

*Approved by
the Management Board of Jusan Bank JSC
Minutes No. 67-23 dated June 16, 2023
the Board of Directors of Jusan Bank JSC
Minutes No. 10/07/23-01 dated July 10, 2023*

Cooperation Agreement

Almaty

«__» _____ 20__

_____, hereinafter referred to as the "**Broker**", represented by _____, acting on the basis of _____, on the one hand, and **First Heartland Jusan Bank Joint Stock Company**, hereinafter referred to as the "**Bank**", represented by _____, acting on the basis of _____, on the other hand, hereinafter jointly referred to as the "**Parties**", separately as the "**Party**", or as specified above,

considering the following assurances of the Broker:

- 1) the Broker has at least 400 000 (Four hundred thousand) clients;
- 2) the Broker has an open account with Euroclear Bank;
- 3) the Broker intends during the term of this Cooperation Agreement (hereinafter the "Agreement" or "this Agreement") to provide brokerage and other services with access of the Clients to the Internet resource of the Broker via the Bank mobile application (via which it is also possible to withdraw funds from the Brokerage account to the current accounts of the Clients, where operations with the Bank payment cards are reflected) and its own Internet resource (if any).
- 4) and considering that:
 - 1) the Broker has a custodial services agreement with the Bank;
 - 2) the Broker and the Bank have concluded an agreement on salary transfer and other payments to the bank accounts of the organization's employees;
 - 3) the Broker is obliged to provide services on purchase of financial instruments on the primary international (foreign) securities market in the form of structural notes (bonds);
 - 4) The Bank and the Broker have concluded an agreement on client due diligence, according to which the Broker relies on due diligence measures stipulated by the Law of the Republic of Kazakhstan "On Combating Money Laundering and Terrorism Financing" taken in relation to clients (their representatives) and beneficial owners by the Bank;
 - 5) the Bank and the Broker have concluded a Non-Disclosure Agreement,have entered into this Agreement as follows.

MAIN TERMS USED IN THE AGREEMENT

Documentation means a document(s) provided by the Broker on the basis of which the Brokerage Accounts are opened for the Clients and the Brokerage Services and Nominee Services are provided in electronic form;

legislation of the Republic of Kazakhstan means a set of normative legal acts adopted in the established order of the Republic of Kazakhstan;

Client(s) mean(s) individuals using the services of the Bank by means of MA;
mobile application of the Bank (hereinafter - MA) means specialized software of the Bank, working on platforms - iOS, Android, owned by the Bank on the rights of intellectual property, by means of which the Bank provides banking and other services to the Clients.
Internet Website of the Broker means the software of the Broker, through which the Clients are provided with brokerage and other services (it is not a mobile application) and/or the official website of the Broker.

1. SUBJECT OF AGREEMENT

- 1.1. The Parties have agreed on realization of mutually advantageous cooperation, for the purpose of satisfaction of requirements of the Client for reception of financial services.
- 1.2. Implementation of cooperation implies the use by the Parties of their own technical, intellectual, labor and other resources, which are the contributions of the Parties to cooperation.
- 1.3. Under this Agreement, the Parties shall provide services to the Clients solely on the basis of and in accordance with their licenses and permits issued by the authorized state bodies.

