

## **AGREEMENT FOR THE PROVISION TENGRI PARTNERS INVESTMENT BANKING (KAZAKHSTAN) JSC WITH ELECTRONIC SERVICES IN THE INTERNET TRADING SYSTEM**

**Tengri Partners Investment Banking (Kazakhstan) JSC** (hereinafter referred to as the “**Company**” or “**Broker**”), a legal entity established and operating in accordance with the legislation of the Republic of Kazakhstan (hereinafter referred to as the “**RoK**”), on the one hand, and

“**Client**” who has acceded to this Agreement as specified below, in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, on the other hand,

hereinafter jointly referred to as the “**Parties**” and separately as “**Party**” or as it was specified above, taking into account:

1) provided by the Client Application for joining the standard agreement for provision of brokerage services and nominal holding services and, as a result, signed by the Parties abovementioned standard agreement,

or

2) already concluded by the Parties agreement for provision of brokerage services and nominal holding services or agreement for provision of brokerage services,

as well as in order to establish the conditions and procedure for the provision of electronic services by the Company,

have concluded this Agreement for the provision of electronic services in the Internet Trading System (hereinafter and earlier in the text referred to as the “**Agreement**”), as provided in clause 2.2. of this Agreement, as follows:

### **1. DEFINITIONS**

1.1 The following definitions are used in this Agreement:

**1) Authentication** - confirmation of the identity of the Client, the authenticity and correctness of the preparation of an electronic document by using the security procedure established by the Company;

**2) Brokerage agreement** - an agreement for the provision of brokerage services and / or an agreement for the provision of brokerage services and nominee holding services (including standard agreement), concluded between the Broker and the Client;

**3) Identification** - the procedure for establishing the authenticity of the User (Client)/Authorized Person in order to unambiguously confirm its rights to receive Electronic Services;

**4) Username (login)** – the unique name of the Client in the Internet Trading System provided by the Internet Trading System for the purpose of registration and subsequent access to Electronic Services through the Internet Trading System;

**5) Client** - an individual or legal entity that has entered into an Brokerage agreement with the Company, including, among other things, the conditions and procedure for the provision of Electronic Services;

**6) Personal Account** - an interactive service in the Broker's Internet Trading System, through which the Client sends an Electronic Client Order to the Broker for the provision of Electronic Services, receives Electronic Services;

**7) Single (one-time) code** – a unique sequence of electronic digital symbols created by software and hardware at the request of the Client and intended for one-time use in dynamic identification of the Client;

**8) Password** - a set of symbols designed to confirm the identity or authority of the User (Client)/Authorized Person when entering the Internet Trading System and intended for multiple use over a certain period of time;

**9) Client's order** - instruction of the Client of the Company for the provision of Electronic Services, executed in the form of an electronic document or other electronic-digital form, certified by means of dynamic Identification of the Client;

**10) Rules** – rules for the provision of electronic services through the Internet Trading System, approved by the authorized body of the Company and posted on the Company's website: [www.tpib.com](http://www.tpib.com);

**11) Security procedure** - a set of organizational measures and software and hardware information security tools designed to identify the Client when compiling, transmitting and receiving its instructions in order to establish his right to receive Electronic Services and detect errors and (or) changes in the content of transmitted and received instructions of the Client;

**12) Internet Trading System** – trading platform, which is a set of software and hardware of the Broker, including its information systems, providing information on transactions with financial instruments in the stock exchange system and (or) on the international securities market, the Client's securities portfolio and other information, as well as providing the Client of Electronic Services;

**13) Stock exchange trading system** - a set of material and technical means, internal documents of the stock exchange and other necessary assets and procedures, using of which the transactions with emissive securities and other financial instruments are concluded between members of this stock exchange;

**14) Electronic Services** – services provided by the Broker to the Client through the Broker's Internet Trading System, for the implementation of trading operations, operations on a personal account and (or) information operations, as well as other services provided by the Broker in accordance with the legislation of the Republic of Kazakhstan and Rules;

**15) EDS (electronic digital signature)** – a set of electronic digital characters provided by the National Certification Center, created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and the invariance of the content;

**16) SMS (Short Message Service)** - short message service - a text message sent by the Broker to the Client's mobile phone through a mobile operator /e-mail, used to obtain one-time authorization passwords by the Client.

