

# AIX BOOK-BUILDING SERVICE AGREEMENT

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This Book-Building Service Agreement (this "**Agreement**") dated the day of submission of the Application for Book-Building is made by and between

## **PARTIES**

**Lead Manager/Bookrunner** duly submitted the Application for Book-Building

**Astana International Exchange Limited** (the "**AIX**")

**Astana International Exchange Central Securities Depository Limited** (the "**AIX CSD**")

## **IT IS AGREED:**

### **1 Purpose**

This Agreement sets out the terms and conditions governing the provision of access to and the use of the AIX trading platform by the Lead Manager/Bookrunner (the "**AIX ME**") operated by the AIX to perform book-building services for issuers of securities.

This Agreement must be read in conjunction with the AIX Market Notice on Book-Building prepared and published by AIX based on the information provided by the Lead Manager/Bookrunner (the "**MN**"), which shall form an integral part of this Agreement.

For the purposes of this Agreement, the Lead Manager/Bookrunner is referred to herein as "**LM**".

In this Agreement, references to "**AIX**" shall mean AIX and AIX CSD, collectively, unless the context requires otherwise.

By submitting the Application for Book-Building which forms an integral part of this Agreement, the Lead Manager/Bookrunner adheres to this Agreement and agrees to the terms set out herein.

Both the LM and the AIX are also referred to herein individually as a "**Party**" and together as the "**Parties**".

In this Agreement, unless otherwise stated, a reference to:

- (a) a paragraph or an Annex is to a paragraph of or Annex to this Agreement;
- (b) the singular includes the plural (and vice versa) and a gender includes every gender;
- (c) a statutory provision includes that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Agreement;
- (d) a Party includes its permitted assignees, successors in title or personal representatives; and
- (e) this Agreement or any part of this Agreement or any other document is to this Agreement, that part or that document as in force for the time being and as amended from time to time in accordance with its terms or with the agreement of the relevant parties.

The headings are for convenience only and do not affect interpretation.

The words "**other**", "**include**", "**including**" and "**in particular**" (or any similar words or expression) shall be deemed to be followed by "without limitation" where not so followed. In this

Agreement, capitalized terms and expressions used herein, unless otherwise defined in this Agreement or the context provides otherwise, shall have the meaning given to them in the AIX Business Rules and regulations (as applicable), and the following meaning:

**Astana International Exchange Central Securities Depository (AIX CSD)** is a private company operating a clearing house.

**AIX Business Rules** means the AIX Business Rules officially published on the AIX website and other Rules as contained in the AIX Business Rules, in each case as in force from time to time and expressions defined in the AIX Business Rules have the same meaning when used herein.

**Applicable Data Protection Law** means the AIFC Data Protection Regulations and any law or regulation in any jurisdiction applicable to a Party relating to data protection together in each case with any transposing, implementing or supplemental legislation.

**Book-building** is a systematic process of generating, capturing, and recording investor demand for securities during various issuance processes (including secondary offers), in each case to support efficient price discovery.

**Business Day** is a day (other than a Saturday or Sunday or a Kazakhstani public holiday) when commercial banks are open for ordinary banking business in Astana.

**Cancel** is in the case of an Order, any action to remove the Order from the Order Book.

**Circular** is a communication issued to the Members by AIX, labeled “Circular” and delivered by email to the address notified by such Members to AIX, or posted on the AIX website.

**Controlling Shareholder** means any Person, or Persons acting jointly by agreement, whether formal or otherwise, who is: (a) entitled to exercise, or control the exercise of, 25 per cent or more of the voting rights at a general meeting of the LM or Issuer; or (b) able to control the appointment of one or more directors of the LM or Issuer who are able to exercise a majority of the votes at board meetings of the LM or Issuer.

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

**Offer of Securities** is a communication to any person in any form or by any means, presenting information on the terms of the offer and Securities offered, so as to enable an investor to decide whether or not to buy or subscribe to those Securities.

**Order** is a request transmitted to the Order Book by or through a Member for the purchase or sale of any given admitted security.

**Member or Trading Member** is a person who has entered into a trading member agreement with the AIX in the form provided by the AIX which agreement is in full force and effect.

**Issuer** is an entity indicated in the Application for Book-Building by the LM.

**Person** has the meaning set out in the AIFC Glossary.

**Sanctions** mean all applicable economic or financial sanctions, or trade embargoes or restrictive measures including any sanctions laws, regulations, acts enforced or imposed, enacted, administered by the United Nations Security Council, governmental bodies with regulatory authority of the European Union, the United Kingdom (including, but not limited to, through HM’s Treasury), the United States (including, but not limited to, through the United

States Office of Foreign Assets Control (OFAC)), the Republic of Kazakhstan or any other similar authority in other jurisdictions enacting restrictive measures, in each case, to the extent these measures are applicable.

