

## **Brokerage and Nominal Holding Service AGREEMENT**

**First Heartland Securities** Joint Stock Company (hereinafter referred to as the «**Broker**») provides brokerage services to individuals and/or legal entities (hereinafter referred to as the «**Client**») under this Brokerage and Nominal Holding Service Agreement (hereinafter referred to as the «**Agreement**»). According to Article 389 of the Republic of Kazakhstan Civil Code, this Agreement is an accession agreement and can be accepted by the Client only by joining the Agreement as a whole, by signing an accession application.

### **Basic concepts used by the Agreement** *(in alphabetical order)*

**Application** means this Agreement accession application form approved by the Broker. The Application form completed and signed by the Client expresses the Client's full and unconditional consent to the terms and conditions of this Agreement.

**Broker's Trading Platform** means a set of software and hardware, including information systems, providing information about financial instruments transaction in the Trading System of the stock exchange and (or) on the international securities market, about securities portfolio and other financial instruments of the client, other information, as well as providing electronic services to the client.

**Central Securities Depository** means Central Securities Depository JSC.

**Central counterparty** means a legal entity that is a party to transactions with financial instruments entered into by the clearing participants or their authorized trading participants in the Exchange trading system.

**Counterpart** means a legal entity that services the Broker in entering into transactions with financial instruments at the expense of the clients' assets and/or the Broker's own assets, and has a license or permit granting the right to make transactions with financial instruments obtained in accordance with the legislation of the state where the legal entity is registered as a legal entity.

**Client's assets** mean securities and (or) money, other financial instruments owned by the Client and accounted for in the Broker's nominal holding accounting system.

**Client's instruction note** means the Client's instruction to the Broker for electronic services made as an electronic document certified by the Client's EDS;

**Custodian** means a professional participant in the securities market that accounts the clients' financial instruments and money and confirms the rights to them, keeps the clients' documentary financial instruments with assumption of obligations for their safety and does other activities in accordance with the Republic of Kazakhstan legislation.

**Electronic services** mean services provided by the Broker to the Client via the Broker's Trading Platform for trading transactions, the personal account transactions and (or) information operations, as well as other services provided by the Broker in accordance with the Republic of Kazakhstan legislation and the Rules of the Broker's Electronic Services;

**EDS (Electronic Digital Signature)** means a set of electronic digital characters generated by electronic digital signature tools and that confirms the authenticity of an electronic document, its origin and invariability of its subject matter;

**Electronic document** means a document in which the information is presented in electronic digital form and certified by EDS;

**Exchange** means Kazakhstan Stock Exchange JSC.

**My Profile** means an interactive service in the Broker's Trading Platform located on the Internet at: <https://cabinet.fhs.kz>, whereby the client sends instruction notes to the Broker for electronic services and gets the electronic services.

**Nominal holder** means a professional participant in the securities market that does certain legal actions on behalf of and at the expense of securities holders in accordance with the Nominal Holding Agreement or in accordance with the Republic of Kazakhstan legislation, as well as accounts for and confirms the securities rights and registers the trades with securities of such holders.

**Parties** mean the Client and the Broker.

**Repo Transaction** means a combination of two simultaneously executed trades (differ in trade date/time and opposite to each other) with securities of the same issue, which are a subject of a repo transaction, which are simultaneously made by two same persons (Repo Transaction participants).

**Settlement organization** means an organization that settles transactions with financial instruments under orders from a clearing house and (or) the stock exchange's document that confirms the transaction execution, and (or) another document accepted by the settlement organization as a ground for settlements in accordance with its rules.

**Third-party entities** mean Custodian, Counterpart, Nominal Holder, and Settlement Organization.

**Transactions with the Central counterparty** mean the sales and repo transactions with financial instruments whereby the Exchange makes the clearing business acting as a central counterparty in a stock market.

## 1. Subject of the Agreement

- 1.1. In accordance with this Agreement and under the Application signed by the Client, the Broker shall provide brokerage services with the right to maintain the Client's accounts as a Nominal Holder in the securities market, and the Client shall pay for these services.
- 1.2. Within this Agreement, the brokerage services mean the Broker's services to make transactions and trades on the securities market at the expense of the Client, under the Client's requests/orders given by the Client and accepted for execution by the Broker.
- 1.3. The Client's account management as a Nominal Holder means the Broker's actions under the Client's orders submitted by the Client and accepted for execution by the Broker, as well as by virtue of orders from third parties submitted to the Broker for execution in accordance with the Republic of Kazakhstan legislation:
  - 1.3.1. personal account transactions: opening a personal account, changing information about the securities holder, canceling the financial instruments, debiting the financial instruments from account (accounts) and crediting then to account (accounts), crediting the financial instrument income received from the issuer, making records of changes in number of financial instruments on the Client's personal account, financial instrument encumbrance and encumbrance removal, the financial instrument blocking and unblocking, making records of the trustee and removing a record of the trustee, closing the personal account;
  - 1.3.2. information operations: issuing a personal account statement, a transaction report, preparing and issuing other personal account status reports, including to confirm the Client's rights on financial instruments transferred to the Broker's nominal holding;
  - 1.3.3. other types of transactions in the nominal holder accounting system, provided for by the current legislation of the Republic of Kazakhstan.
- 1.4. The Broker may provide the Client with the following services, including at extra charge and under an individual agreement:
  - 1.4.1. providing information required for the Client to make investment decisions;
  - 1.4.2. providing recommendations on transactions with financial instruments;
  - 1.4.3. providing information, analytical and consulting services to the Client.
- 1.5. The provisions herein, the Broker's internal documents, the Republic of Kazakhstan legislation, as well as the internal documents of professional participants in the securities market and banks involved in arranging, making and registration of transactions with financial instruments shall govern the Broker's services.
- 1.6. The relations regulated by this Agreement are subject to the Republic of Kazakhstan legislation:
  - the agency contract provisions apply regarding to the nominal holding services;
  - the commission contract provisions apply regarding to the brokerage services in the formal and informal securities markets.
- 1.7. The Client reserves the ownership to the Client's Assets recorded in the Client's personal account for the entire duration of this Agreement.
- 1.8. In order to protect the Client's interests, the Broker may assign the trade with financial instruments to another broker and / or dealer. The Broker's financial instrument trade order to another broker and/or dealer shall be under the Republic of Kazakhstan legislation.

