

CONTRACT FOR BROKERAGE SERVICES AND NOMINAL HOLDING SERVICES

*Annex No. 24 to the Contract for brokerage services and nominal holding services*

Astana dated "\_" 202\_ , No.

**Jusan Invest JSC**, hereinafter referred to as the **Broker**, represented by the Chief Executive Officer**,** acting under the Charter and license No. 3.2.239/16 dated June 25, 2021 to carry out brokerage and dealer activities in the securities market with the right to manage accounts of Clients as a nominee holder, on the one hand, and

The **Client** who has acceded to this Contract**,** in accordance with Art. 389 of the Civil Code of the RoK, hereinafter collectively referred to as the Parties, have entered into this Contract for brokerage services and nominal holding services (hereinafter – the Contract) as follows:

1. DEFINITIONS

1.1. The following definitions are used in this Contract:

1. **Client's assets** – a set of the Client's money and financial instruments held nominally by the Broker based on the Contract;
2. **Exchange** - Kazakhstan Stock Exchange JSC;
3. **Broker** - a professional participant in the securities market, making transactions with issuance securities and other financial instruments on behalf of, at the expense and in the interests of the Client;
4. **Beneficial owner -** an individual who directly or indirectly owns more than twenty-five percent of the shares in the authorized capital or outstanding (minus preferred and repurchased by the company) shares of the Client - a legal entity, as well as an individual who otherwise exercises control over the Client, or in whose interests the Client performs operations with money and (or) other property;
5. **Internal documents –** legal acts of the Broker regulating its relationship with the Client, the terms and procedure for the activities of its structural units, officials and employees, as well as the terms and procedure for performing certain types of work (operations) by the Broker, including the Regulations on the implementation of activities in the securities market, this Contract for brokerage services and other possible legal acts of the Broker (hereinafter – the Regulations);
6. **Declaration of accession to the Contract for brokerage services and nominal holding services (hereinafter - the Declaration) –** requests (Annex No. 2) signed by the Client and being the Client's consent to join the Contract for brokerage services and nominal holding services and unconditional acceptance of all its terms;
7. **Custodian –** a professional participant in the securities market, accounting for financial instruments and money of Clients and confirming rights to them, storing documentary financial instruments of Clients with the assumption of obligations for their safety and other activities in accordance with the legislative acts of the RoK;
8. **Conflict of interest** - a situation in which the interests of the Broker and the Client do not coincide with each other;
9. **Personal account** - a set of records in the Broker's accounting system, through which the Client's financial instruments and money are accounted;
10. **Margin transactions** – transactions by the Broker based on the Client's orders for the purchase and sale of securities, which are settled by the Broker using money or securities provided by the Broker to the Client on the terms of repayment and serviceability;
11. **Client's child (children) –** a minor(s) child (children) of the Client, aged 10 to 16 years, to whom the Client is entitled to grant limited access to the use of the Jusan Investments Application, in order to initiate transactions on the Client's account with financial instruments with the terms and restrictions established by this Contract and the Broker's internal documents.

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License of the the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market of the Republic of Kazakhstan for brokerage and dealer activities in the securities market No.3.2.239/16 dated June 25, 2021.

1. **Jusan Investments Application** - a set of software and hardware tools of the Broker and/or other organizations cooperating with the Broker, including the Broker's information systems, providing information on transactions with financial instruments in the trading system of Kazakhstan Stock Exchange JSC (hereinafter – the Stock Exchange) and (or) on the international securities market and/or in the trading systems of foreign/international stock exchanges, the Client's portfolio and other information, as well as providing electronic services to the Client;
2. **Trading rules** - internal documents of the Exchange regulating transactions with financial instruments on the Exchange's trading platforms;
3. **Order** – documents submitted by the Client to the Broker for performing transactions on personal accounts and/or information operations, executed by the Client according to the forms that are annexes to the Contract;
4. **Client Order** – documents for transactions with the Client's Assets submitted by the Client to the Broker, executed according to the forms that are annexes to the Contract;
5. **Depot sub-account/Unique customer code** - a set of records in the accounting system of

Central Securities Depository JSC, through which the Client's financial instruments are accounted;

1. **Notification of execution/non–execution of an order** – a notification containing information about executed/non-executed transactions and sent by the Broker to the Client (Annex

No. 14,15,16,17,20);

1. **Authorized body** - a state body that regulates, controls and supervises the financial market and financial organizations;
2. **Financial instrument** - securities (including derivatives) and other financial market assets admitted to circulation on the territory of the RoK and on international stock markets in accordance with the procedure established by law;
3. Republic of Kazakhstan – RoK;
4. **Electronic services** – electronic Broker services provided by the Broker to the Client through Jusan Investments Application, for the implementation of trading operations, personal account operations and (or) information operations, as well as other services provided by the Broker in accordance with the legislation of the Republic of Kazakhstan on the securities market and the Broker's internal rules;
5. **Settlement organization** – an organization, including a foreign one, performing settlements on transactions with financial instruments, as well as the functions of nominal holding, corresponding to the definition provided for by the legislation of the RoK;
6. **Third–party organizations** – Custodian and/or Settlement Organization.
7. **Consent to open an account with Jusan Invest JSC and Declaration of accession to the Contract for brokerage services and nominal holding service and the Contract for electronic services (hereinafter - the Consent)** - declaration (Annex 2-1) signed by the client of

Jusan Bank JSC and constituting consent to open an account with the Broker and to join the Contract for the provision of brokerage and nominal holding services and the Contract for electronic services.

