information and documents in case of any changes;
  - 11.1.2. the Client commits any material breach of, or repeats or continues, after having been warned, any breach of its obligations under this Agreement, the App Documentation or requirements of any applicable AIFC Law; or
  - 11.1.3. 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 CSD;
  - 11.1.4. Sanctions Event occurred and remains continuing and/or AIX CSD reasonably believes that provision of the Custody Services (i) 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 CSD 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.

- 11.2. Termination of this Agreement in accordance with Clause 11.1 will be effective from the date of service of the notice of termination by means as specified in Clause 15.1 hereof.
- 11.3. AIX CSD may also terminate this Agreement based on other reasons by giving not less than 3 Business Days written notice.
- 11.4. AIX CSD may unilaterally close an Account, if there were no Securities on the Client's Account for more than 6 months.
- 11.5. This Agreement may be terminated by the Client by closing the Account via the App and notwithstanding Clause 11.2 hereof, subject to compliance with Clause 12 and all other reasonable requirements of AIX CSD
- 11.6. The provisions of this Agreement relating to confidentiality (Clause 8) and indemnity and liability (Clause 10) will continue to be in force after the termination of this Agreement.

## **12. CONSEQUENCES OF TERMINATION**

- 12.1 Upon the termination:
  - 12.1.1. each Party undertakes to complete any transaction already initiated at the effective date of termination;
  - 12.1.2. 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;
  - 12.1.3. if, any amount is payable by the Client to AIX CSD, the Client shall pay such amount in accordance with the terms of this Agreement and AIX CSD Fees Schedule.

## **13. AGREEMENT NOT EXCLUSIVE**

- 13.1. AIX CSD may act as custodian 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 Custody Services.

## **14. USE OF AGENTS**

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

## **15. NOTICES AND COMPLAINTS**

- 15.1. Each notice or other communication under this Agreement is to be made by push notifications via the App.
- 15.2. AIX CSD has the right to post any notice to all Clients on website of AIX which shall be considered a proper communication.
- 15.3. A communication is deemed to be received by the addressee in case of push notifications via the App, posting on website by AIX CSD, when posted.
- 15.4. By signing the Agreement, the Client agrees to receive push notifications through the App from AIX CSD. The Client can opt out of receiving push notifications through the device settings, but option out of receiving push notifications may impact the use of the Custody Services.
- 15.5. AIX CSD handles any complaints of the Client in accordance with AIX CSD Business Rules.

## **16. FORCE MAJEURE**

- 16.1. 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.
- 16.2. 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.

## **17. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE PARTIES**

- 17.1. The Client represents, warrants, and undertakes that:
- 17.1.1. the information, documents it has provided is true, complete and accurate, and not misleading and agrees to immediately notify AIX CSD 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;
  - 17.1.2. it understands and agrees to comply with, and be bound by any law applicable to it, and AIFC Law, AIX CSD Business Rules, AIX CSD Procedures, which are, or may be in force, and may be amended from time to time. The Client shall promptly notify AIX CSD in writing of any event which will cause the Client to cease to be in compliance with applicable AIFC Law and AIX CSD Business Rules, AIX CSD Procedures;
  - 17.1.3. it has legal capacity (including consents), power and authority to execute, deliver and perform this Agreement;
  - 17.1.4. it reads, understands and accepts this Agreement and agrees to be bound with all its terms and requirements;
- 17.2. AIX CSD represents, warrants, and undertakes that:
- 17.2.1. it understands and agrees to comply with, and be bound by AIFC Laws and AIX CSD Business Rules, AIX CSD Procedures, which are, or may be in force, and may be amended from time to time;
  - 17.2.2. it maintains a separate Account for the Client and ensures segregation between its own assets and the Securities of the Client pursuant to and in accordance with the requirements of the AIFC Laws;
  - 17.2.3. AIX CSD acting in its' own capacity as principal provides to the Client only those Custody Services stipulated in this Agreement.

## **18. INCONSISTENCY**

- 18.1. In the event of any inconsistency between AIX CSD Business Rules, AIX CSD Procedures and this Agreement, AIX CSD Business Rules and AIX CSD Procedures shall prevail over the Agreement. In case of translation of this Agreement to other languages, the English text shall prevail.

## **19. ASSIGNMENT**

- 19.1. The Client may not assign and/or transfer any of its rights and/or obligations under this Agreement.

## **20. NO PARTNERSHIP**

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

## **21. AMENDMENT**

- 21.1. AIX CSD has the right to unilaterally amend any terms hereof, by posting it on website at [aix.kz](http://aix.kz) or sending a Notice of such amendments to the Client. The current version of this Agreement will be provided via the App and the Client's continued Account activity after such amendment constitutes the Client's consent to be bound by all amendments to the Agreement, regardless of whether the Client has actually reviewed them. If the Client does not agree to amendments to the Agreement, the Client shall terminate the Agreement in accordance with Clause 11.4. hereof.

## **22. REPORTS**

- 22.1. The Client may generate Account balance and Account movement statements via the App.

## **23. CONFLICT OF INTEREST**

- 23.1. To the best of AIX CSD's knowledge, there are no facts or circumstances that could give rise to a conflict

of interest. If after entering into this Agreement, AIX CSD discovers or is made aware of a conflict of interest, AIX CSD will immediately and fully disclose such interest in writing to the Client.

#### **24. GOVERNING LAW AND DISPUTE RESOLUTION**

- 24.1. This Agreement is governed and construed in accordance with the AIFC Law.
- 24.2. If any dispute arises in the course of fulfilment of obligations under this Agreement, Client and AIX CSD shall take all necessary measures to settle the disputes without recourse to the litigation within 20 (twenty) calendar days. If Client and AIX CSD have not come to a settlement, any dispute under or in connection with this Agreement, 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.