## 2. Opening the client accounts

- 2.1. The Broker, within 3 (three) business days since registration of the Client's Application and only with available order to open a personal account, shall open a personal account for the Client in the nominal holding accounting system and a sub-account for the Client in the Central Securities Depository/Custodian accounting system with disclosure of all the Client's details required for opening a sub-account. Herewith, the Client agrees to the Broker's disclosure of the Client's personal data and/or registration data to Third-party entities, including to foreign ones. When opening a Client's personal account and sub-account, the Broker and the Client shall comply with the requirements of the

- Republic of Kazakhstan legislation, as well as internal documents of professional participants of the securities market, Third-party entities and the exchange.
- 2.2. Upon joining this Agreement, the Client issues an order to open a personal account in accordance with the Broker's internal documents and attaches the documents required in accordance with the Broker's internal documents and the Republic of Kazakhstan legislation.
  - 2.3. When opening the Client's personal accounts and/or implementing this Agreement within entire duration of this Agreement, the Broker may request other documents from the Client and/or filling out the forms of documents, including the forms of Third-party entities' documents, including the foreign ones. The Broker may suspend performance of obligations herein unilaterally until the Client provides the documents requested by the Broker.
  - 2.4. Where applicable, the Broker opens an account for the Client with Third-party entities, including the foreign ones, to keep and account securities and other financial instruments issued in accordance with the legislation of foreign countries and traded on international securities markets. When this occurs, the Client agrees that Third-party entities, including the foreign ones, will collect and process the Client's personal data and/or registration data under the applicable laws of the country of registration. The Client also understands and accepts when accruing foreign financial instrument income by Third-party entities, including the foreign ones, the tax that is subject to withholding in accordance with the legislation of foreign countries may be deducted.
  - 2.5. The Broker may refuse the Client to open a personal account or service it by suspending services or terminating this Agreement when:
    - 2.5.1. The Client has not provided or provided not fully the necessary and required by the Broker documents;
    - 2.5.2. The Client has submitted documents and information with false information;
    - 2.5.3. the documents and information provided by the Client do not meet the requirements of the Broker's internal documents;
    - 2.5.4. The Client does not perform or improperly performs the obligations and procedures herein;
    - 2.5.5. The Client does not agree to the amendments and / or additions to this Agreement, and informs the Broker in writing;
    - 2.5.6. for other reasons.
  - 2.6. In the events specified in clause 2.5. herein, the Broker notifies the Client in writing of refusal to open a personal account or service until the Client eliminates the reasons for refusal or termination of this Agreement. This Agreement may continue to be in force only after the Client eliminates the grounds for its suspension.

### **3. Procedure for submitting the client requests and orders**

- 3.1. All transactions on the Client's personal account are executed and trades with the Client's financial instruments are made solely under the client requests and orders, respectively.
- 3.2. The client request/order must be submitted in writing executed under the Broker's internal documents in 1 (one) original copy to the responsible clerk of the Broker, except for when the Client gets electronic services as prescribed by this Agreement and the Rules of the Broker's Electronic Services. The Client may submit a request/order in 2 (two) original hard copies, one copy for each of the Parties, and the Client may require the Broker to make a photocopy of the hard order/request submitted by the Client.
- 3.3. The Client may establish additional ways for submitting requests, namely, by signature facsimile reproduction means via mechanical or other copying an analog of a handwritten signature, or via My Profile as prescribed by this Agreement and the Rules of the Broker's Electronic Services.
- 3.4. All risks associated with giving a client request/order by any of the ways specified herein are solely borne by the Client.
- 3.5. The Broker's corresponding mark on the original request/order is a confirmation for acceptance of the Client's request/order for execution, except for when the Client gets electronic services as prescribed by this Agreement and the Rules of the Broker's Electronic Services.

### **4. Conditions for giving the client requests/orders by the signature facsimile reproduction means via mechanical or other copying an analog of a handwritten signature (alternative communication types)**

- 4.1. The Broker's and the Client's email addresses specified by the Application are used to give requests/orders via alternative communication types,
- 4.2. Form and substance of a request submitted via alternative communication types must meet the requirements for hard copy requests.
- 4.3. By alternative communication types, the Client may submit a request for any transaction in accordance with this Agreement, and the Client additionally confirms to the Broker the submission of the request by sending a corresponding confirmation by e-mail.
- 4.4. The Broker enters the requests sent to the Broker by signature facsimile reproduction means via mechanical or other copying an analog of a handwritten signature into the register of client requests sent by the Client via alternative communication types. The register is maintained for a period of one month and has the date of request receipt by the Broker, type of trade to be made under the request, type of communication used by the Client's to give the request. Within 10 (ten) calendar days from the end of the reporting month in which the Client submitted requests via

- alternative communication types, the Client or his/her authorized representative must sign the said register. Signing the register by the Client or his/her representative confirms the authenticity of requests sent through alternative communication types.
- 4.5. The Broker may not to accept a request sent via alternative communication types, if all the required details and mandatory conditions of the request are not specified in sending such a request. The Broker, in addition to the general grounds provided for herein and by the Republic of Kazakhstan legislation, without any its liability may not execute requests submitted by signature facsimile reproduction means via mechanical or other copying an analog of the Clients's handwritten signature, if, in the opinion of the Broker, there are doubts about the authenticity and reliability of these requests, as well as if the requests has instructions to open and close the Client's personal accounts, withdraw money, as well as change the Client's authorized persons.
  - 4.6. The Broker may suspend all operations/transactions on the Client's personal account when:
    - The Client is in arrears in signing the Register of requests filed through alternative communication types for more than 1 (one) month;
    - The Client is in arrears in paying fees of the Broker and/or third parties that ensure the execution and settlement on trades, as well as accounting of the Client's assets.
  - 4.7. Since sending the requests via alternative communication types does not provide adequate security, the Client shall assume all and any risk of using such communication, including, but not limited to, sending erroneous or inaccurate requests on behalf of the Client, possibility of any unauthorized intervention by third parties, including fraud, unauthorized or improper any facsimile device use, regardless of whether the device located in the Client's office/place or in any other place has been used to send the request.