Other terms and definitions used in this Agreement are provided for in the Brokerage agreement, Rules and other internal documents of the Company.

## **2. SUBJECT OF THE AGREEMENT**

2.1 The subject of this Agreement is the terms and procedure for the provision of Electronic Services through the Company's Internet Trading System for the implementation of trading operations, operations on a personal account and (or) information operations, as well as other services provided by the Company in accordance with the legislation of the Republic of Kazakhstan and its internal documents.

2.2 This Agreement has the form of a public agreement, is concluded with Clients by:

- signing the Application for joining and concluded the standard Brokerage agreement

or

- concluding Brokerage agreement,

and is the Client's consent to join this Agreement and unconditional acceptance of all its conditions. The This Agreement is an alternative appendix to the Brokerage agreement, that is, it is considered concluded with the Client only if the Client registers/Authenticates in the Internet Trading System and receives Electronic Services.

2.3 The conclusion of this Agreement is binding on the Client to start sending orders and electronic documents in electronic form through a Personal Account, including using an EDS or through dynamic Identification of the Client using a Single (one-time) code or Password within the framework of the Agreement. This Agreement is an integral part of the Brokerage agreement.

2.4 The Client acknowledges that all orders and electronic documents submitted using one of the means of Authentication/dynamic Identification of the Client and accepted by the Company are submitted on behalf of the Client, are equivalent to the corresponding paper documents and give rise to similar rights and obligations of the Parties under this Agreement and the Brokerage agreement and are evidence in the event of a dispute.

2.5 The procedure for generating electronic documents, providing access to the Internet Trading System, as well as other information on the use of the Internet Trading System in the part not established by this Agreement, is regulated by the Rules.

2.6 In cases where the transfer of the Client's orders, electronic documents and the execution of transactions by the Client through the Personal Account and (or) the Internet Trading System is not possible, in accordance with the Agreement, the Client has the right to use any of the other methods of transferring the Client's orders to the Broker provided for in the Brokerage agreement.

2.7 The Parties acknowledge that the information processing and storage systems used by them under this Agreement are sufficient to ensure reliable and efficient operation when receiving, transmitting, processing and storing electronic documents.

2.8 The Parties recognize the information protection system used by them under this Agreement by Password, dynamic Identification, EDS and SMS as sufficient to protect against unauthorized access, as well as to confirm the authorship and authenticity of electronic documents.

## **3. LIST OF ELECTRONIC SERVICES PROVIDED BY THE COMPANY**

3.1 The Company provides the Client with the following types of Electronic Services provided for by the Internet Trading System:

3.1.1. trading operations - operations carried out by the Broker in accordance with the Client's instructions for:

- a) purchase or sale of financial instruments through the Broker's Internet Trading System;
- b) conclusion of REPO transactions;
- c) transfer of money from (to) the Client's accounts;

- d) cancellation of the Client's order;
- 3.1.2. information operations - operations in the nominal holding accounting system for:
- a) generating and uploading reports on transactions;
- b) the formation and unloading of statements from the Personal Account;
- 3.1.3. other transactions permitted by the legislation of the Republic of Kazakhstan and the Broker's internal documents.
- 3.2. The list of electronic services provided for in clause 3.1. of this Agreement is not exhaustive. In the event of changes and additions to the list of Electronic Services, the Company notifies the Client by sending a notification (via any type of communication, including, but not limited to: by publishing information on the Company's official site, in the Client's Personal Account, by e-mail, SMS to the Client's mobile phone, etc.).

#### **4. ACCESS TO ELECTRONIC SERVICES**

4.1 Access to the Company's Electronic Services is provided by:

- Authentication by Password is performed to enter the Internet Trading System;
- Authentication by Single (one-time) codes is performed for all types of trading and information transactions.