**Sanctions Event** means:

- i. LM, its Controlling Shareholder (up to the beneficial owner) or any member of the LM's Group, or any director of any member of the LM's Group, has been designated by Sanctions; and/or
- ii. any transactions or other activity in or referencing, the securities (including debt securities) of the LM, its Controlling Shareholder (up to the beneficial owner) or any member of the LM's Group, are restricted by or is otherwise a subject of Sanctions;
- iii. Issuer, its Controlling Shareholder (up to the beneficial owner) or any member of the Issuer's Group, or any director of any member of the Issuer's Group, has been designated by Sanctions; and/or
- iv. any announcement is made by the respective authority that it intends to implement any Sanctions that would, once implemented, give rise to any of the circumstances described in (i), (ii) or (iii) above.

**Trading Day** is a day on which the AIX Market is open for trading determined by the AIX and published by Circular, and **Trading Days** shall be construed accordingly.

**USD** is the lawful currency of the United States of America.

**KZT** is an abbreviation for the Kazakhstani tenge, the currency of Kazakhstan.

## 2 Book-building process Guidelines

2.1 By signing of the Application for Book-Building, the LM accepts the terms of this Agreement and undertake that all necessary regulatory approvals were received prior to conducting the Book-building on the AIX.

2.2 No changes to the characteristics of the instrument as per the Application for Book-Building nor the agreed timeline for the Book-Building process shall be accepted by the AIX after the Application for Book-Building has been submitted without written consent of the AIX and notifying of changes at least two (2) Trading Days prior to the start of the Book-building process.

2.3 Prior to conducting the Book-building procedure, and unless this is clearly specified in the approved Prospectus, the LM shall provide the AIX with an official statement from the Issuer of the Securities confirming that the LM is appointed as such by the Issuer.

2.4 The AIX provides the LM with the right to use the AIX ME Book-building segment to conduct the Book-building phase of the Offer of Securities that may or may not be included in the Official List maintained by the AIX under the AIX Rules.

2.5 The Book-building process is performed on a dedicated segment of the AIX ME, to which only Members can be granted access.

2.6 Based on the information provided by the LM, the AIX will set up the Securities on the Book-Building segment of the AIX ME and in the post-trade system.

2.7 If requested by the LM, two books may be run in parallel. The first one for regular orders with a price and quantity at which an investor is willing to bid for the offering. The second book, named the “at strike” book, will only accept bids denominated in monetary value designating the number of securities that an investor is willing to invest in at the price defined by the LM upon closing the book. At the end of the book-building session, both books will be sent to the LM and the LM will send a consolidated book to the AIX for allocation purposes.

2.8 The AIX will configure Members on the Book-building segment of its trading platform. Members will be restricted to enter buy orders only.

2.9 The LM shall decide whether or not a mid-point price will be disclosed to the Members. If not, then the LM should provide a price range within which orders should be submitted. Both the mid-point price and/or the price range will be communicated to the Members.

2.10 The LM shall to the extent possible procure that the Members shall enter buy orders as they receive them from their customers or for their own account. Orders should be entered with a “Good ’til Cancel”<sup>1</sup> (“**GTC**”) attributes so that they are carried over throughout the duration of the Book-building process.

2.11 Securities going through Book-building will display the “IPO” label in the “Board” column in order to be distinguished from the other Securities listed on the AIX ME.

2.12 At the end of each Trading Day, the AIX will provide the LM with the end-of-day Order Book through a secured channel indicated in the Application for Book-Building.

2.13 On the final day of the Book-building period, the LM will receive the full Order Book, which will include all the orders for the whole Book-building period.

2.14 The Parties shall comply, and the LM shall to the extent possible procure the compliance of the Members, with the operation workflow set out in the Application for Book-Building.

2.15 Provisions relating to settlement of cash and securities are defined in the MN.

2.16 AIX CSD is solely responsible for the actual allocation of securities at the end of the Book-building process based on the allocation file provided by the LM and transfer of funds to the Issuer (see the Application for Book-Building).

2.17 After receiving the Order Book with amount information of each bid from AIX CSD to LM and in case of a shortfall in funding, the LM and the Issuer are fully responsible for performing the order cancellation guidelines applicable to the Members during the Book-building period.