2. CONTRIBUTIONS OF THE PARTIES TO COOPERATION

- 2.1. The contribution of the Bank to the cooperation is:
 - 2.1.1. implementation of the transition to the Internet resource of the Broker via the MA;
 - 2.1.2. implementation of technical measures in the MA in order to enable the Clients to independently switch to the Internet resource of the Broker in order to receive the services of the Broker;
 - 2.1.3. providing the Clients with an opportunity to sign (conclude) the Documentation for opening the Brokerage Account in the MA simultaneously with the documentation of the Bank by means of dynamic identification (using a one-time code) that is sent to the Client by the Bank.
- 2.2. The contribution of the Broker to the cooperation is:
 - 2.2.1. providing full client support;
 - 2.2.2. technical arrangements with the Bank in terms of implementing the possibility for the Client to independently switch to the MA Internet resource of the Broker;
 - 2.2.3. maintaining the operability of the Internet resource of the Broker;
 - 2.2.4. information filling of the Broker's section in the MA.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. The Parties undertake to comply with information security requirements, to apply necessary and sufficient measures to protect data, including those received from the other Party, and to regularly take appropriate measures to ensure proper performance of their obligations in the field of information security during the term of the Agreement.
- 3.2. The interaction of the Parties for the purpose of providing the opportunity of switching to the Internet resource of the Broker through MA shall take place only in accordance with the requirements of the Bank. The Broker acknowledges and agrees that by performing the interaction allowed by the Bank in the MA, the Broker has read the instructions, guidelines and requirements set by the Bank regarding the provision of access to the MA for the purpose of integration/transition to the Internet resource of the Broker via MA, and undertakes to comply with them to the full extent required to perform the obligations under the Agreement.
- 3.3. The Parties undertake not to perform any actions in relation to the information assets and/or information and communication infrastructure objects of each other that may violate the integrity of such information assets and/or information and communication infrastructure objects (for example, bypass protection systems), confidentiality of data contained therein, affect the operability and accessibility of the information asset and/or information and communication infrastructure object, create hidden functionality in them, and create a new information and communication infrastructure object. The Parties also undertake not to make any changes, decompile, disassemble, decrypt, correct errors or perform any other actions with respect to information assets and/or information and communication infrastructure objects, their

components and contents in order to obtain information about the implementation of the principles, algorithms and processes used in them.

3.4. Each Party, by providing its employees and/or third parties engaged by it on the basis of civil law contracts, authorized access to information assets and/or information and communication infrastructure facilities of the other Party, undertakes to establish obligations for such employees and/or third parties similar to those specified in sub-clauses 3.7.9.-3.7.19. of the Agreement.

3.5. The Bank is obligated to:

3.5.1. provide the Clients with access to the relevant section of the Broker in the MA;

3.5.2. place the Documentation provided by the Broker for opening the brokerage account in the MA, and ensure the possibility for the Clients in the MA to familiarize themselves with the Documentation placed in the MA;

3.5.3. ensure that the Client can sign the Documentation by means of the dynamic identification;

3.5.4. transmit the Documentation signed (concluded) by the Client via dynamic identification to the Broker via secure communication channels;

3.5.5. ensure proper identification and/or authentication of the Client when providing access (logging in) to the MA;

3.5.6. inform the Broker of the inoperability of the MA, if access to the MA or to the section of the Broker is impossible due to technical reasons for which the Bank is responsible.

3.5.7. provide information and technical service for execution of the Broker's instructions on his bank accounts opened with the Bank.

3.6. The Bank is entitled to:

3.6.1. require from the Broker a bona fide and timely assistance in the performance of his/her duties in accordance with the terms of the Agreement;

3.6.2. require the Broker to provide accurate and up-to-date information in the relevant section in the MA that corresponds and/or does not contradict the legislation of the Republic of Kazakhstan;

3.6.3. require the Broker to provide up-to-date Documentation that complies with the legislation of the Republic of Kazakhstan;

3.6.4. restrict/terminate the access of the Broker to the MA with further notification of the Broker in any of the following cases:

- in case of Broker's violation of information security requirements;

- in case of violation by the Broker of any other requirements and assurances in accordance with the Agreement;

- in the event of suspension or revocation of the Broker's license;

3.6.5. claim damage as a result of violation of confidentiality/information security requirements by the Broker, as well as in case of malfunction of the Bank's information systems and violation of their security, caused by action or omission of the Broker in accessing the MA.

3.6.6. suspend, return operations on the instruction received, as well as refuse to conduct operations of the Client and/or the Broker in cases and in the manner prescribed by the legislation of the Republic of Kazakhstan, including but not limited to anti-money laundering and combating the financing of terrorism, the financing of spread of weapons of mass destruction, the legislation of foreign states, affecting the Bank, the internal documents of the Bank, acts of international organizations, decisions of courts and other competent authorities of foreign states, as well as in the presence of any sanctions or restrictions imposed by foreign/international/national organizations, including but not limited to the United Nations (UN), Financial Action Task Force on Money Laundering (FATF), authorized bodies of the USA, UK, EU countries in relation to the Client and/or Broker (their representatives), founders (participants), beneficiary owners;

3.6.7. unilaterally withdraw from the Agreement and close the account of the Client and/or the Broker on the grounds and in the manner prescribed by the Law of the Republic of Kazakhstan "On Payments and Payment Systems", the Law of the Republic of Kazakhstan "On Anti-Money