4.2 On the Client's mobile devices, as well as when using information systems and (or) remote service systems of partners to provide access to the Company's Internet Trading System, it is possible to set up alternative means of Authenticating the Client when accessing the Personal Account, such as dynamic Identification, pin code or other means, including one-time codes sent to the Client's mobile number, allowing to uniquely identify the Client. At the same time, the Client entrusts the storage and transfer of his means of authentication to a personal device and (or) information systems and (or) remote service systems of partners for providing access to the Company's Internet Trading System and the built-in methods used in them for Authentication, encryption and protection of this information from unauthorized access.

4.3 After successful Authentication, the procedure of dynamic authorization (identification) of the Client is carried out according to the corresponding Client - the user of the system.

4.4 Each of the above methods of Authentication and dynamic Identification of the Client, as well as their procedure and confirmation of the Client's rights to receive Electronic Services are established in accordance with the functionality of the Internet Trading System, Personal Account and in accordance with the Rules.

4.5 The Client independently ensures the safety of its digital signature, identifier/Authentication/dynamic Identification, including Single (one-time) codes and Passwords, as well as authorization tools configured on mobile and (or) personal devices. All responsibility for the safety of the EDS, identifier/Authentication/dynamic Identification, including Single (one-time) codes and Passwords lies with the Client. All damage from the use by unauthorized persons of the Client or third parties as a result of improper storage and/or use of the EDS, identifier/Authentication/Identification means shall be borne by the Client.

4.6 The Client independently and at its own expense provides the technical and communication resources necessary for the operation of its Personal Account. The requirements for hardware and software are established by the Rules.

4.7 Access to the Internet to connect to the Personal Account is carried out by the Client independently through its Internet provider.

4.8 The Client can independently change the Password required to connect to the Personal Account. The Password is confidential information, the preservation of which is the personal responsibility of the Client.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **5.1 The Company is obliged to:**

5.1.1 provide the Client with Electronic Services through the Internet Trading System through a Personal Account from the remote workplace of the Client in the manner and on the terms stipulated by this Agreement and the internal rules of the Company;

5.1.2 provide Authentication and Identification of the Client, taking into account the specifics provided for by the Rules, using Authentication / dynamic Identification tools Client;

5.1.3 execute the Client's instructions, confirmed by the Password and/or dynamic Identification and/or EDS and/or SMS of the Client, transferred to the Company through the Internet Trading System, subject to the Client's compliance with the terms of this Agreement, the Brokerage agreement and the requirements of the legislation of the Republic of Kazakhstan;

5.1.4 not to disclose identification information (including identifier, Password and Single (one-time) codes) and other information of the Client to third parties, which became known to the Company in the course of fulfilling its obligations under this Agreement, for purposes not related to the provision of brokerage and Electronic Services provided in accordance with this Agreement and the Brokerage agreement, excluding the cases provided for by the legislation of the Republic of Kazakhstan;

5.1.5 suspend the performance of obligations under this Agreement if there is information about the

compromise of the identifier and / or Single (one-time) code and / or Password and / or EDS of the Client until the Client receives a new identifier and / or EDS and / or Single (one-time) code and / or Password;

5.1.6 within 5 (five) working days from the date of receiving the request from the Client, provide certified copies of the Client's instructions required by the Client, received by the Company using the Personal Account;

5.1.7 notify the Client about significant changes made to the Internet Trading System, the Personal Account related to the procedure for the provision of Electronic Services and (or) means of Identification and Authorization of the Client by publishing on the Company's website and (or) directly in the Personal Account within 1 (one) working day from the date these changes come into effect;

5.1.8 do not take actions that contradict the terms of the Brokerage agreement and this Agreement.

## **5.2 The Company has the right to:**

5.2.1 exercise control over the procedure for using the Internet Trading System by the Client, including, but not limited to, information about the information received, information about Authentication/Identification;

5.2.2 set limits in the Personal Account that restrict the possibility of making transactions by the Client, based on the terms of this Agreement, the Brokerage agreement, the requirements of the effective and applicable legislation of the Republic of Kazakhstan, internal security procedures, the requirements of regulatory authorities, as well as the rules of the trading organizers;

5.2.3 conclude relevant agreements with partners on the exchange of confidential information in their information systems (or) remote service systems to provide access to the Internet Trading System;

5.2.4 rely on the means of dynamic Identification of the Client, used by the partner providing access to the Company's Internet Trading System, who has concluded the relevant agreement with the Client on the use of its information systems (or) remote service systems and used by the Client when receiving Electronic Services;

5.2.5 unilaterally change any terms of this Agreement and make changes and additions to the internal documents of the Company governing the provision of services under this Agreement, which will become effective after 10 (ten) calendar days from the date of publication of the notice on the Company's corporate website or in the Personal Account the Client or notifications by e-mail, SMS to the Client's mobile phone, etc.