### **3 Lead Manager/Bookrunner Guidelines**

3.1 The duration of the Book-building can be extended upon LM’s written request to the AIX no later than two (2) Trading Days before the scheduled date for the end of the Book-building, unless it is agreed by Parties. In any case, any extension or change in the timetable should be authorised by the Issuer and be in line with the Prospectus.

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<sup>1</sup> “Good ’til Cancel” Orders – active in the system for up to 90 days.

3.2 If the LM wishes to cancel the procedure before the official end date of the Book-building period or extend the procedure beyond the official end date of the Book-building period, the AIX must be notified in writing at least two (2) Trading Days in advance before the date of commencement of the Book-building process. If the LM fails to give notice within that period, the LM shall pay AIX all the Book-building fees provided for by Annex 3 to this Agreement. In case of extension of the procedure, the LM shall also pay an additional fee provided in Annex 3 to this Agreement. In any case, any extension or change in the timetable should be authorised by the Issuer and be in line with the Prospectus.

#### **4 Indemnity and Exclusion of Liability**

4.1 The LM shall indemnify and hold harmless the AIX and its affiliates, and its and their respective directors, officers, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including reasonable legal fees as incurred) resulting from or arising out of or in connection with: (i) the LM's breach of this Agreement; and (ii) any claim asserted against the AIX by any party for whom the LM acts or purports to act (including, without limitation, any asserted breach of fiduciary duty) in relation to the services provided to the LM in connection with this Agreement. The AIX shall provide the LM with: (i) prompt written notice of each such claim received by the AIX; (ii) reasonable control over the defense and settlement of such claim; and (iii) full information and reasonable assistance to settle or defend any such claim. Notwithstanding the foregoing, the LM shall not settle any such claim without the AIX's prior written approval if such settlement requires AIX to take any action, refrain from taking any action or admit any liability whatsoever.

4.2 Subject to paragraph 4.7, neither the AIX nor any of its affiliates nor any of its or their directors, officers, employees or agents nor any network provider under contract with the AIX, will be liable to the LM or any other party for any losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including legal fees): (i) arising from or related to or in connection with a loss of connectivity to the AIX matching engine or any other systems failure on behalf of the Member or the AIX; (ii) arising from or related to or in connection with, in whole or in part, a failure in the systems and controls of the Member or the AIX governing access to the AIX ME, including but not limited to the unauthorized use of the Member's user account; or (iii) however caused by the use of AIX or by any errors, delays or interruptions in the confirmation of Securities Transactions or information.

4.3 Subject to paragraph 4.7 and without prejudice to paragraphs 4.1, 4.2, 4.4, 4.5 and 4.6, neither the AIX nor any of its affiliates nor any of its or their directors, officers, employees or agents shall be liable to the LM for any losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including legal fees) incurred by the LM which result from or arise out of or are in connection with the LM's negligence or a breach by the LM of the applicable law or terms and conditions of this Agreement.

4.4 Subject to paragraph 4.7, neither the AIX nor its affiliates nor any of its or their directors, officers, employees or agents nor any network provider under contract with AIX will be responsible to any party for any losses, liabilities, judgments, suits, actions, proceedings, claims, penalties, damages or costs (including legal fees) however caused by the use of the AIX or by any errors, delays or interruptions in the transmission or confirmation of Securities Transactions or information, or from the failure of the AIX or any of its affiliates to process or confirm any Securities Transaction initiated by a Member. The LM and the AIX hereby acknowledges that it

has not relied upon any warranty, condition, guarantee or representation made by the other, except in each case as specifically set forth in this Agreement.

4.5 Subject to paragraph 4.7, under no circumstances will the AIX, any of its affiliates or any of its or their directors, officers, employees or agents be liable to the LM or any person for whom the LM act or purports to act for any direct or indirect loss of revenues or profits, loss of goodwill, loss of opportunity, anticipated savings, wasted expenditure, or incidental, special or consequential damages, resulting from or arising out of or in connection with, in whole or in part, the provision of access to the AIX, regardless of whether such losses could have been foreseen or prevented.