Laundering and Counter-Terrorist Financing", internal documents of the Bank, including those regulating the country and sanctions compliance procedure, and conditions of the Agreement. The Bank shall send to the Broker a notice of cancellation of the Agreement (in full) electronically or via communication channels or e-mail specified in the Agreement (at the discretion of the Bank) within 3 (three) business days from the date of the decision. The Agreement shall be deemed terminated as of the date specified in the notice, and no agreement between the Parties is required;

3.6.8. request information and documents from the Broker, including with respect to the Clients, in order for the Bank to implement measures to combat money laundering and terrorist financing and comply with sanctions and country-specific restrictions.

3.7. The Broker is obligated to:

3.7.1. provide brokerage and other services to the Clients remotely by accessing the Internet resource of the Broker from MA. In this case the Broker assures the Bank that persons wishing to receive the brokerage services of the Broker can apply and receive them in the offices of the Broker or using its website;

3.7.2. the Broker shall independently in case of refusal to open the brokerage account send the SMS to the Client (notification) about the refusal to open the brokerage account.

3.7.3. provide the Client with reliable information on the products and services of the Broker, which complies with the requirements of the legislation of the Republic of Kazakhstan;

3.7.4. comply with the requirements established by the legislation of the Republic of Kazakhstan when establishing business relations with the Client. At the same time, the possibility and conditions of the Bank's provision of due diligence services to the Clients on behalf of the Broker shall be regulated by a separate agreement;

3.7.5. provide up-to-date Documentation that complies with the legislation of the Republic of Kazakhstan to be placed in MA. In case of claims, claims of the Clients regarding the Documentation, the Broker shall be obliged to independently settle the dispute by his/her own efforts and means, without involving the Bank, assuming all possible expenses (compensation of damages, payment of fines, etc.);

3.7.6. open a personal (brokerage) account to the Client after the Client has signed (concluded) the Documentation by means of dynamic identification, except for the cases stipulated by the legislation of the Republic of Kazakhstan;

3.7.7. ensure that the Internet resource of the Broker works when accessing the MA and inform the Bank of inoperability of the Internet resource of the Broker, if access is impossible due to technical reasons for which the Broker is responsible

3.7.8. ensure confidentiality with respect to the components and contents of the MA and not to disclose them to third parties;

3.7.9. not to take actions to bypass restrictions for access to the MA, its components and contents set by the Bank;

3.7.10. not take actions that cause or may cause an unreasonable or disproportionate load on any information assets and/or facilities of the Bank's information and communication infrastructure;

3.7.11. not to use third-party software and other technical means that affect or may affect in any way the operation of MA;

3.7.12. not bypass, disable or otherwise interrupt the operation of security features or functions, including technical means of copyright and related rights protection, which prevent/restrict the use or copying of MA components and content;

3.7.13. not to download components and content of the MA that have not been expressly provided by the Bank;

3.7.14. not to provide third parties, including those engaged by the Broker on the basis of civil law contracts with access to MA without prior consent of the Bank;

3.7.15. not to disrupt the MA services (inadvertently or deliberately);

3.7.16. not attempt to gain unauthorized access to the MA, including attempts to obtain information transmitted, processed and stored therein;

3.7.17. indemnify the Bank for damages incurred as a result of breach of confidentiality/information security requirements by the Broker, as well as failures in the information systems of the Bank and violation of their security caused by action or inaction of the Broker in accessing the MA;

3.7.18. promptly notify the Bank of the suspension or revocation of the license for brokerage and dealing activities in the securities market with/without the right to maintain the accounts of the clients as a nominee holder;

3.7.19. provide timely information and documents at the request of the Bank.

3.8. The Broker is entitled to:

3.8.1. require the assistance of the Bank in good faith, in accordance with the terms of the Agreement.

4. CONFIDENTIALITY

4.1. The Parties are obliged not to disclose confidential information of financial, commercial and other information received from the other Party in the course of negotiations, conclusion and execution of this Agreement, including information constituting personal data, banking and other secrets protected in accordance with the laws of the Republic of Kazakhstan (hereinafter - "Confidential Information").