## **5. Procedure and conditions for electronic services provided by the Broker**

- 5.1 The Broker shall provide the Client with electronic services listed in Appendix 1 to the Rules of the Broker's Electronic Services.
- 5.2 The Rules of the Broker's Electronic Services regulate the methods how the Client is provided with the electronic services and gets access to electronic services, the procedure and conditions of electronic services provided by the Broker, procedure for the Client's authentication and identification, confirmation of the Client's rights to be provided with the electronic services, procedure for electronic service suspension and termination, they describe the security procedures, procedure and methods how resolve conflicts arising when the Broker provides the electronic services. The Client confirms that he/she has got acquainted with the Rules of the Broker's Electronic Services posted on the Broker's website [www.fhs.kz](http://www.fhs.kz), and accepts all their provisions, has received all the necessary information regarding use of My Profile in the Broker's Trading Platform.
- 5.3. The Parties acknowledge that the Client's instruction notes and other electronic documents certified by EDS used for transactions in My Profile in the Broker's Trading Platform correspond to the hard copy documents and give rise to similar rights and obligations of the Parties under this Agreement, subject to the terms and conditions provided for herein and the Rules of the Broker's Electronic Services.
- 5.4 The Client acknowledges that all the Client's instruction notes and electronic documents filed using the Client's EDS and accepted by the Broker, in the manner prescribed by the Rules of the Broker's Electronic Services shall be filed on behalf of the Client and the transactions shall be made as the Client has instructed.
- 5.5 In addition to the rights and obligations stipulated by other provisions of this Agreement, the Parties have rights and obligations arising when the Broker provides electronic services:
  - 5.5.1. The Broker has the right to:
    - 5.5.1.1. control how the Client uses My Profile in the Broker's Trading Platform, including, but not limited to, details on the information received, the Client's authentication and identification, conditions of transactions, under the provisions herein, the Rules of the Broker's Electronic Services, requirements of effective and applicable legislation, internal security procedures, requirements of regulatory authorities, and trade organizers' rules;
    - 5.5.1.2. suspend or terminate the electronic services with prior notice to the Client on the grounds stipulated by the Republic of Kazakhstan legislation and the Rules of the Broker's Electronic Services;
    - 5.5.1.3. unilaterally make changes in My profile and (or) the Broker's Trading Platform operation and functionality, as well as in a List of Electronic Services and the Rules of the Broker's Electronic Services;
    - 5.5.1.4. the Broker has other rights stipulated by the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services.
  - 5.5.2 The Broker must:
    - 5.5.2.1. execute the Client's instruction notes as the electronic documents certified by his/her EDS, provided that the Client complies with the terms and conditions herein, the Rules of the Broker's Electronic Services and requirements of the Republic of Kazakhstan legislation;
    - 5.5.2.2. provide electronic services to the Client as prescribed by the Republic of Kazakhstan legislation, this Agreement and the Rules of the Broker's Electronic Services;
    - 5.5.2.3. ensure the Client's authentication and identification in My Profile as prescribed by the Republic of Kazakhstan

- legislation and the Rules of the Broker's Electronic Services;
- 5.5.2.4. not to disclose the information received from the Client when providing the electronic services, except as required by the Republic of Kazakhstan legislation and the Broker's internal regulations;
- 5.5.2.5. the Broker has other obligations stipulated by the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services.
- 5.5.3. The Client has the right to:
- 5.5.3.1. get the electronic services, send the instruction notes via My Profile to the Broker as prescribed by the Republic of Kazakhstan legislation, this Agreement and the Rules of the Broker's Electronic Services;
- 5.5.3.2. the Client has other rights stipulated by the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services.
- 5.5.4. The Client must:
- 5.5.4.1. use My Profile and Broker's Trading Platform exclusively to implement the Agreement and get the electronic services pursuant to and as specified in the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services;
- 5.5.4.2. when getting the electronic services, comply with the conditions and requirements of the Broker's instructions, the Rules of the Broker's Electronic Services, Agreement and the Republic of Kazakhstan applicable legislation;
- 5.5.4.3. the Client has other obligations stipulated by the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services.
- 5.6. Liability of the Parties for non-fulfillment or improper fulfillment of their obligations arising when the Broker provides the electronic services shall be as stipulated by the Republic of Kazakhstan legislation, the Agreement and the Rules of the Broker's Electronic Services.

## **6. Procedure for implementation of the client requests/orders and Broker reporting**

- 6.1. The client request/order executed in hard copy, filed in by any alternative way or at My Profile (electronic document management), is accepted for implementation by the Broker.
- 6.2. The client request for execution of a trade at the Exchange must be provided by the Client and received by the Broker no later than 04:30 PM of the business day Nur-Sultan time for the operation/transaction on the current day. The client request received by the Broker after 04:30 PM of the business day Nur-Sultan time is subject to execution by the Broker on the next business day, unless otherwise specified by the client request. At the same time, the client request can be executed on the current day if the Broker is able to do it.
- 6.3. The client request for execution of transactions on international securities markets must be provided by the Client and received by the Broker no later than 05:30 PM of the business day Nur-Sultan time for the operation/transaction on the current day. The client request received by the Broker after 05:30 PM of the business day Nur-Sultan time is subject to execution by the Broker on the next business day, unless otherwise specified by the client request. At the same time, the client request can be executed on the current day if the Broker has such an opportunity. The client request received by the Broker during the official holidays and weekends, taking into account the rules of the international securities markets transaction, is subject to execution by the Broker on the Broker's next business day after resumption of the relevant foreign stock exchange work, unless otherwise specified in the client request.
- 6.4. Repo transactions are made in the trading system of the Exchange in two ways:
- "direct" method - at trades held by a direct transaction method;
  - "automatic" method - at trades held by the order-driven market method on the automatic repo market.
- 6.5. "Direct" Repo Transactions made by the Broker in the Exchange trading system in accordance with the client request under this Agreement and made for no longer than 90 (ninety) calendar days, considering the extension of the initial period of the Repo Transaction.
- 6.6. In unfavourable price movements, exchange rates and other market factors that reduce the collateral value for open trades the Client shall ensure the fund balance required for full performance of obligations, namely to deposit the required collateral (money, securities, guarantee collateral etc.) at the Broker's request within 1 business day before settlement and in full; if it is impossible to deposit the collateral the trade position can be forcibly closed/executed by the Broker.
- 6.7. If the Client fails to fulfil obligations under the Repo closing transactions, the Client consents to the Broker to sell his/her Assets to eliminate the risk of default under the Repo transaction.
- 6.8. The Client confirms that he/she got acquainted with the Exchange's internal documents and accepts the terms and conditions of settlement of the Repo Transaction default risk. The Exchange's internal documents are available at: <https://kase.kz/>.
- 6.9. The Client's money is transferred as follows:
- 6.7.1. The Client is entitled to transfer money (in whole or in part) that is on the Client's account held by the Broker with submitting the client order in the form approved by the Broker. The client order for the transfer of money must be submitted by the Client on purpose to the Broker no later than 03:30 PM of the business day Nur-Sultan time for the operation/transaction on the current day. The client order submitted after 03:30 PM of the business day Nur-Sultan time is subject to execution by the Broker on the next business day. The client order may be executed after the above time if the Third-party entities and the Broker are technically

capable. The Broker transfers money according to the client order only in cases when there is enough money in the Client's account.