1. SUBJECT OF THE CONTRACT
	1. In accordance with this Contract and on the basis of the Declaration/Consent signed by the Client, the Broker undertakes to provide brokerage services with the right to maintain the Client's accounts as a nominal holder, and the Client pays for these services.
	2. Brokerage services with the right to maintain Client's accounts as a nominee holder include the following types of services:
		1. making transactions with financial instruments in accordance with the Client's Order and the Broker's internal documents;
		2. signing of documents related to the transactions with financial instruments on behalf and at the expense of the Client;
		3. services for nominal holding of securities, including:
2. opening, closing of the Client's personal account, making changes and additions to the Client's personal account in accordance with the procedure and terms established by the legislation of the RoK on the securities market and the Broker's internal documents;
3. constant control in order to prevent errors and distortion of information contained in the personal account of the Client;
4. storage of information contained in the nominal holding accounting system that allows you to establish or restore the sequence of changes and additions to the Client's personal account;
5. accounting for the Client's securities and ensuring their availability when performing transactions with these securities;
6. registration of transactions with the Client's securities;
7. confirmation of the Client's securities rights;
8. representation of the Client's interests when transacting with securities transferred to nominal holding;
9. other services necessary for the execution of this Contract and not contrary to the legislation of the Republic of Kazakhstan.
	1. The Broker is entitled, herewithin, to provide the Client with the information necessary for making investment decisions, recommendations to the Client on transactions with financial instruments, other information, analytical, and consulting services.
	2. In the process of concluding and executing the Contract, the Broker notifies the Client about the possibilities and facts of a conflict of interest.
	3. The Broker cannot make recommendations to the Client on transacting with financial instruments, if the execution of such a transaction will lead to a conflict of interest.

In the event of a conflict of interest as a result of the provision by the Broker of a recommendation, the Broker shall pay the Client the losses incurred by the latter as a result of such action, and the penalty established hereby.

* 1. In the event of a conflict of interest, the Broker makes a transaction with financial instruments based on the priority of the Client's interests over its own interests, the interests of its employees, shareholders and affiliates.
	2. The Broker provides Electronic Services to the Client in accordance with the Electronic Services Contract set out in Annex No. 19 hereto. The Electronic Services Contract is an alternative annex hereto, i.e. is concluded with the Client only if there is a note in the Declaration/Consent on accession to this Contract on the need to provide electronic services.
	3. The Broker provides consulting services to the Client in accordance with the Consulting Services Contract set out in Annex No. 25 hereto. The Consulting Services Contract is an alternative annex hereto, i.e. is concluded with the Client only if there is a note in the declaration on accession to this Contract on the need to provide consulting services.
1. GENERAL PROVISIONS
	1. The Parties execute this Contract, guided by the legislation of the RoK, which regulates operations in the securities market, the Rules of Exchange Trading and the internal documents of the Broker.
	2. The relations regulated by this Contract shall be subject to the laws of the RoK established in relation to the agency contract. In cases where transactions with financial instruments in the interests of the Client are subject to conclusion on the organized securities market, the relationship between the Broker and the Client is governed by the laws of the Republic of Kazakhstan established in relation to the commission agency contract.
	3. By signing the Declaration/Consent, the Client confirms that he/she:
		1. is familiarized with the legislation of the RoK regulating transactions with securities, Exchange trading rules and internal documents of the Broker;
		2. is fully aware of the risks associated with activities in the securities market, and agrees that the Broker will not be liable for any damage caused to the Client, unless such damage is caused by the Broker's failure to comply with the terms hereof and the legislative requirements of the RoK established for brokerage activities with the right to maintain Clients' accounts as a nominee holder in the securities market;
		3. is aware of the norms of the Code of the Republic of Kazakhstan on marriage (matrimony) and the family in relation to the commission by one of the spouses of transactions on the disposal of the common property of the spouses and confirms the consent of the spouse to conclude the Contract and carry out all types of operations with financial instruments;
		4. confirms consent to the collection, processing and storage of personal data about the Client, transferred by the Client to the Broker, necessary for proper registration and implementation of legal relations with the Broker, and is also notified that information about the Client for the above purposes can be provided to the authorized body serving banks, affiliated persons of the Broker and other persons (including cross-border transfer and data storage) without notifying the Client.
		5. agrees to the disclosure of information about him/her, including those constituting a commercial secret in the securities market, to affiliates of the Company or other persons (including cross-border transfer and data storage) without notifying the Client.
		6. when granting access to the use of the Jusan Investments Application to his/her minor child (children) in accordance with clause 6.2.5. hereof:
2. agrees that all transactions that can be initiated by the child (children) of the Client will be concluded by the Broker on behalf and at the expense of the Client, and that only limited types of electronic services are available to the child (children);
3. agrees that all client orders that may be initiated by the child (children) of the Client will be recognized by the Broker as client orders of the Client itself and confirmed by means of authentication/identification belonging to the Client;
4. is fully aware of the risks associated with inadequate financial literacy of the child (children), with possible financial losses that may occur as a result of transactions initiated by the child (children), and agrees that the Broker will not be liable for any losses caused to the Client or its child (children) as a result of transactions/operations initiated by the Client's child (children);
5. fully assesses and is aware of the possible psychological risks that may arise as a result of transactions/operations initiated (being initiated) by the Client’s child (children), including the risk of inadequate assessment by the child (children) of inefficient investments, investments that led to the Client’s losses or other negative result and agrees that the Broker will not be liable for any moral or material damage caused to the Client or its child (children) as a result of transactions/operations initiated by the Client's child (children).
	1. The Broker, within 3 (three) calendar days from the date of receipt of the Declaration/Consent of the Client, opens a personal account for the Client in the Broker's accounting system, a sub-account in the accounting system of Central Securities Depository JSC and/or forms a request for assignment of a unique code to a Third-party organization and sends the Client a notification of account opening in accordance with Annex No. 6.
	2. To open a personal account, the Client submits to the Broker the documents, the list of which is specified in Annex No. 1 hereto.
	3. When opening personal accounts for the Client and/or during the execution of this Contract during the entire period of its validity, the Broker is entitled to request other documents from the Client. The Broker is entitled to suspend the performance of its obligations under the Contract until the Client provides the documents requested by the Broker.
	4. For the purpose of opening accounts and/or requests for assignment of a unique code, the Client grants the Broker the right to disclose information (details) about the Client of Central Securities Depository JSC (hereinafter – Central Securities Depository) and the Third-party organization.
	5. The Client agrees to provide the Broker with an e-mail address and a telephone number for the Broker to send information (personal account balances, reports, analytical reviews, as well as any notifications, individual notifications provided for herein). The Client immediately informs the Broker about the change in the e-mail address or telephone number, otherwise, the information sent by the Broker to the provided e-mail address or telephone number is considered to be received by the Client.
	6. The Broker keeps the Client's financial instruments circulating on the Exchange on a separate sub-account opened for the Client in the Central Securities Depository and/or on the Broker's account for aggregate accounting of financial instruments and maintains segregated accounting on a personal account opened with the Broker.
	7. The Broker keeps financial instruments issued in accordance with the legislation of foreign states and circulating on international securities markets on an account opened with the Central Securities Depository and/or with a Third-party organization.
	8. The transfer by the Client of financial instruments and money in nominal holding to the Broker does not mean the transfer of ownership of these financial instruments and money. Ownership of financial instruments and money accounted for on the Client's personal account shall be retained by the Client throughout the term of this Contract.
	9. The Broker provides services hereunder personally, except for the cases when the Client receives Electronic Services. In order to protect the interests of the Client, the Broker may entrust the transaction with financial instruments to another broker. The Broker's instruction to make a transaction with financial instruments to another broker and (or) dealer is carried out in accordance with the legislation of the RoK.
6. PROCEDURE TO EXERCISE CLIENT ORDERS
	1. All transactions with the Client's assets are concluded solely on the basis of Client orders (Annexes No. 7.7-1.8).
	2. The Client's submission of a Client Order is an indisputable fact of the Client's consent to conclude a transaction with the parameters specified in the Client Order.
	3. The Client's order is provided by the Client to the Broker in 2 (two) original hard copies signed by the Client or its representative. The second copy of the Client's order, after putting the mark of the Broker on its acceptance, shall be returned to the Client.
	4. The Client is entitled to submit a Client's order to the Broker via e-mail or the Jusan Investments Application or other alternative methods provided for by the Broker's internal documents, including, but not limited to: by means of facsimile and (or) electronic reproduction of a signature using mechanical or other copying of an analogue of the client's handwritten signature, as well as telephone communication, or through the use of real-time text (voice) messaging software (hereinafter – alternative types of communication).