4.6 Subject to the implementation of disaster recovery and business continuity measures by both Parties, neither the AIX nor the LM shall be liable for any failure or delay in the performance of any of their respective obligations hereunder due to causes beyond their reasonable control, including but not limited to industrial disputes of any nature, work stoppages, civil disobedience, riots, rebellions, accidents, explosions, acts of God, acts of a public enemy, acts of government, interruptions or imperfections of telecommunications, sabotage, pestilence, terrorism, lightning or electromagnetic disturbances, brown-outs or black-outs, earthquakes, storms, floods, fires or other casualty. During the time that any of the events specified above continue to exist, the obligations of each Party hereunder, other than those affected by the events listed above, shall remain in full force and effect and each Party shall continue to perform such obligations. Notwithstanding anything to the contrary in this paragraph and for the avoidance of doubt, the LM shall at all times be liable for the payment of fees under paragraph 5 (whether or not any of the events specified above exist).

4.7 Nothing in this Agreement shall:

- a) exclude or restrict to an extent prohibited by law any duty or liability the AIX may have to the LM; or
- b) exclude or restrict any claim which can be directly attributable to a Party's willful misconduct or fraud.

4.8 Each Party hereby acknowledges that it has not relied upon any warranty, condition, guarantee or representation made by the other, except as specifically set forth in this Agreement.

4.9 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **5 Fees**

5.1 The AIX and/or the AIX CSD will invoice the LM, where applicable, for, and the LM shall pay to the AIX, the aggregate of all the fees specified in the Annex 3 to this Agreement.

5.2 The fees due to the AIX shall be net of all taxes and duties and, in all cases: (i) the LM shall pay the amount thereof to the AIX in full without any deduction; and (ii), in addition to the fees, the LM will pay any sales, use, goods and services, value added, transfer, property or other taxes, any tax in the nature of withholding tax, and any duty or duties payable in respect of fees or any part thereof and/or the provision of the AIX or otherwise arising in respect of this

Agreement (excluding any taxes imposed on the income of the AIX, capital gains of the AIX, net profits of the AIX or any other similar taxes).

5.3 In order to pay charges and sums due to the AIX, the AIX may require the LM to execute and maintain in force a direct debit mandate in the AIX's favour on a bank account in Kazakhstan. Where the LM fails to pay in accordance with these rules other than in the case where the LM is disputing such charges or sums in good faith, the AIX may suspend or terminate this Agreement with immediate effect, without prejudice to any other action which the AIX may take. The AIX relies on the data submitted to it to calculate charges. Any invoice queries including, without limitation, any request by the LM for repayment of overpaid charges must be made within six (6) months of the end of the month to which the relevant invoice relates. The LM shall not be entitled to query an invoice and/or claim repayment of any overpaid charges after this period.

5.4 If the LM fails to make a payment of fees due to the AIX under this Agreement within the period of 10 days following the date of the relevant invoice, then the LM shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph 5.4 will accrue each day at a rate of 8% per year from time to time. Any interest accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

5.5 Notwithstanding other provisions in this Agreement, if after commencement of the Book-building it was rescheduled for another date, AIX may charge, and the LM shall pay the fees accrued for actually provided Book-building services in amount provided in Annex 3 to this Agreement. If after commencement of the Book-building, it was cancelled the AIX shall charge and the LM shall pay all the fees for Book-building procedure provided in Annex 3 to this Agreement.

## **6 Term and Termination**

6.1 The Parties may terminate this Agreement without cause on giving not less than one (1) month's written notice to the other Party.

6.2 The AIX may terminate this Agreement or suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if the LM fails to comply with any of the conditions set out in the applicable AIFC regulations, including without limitation the AFSA rules and regulations and the AIX Rules, or fails to comply in any material respect with any of its obligations under this Agreement.

6.3 AIX may also terminate this Agreement by providing written notice to the LM effective as of a date to be specified in a written notice of termination, in case of the occurrence of the Sanctions Event.

6.4 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

## **7 Miscellaneous**

7.1 AIX may amend this Agreement unilaterally in any respect at any time by giving written notice to the LM. The Parties may terminate or rescind this Agreement without the consent of Issuers or Members.

7.2 This Agreement shall not be assigned or transferred by the LM, in whole or in part, without the prior written consent of the AIX, provided, that the AIX shall not unreasonably withhold its consent to an assignment of the LM 's rights hereunder to an affiliate of the LM that would fulfil the entry criteria established by the AIX from time to time to allow access to the AIX and that agrees to be bound by the terms and conditions of this Agreement.

7.3 The AIX may assign part or all of its rights, or transfer part or all of its obligations under this Agreement, upon the provision of written notice to the LM, in each case to: (i) any of its affiliates, provided that any such affiliate has regulatory approval, where necessary, and is permitted to provide and operate the AIX ME; or (ii) a successor to substantially all of the AIX's relevant assets or business, or to its corporate successor as a result of any merger, spin-off, consolidation, initial public offering or any similar corporate reorganisation, provided that any such entity has regulatory approval, where necessary, and is permitted to provide and operate the AIX ME.