## **5.3 The Client is obliged to:**

5.3.1 use the Personal Account and the Internet Trading System solely for the purpose of executing the Brokerage agreement and this Agreement;

5.3.2 prevent disclosure and/or reproduction and/or distribution, in part or in full, of any information related to the operation of the Personal Account, the Internet Trading System to third parties and which is a commercial secret, as well as any other information (except when the Client is authorized by the Company to disclose, and / or reproduction and / or distribution of this information), which becomes available to them as a result of the operation of the Personal Account and the Internet Trading System;

5.3.3 ensure an appropriate level of protection of their software and hardware (personal computer, mobile phone, software installed on them and other information systems), preventing further distribution of information obtained using the Personal Account and the Internet Trading System by third parties;

5.3.4 comply with the requirements of the Rules, the effective legislation of the Republic of Kazakhstan, the Brokerage agreement and this Agreement;

5.3.5 suppress unauthorized actions that pose a danger to the functioning of the Personal Account and the Internet Trading System or to the security of the information contained therein;

5.3.6 notify the Company in a timely manner of changes in the composition of authorized persons of the Client in order to suspend the validity of the relevant certificates and keys/Authentication tools of the Client or to obtain new ones;

5.3.7 immediately inform the Company about the change or loss of the mobile (cellular) phone number (SIM card), to which a Single (one-time) code is sent via SMS for the Client's authorization (Authentication/Identification) and the provision of Electronic Services under this Agreement;

5.3.8 exclude the possibility of third parties having access to the mobile phone, personal computer and means of Authentication/Identification;

5.3.9 perform regular reconciliation of completed transactions through the Personal Account with reports and statements of the Company;

5.3.10 ensure regular preventive maintenance, anti-virus checking and protection of their software and hardware (personal computer, mobile phone, software installed on them and other information systems);

5.3.11 if necessary, ensure contact with the Company by other means of communication in case of malfunctions of the Personal Account;

5.3.12 in the event of damage to the Company as a result of the Client's failure to comply with the mandatory conditions for maintaining confidentiality and non-disclosure of information, the Client is obliged to fully compensate for the direct damage to the Company, as well as bear other liability in accordance with the effective legislation of the Republic of Kazakhstan;

5.3.13 comply with the effective legislation of the Republic of Kazakhstan, the rules of trading systems, not

perform transactions that can be qualified as committed for the purposes of manipulation, money laundering and financing of terrorism and other actions that are contrary to the effective legislation of the Republic of Kazakhstan;

5.3.14 do not take actions aimed at:

- obtaining information from the Personal Account that does not belong to or relate directly to the Client, except for the expressly provided information on the course of trading by the trading organizers, analytical reviews and other information from news agencies;
- connection to the Personal Account either using someone else's identifier, or by selecting someone else's identifier and key;
- use of available technical means to penetrate the Company's local networks;
- occurrence of failures in the operation of the Personal Account or the Internet Trading System as a whole;

5.3.15 stop using the Personal Account in case of termination of this Agreement;

5.3.16 in accordance with the terms of the Agreement, to send a notification to the Company in the event that a connection to its Personal Account is detected without its consent, as well as in other cases provided for by this Agreement by submitting a written application to the Company in any form or sending a notification electronically to the Company's e-mail address.

5.4 Non-performance of obligations by the Client listed in clause 5.3. of this Agreement is an unconditional basis for suspending or terminating the Client's access to the Internet Trading System using the Personal Account.