In case of submission of the Client's order by e-mail, the Client is obliged to provide the Broker with the original copies of the Client's order within 10 (ten) business days.

When the Client submits the Client's order by alternative means of communication, the Client is obliged to sign the register of client's orders monthly. In case of discrepancy between the data of the register of client's orders and the data of the telephone or video recording, the Parties shall make changes to the register based on the data of the telephone or video recording.

* 1. All risks associated with the submission of the Client's order by the methods specified in clause 4.4. are solely borne by the Client.
	2. When purchasing financial instruments at the expense of the Client, the Client must transfer money prior to the transaction using the details of the Client's personal account opened for the Broker in Central Securities Depository, provided to the Client at the conclusion hereof.
	3. When purchasing financial instruments on international securities markets at the expense of the Client, the Client must transfer money at least 3 (three) days prior to the transaction using the details of the Client's personal account opened for the Broker with a Third party, provided to the Client at the conclusion hereof.
	4. In the case of a transaction on the Exchange, the Client's order must be received by the Broker at least 30 minutes before the end of trading for this type of financial instruments. Otherwise, the execution of the Client's order is carried out on the next business day.

In the case of a transaction on the international securities markets, the Client's order must be received no later than 06.00 pm Astana time on the day of the transaction. Otherwise, the execution of the Client's order is carried out on the next business day.

When the Client receives Electronic Services, the Client's Order may be received by the Broker before the end of the trading session of the international Exchange where the transaction is carried out.

The maturity date for transactions on the international securities market does not depend on the Broker, in this regard, there may be delays in settlements depending on the regulations of servicing counterparties, custodian banks, international Exchanges and other organizations accompanying the transaction.

* 1. The Broker does not accept the Client's order for execution:
		1. if there is a contradiction in the content of the client's order to the legislation of the Republic of Kazakhstan on the securities market and this Contract;
		2. in case of non-compliance of the Client's order with the form established by the Contract;
		3. if the text of the Client's order contains errors, erasures, postscript, strikethroughs or other corrections, or if the Client's order is incorrectly executed;
		4. if the financial instruments in respect of which the Client's order is submitted are encumbered or settlements for which are unavailable or limited for the Broker for reasons beyond the Broker's control;
		5. if international sanctions (embargoes) are applied to financial instruments or issuers of financial instruments in respect of which the Client's order is submitted in accordance with the resolutions of the United Nations Security Council or other international organizations, or if as a result of the execution of the Client's order there is a risk of violation of international sanctions regimes and/or the risk of default on obligations to the Broker's international counterparties;
		6. if it is impossible to identify the client in accordance with the terms and procedure determined by this Contract and the Broker's internal documents, when submitting a client's order by telephone, or by other means provided for by the Broker's internal documents;
		7. in case of visual discrepancy between the signature sample on the Client’s order (on paper) and the signatures indicated in the attested document with signature samples or the document proving the identity of an individual (including its representative), if

the Client’s order was not signed by the Client in the presence of the Broker's responsible employee. In this case, as well as if the amount of the transaction expected to be completed in accordance with the Client's order, which was not signed in the presence of the Broker's responsible employee, is an amount exceeding 2,000 (two thousand) monthly calculation indices, the Broker is entitled to request the Client's confirmation of its intention to perform the actions specified in the Client's order by telephone and/or e-mail and/or other means of communication;