7.4 Any proposed assignment not in compliance with paragraphs 7.2 and 7.3 shall be null and void.

7.5 The obligations under this Agreement bind and the rights will be enforceable by the Parties and their respective successors and permitted assignees.

7.6 A person who is not a party to this Agreement shall have no rights under Part 10 of the AIFC Contracts Regulations (Rights of Third Parties) to enforce any of its terms.

7.7 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

7.8 Nothing in this Agreement constitutes an obligation for the AIX to continue or support any aspect of the AIX ME system in its current form or previous forms. Accordingly, the AIX may from time to time make additions, deletions or modifications to the AIX ME system.

7.9 This Agreement constitutes the entire and only agreement between the Parties with respect to the matters referred to in it and supersedes all other agreements or arrangements of any kind whether written or oral or express or implied between the Parties in relation to that subject matter (provided that nothing in this paragraph 7.9 shall limit a Party's liability for fraudulent misrepresentation).

7.10 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## 8 Confidentiality

8.1 Each of the Parties shall keep all Confidential Information strictly confidential and shall not: (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (the "**Permitted Purpose**");

or (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this paragraph 8. A Party may disclose Confidential Information to those of its Representatives (as defined below) who need to know such Confidential Information for the Permitted Purpose, provided that: (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this paragraph 8 as if they were a party to this Agreement, and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this paragraph 8.

8.2 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible in the circumstances and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 8, it takes into account to the extent practicable in the circumstances the reasonable requests of the other Party in relation to the content of such disclosure.

8.3 On termination of this Agreement, each Party shall: (a) destroy (to the extent practicable) or return to the other Party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on Confidential Information; (b) erase all Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and (c) certify in writing to the other Party that it has complied with the requirements of this paragraph 8, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this paragraph 8 shall continue to apply to any such documents and materials retained by a recipient Party, subject to paragraph 6 above.

8.4 The provisions of this paragraph 8 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this paragraph 8); (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or (d) the Parties agree in writing is not confidential or may be disclosed.

8.5 For purposes of this paragraph 8: “**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by a Party or its Affiliates to the other Party and that Party's Affiliates after the date of this Agreement in connection with this Agreement, including but not limited to: (a) the existence and terms of this Agreement; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and (c) any information developed by the

Parties in the course of carrying out this Agreement; and “**Representatives**” means, in relation to a Party, its employees, officers, representatives and advisers.

## 9 Personal Data

9.1 This paragraph 9 applies whenever the AIX will have access to any Personal Data that is provided by or made accessible by the LM in connection with this Agreement or any transactions hereunder.

9.2 In the framework of this Agreement, the Parties hereby undertake to respect the regulations in effect applying to the processing of Personal Data and, in particular, the AIFC Data Protection Regulations No. 10 of 2017 (“**DPR**”).

9.3 Whenever the LM provides to the AIX the Personal Data of its clients and other individuals (including, without limitation, shareholders, directors, officers, employees and agents) (the “**LM Personal Data**”) the LM hereby represents and warrants that:

- (i) before such transfer the LM obtained written consent from those respective individuals (including clients) to such transfer of the LM Personal Data to AIX and for the AIX to transfer the LM Personal Data to a third party for its processing; and
- (ii) where required, the LM shall notify the individuals, whose Personal Data was transferred to the AIX, about processing of their Personal Data as stipulated in this paragraph 10.

### 9.4 Personal Data Processing

For the purposes of executing this Agreement, the AIX as Controller collects, maintains, and processes the Personal Data in accordance with the DPR. The LM has been informed by AIX in a clear and intelligible manner about the processing of the Personal Data, the purpose of such processing, the recipients of the Personal Data, and their rights under this Agreement and the DPR.

### 9.5 Personal Data Retention

The LM understands that the AIX will use the Personal Data provided to the AIX only as long as is necessary to comply with the terms and conditions of this Agreement, or to comply with legal or regulatory obligations, including under tax and securities laws. The respective Personal Data shall in any case be withdrawn from the AIX’s systems after 7 (seven) years or 7 (seven) years after the end of this Agreement except for the Personal Data that the AIX is required to keep for longer on the basis of specific legislation or in the event of ongoing litigation for which Personal Data shall be necessary.