- 6.7.2. The client order to transfer the Client's money without changing the Broker the Client shall submit in person to the Broker before 5:00 PM on the business day according to the time of Nur-Sultan city to make transaction on the current day. The client order to transfer money without changing the Broker submitted after 5:00 PM on the business day according to the time of Nur-Sultan city shall be executed by the Broker on the next business day. The client order to transfer money without changing the Broker can be executed after the specified time when the Third-party entities and the Broker are able technically.
- 6.10. The Client may transfer the financial instruments to his/her/its account opened with other nominee holder by submitting an appropriate order no later than 04:30 PM of the business day Nur-Sultan time to make the operation/transaction on the current day. The Client's order transmitted after the above time shall be executed by the Broker on the next business day. The Client's order may be executed after the above time if the Third-party entities and the Broker are technically capable.
- In the event of such a transfer to a foreign nominee holder, the Client shall, upon the Broker's request, additionally provide the Broker with documents confirming the ownership for the account opened with another nominee holder (a copy of the brokerage agreement entered into between the Client and the nominee holder, or another confirmation on opening an account with another nominee holder etc.). Transfers of the Client's financial instruments without changing the Broker are carried out until 05:00 PM on the business day Nur-Sultan time, if the Third-party entities are technically capable, taking into account their applicable tariffs.
- 6.11. The Client shall transfer the amount stated in the client request before submitting the client request, or ensure that there are sufficient money and/or number of financial instruments to execute the client request, except for transactions with the Central counterparty entered into on the Exchange.
- 6.12. The Broker executes the client request/order in the manner prescribed by the Broker's internal documents during the period specified in the client request/order, as well as taking into account the operating hours of the persons involved in executing the client request/order.
- 6.13. If during the trade there is a need to change the terms and conditions of the trade, the Broker is obliged to coordinate its actions with the Client in order to re-issue or revoke a previously submitted client request.
- 6.14. The Broker upon execution of the client request shall provide the Client with a corresponding report in the form according to the Broker's internal documents.
- 6.15. A report on the accepted client request execution is generated within 3 (three) business days from the date of such a request execution and is sent to the Client:
- in electronic form at the Client's details specified in the application (if the Client has an e-mail address) or in My Profile;
  - issued to the Client personally in hard copy in the Broker's office, if the Client indicates this method of receiving reports.
- 6.16. The Broker does not accept or does not execute the client request/order:
- 6.16.1. if there is a contradiction in the client request/order content to the Republic of Kazakhstan current legislation and this Agreement;
  - 6.16.2. if the securities and other financial instruments in respect of which the client request/order has been submitted are burdened, or if the number of securities indicated in the client request/order exceeds the amount of available securities and other financial instruments in the Client's account;
  - 6.16.3. if the Client's money is insufficient to execute the request/order submitted by him/her/it, except for transactions with the Central counterparty entered into on the Exchange.
  - 6.16.4. if the proposed trade conditions correspond to the manipulation signs established by the Republic of Kazakhstan legislation;
  - 6.16.5. no required number of securities (rights of claim on the issuer's obligations under the issuable securities) and (or) money on the accounts (sub-accounts) of the clients;
  - 6.16.6. if the requirement of clause 6.6 herein is not complied with;
  - 6.16.7. in other justified events.
- 6.17. The Broker draws up a written refusal indicating the reasons for failure to execute the request/order in the following cases:
- 6.17.1. discrepancies of signature samples on requests/orders to samples notarized;
  - 6.17.2. failure to submit within 3 (three) business days from the date of receipt of the order for the counter order transaction;
  - 6.17.3. inconsistencies in the details of orders with the Broker's details or Client's personal account (sub-account) details;
  - 6.17.4. inconsistencies in the trade substance with the Republic of Kazakhstan legislation;
  - 6.17.5. failure to submit a document confirming the consent of the authorized state body that carries out state regulation, control and supervision over the financial market and financial organizations, to acquire the status of a major participant, in cases provided for by the Republic of Kazakhstan regulatory instruments, by the Client within the time period established for registration of the trade;
  - 6.17.6. if any decision issued by the relevant state authorities or court on the stock trading suspension or termination;
  - 6.17.7. personal account or sub-account specified in the order is blocked or arrested;
  - 6.17.8. securities encumbrance (rights of claim on the issuer's obligations for equity securities) specified in the order;