* + 1. in case of absence/insufficiency of the amount of money and (or) financial instruments on the Broker's bank and (or) personal account sufficient for the execution of its Client's order;
		2. in case of the Client's debt for payment of the Broker's fee and (or) compensation of the Broker's expenses;
		3. in other reasonable cases.
	1. In the presence of any of the grounds provided for in clause 4.9., the Broker notifies the Client of the refusal to accept the Client's order for execution. At the same time, the Broker's responsible employee makes a handwritten note on the Client's order about the reasons for its non-fulfillment.
	2. The Client's order may be canceled by the Client before the actual conclusion of the transaction in accordance with the cancellation order (Annex No. 23) and is transmitted by the Client by any available means of communication. In the case of transfer by e-mail, the Client is obliged to transfer the original notification to the Broker within 3 (three) business days.
	3. The Client's order is canceled if a subsequent Client's order, affecting the parameters of the first one, was received before its execution, with a note about the cancellation of the first one. If the order has already been executed, subsequent Client's orders that change its parameters are not subject to execution.
	4. The Broker, no later than 3 (three) business days from the date of execution of the Client's order, forms and sends the Client a notification of its execution to the Client's e-mail address or telephone number specified in the Client's details.
	5. If there are grounds for refusing to execute the Client's order, the Broker, no later than the business day following the day when the grounds for refusing to execute the Client's order are revealed, sends the Client a notification of the unfulfilled transaction to the Client’s e-mail address specified in the Client’s details, if the Client’s order is accepted on paper. When submitting the Client's order electronically, information about the non-execution of the transaction is reflected in the Jusan Investments Application.
	6. If the Client has objections to the notification of the execution/non-execution of the transaction, he/she is obliged to inform the Broker about them within three business days from the receipt of the notification of the execution/non-execution of the transaction. Otherwise, the notification of the execution/non-execution of the transaction is considered accepted by the Client.
	7. In order to transfer the Client's order, order or other instruction by the Client, the Broker provides the Client with access to the Jusan Investments Application after accepting the Declaration/Consent to join this Contract from the Client.
	8. Trading operations, personal account operations, and information operations are performed in the Jusan Investments Application.
	9. Electronic services are provided by the Broker through the Client's personal account in the Jusan Investments Application. Electronic services are provided by the Broker to the Client remotely by providing access to the Jusan Investments Application via secure communication channels via the Internet.
	10. Transactions on the Personal Account in the Jusan Investments Application are performed based on the client's order, order or other instruction of the Client, signed using an EDS and (or) through biometric identification and/or dynamic identification of the Client.
	11. The rights and obligations of the Parties arising from the receipt by the Client of electronic services, the procedure for authenticating and identifying the Client, the procedure for confirming the rights of the Client to receive electronic services, the procedure for performing transactions through the Jusan Investments Application, the grounds for suspension, resumption and termination of electronic services, security procedures for electronic services are regulated by the relevant document of the Broker (Electronic Services Contract, AnnexNo. 19). The Client undertakes to carefully study the above document of the Broker before receiving electronic services from the Broker. The Client bears the risk of any use or results of using data for his/her identification and authentication in the Jusan Investments Application by third parties, regardless of the reason for which the third party gained access to such information (including, but not limited to: due to fraud or ignorance, due to confluence of circumstances, intentionally or accidentally, as a result of legal/illegal actions of third parties, due to the availability of information due to hacking of computer (Internet) networks, wiretapping by third parties, damage to telephone lines or in any other way).
	12. If the Client is unable (for technical or other reasons) to submit a client's order, order or other instruction to the Broker through the Jusan Investments Application, the Client is entitled to use other available methods of providing documents provided for herein. At the same time, the Client is not entitled to make claims to the Broker due to the inability to submit a client's order, order or other instruction to the Broker.
1. PROCEDURE FOR NOMINAL HOLDING
	1. As part of the implementation of nominal holding, the Broker provides the Client with the services specified in sub-clause. 2.2.3. of clause 2.2. hereof.
	2. Transactions with financial instruments in the accounting system of nominal holding are registered by the Broker by appropriate operations on the Client's personal account. All operations on the Client's personal account are executed based on the Order (Annex No. 10).
	3. If the Client submits an Order for the transfer of financial instruments (Annex No. 11) and (or) money to third-party accounts, the Client undertakes to submit to the Broker an entitling document that is the basis for such transfer (purchase and sale contract, gift agreement, certificate of inheritance, etc.). The entitling document can be submitted in the form of a notarized copy or a copy with the original provided to the responsible employee of the Broker for comparison of copies for compliance with the original entitling documents.
	4. When submitting an Order for encumbrance of financial instruments (Annex No. 12), the Client is obliged to provide the Broker with a notarized copy of the pledge agreement or a copy with the original pledge agreement provided to the responsible employee of the Broker for comparison of the copy for compliance with the original of entitling documents.
	5. The release of encumbrance from financial instruments is carried out by the Broker based on counter Orders of the participants in the transaction
	6. All remuneration, income from sales and other receipts of a different nature in monetary terms related to the Client's rights to financial instruments transferred to nominal holding under the Contract belong to the Client. At the same time, the Broker registers the receipt of remuneration and other receipts due to the Client on financial instruments transferred to the nominal holding of the Broker to the Client's personal account.
	7. Upon receipt of remuneration and (or) repayment of the principal on the Client's financial instruments, the Broker notifies the Client of this no later than 3 (three) business days from the date of receipt of the amount of remuneration and (or) principal to the Client's personal account in accordance with Annex No. 21.
	8. The Client is entitled to transfer money on the Client's personal account with the Broker by submitting the Order. The order for money transfer (Annex No. 9) must be submitted by the Client to the Broker no later than 02:00 pm Astana time for the operation to be carried out on the same day. No order is required to transfer money from the Client's account opened with Central Securities Depository JSC or with a servicing Third-party organization to the Client's account opened with another Third-party organization for the purpose of executing the Client's Order for a transaction and/or for the purpose of executing Client's request for the purchase of units of mutual investment funds, the management company of which is the Broker. Transfer of money by the Broker according to the Order is made only in cases of sufficiency of money on the personal account of the Client.
	9. The Client is entitled to transfer financial instruments to his/her account opened with another nominal holder, donate financial instruments to the client of Jusan Invest JSC or carry out another operation on the personal account by submitting the appropriate Order no later than 04:00 pm Astana time to carry out the operation on the current day. The order submitted after the specified time is subject to execution by the Broker on the next business day.
	10. Confirmation of the Client's rights on securities held in nominal holding by the Broker:

Confirmation of the rights of the Clients on securities held in nominal holding by the Broker is the Personal account statement.