### 9.6 International Data Transfers

The LM hereby explicitly permits the AIX to transfer to a third party for the processing of Personal Data provided by the LM as long as is necessary to comply with terms and conditions of this Agreement, or to comply with legal or regulatory obligations, including under tax and securities laws. In this respect, the LM acknowledges that the Personal Data may be transferred, processed, and stored with reputable cloud service providers located in a jurisdiction outside the AIFC.

9.7 In compliance with and subject to the conditions of the DPR, the LM and its clients and respective individuals have the following rights:

#### 9.7.1 Right of access

The LM, its clients and respective individuals shall have the right to ask at any time whether their Personal Data have been collected, over what period of time, and for what purpose.

#### 9.7.2 Right to rectification

The LM, its clients and respective individuals shall have the right to ask that false or incomplete Personal Data be corrected or completed at any time on a simple request.

#### 9.7.3 Right to restriction of processing

The LM, its clients and respective individuals may request that the processing of their Personal Data be limited. This means that the Personal Data in question must be “marked” in the AIX computer system and cannot be used for a certain period of time.

#### 9.7.4 Right to erasure

Subject to the exceptions required by AIFC Laws, the LM, its clients and respective individuals shall have the right to demand that their Personal Data be erased. The AIX is obliged to delete the Personal Data without delay, in particular, if one of the following reasons applies:

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

The right to erasure does not exist insofar as the Personal Data provided by the LM is required for the assertion, exercise, or defense of legal claims of the AIX.

## 10 Governing Law

This Agreement and its enforcement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Acting Law of the AIFC. The Parties consent to the exclusive jurisdiction of the AIFC Court for the purpose of any action or proceeding hereunder. For the purposes of this paragraph, "**Acting Law of the AIFC**" has the same meaning as defined in Article 4 of the Constitutional Statute of the Republic of Kazakhstan on the Astana International Financial Centre Constitutional Statute No. № 438-V ZRK of 7 December 2015.

## 11 Representations of the Lead Manager/Bookrunner

The LM represents and warrants that:

- the information it has provided to the AIX is true, complete and accurate and not misleading. The LM understands that a failure to provide true, complete and accurate information is a breach of the terms of this Agreement. The LM agrees to comply with, and be bound by, the AIX Rules which are, or may be in force, and may be amended from time to time;
- it has the power and authority to execute, deliver and perform this Agreement; and
- it has all necessary rights and licenses to submit the information to the AIX as contemplated herein.

## **12 Survival**

The terms and conditions of paragraphs 4, 7.5, 7.6, 8, 9, 10 and this paragraph 12 shall survive any termination, cancellation, replacement, expiration, modification, rejection or cessation of the effectiveness of this Agreement.

## Annex 1 – Template of the Order Book for the Lead Manager/Bookrunner

Order Date	Order No	Security	Board	Buy Sell	Trading Member Name	Fixed Price	Quantity	Value	Investor account	Investor's Name	Investor's Type	Country	ID number

*\*The AIX can provide reports including the investors' information, if agreed upon in the Book-Building Agreement.*

## Annex 2 – Template of the Order Book from the Lead Manager/Bookrunner

Order Date	Order No	Security	Board	Buy Sell	Trading Member Name	Fixed Price/	Quantity	Value	Satisfied Qty	Satisfied Order Value	Investor account	Investor's Name	Investor's Type	Country	ID Number

## Annex 3 – Fees

Fees are calculated based on the below:

Book-building fees for fixed Book-building period - **USD 1200** per instrument per scenario per Business Day (with 50% discount for the second scenario).

The table below should be used for pricing guidance based on the number of days of book-building and the number of books to be run in parallel. Please contact us separately for a more complex scenario.

Books Day(s)	1	2	3	4	TOTAL
1	1200	600	300	150	2250
2	1800	900	450	225	3375
3	2400	1200	600	300	4500
4	3000	1500	750	375	5625
5	3600	1800	900	450	6750
6	5000	2500	1250	625	9375
7	6000	3000	1500	750	11250
8	7000	3500	1750	875	13125
9	8000	4000	2000	1000	15000
10	9000	4500	2250	1125	16875

Allocation fees - **USD 6000** per instrument (with 50% discount for the second instrument). This fee is charged in addition to the above Book-building fee.

In case of the book-building process's cancellation, the book-building fees must still be paid.

The cost of services by residents of the Republic of Kazakhstan shall be paid in KZT with recalculation at the current rate of the US dollar to tenge established by the National Bank of the Republic of Kazakhstan on the day of invoice for payment services or act of acceptance, whichever is earlier.