- 6.17.9. the proposed trade terms and conditions correspond to the manipulation signs established by the Republic of Kazakhstan legislation;
- 6.17.10. in other justified events.
- 6.18. The Broker shall send a notice of refusal to accept the client request, drawn up in any form, to the Client that specifies the reasons for failure to execute the client request established by this clause, by mail and (or) on purpose, and (or) e-mail, and (or) other means of communication, in a manner and in terms established by this Agreement.
- 6.19. If the client request/order has not been executed, the Broker is obliged to provide a notice of failure to execute the client request/order with the reasons for the failure within 3 (three) business days from the date of failure to execute to the Client. This notice is sent to the Client in the manner specified in clause 6.15 hereof.
- 6.20. By a court decision regarding the Client's financial instruments and/or under a decision of a state authority and other persons authorized to make such a decision, the Broker shall unilaterally suspend transactions on the Client's personal account and also register changes and/or termination of rights to the Client financial instruments in accordance with the Republic of Kazakhstan legislation, with simultaneous notification of the Client about this.
- 6.21. The Client's rights and obligations with respect to financial instruments arise after registration of a trade with the Central Securities Depository and/or with a Third-party organization on the Client's sub-account.
- 6.22. Confirmation of rights on financial instruments is carried out by presenting a statement from the Client's personal account in the Broker's nominal holding system. A statement from the personal account is issued under the Client's order in the form according to the Broker's internal documents.
- 6.23. During this Agreement performance, the Broker shall keep records of the inflow and distribution of income on the the Client's financial instruments that are in the Broker's nominal holding.
- 6.24. Broker shall credit the income from the Client's financial instruments immediately after their inflow to the Client's personal account, unless otherwise provided by the terms and conditions hereof or the Broker's internal documents, and provide the Client with a notification on payment of income from the Client's financial instruments in the form according to the Broker's internal documents.
- 6.25. The Broker, upon the Client's written order for information services, within 5 (Five) business days from the date of registration of this order, shall provide the Client with reporting documents (personal account statement or report on securities and money) as of the date/for the period specified in such a order. The specified information service is paid by the Client according to the Broker fees.  
The Client can independently generate electronic versions of these reports in My Profile (as at any date) without the Broker's signature and seal. If the Client requires a report endorsed by the Broker, he/she/it shall notify the Broker thereof in any way specified herein.
- 6.26. Since the transfer of reporting documents by e-mail or postal does not provide adequate security, the Client shall assume all and any risk of using such communication means, including, but not limited to, receiving the reporting documents by an unauthorized person, receiving reporting documents in an inappropriate form, the possibility of any unauthorized third party interventions, including fraud, unauthorized or improper use of an email or postal address etc. The Client is required to write inform the Broker promptly and timely about changes in the details of the email or postal address. At the same time, the Broker shall not be liable for malfunctions of persons and organizations that provide sending and receiving the reporting documents by e-mail or postal service, as well as sending the reporting documents to an outdated e-mail and/or postal address, to an unauthorized person. Amendments to the details of the recipient, e-mail or postal addresses will be considered done from the moment the Broker receives the corresponding written notice from the Client, and in cases established by the Republic of Kazakhstan legislation - the corresponding order.

## **7. Rights and obligations of the Broker**

### **7.1. The Broker hereunder must:**

- 7.1.1. make trades and transactions with financial instruments of the Client in accordance with the terms and conditions hereof and the Republic of Kazakhstan legislation;
- 7.1.2. suspend execution or not execute the client requests/orders in case of notification from judicial and state bodies and authorized persons;
- 7.1.3. when making a trade with financial instruments, make every possible effort for the best execution of the client request. When a conflict of interest, the Broker is obliged to make a trade with financial instruments based on the Client interests priority over its;
- 7.1.4. inform the Client about all circumstances that have become known to the Broker that impede transactions with financial instruments;
- 7.1.5. not give recommendations to the Client about the trade with financial instruments, if such a trade settlement will lead to a conflict of interest, notify the Client about the conflict of interest possibilities and facts;
- 7.1.6. in the manner as provided for herein, present the client request execution/failure reports to the Client;
- 7.1.7. inform the authorized body about the trade with financial instruments, entered into or planned to be entered into in accordance with this Agreement and in respect of which the Republic of Kazakhstan legislation establishes restrictions and special conditions no later than the day following the day of such a trade or refusal by the Broker to execute such a trade;
- 7.1.8. store information contained in the Client's personal account nominal holding accounting system;
- 7.1.9. make amendments to the Client's personal account in the manner and time established by the Republic of

Kazakhstan legislation;

- 7.1.10. submit, upon request of the Central Securities Depository and the issuer, information about the Client whose securities are in its nominal holding;
- 7.1.11. receive investment income directed by the issuer and credit it to the Client's personal account;
- 7.1.12. notify the Client of receipt of income from financial instruments owned by the Client;
- 7.1.13. notify the Client of the tariff changes in accordance with this Agreement, including by posting a corresponding announcement on the Internet site of the Broker.

**7.2. The Broker hereunder may:**

- 7.2.1. receive the fee according to tariffs established herein;
- 7.2.2. suspend this Agreement performance when the Client fails his/her/its obligations and duties stipulated by this Agreement;
- 7.2.3. require the necessary additional information from the Client when conducting transactions with financial instruments;
- 7.2.4. debit without further authorization the fee amount hereunder, the amount of expenses, the penalty hereunder, as well as other amounts payable by the Client hereunder from the Client's account opened for accounting the Client's money;
- 7.2.5. provide consulting, analytical and information services under an individual agreement made with the Client;
- 7.2.6. close the Client's personal account if there are no securities thereon (rights of claim on the issuer's obligations for equity securities) during the last twelve months and if the amount on the Client's account for accounting money is not more than KZT 1,000.0 (one thousand) or equivalent amount in foreign currency, with the balance of money allocated to the Broker's income account;
- 7.2.7. other rights provided for by the Republic of Kazakhstan legislation.

## **8. Rights and Obligations of the Client**

**8.1. The Client hereunder must:**

- 8.1.1. pay the Broker's expenses related to transactions with financial instruments, including transactions with the Central counterparty, as well as the fee in the manner and on the terms and conditions determined by this Agreement and additional agreements of the Parties, including the Broker's fee and commissions of third party – service providers, as well as any charges stipulated by the Republic of Kazakhstan legislation;
- 8.1.2. ensure the financial instruments availability required for trades and transactions therewith in accordance with the submitted client requests/orders without any deductions, including the transaction taxes and charges;
- 8.1.3. ensure that financial instruments provided to the Broker in accordance with this Agreement are free from any payments, mortgage, encumbrance or withholding;
- 8.1.4. notify the Broker in writing of a change in his/her/its questionnaire details no later than 3 (three) business days from the time of such changes occur, including with sending the orders in the form established by the Broker, if any are required in accordance with the Broker's internal documents;
- 8.1.5. timely submit all the necessary documents for trades with financial instruments and personal account operations/ transactions;
- 8.1.6. indemnify the Broker for losses, liabilities or expenses incurred by the Broker for any reason, including any taxes calculated indirectly or directly in relation to or as a result of any service provided to the Client or any permitted action hereunder, unless the specified payments, obligations, expenses or losses arose due to the Broker's fault as a result of negligence or deliberate default by its employees;
- 8.1.7. accept from the Broker the services provided hereunder;
- 8.1.8. exempt the Broker from the obligations assumed by the Client before a third party for the client request/order execution;
- 8.1.9. other duties stipulated by the Republic of Kazakhstan legislation.