#### **5.5. The Client has the right to:**

5.5.1 use the Personal Account in order to receive Electronic Services with the right to view information posted in the Internet Trading System;

5.5.2 change/restore Passwords to its ID independently;

5.5.3 send orders through the its Personal Account, as well as receive and accept other Electronic documents as part of the receiving Electronic Services;

5.5.4 carry out information operations provided for by the functionality of the Internet Trading System, the Personal Account.

## **6. SUSPENSION AND TERMINATION OF THE PROVISION OF ELECTRONIC SERVICES**

6.1 The Company suspends the provision of Electronic Services when performing a trading operation on the grounds provided for by this Agreement, the Brokerage agreement, the legislation of the Republic of Kazakhstan on the securities market, including, but not limited to, upon the occurrence of the following conditions:

- 1) the number of securities to be debited from the Personal Account exceeds the number of securities on this account;
- 2) the amount of funds on the Client's account is insufficient to complete a trading operation;
- 3) securities to be written off are encumbered and (or) blocked;
- 4) malfunctions of technical means that ensure the provision of Electronic Services;
- 5) upon detection of unauthorized access to information constituting a trade secret in the securities market, and personal data of the Client, their unauthorized change, unauthorized trading operations and information operations arising from the provision of Electronic Services by the Company;
- 6) if there are signs of suspicious transactions, in accordance with the Broker's internal control rules in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism.

6.2 Upon the occurrence of one of the cases provided for in sub-clause 6.1. of this Agreement, the Internet Trading System of the Company (or) the Personal Account issues a notice to the Client about the refusal to perform these operations. When the reasons that led to the suspension of the Client's right to receive Electronic Services are eliminated, the Company resumes the provision of Electronic Services to the Client with subsequent notification in writing or electronically.

6.3 Termination of the provision of Electronic Services by the Company is carried out in the manner, on the terms and on the grounds established by Section 9 of this Agreement.

6.4 The Company has the right to unilaterally suspend the performance of obligations under this Agreement or refuse to perform, by sending the notice to the Client at least 3 (three) calendar days about this through the Personal Account or otherwise, in the event of:

- a) performing scheduled and unscheduled preventive maintenance in the Internet Trading System, Personal Account, implementation of planned technological changes in the Internet Trading System and Personal Account;
- b) receiving information about the misuse of information received by the Client through the Personal Account.

6.5 The Company has the right to unilaterally suspend the performance of obligations under this Agreement or refuse to perform them without notifying the Client in the event of:

- a) availability of grounds for assumptions about the Client's unauthorized access to the Internet Trading System;
- b) availability of grounds for assumptions about the implementation of unauthorized actions of the Client in the Personal Account;
- c) failures in the Personal Account during unscheduled preventive maintenance;
- d) occurrence of disputable claim situations, including in connection with the use or impossibility of using the Personal Account, the Internet Trading System until the specified disputes are resolved, or until the Parties reach an interim agreement;
- e) violation of the effective or applicable legislation by the Client which governs activities in the securities market, violation of the Agreement, the Rules, the Brokerage agreement by the Client, as well as in the event of technical failures in the software and hardware of the organizer of the trading, the Company or providers of communication channels.

## **7. RESPONSIBILITY OF THE PARTIES AND RESOLUTION OF CONFLICT SITUATIONS**

7.1 In case of non-performance or improper performance of this Agreement, the Parties shall be liable in accordance with the effective legislation of the Republic of Kazakhstan and the Agreement.

7.2 The Company is not liable for any damage (including all cases of incurred or expected expenses, loss of profits, interruption of business activity, etc.) associated with the use or inability to use the Personal Account and (or) the Internet Trading System, for reasons independent of the Company, and/or in connection with the implementation of improvements to the Personal Account and (or) the Internet Trading System, changes in the functioning algorithms, preventive maintenance, technological changes. In the event of inoperability of the Personal Account and (or) the Internet Trading System, the Client is obliged to use other methods of information exchange to submit orders, in the manner prescribed by the Agreement.

7.3 The Company is not liable for damage caused to the Client as a result of illegal actions of third parties aimed at the illegal use of the EDS, identifier / Authentication / dynamic Identification, including Single (one-time) codes and / or passwords and other confidential information relating to the Client.