* + 1. The Broker provides the Client with the Personal account statement on a monthly basis or upon a separate request of the Client.
		2. The Personal account statement contains the following:
1. personal account number;
2. name of the legal entity (last name, first name, patronymic of an individual, if any) of the Client - security bolder;
3. number and date of state registration (re-registration) of the Client - a legal entity; name and details of the identity document of the Client - an individual);
4. name of the issuer of securities and its location or the name of the unit investment fund, as well as the name of the management company of this fund and its location;
5. types and identification numbers of securities or other identifiers of financial instruments;
6. bond expiry date (Islamic securities);
7. total number of securities (information on the rights of claim under the issuer's obligations under issuance securities) of a certain type, indicating the number of encumbered and (or) restricted and (or) transferred in repo, registered on the personal account as of the date and time of the statement;
8. name of the Broker, nominee holder, number of the Broker's license to carry out professional activities in the securities market, its legal address (location), telephone number;
9. the time and date as of which the Personal account statement was generated.
	* 1. The Personal account statement is signed by the head of the structural unit of the nominee holder or by a replacing person, carrying out information operations in accordance with the Regulations, certified by the Broker's seal (if any) and may contain additional information provided for by the Regulations.
		2. Drawing up a Personal account statement is also allowed in the form of an electronic document using information systems, in accordance with the legislation of the RoK on electronic document and electronic digital signature.
10. RIGHTS AND OBLIGATIONS OF THE PARTIES
	1. **The Client is obliged to:**
		1. pay all expenses of the Broker related to the implementation of this Contract, as well as the Broker's fee in the manner and on the terms determined hereby;
		2. in case of non-execution or improper execution by the Broker of a transaction to third parties (Exchange, Central Securities Depository, Third-party organizations, etc.) through the fault of the Client, pay within three business days from the date of receipt of the notification from the Broker of the accrued amount of the penalty (penalties, fines), collected by third parties from the Broker for such non-execution or improper execution of the transaction;
		3. submit Client orders for the purchase/sale of financial instruments within the balance of money/financial instruments on the personal account with the Broker;
		4. ensure that the financial instruments presented to the Broker in accordance with this Contract are free from any payment, pledge, encumbrance or lien;
		5. in case of cancellation of the Client's order before its execution by the Broker, pay the expenses actually incurred by the Broker;
		6. when changing the list of persons authorized on behalf of the Client, sign the documents related to the execution of this Contract no later than 1 (one) business day following the day the list was changed, provide the Broker with an order to change information about the Client and a document with notarized sample signatures of representatives of the Client (legal entity) in accordance with Annex No. 3, a copy of the identity card of the Client (individual). The order to change information about the Client is provided by the Client in the form, in accordance with Annex No. 5 hereto;
		7. immediately, but in any case, no later than 3 (three) calendar days from the date of the change, notify the Broker in writing about the change in the data provided at the conclusion of the Contract;
		8. timely submit all necessary documents for transactions with assets and transactions on a personal account;
		9. provide the Broker with documents establishing tax residence upon conclusion of this Contract;
		10. provide the Broker with the information and documents necessary for the performance of its obligations under sub-clauses 6.4.6. hereof, including information on the Beneficial Owners;
		11. immediately provide information on the seizure by the courts, inquiry, investigation or enforcement bodies in criminal and civil cases and cases of enforcement proceedings in their proceedings, on property belonging to the Client. The Client reimburses the Broker for losses (fines) incurred by the Broker to third parties, including the Exchange due to non-fulfillment, untimely fulfillment of this obligation in full (amount). The Client is solely responsible for the completeness, accuracy, reliability and relevance of the information provided under the specified obligation of the Client;
		12. when granting access to the use of the Jusan Investments Application to his/her minor child (children) in accordance with clause 6.2.5. hereof: exercise full control over operations/transactions initiated by the Client's child (children) and be responsible for the results of such operations/transactions; take measures to prevent operations/transactions initiated by the child (children) of the Client, which may lead to violation of the norms of the legislation of the RoK or other norms of business practice in the securities market; be responsible for all operations/transactions initiated by the Client's child (children) as for its own operations/transactions; familiarize the child (children) with the rules for using the Jusan Investments Application; educate and take measures to prepare the child (children) of the Client for the implementation of operations/transactions for the purchase or sale of financial instruments; take other measures aimed at protecting the rights and interests of the child (children) in connection with ongoing operations/transactions.
		13. perform other duties stipulated by the legislation of the RoK.
	2. The Client is entitled to:
		1. receive information from the Broker about the status of its personal account, about the execution of Client orders;
		2. submit Orders for debiting and crediting financial instruments (Annex No. 11), as well as an order for the conversion of funds/securities (Annex No. 13) drawn up in the form established by the Broker.
		3. submit Client's orders/Orders through an authorized person;
		4. require the Broker to fulfill the obligations stipulated by this Contract;
		5. provide access to the use of the Jusan Investments Application to its child (children) in order to initiate transactions for the purchase or sale of financial instruments, in accordance with the procedure and terms described in the instructions for using the Jusan Investments Application;
		6. give financial instruments through the Jusan Investments mobile application to the clients of Jusan Invest JSC, on the terms and in the manner specified by the Broker in internal documents;
		7. enjoy other rights provided for by the legislation of the RoK.
	3. The Broker is obliged to:
		1. open a personal account for the Client in the manner and on the terms provided for in this Contract. If the Client expresses a desire to provide access to the use of the Jusan Investments Application to its child (children), provide such access in accordance with the procedure and terms described in the instructions for using the Jusan Investments Application;
		2. execute the Client orders accepted for execution in compliance with the terms specified in the Client orders;
		3. provide the Client with a report on executed/non-executed transactions in accordance with this Contract;
		4. in case of receiving income from the Client's financial instruments, immediately credit the income to the Client's account and notify the Client within three business days;
		5. Within three business days from the date of receipt of the Order for withdrawal/conversion of funds, pay/convert the Client's money to the specified details of the latter. At the same time, the period for withdrawing/converting the Client's money may be extended depending on the regulations of the second-tier serving banks, and the Broker is not responsible for late execution of the order;
		6. inform the Client, upon its request, about the progress of the execution of the Client's order;
		7. carry out transactions with financial instruments and money of the Client only in accordance with the relevant Orders of the Client;
		8. not to accept the Order for execution in cases stipulated by this Contract and/or the legislation of the RoK;
		9. store information contained in the accounting system of nominal holding on the Client's personal account;
		10. inform the Authorized body about a transaction with financial instruments made in accordance with this Contract and in respect of which restrictions and special terms are established by the legislation of the RoK no later than the day following the day of conclusion of such a transaction;
		11. at the first request of the Client, within 2 (two) business days from the date of receipt of the request, submit for review:
11. financial statements for the last reporting period;
12. information on the level of compliance with prudential standards;
13. decisions of the self-regulatory organization and (or) the bidding process organizer, taken in relation to the Broker, its employees during the last twelve consecutive calendar months;
14. regulatory legal acts regulating the implementation of brokerage, as well as the terms and procedure for registering transactions with financial instruments, internal documents of the broker.