**8.2. The Client hereunder may:**

- 8.2.1. require from the Broker to fulfil the obligations stipulated by this Agreement;
- 8.2.2. receive information from the Broker on the status of his/her/its personal account;
- 8.2.3. implement other rights provided by the Republic of Kazakhstan legislation.

## **9. Broker's Fee and Settlement Procedure between the Parties**

- 9.1. The Broker's fee is calculated under the tariffs in accordance with the Broker's internal document.
- 9.2. The fee is payable under a service invoice issued by the Broker.
- 9.3. The Client shall pay the fee every month within 5 (five) business days once the original invoice or payment notification or the Broker's written payment request has been received. The Broker may debit after the specified 5 (five) business days the fee amount and other expenses incurred from the Client's account.
- 9.4. The Broker shall send the original service invoice payable to the Client no later than 20 (twenty) calendar days upon the month end for which payment must be made. The Client shall acknowledge that in case of delays in invoicing by Counterparts, this period may be extended by the Broker.



- 9.5. In accordance with this Agreement, the Client authorizes the Broker to debit from the Client's account the fee amount and reasonable, documented expenses actually incurred by the Broker when executing the client request hereunder taking into account the compliance with clause 9.3 of the Agreement and if no disagreements on settlements between the Parties, without further authorization.
- 9.6. If there is no money on the Client's account, the Client shall pay for the fee and reimburse expenses incurred by the Broker by transferring money to the Broker's bank account under a service invoice provided by the Broker within 5 (five) business days once the original service invoice has been received.
- 9.7. All bank and other charges, payments, debts and expenses, including, but not limited to: expenses for the services of the Central Securities Depository, stock exchanges, and Third-party entities incurred by the Broker in the proper fulfillment of its duties in accordance with the terms and conditions hereof, are charged to the Client account and timely debited by the Broker from the Client Account in accordance with clause 9.5 hereof or paid by the Client under the invoice issued by the Broker. The services of second-tier banks in replenishing a personal account with money are paid by the Client independently.
- 9.8. Based on the Client's official enquiry, the Broker shall provide the Client with information about the Counterparts' tariffs applicable at the time of the request.
- 9.9. The Broker has the right not to accept the client orders/requests for execution and to hold the Client's property until the fee and expenses incurred due to it hereunder are paid.
- 9.10. The Client shall agree and confirm the Broker's right to withhold the fee due to it by direct debiting the corresponding amounts from the Client's personal account and crediting them to the Broker's own account. When no sufficient money on the personal account, the Client shall pay the fee to the Broker and make other payments in accordance with this section from his/her/its current account and/or replenish the personal account through the Broker. If the Client does not have enough money in the national currency to make all necessary payments, the Broker may unilaterally transfer and convert money from foreign currency to national currency in the amount sufficient to cover these payments at the exchange rate of the Broker's servicing bank on the specified conversion day.

## **10. Liabilities of the Parties**

- 10.1. For failure to fulfill and/or improper fulfillment of obligations hereunder, the Parties shall be liable in accordance with the Republic of Kazakhstan legislation and this Agreement.
- 10.2. If violation of the requirements established by clause 7.1.5. Article 7 hereof, the Broker shall pay the Client the losses incurred by the latter as a result of such violation, and 0.001% penalty of the trade amount.
- 10.3. If the payment time limits hereunder are violated, including, but not limited to, paying the fee, the Broker's expenses incurred due to the Client fault, the Client shall pay the Broker a 0.1% penalty of the total amount payable for each calendar day of delay.
- 10.4. When a failure in the trade due to the Client's fault, the Client shall pay the Broker a 10% fine of the failed trade total amount, as well as all penalties established by the bidding process organizer's internal documents, of the commodity exchange for the failure of the operation/transaction. The Broker may withhold the amounts paid by the Broker or the fines expected to be paid by the Broker by directly debiting the corresponding amounts from the Client's personal account and/or any other Client's account and crediting them to the Broker's account.
- 10.5. Demand for paying a penalty or compensation for damage is the right of the injured Party and is claimed by the latter in writing.
- 10.6. The Broker shall not be liable to the Client for losses incurred as a result of failure to fulfill or improper fulfill obligations by the Client hereunder, including those related to failure to notify/untimely notification of the Broker by the Client about changes in his/her/its questionnaire details (bank details, validity of authorized persons' powers etc.).
- 10.7. The Broker shall not be liable to the Client for the actions or omissions of financial instrument issuers, as well as any third parties. The Broker shall not be liable to the Client for the actions or omissions of third parties serving or participating in trades under submitted requests, as well as those executing or participating in the execution of the Client's requests.
- 10.8. All analytical reports, recommendations and messages are for informational purposes only. The Broker shall not be liable for the services provided (consultations, analyzes, reports, trading ideas, recommendations and other results of the services provided hereunder or additional agreements hereto), as well as for the result of their subsequent use by the Client or persons associated with the Client. The Client shall use the result of the services provided at his/her/its own risk and under his/her/its own property liability.
- 10.9. The client request/order after it has been executed by the Broker cannot be canceled and the Client shall retain the obligation to pay commission fee to the Broker, as well as commissions of third parties, and in addition, the Client must reimburse the Broker for expenses incurred as a result of the client request execution.
- 10.10. In the event that the Client does not fulfill his/her/its obligations under the trade executed, the Broker may publicly notify the bidding process organizer, the commodity exchange, participants in the trade and other interested parties.

## **11. Agreement duration. Agreement termination and cancellation**

- 11.1. This Agreement shall enter into force upon receipt of an Application by the Broker signed by the Client and is valid indefinitely.