7.4 If the instruction is submitted by the Client using its Authentication means, then all instructions submitted using these Authentication means are that the Client acknowledges the fact that these instructions were submitted on his behalf. The fact of submitting an order using the Client's Authentication means is a sufficient basis for conducting the transaction, while the transactions made on the basis of these instructions are recognized by the Client as being made on its behalf.

7.5 The Client agrees to follow the security instructions in working with the Internet Trading System and the Personal Account, which the Company may give to the Client. The Client assumes full responsibility for maintaining and regularly monitoring the organization of the security of access and use of the Personal Account, control over Passwords and the Client's access to the Personal Account.

7.6 The Parties recognize the time of receipt of an electronic document for execution by the Company as the time of registration of this electronic document on the Company's server according to the server's system clock from the moment the electronic document was accepted for processing. At the same time, the Client's orders are accepted for execution from the moment of their registration, according to the schedule of the Company's business day. The Client's orders received after the specified period are subject to execution on the date of the next business day.

7.7 In the event of failures in the operation of the Client's remote workstation and (or) the Internet Trading System during trading, all the Client's instructions previously submitted in the Personal Account remain active. In the event of failures in the work of the remote workplace, the Client is obliged to promptly contact the Company for joint decision-making on the Client's instructions left in the Internet Trading System through the Client's Personal Account.

7.8 Confirmation of sending and/or receiving an electronic document is carried out electronically within the framework of the Internet Trading System. Accounting (registration) of received and/or executed electronic documents is carried out by the Company in the electronic register of the Internet Trading System.

7.9 The Parties recognize as evidence of the fact of transactions under this Agreement and the Brokerage agreement the formed electronic journal of accepted and executed electronic documents in the Personal Account, as well as electronic reports and official notifications sent to the Client.

7.10 In the event of conflict situations between the Client and the Company arising from the provision of Electronic Services, the Client may initiate the reconciliation of the instructions submitted by it, received electronic documents with the data in the Company's accounting system. In case of discrepancy between the information in the Personal Account and in the Company's accounting system, the information in the Company's accounting system has priority.

7.11 The Company takes all reasonable efforts to ensure uninterrupted and error-free operation of the Internet Trading System and the Personal Account. The Personal Account is provided to the Client for use on an "as

is" and "if available" basis. Without the provision of guarantees by the Company of error-free and uninterrupted operation of the Internet Trading System and the Personal Account and compensation by the Company for any direct and indirect losses as a result of the use (inability to use) Electronic Services.

7.12 If technical failures, erroneous operation, delays in the provision of information are detected, the Client has the right to contact the Company to eliminate shortcomings in the operation of the Internet Trading System by the phone numbers specified on the Company's official site.

7.13 All disagreements, conflict situations that have arisen between the Parties under this Agreement are resolved through negotiations, and in case of failure to reach an agreement, the Parties have the right to take legal action in the manner prescribed by the Brokerage agreement.

7.14 The Client hereby confirms that it takes into account the fact that in the process of providing brokerage services and services under this Agreement, the information transferred by the Client and received by the Company is transferred for the performance and / or in performance of the obligations and conditions of the Agreement and the Agreement, third parties / central depository / custodians / exchanges / partners/ third parties involved in operations / provision of services and the Client hereby gives its unconditional consent to the transfer of confidential information and other information received from the Client to such persons for the purposes related to the provision of brokerage and Electronic Services and the performance of the rights and obligations of the Company under this Agreement, and also undertakes not to make claims against the Company in cases of violation of the information security regime by the partner/third party organization and/or the Client and the occurrence of other incidents.

## **8. FORCE MAJEURE CIRCUMSTANCES (FORCE MAJEURE)**

8.1 The Parties shall be released from liability for non-performance and / or improper performance of their obligations under this Agreement, if the performance or proper performance of obligations under this Agreement turned out to be impossible due to force majeure circumstances that could not be prevented in any way by the Party referring to the operation of such circumstances.