The Broker does not refuse to provide the Client with copies of the documents specified above and charges the Client for providing copies in an amount not exceeding the cost of their production.

* + 1. The Broker, on the day the grounds for notifying the Client of the following events arise, posts information about them on the Broker's website or sends a written notification to the Client:
1. on sanctions, except for administrative penalties applied by the authorized body to the Broker during the last 12 (twelve) consecutive calendar months. For sanctions in the form of an administrative penalty, information is provided on the imposition of an administrative penalty on the Broker for the last 12 (twelve) consecutive calendar months from the date of the end of the execution of the decision to impose an administrative penalty.
2. on restrictions and special terms established by the legislation of the RoK in relation to transactions with financial instruments that are supposed to be concluded (concluded) in accordance with a brokerage agreement;
3. about the possibility and facts of a conflict of interest;
	* 1. in case of suspension of the license, the Broker is obliged, within 2 (two) business days from the date of receipt of the notification from the Authorized body, to inform the Client by sending an individual notification and placing ads in places easily accessible to Clients (in the premises of the headquarters, as well as on the Broker's website);
		2. in case of the license revocation, the Broker within 2 (two) business days from the date of receipt of the notification from the Authorized body informs the Client by sending an individual notification of the Contract termination due to the license revocation;
		3. refuse the Client to establish business relations, as well as to conduct a transaction if it is impossible to take the following measures:
			+ recording the information necessary to identify an individual: data of an identity document, an individual identification number (except for cases when an individual has not been assigned an individual identification number in accordance with the legislation of the RoK), as well as a legal address;
			+ recording the information necessary to identify a legal entity (branch, representative office): data of a certificate of state (account) registration (re-registration) of a legal entity (branch, representative office), business identification number (except for cases when a legal entity has not been assigned a business identification number in accordance with the legislation of the RoK) or the number under which a non-resident legal entity is registered in a foreign state, as well as the location address;
			+ establishing the intended purpose and nature of the business relationship;
		4. Not later than one business day from the date of receipt of information that the authorized body has included the Client in the list of organizations and persons related to the financing of terrorism and extremism:
			+ restrict securities in the nominal holding accounting system on the personal accounts of such an organization or individual, as well as on the personal accounts of the Client, the beneficial owner of which is such an individual;
			+ refuse to conduct other transactions with money and (or) other property performed by such an organization or individual, or in their favor, as well as by the Client, whose beneficial owner is such an individual, or in its favor.
		5. Transactions with securities in the system of registration of nominal holding on personal accounts, as well as other transactions with money and (or) other property of such Clients are registered by the Broker on the basis of a court decision, collection orders of the state revenue authority, resolutions of the state revenue authority on foreclosure on restricted property, as well as after exclusion of the Client from the above list in the manner prescribed by the legislation of the RoK.
	1. The Broker is entitled to:
		1. refuse to accept the Client order\Order for execution, in case of non-compliance with the requirements for its execution or if it is provided contrary to the terms hereof;
		2. in case of failure to submit the originals of Client orders/Orders in accordance with clause 4.4. hereof, suspend subsequent operations of the Client until the receipt of the original of the previous order;
		3. suspend the Client's operations if the Client does not fulfill its obligations to pay for the services established by this Contract;
		4. if there are no financial instruments and/or money on the Client's personal account during the last 12 (twelve) months, close the Client's personal account without an order to close it and send the Client a notice of closing the account in accordance with Annex No. 22. At the same time, if the Client has notified the Broker that it is planned to carry out operations on the personal account, the Client's account is not closed and the account is maintained for the next 12 months. In cases where there is a debt to the Broker, the accounts may be kept until the full repayment of this debt,
		5. terminate business relations with the Client if it is impossible to take the following

measures:

* + - * verifying the accuracy and updating information about the Client (its representative) and the

Beneficial owner;

* + - * emergence of suspicions in the process of studying transactions performed by the Client that business relations are used by the Client for the purpose of legalizing (laundering) proceeds from crime or financing terrorism;
		1. require the Client (its representative) to provide information and documents necessary to identify the Client (its representative), identify the Beneficial owner, as well as fill out the Questionnaires (Annex No. 4), provide information on the type of activity and the source of financing of the operations performed;
		2. if the issuer conducts a mandatory corporate event for securities owned by the Client: split, consolidation of securities (reverse split) and other events, the Broker is entitled to execute a corporate event without a corresponding order from the Client, if the Client is owed a fractional number of securities, the crediting of which to the Client's sub-account is impossible, the Broker is entitled to sell a fractional part of the security, without receiving a corresponding order from the Client for sale. The money from the sale of this fractional part of the security is credited by the Broker to the Client's sub-account. At the same time, the Client is not entitled to make claims against the Broker regarding the conditions, terms, sale price of the fractional part of the security, because such sale is carried out by the Broker solely for the purpose of proper allocation.
		3. if the Broker gives securities and/or other financial instruments to Clients for marketing purposes, the Broker is entitled to transfer such securities and/or financial instruments without the Client providing the necessary order or client order. At the same time, the Client is not entitled to make claims against the Broker regarding the conditions, terms, price and other parameters of the security and/or financial instrument.
		4. When the Client credits funds to its Personal account through second-tier banks, payment terminals or other payment services, credit funds within 3 (three) days from the moment they are received to the Broker's bank account, to account for client money.
		5. The Broker is entitled to independently determine the places of storage of financial instruments in order to ensure the execution of the Client's order and/or to ensure the observance of other interests of the Client.
		6. display the aggregate total balance of financial instruments by currency on the Client's personal account without specifying the storage locations.
		7. exercise other rights provided for by the legislation of the RoK.
	1. BROKER'S FEE AND SETTLEMENT PROCEDURE
	2. The amount of the Broker's fee is calculated according to the approved rates of the Broker. The rates are set by the Broker's executive body and may change during the term of the Contract. The Broker undertakes to notify the Client about the change in rates no later than 15 (fifteen) calendar days before the new rates come into effect by sending a written notice and/or posting this information on the Broker's website. In case of disagreement with the change in rates, the Client is obliged to immediately notify the Broker about this by sending the Broker a written notice of the Contract termination. Failure by the Client to submit such notification within 10 (ten) calendar days from the date of notification of the changes made means that the Client fully agrees with the changed rates.
	3. The Broker's fee can be withheld by the Broker from the bank and (or) personal account of the Client independently without issuing invoices to the Client for payment. At the same time, the Client gives its irrevocable consent to the Broker for the withdrawal (write-off) of the amount of money in the amount of the existing debt to the Broker, including the withdrawal (write-off) of third-party commission amounts, by direct debiting the bank and (or) personal account of the Client in any currency. In case of withdrawal (write-off) of money in foreign currency, the withdrawal (write-off) of foreign currency is made by the Broker with conversion into the debt currency (tenge) at the rate set by the Third party on the date