- 11.2. This Agreement may be prematurely terminated on the following grounds:
  - 11.2.1. at the initiative of one of the Parties by written notification to the other Party at least 30 (thirty) calendar days before the expected date of termination;
  - 11.2.2. as mutually agreed by the Parties;
  - 11.2.3. if suspension or revocation of the Broker's license for brokerage activities;
  - 11.2.4. liquidation of the Broker as a legal entity;
  - 11.2.5. due to force majeure circumstances in accordance with the terms and conditions hereof;
  - 11.2.6. if the Client has informed the Broker in writing of his/her/its disagreement with the amendments and/or additions hereto;
  - 11.2.7. on other grounds provided by the Republic of Kazakhstan legislation.
- 11.3. The Agreement may be cancelled unilaterally:
  - 11.3.1. if the other party fails to fulfill the terms and conditions hereof;
  - 11.3.2. under an order to close a personal account;
  - 11.3.3. by the Broker if there are no securities on the Client's personal account (rights of claim on the issuer's obligations for equity securities) for the last twelve months and the amount of sum on the Client's account for accounting money in the amount of not more than KZT 1,000.0 (one thousand) or equivalent in foreign currency.
- 11.4. Termination of this Agreement will not affect any trades or any legal rights and obligations that may already have arisen. Trades in progress on the day of the Agreement termination must be completed by the Broker and paid by the Client.
- 11.5. Upon this Agreement termination, the Client's Assets are transferred in accordance with the Republic of Kazakhstan legislation.
- 11.6. The Client's Assets that at the time of the Agreement termination are on the Client's personal account shall be returned within 2 (two) business days from the date of termination hereof net of the Broker's fee and expenses incurred by it for execution hereof, penalties, forfeit and any expenses incurred by the Broker when transferring the Client's securities and money to his/her/its account maintained by a new broker, registrar and/or bank and subject to the Broker receives information about the accounts in writing to which the Client's assets are to be transferred. This clause does not apply to the Agreement termination unilaterally in accordance with clause 11.3.3 of the Agreement.

## **12. Force Majeure**

- 12.1. The Parties shall be released from liability for partial or full failure to fulfill obligations hereunder if this failure was the result of force majeure circumstances arising after this Agreement signing as a result of extraordinary events that the Party could not foresee or prevent by reasonable measures.
- 12.2. Force majeure circumstances include events on which a Party cannot influence and for which it shall not be liable, while making it impossible to fulfill obligations hereunder.
- 12.3. A party that refers to force majeure circumstances is obliged to inform the other Party of such circumstance occurrence in writing within 5 (five) calendar days with the provision of certifying documents issued by the authorized bodies. The time period provided by this clause shall not be applied if the other Party notification about the effect of force majeure is not possible due to this circumstance. If information about the force majeure effect is disseminated in the media or is of a public nature, the requirement of this clause to provide certifying documents issued by the authorized bodies does not apply.
- 12.4. When force majeure circumstances, the term for fulfillment of obligations hereunder shall be extended in proportion to the time during which such circumstances and their consequences are valid.
- 12.5. If the state of non-fulfillment of obligations arising herefrom continues to be valid for more than 3 (three) months and it is not possible to make a mandatory declaration on the date of circumstances termination within the next month, then each Party has the right to terminate this Agreement without a warning period with the immediate effect of termination.

## **13. Confidentiality**

- 13.1. Each of the Parties hereto agreed to consider the entire volume of information and details transferred and to be transferred by the Parties to each other upon entering into this Agreement and during the execution of the terms and conditions hereof, including information received from the Client when the Broker provides electronic services, commercial and/or official information to the extent permitted by the Republic of Kazakhstan current legislation (hereinafter referred to as the Confidential Information).
- 13.2. No public declarations, press releases, communication or other information relating hereto will be sent or transferred by any of the Parties without the other Party's prior consent.
- 13.3. The Broker shall provide access to confidential information only to persons who need it to execute this Agreement, including authorized representatives of the Client, information about which the Client provided in advance in writing, to state and non-state bodies and organizations, other persons entitled to receive this information in accordance with the Republic of Kazakhstan legislation, the rules of self-regulatory organizations and bidding process organizer, as well as for implementation of the Broker's internal documents and/or its affiliates, and in cases where the Client has granted the Broker the right to disclose confidential information, including under the terms and conditions hereof.

- 13.4. In the confidential information disclosure or distribution by either Party in violation of the requirements hereof, the guilty Party will be liable in accordance with the Republic of Kazakhstan legislation with compensation for losses incurred by the other Party as a result of such information disclosure.
- 13.5. The fact of entering into this Agreement means the Client's unconditional and irrevocable consent to disclose by the Broker information about the Client's personal account status and funds flow thereon, as well as other information about the Client, which is commercial and official secret in the securities market, to the bidding process organizer, the Central Securities Depository, and Third-party entities, including foreign, audit organizations when they are engaged in audits.
- 13.6. By accession to this Agreement, the Client shall give the Broker his/her/its consent to collect, use and process his/her/its personal data and/or his/her/its employees' personal data, in accordance with the Republic of Kazakhstan Law "On Personal Data and Their Protection" requirements, and also agree not to withdraw his/her/its consent, during this Agreement validity period and during the storage period of documents provided in accordance with the Republic of Kazakhstan current legislation requirements.

#### **14. Warranties of the Parties**

- 14.1. The Parties hereby represent and warrant each other that they have all the necessary powers to enter into and execute the Agreement and to fulfill their obligations hereunder; this Agreement has been duly authorized and entered into by the Parties; this Agreement is a legally valid and enforceable obligation of the Parties, which can be enforced against a Party that has not fulfilled the obligation in accordance with the terms and conditions hereof; the fulfillment by the Parties of this Agreement, as well as any other actions hereunder, does not contradict and will not conflict or contradict any provision of the Parties' constituent documents or the Republic of Kazakhstan legislation, as well as the Parties' obligations under any other agreement.
- 14.2. The Client hereby declares that he/she/it is fully aware of system and non-system risks associated with activities in the securities market. The Broker will not be liable for any damage incurred by the Client due to the investment decision made by him/her/it, as the Broker acts on the conditions and parameters of the submitted client request/order.
- 14.3. The Client is aware that the market prices for financial instruments may change, both upward and downward, and the change in these prices is beyond of the Broker control.
- 14.4. The Client is aware that the Broker provides services similar to those specified herein to third parties, and also accepts instructions from third parties under other agreements, makes trades and other transactions with financial instruments in the interests of third parties and in their own interests. Such trades and transactions for third parties may be made by the Broker on conditions different from the conditions for services provided to the Client hereunder.
- 14.5. The Broker hereby shall undertake to inform the Client about the restrictions and special conditions established by the Republic of Kazakhstan legislation in relation to trade with financial instruments that is supposed to be made at the expense and in the interests of the Client by sending a written notice by mail and/or on purpose, and/or e-mail, and/or by facsimile or other possible communication means on the day of occurrence of the ground to send such a notice.
- 14.6. Throughout this Agreement duration the Broker hereby shall inform the Client about sanctions, except for administrative penalties imposed by the authorized agency on this Broker and (or) the Dealer within the last 12 (twelve) consecutive calendar months by sending a written notice by mail and (or) by hand, and (or) by e-mail or other possible types of communication, and (or) by posting the information on the Broker's Internet resource [www.fhs.kz](http://www.fhs.kz) within 3 (three) business days after the grounds for such notice arose. As regards sanctions in the form of administrative penalties the information on administrative penalties imposed on the Broker for the last 12 (twelve) consecutive calendar months since termination of the administrative penalty imposing decree execution shall be provided.
- 14.7. The Broker hereby shall undertake to inform the Client about the conflict of interest possibilities and facts by sending a written notice by mail and/or on purpose, and/or e-mail, and/or facsimile, or other possible means of communication on the day of occurrence of the ground to send such a notice.
- 14.8. The Broker hereby shall undertake that if the license suspension, within 2 (two) business days from the authorized body's notification receipt date, to notify the Client by sending an individual notice and posting relevant announcements in places easily accessible for the Client (in the premises of the head office and branches, as well as at the Broker's Internet resource [www.fhs.kz](http://www.fhs.kz)).
- 14.9. The Broker hereby shall undertake that if license deprivation, within 2 (two) business days from the authorized body's notification receipt date, to notify the Client by sending an individual notice of this Agreement termination due to license deprivation.
- 14.10. This Agreement means that the Client is familiar with and agrees with the Broker's tariffs, as well as with the possibility of their unilateral change by the Broker.