8.2 Force majeure circumstances include events that the Party cannot influence and for the occurrence of which it is not responsible, such as war, riots, epidemics, accidents, fires, earthquakes, floods, blockades or embargoes, adoption of laws, decrees, regulations, acts and requirements of state bodies, the introduction of a state of emergency for any reason, as well as any malfunctions or failures in communication systems, transmission and computer equipment, interruptions in the work of servicing banks, the organizer of trading, the central securities depository and other circumstances that make it impossible to fulfill obligations under the Agreement.

8.3 The Party that has been subjected to force majeure circumstances must notify the other Party in writing of the occurrence of such circumstances within 5 (Five) calendar days from the date of their occurrence, and also provide documents confirming the occurrence of such circumstances. Sufficient evidence of the occurrence of force majeure circumstances are documents issued by authorized state bodies or other competent organizations of the Republic of Kazakhstan.

8.4 In the event that information about the effect of a force majeure circumstance is distributed in the mass media or is of a well-known nature, the requirement of this clause to provide supporting documents issued by authorized bodies/organizations shall not apply.

8.5 The Party that has not fulfilled or improperly fulfilled its obligations under this Agreement due to force majeure circumstances shall not be released from liability for the performance of other obligations under this Agreement that will not be recognized by the Parties as unfulfillable.

8.6 The Party that is unable to fulfill its obligations under the Agreement due to force majeure circumstances will make every effort to fulfill the unfulfilled obligation as soon as possible.

8.7 If force majeure circumstances significantly or irrevocably impede the achievement of the objectives of this Agreement by the Parties or the performance of their obligations by any of the Parties under this Agreement remains difficult for 2 (two) months from their beginning, each Party has the right to terminate this Agreement after a written notification of the other Party and immediate entry into force.

## **9. VALIDITY AND TERMINATION PROCEDURE**

9.1 This Agreement shall enter into force upon signing of the Brokerage agreement by the Parties (registration of the Client in the Internet Trading System) and it shall be valid within the term of the Brokerage agreement, unless otherwise provided by this Agreement, Brokerage agreement or by additional written agreement between Parties.

9.2 This Agreement may be terminated early in the following cases:

9.2.1 by mutual agreement of the Parties;

9.2.2 if one of the Parties fails to fulfill its obligations under the Brokerage agreement or this Agreement, notifying the other Party at least 15 (fifteen) working days before the date of termination;

9.2.3 by the Client in case of disagreement with the new terms of this Agreement and/or the Brokerage agreement within 15 (fifteen) calendar days from the date of entry into force of the new terms of this Agreement and/or the Brokerage agreement;

9.2.4 the Company within 1 (one) working day in case of violation of the Rules by the Client, the effective legislation of the Republic of Kazakhstan governing the activities in the securities market, the rules of trading systems and other actions that contradict the terms of this Agreement;

9.2.5 on the grounds provided for by the Brokerage agreement.

## 10. FINAL PROVISIONS

10.1 The conclusion of this Agreement means:

10.1.1 familiarization of the Client with the Rules and acceptance of all their provisions;

10.1.2 recognition of the fact of providing comprehensive information about the use of the Personal Account by the Client;

10.1.3 The Parties agree that the electronic documents stored in the Company's Internet Trading System, including those signed by the Client's EDS, or certified by the Client's dynamic Identification using a Single (one-time) code or Password and accepted by the Company, are evidence for resolving disputes in accordance with the effective legislation of the Republic of Kazakhstan.

10.2. This Agreement is drawn up in Kazakh, Russian and English, all of which have equal legal force. In the event of any discrepancy between the Kazakh, Russian and English versions, the Russian version shall prevail.

## 11.DETAILS AND SIGNATURES OF THE PARTIES

### **Company:**

**Tengri Partners Investment Banking  
(Kazakhstan) JSC**

“ALAtau views” Business-centre,  
6th Floor, 5 Yu.Pomerantsev St., Almaty city  
050059, Republic of Kazakhstan  
BIN 041140005638

Bank details:

IIC: KZ826010131000197902

Bank: Halyk Bank JSC

BIC: HSBKKZKX

### **Client:**

The Client's details and data are specified in the Application for joining to the standard Brokerage agreement/in the Brokerage agreement

**Chairman of the Board, Esembayev N.S.  
or his deputy**

The Brokerage agreement signed by the Client confirms the Client's signing of this Agreement.