of the corresponding conversion, with deduction from the Client of all commissions associated with such conversion. For the purposes of this clause, it is not required to receive an order to convert funds/securities from the Client.

* 1. The total amount of the Broker's fee may be increased by the amount of tax and other necessary payments required in accordance with tax legislation.
	2. The Client's settlements with the Broker for the execution of the Client's orders are carried out in accordance with the notification of the execution of the Client's order. The Broker is entitled to withhold the amount of its fee, as well as the cost of third-party services for the execution of this Contract and the Client orders and Client instructions submitted on its basis, from the amount of money received as a result of the execution of Client orders/instructions, as well as the money held on personal account of the Client and/or received on the personal account of the Client.
	3. The Client pays for the services of the bidding process organizer, the Central Securities Depository, third-party organizations, clearing organizations for accounting and storage of the Client's assets and banks for replenishment of accounts and transfers, in accordance with the established rates. The Broker writes off the specified commissions from the Client's personal account, as well as the Broker's fee within 10 (ten) business days after the end of the month in which the services were rendered.
	4. If the transaction is concluded in respect of financial instruments circulating on the Exchange, the Client pays to the Broker:
1. Broker's fee;
2. exchange fee according to the exchange certificate;
3. services of the Central Securities Depository upon the provision of services;
4. bank charges related to the transfer of money.
	1. If the transaction is concluded in respect of financial instruments circulating on international markets, the Client pays to the Broker:
5. Broker's fee in accordance with Annex No. 18 hereto;
6. fee of Third parties upon the fact;
7. fee of international Third-party organizations, depositaries in fact;
8. other transaction costs (conversion, transfer, etc.) in fact.
	1. The Client agrees and confirms the right of the Broker to withdraw the amounts of fee due to it and the cost of services of third parties for the execution of this Contract and the Orders submitted on its basis from the Client's personal account and credit them to the Broker's account. In case of insufficient money on the personal account, the Client pays the Broker's fee and makes other payments in accordance with this Contract from its bank account and (or) replenishes the Broker's personal account.
	2. As agreed by the parties, the Client independently pays the Broker's fee and reimburses the cost of third-party services for the execution of this Contract and the Client orders and instructions submitted on its basis within 3 (three) business days after the invoice is issued.
	3. The Broker's reports on the collected fee are provided to the Client on the basis of its written application/request.
	4. The Client pays the overhead expenses of the Broker previously agreed with it, documented, aimed at making a transaction. The Client may make an advance payment for the overhead expenses agreed with the Broker.
	5. LIABILITY OF THE PARTIES
	6. For non-fulfillment and (or) improper fulfillment of obligations hereunder, the Parties shall be liable in accordance with the legislation of the RoK and this Contract.
	7. The Customer fulfills the obligation to make tax payments and other necessary payments to the budget independently.
	8. In case of non-payment or late payment of money in accordance with this Contract, the guilty party shall pay a penalty in the amount of 0.1 (zero point one) percent of the amount of overdue payments for each day of delay.
	9. In case of late transfer of financial instruments in accordance with the Contract, the guilty party shall pay a penalty in the amount of 0.1 (zero point one) percent of the value of financial instruments for each day of delay.
	10. In case of non-execution of a transaction (operation) due to the fault of the Client, the Client shall pay the Broker a fine in the amount of 10 (ten) percent of the total amount of the incomplete transaction, as well as all penalties established by the internal documents of the bidding process organizer, the commodity exchange for disrupting the operation. The Broker is entitled to withdraw the amounts of fines paid by the Broker or expected to be paid by the Broker by

debiting the relevant amounts from the Client's personal account and (or) any other account of the Client and crediting them to the Broker's account, in the manner prescribed by the legislation of the RoK.