#### **15. Dispute Resolution and Applicable Law**

- 15.1. Any disputes and/or disagreements hereunder, including conflict situations that arose when the Broker provided and the Client received electronic services, are resolved by the Parties through negotiations.
- 15.2. If it is impossible to negotiate or resolve the disputes, contradictions and disagreements through negotiations, they

shall be resolved in a judicial procedure established by the Republic of Kazakhstan legislation.

15.3. This Agreement shall be governed by the Republic of Kazakhstan law.

## **16. Final Provisions**

- 16.1. As agreed by the Parties, if at any time one or more of the provisions hereof is or becomes invalid, illegal or has lost legal force under any conditions or under any law, the validity, legality and legal force of other provisions hereof remains unchanged.
- 16.2. The Agreement shall constitute the entire text of the agreement reached between the Parties, and supersede all previous agreements, including contracts, promises and intentions of the Parties, either verbal or written, with respect to the subject of this Agreement.
- 16.3. Alterations, supplements and amendments hereto, as well as to Broker tariffs, can be made by the Broker unilaterally and brought to the Client's attention by sending a corresponding notification to the Client's email address. In addition to the above, the Broker may disseminate information on amendments and/or supplements hereto, as well as to the Broker's tariffs on its own Internet resource [www.fhs.kz](http://www.fhs.kz). In the event that after 15 (fifteen) calendar days from the date of sending the specified notification, the Broker does not receive written agreement or disagreement from the Client with the amendments and/or supplements made, the Parties shall agree that this Agreement and tariffs continue to apply on the amended and/or supplemented conditions, and the Client shall agree the amendments and/or supplements. If, prior to the expiration of the period specified in this clause, the Client will send a written disagreement to the Broker with the amendments and/or supplements hereto/tariffs, this Agreement is subject to dissolution.
- 16.4. This Agreement is made in Russian and Kazakh languages having equal legal force. In case of discrepancies between the texts of the Agreement in the Russian language and Kazakh language, the Parties agreed to be guided by the text in Russian.

**ACCESSION APPLICATION (for legal entities)  
to the Brokerage and Nominal Holding Service Agreement of  
First Heartland Securities JSC**

Legal form and name of the legal entity	
BIN (other identifier)	
Legal entity state registration/re-registration document (name, number, date and issuing authority)	

If you have a previous Brokerage and Nominal Holding Service Agreement made with First Heartland Securities JSC (hereinafter referred to as the Broker) and/or other similar agreements, the Broker and the Client have agreed to consider such agreements null and void on the date of signing this application.

By signing this application, the Client agrees to the terms and conditions of the Brokerage and Nominal Holding Service Agreement of First Heartland Securities JSC (hereinafter referred to as the Broker) as a whole and for further servicing, provides the following information:

Contact phone numbers	
E-mail if any	
How to get reports	<input type="checkbox"/> by e-mail <input type="checkbox"/> in person at the Broker's office <input type="checkbox"/> to the postal address <input type="checkbox"/> in "My Profile"
Ways to submit client's requests (please check one or more boxes)	<input type="checkbox"/> hard copy as original <input type="checkbox"/> by email as a scanned copy to the email address <a href="mailto:sales@fhs.kz">sales@fhs.kz</a> <input type="checkbox"/> in "My Profile"

\_\_\_\_\_  
Position, full name  
(signature)  
seal

***Filled in by the Broker***

	Date of the application acceptance	DD/MM/YY
	Position and full name of the Broker's clerk who accepted the application, signature	

**ACCESSION APPLICATION (for individuals)  
to the Brokerage and Nominal Holding Service Agreement of  
First Heartland Securities JSC**

I,

Full name	
IIN (other identifier)	
Identity document information (name, number, date, issuing authority, validity period)	

If you have a previous Brokerage and Nominal Holding Service Agreement made with First Heartland Securities JSC (hereinafter referred to as the Broker) and/or other similar agreements, the Broker and the Client have agreed to consider such agreements null and void on the date of signing this application.

By signing this application, I agree on a full and unqualified basis to the terms and conditions of this Brokerage and Nominal Holding Service Agreement and for further servicing, I provide my following information:

Contact phone number	-
E-mail if any	-
How to get reports	<input type="checkbox"/> by e-mail <input checked="" type="checkbox"/> in person at the Broker's office <input checked="" type="checkbox"/> to the postal address <input checked="" type="checkbox"/> in "My Profile"
Ways to submit client's requests (please check one or more of them)	<input checked="" type="checkbox"/> hard copy as original <input checked="" type="checkbox"/> by email as a scanned copy to the email address <a href="mailto:sales@fhs.kz">sales@fhs.kz</a> <input checked="" type="checkbox"/> in "My Profile"

\_\_\_\_\_  
(signature)

***Filled in by the Broker***

	Date of the application acceptance	DD/MM/YY
	Position and full name of the Broker's clerk who accepted the application, signature	