* 1. In case of non-execution or improper execution of a transaction by the Broker to third parties (Exchange, Central Depository, etc.) due to the fault of the Client, payment of the penalty (penalties, fines) accrued by third parties to the Broker for such non-execution or improper execution is made by the Client.
	2. The Broker shall not be liable to the Client for the actions or omissions of the issuers of financial instruments, as well as any third parties. The Broker is not liable to the Client for the actions or omissions of third parties servicing or participating in transactions on Client orders, as well as executing or participating in their execution.
	3. The Broker is not liable to the Client for losses caused by the Client's failure to perform or improper performance of its obligations hereunder, including those related to the Client's failure to notify/untimely notification of the Broker about changes in its personal data (bank details, contact details, validity powers of authorized persons, etc.).
	4. All analytical reports, recommendations and messages are for informational purposes only. The Client, at his own risk and under his own responsibility, uses the analytical reports, recommendations and messages received from the Broker.
	5. The Parties are released from liability for non-performance of obligations if the non-performance is caused by force majeure circumstances (Force Majeure), which include: fires, floods, earthquakes, wars (declared and not declared), epidemics and quarantine regimes, uprisings, strikes, civil wars or unrest, inability of the banking system of Kazakhstan to properly process payments made under this Contract, the introduction of a moratorium by the legislation of the RoK, the adoption of laws, resolutions, decisions and other acts of authorized state bodies and the Exchange, directly or indirectly prohibiting the types of activities specified herein and other circumstances that cannot be managed by reasonable means by the Party declaring them. In this case, the fulfillment of obligations hereunder is suspended for the period of force majeure.
	6. The Party whose performance of obligations is hindered due to a force majeure event must, within five calendar days from the date of occurrence of the event, notify the other Party. Otherwise, the Party loses the right to refer to the circumstances specified in clause 8.10. hereof.
	7. Confirmation of the occurrence and termination of Force Majeure is a document issued (issued, accepted) by the relevant authorities (organizations), except for well-known facts that do not require formal confirmation.
	8. If the Force Majeure lasts more than one month, the Parties have the right to refuse further performance of obligations hereunder. In this case, neither Party has the right to demand compensation for any losses from the other Party.
	9. The Broker is not liable for any damage caused to the Client, unless such damage is caused by the Broker's failure to comply with the terms hereof and the requirements of the law governing the Broker's activities.
	10. Refusal to conduct, as well as suspension of operations in accordance with clauses 6.3.16 and 6.4.5 of the Contract are not grounds for the Broker's civil liability for violation of the terms of the relevant agreements (obligations).
	11. Neither the Broker nor affiliated persons of the Broker shall be liable for the malfunction of the Jusan Investments Application due to the fault of third parties and/or due to failures in the computer network or poor-quality or weak Internet connection on the Client's side, as a result of which the Client's electronic documents cannot be received and performed by Broker.
	12. AMENDMENTS AND ADDITIONS, TERMINATION OF THE CONTRACT
	13. The Contract comes into force from the date of acceptance by the Broker of the Declaration/Consent. All documents specified in the Declaration/Consent must be provided by the Client before the Contract comes into force.

The Contract was concluded for an indefinite period.

* 1. Amendment and (or) addition to the terms hereof, including the rates, may be carried out by the Broker unilaterally. Information about this is brought to the attention of the Client by sending an appropriate notice to the Client’s e-mail address and (or) posting such amendments and (or) additions on the Broker’s website [www.jusaninvest.kz](http://www.jusaninvest.kz/) no later than 15 (fifteen) calendar days before the date of entry into force of such amendments and (or) additions. If after 10 (ten) calendar days from the date of

sending the said notification and (or) posting such amendments on the website, the Broker does not receive a written refusal from the Client to continue relations under the Contract in connection with the introduction of amendments and (or) additions, the Parties agree that this Contract continues to be valid on the amended terms.

* 1. If the Broker receives a refusal to continue relations under the Contract in connection with the introduction of amendments and (or) additions to it, the Contract shall terminate.
	2. The Contract may also be terminated on the following grounds:
* at the initiative of one of the Parties by written notice to the other Party at least 30 (thirty) calendar days before the expected date of termination;
* as agreed by the Parties;
* in case of suspension or revocation of the Broker's license to carry out brokerage activities;
* Broker liquidation;
* due to force majeure circumstances in accordance with the terms of this Contract;
* Based on an order to close a personal account;
* in the absence of transactions and operations with the Client's assets on the personal account within 12 (twelve) months in the absence of balances of financial instruments and/or money on the Client's personal account.

If, at the time of termination of this Contract, financial instruments and money belonging to the Client remain on the Client's accounts, the Broker is obliged to return them to the Client within three business days from the date of termination of this Contract (including the date of termination) using the details specified in the Contract or provided for these purposes, by the Client to other details specified by it in the relevant written application.

* 1. The Contract may be terminated at the request of one of the Parties, by a court decision only in case of a material breach of the Contract by the other Party.

If at the time of termination of this Contract on the grounds specified in this paragraph, the Client’s personal account will contain financial instruments and (or) money belonging to the Client, they are transferred to the details specified by the Client within 5 (five) business days from the date the Broker receives the relevant order from the Client.

* 1. All costs associated with the return or transfer of money and (or) financial instruments are at the expense of the Client.
	2. CONFIDENTIALITY

10.1 The Broker undertakes to maintain the confidentiality of information, including information about the Client, as well as the confidentiality of information received from the Client, except for the cases established by this Contract and the legislation of the RoK.

10.2. For violation of the terms of the Confidentiality Contract, the Broker compensates the Client for the damage caused voluntarily (subject to agreement with the amount of damage) or in court, and also pays a penalty (fine) in the amount of 200 (two hundred) monthly calculation indices, based on the MCI established for the current financial year.

* 1. DISPUTE RESOLUTION PROCEDURES
	2. Disputes and disagreements that may arise during the execution of this Contract shall be resolved in court in accordance with the current legislation of the RoK.
	3. This Contract is governed by the legislation of the RoK.
	4. FINAL PROVISIONS
	5. This Contract is drawn up in Russian and the state language and is posted on the Broker's website: [www.jusaninvest.kz](http://www.jusaninvest.kz/)
	6. By joining the Contract by signing the Declaration/ Consent to it, the Client expresses full agreement with all its conditions. The number assigned to the Declaration/Consent of the Client by the Broker will be the number of this Contract.
	7. After accession to this Contract, the previously valid agreements for brokerage services concluded between the Client and the Broker become invalid on the date of accession to this Contract.
	8. By signing the Declaration/Consent, the Client also indicates that it is familiar with the Broker's internal documents regulating brokerage activities.
	9. DETAILS

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| --- | --- |
| **BROKER** | **CLIENT** |
| Certificate of state re-registration dated May 31, 2021, issued by Non-Commercial Joint-stock Company Government for Citizens State Corporation, Nur-SultanBIN 041240002875Legal address:70 Syganak St., Nur-Sultan, actual address:70 Syganak St., Nur-Sultan, tel. (7172) 644 000E-mail address: info@jusaninvest.comBank details:IIC KZ05998BTB0001326083with First Heartland Jusan Bank JSCBIC TSESKZKABeneficiary Code 15Details for money transfer:IIC KZ067660000283161501with Central Securities Depository JSC, BIC CEDUKZKABIN 041240002875Beneficiary Code 15 | ID card No. dated issued byIINRegistration address: RoK,Actual address:RoK,tel. +7E-mail address:Bank details: IICin BICBeneficiary Code |
|  /  | / **Full name** |