4.2. If a Party intends to disclose Confidential Information to third parties, it shall notify the other Party, for which such information is confidential, and obtain its prior written consent for disclosure of Confidential Information, and obtain in advance from the third party a written commitment to comply with the requirements of non-disclosure of Confidential Information provided to it, except as required by laws of the Republic of Kazakhstan, as well as with respect to information constituting personal data, protected in accordance with the laws of the Republic of Kazakhstan secrecy with respect to third parties, to ensure compliance with the terms of clause 4.7. of the Agreement.

4.3. The Parties undertake not to disclose Confidential Information to third parties without complying with clause 4.2. of the Agreement, except in cases where such disclosure is prescribed by the laws of the Republic of Kazakhstan, or is made on the basis of requests from authorized bodies/authorized persons in accordance with the laws of the Republic of Kazakhstan.

4.4. Employees of the Parties shall be acquainted with the Confidential Information of each other only to the extent necessary to achieve the objectives of this Agreement. At the same time, access of such employees to Confidential Information shall be subject to their obligations to maintain the confidentiality and security of Confidential Information.

4.5. Confidential Information may be used only for the purposes of the Agreement and Client service arising from the interaction of the Parties.

4.6. Confidential Information shall be subject to return or destruction, or measures shall be taken in relation to it for preservation and protection, if return or destruction is impossible, including due to the requirements of the legislation of the Republic of Kazakhstan, upon the expiration of the period of use of Confidential Information and achievement of the purpose for which it was provided.

4.7. Confidentiality requirements shall be preserved indefinitely. Any transfer by the Parties of information about third parties, which is personal data of such parties and/or constitutes a secret protected in accordance with the laws of the Republic of Kazakhstan, shall be made only after the transferring Party receives appropriate consents to provide such information (for processing, including use for relevant purposes) from such third parties and in the amount specified by such consents.

4.8. In order to execute the Agreement, the Parties shall process personal data of the Clients, representatives, employees and officers of each other in accordance with the requirements of the laws of the Republic of Kazakhstan and their internal documents. Each Party shall certify that it has the necessary consents of the subjects of personal data, when consent is required, to transfer their personal data to the other Party. Personal data shall be used by the receiving Party

only for the purpose of exercising its rights and performing its obligations under the Agreement. The Party, which received personal data from the other Party, shall ensure storage and protection of such personal data in the same manner as the personal data of its employees.

5. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

5.1. The Parties shall be liable for improper performance of their obligations under the Agreement in accordance with the laws of the Republic of Kazakhstan.

5.2. The Parties are responsible for observing the confidentiality regime of the information, which has become known in the course of the Agreement execution, during the period specified in clause 5.5. of the Agreement.

5.3. The Bank shall not be liable to the Client(s) for the violation of the procedure and terms of provision of the Broker's products and services.

5.4. The Bank shall not be liable to the Client(s) for the authenticity and relevance of the information posted by the Broker in the relevant section of the MA, as well as for the Documentation provided by the Broker to the Bank.

5.5. In case of violation by the Broker of its liabilities stated in clause 3.7. of the Agreement, the Broker undertakes to reimburse the Bank for documented losses caused by such violation, including reimbursement of fines, penalties and compensations that may be or have been imposed on the Bank in court/out-of-court within 10 (ten) business days from the date of receipt of the respective request from the Bank.

5.6. All disputes and disagreements under the Agreement shall be resolved by the Parties through negotiations.

5.7. All disputes (disagreements) related to the Agreement, not settled through negotiations, shall be considered in the courts of the Republic of Kazakhstan at the location of the Bank or its branch (at the discretion of the Bank), except for cases where, in accordance with the requirements of the civil procedural legislation, the exclusive jurisdiction is established.

5.8. The Party, which became aware of the fact of disclosure of confidential information or allowed it, shall be obliged to immediately notify the other Party thereof.

6. TERM AND CONDITIONS OF TERMINATION OF THE AGREEMENT

6.1. The Agreement shall enter into force on the date it is signed by the Parties.

6.2. The Agreement is concluded for an indefinite period of time.

6.3. The Agreement may be terminated:

6.3.1. ahead of schedule by mutual agreement of the Parties by executing a respective agreement;

6.3.2. at the initiative of either Party (unilaterally) by giving notice to the other Party at least 15 (fifteen) calendar days prior to the proposed date of termination;

6.3.3. in case of violation of the conditions described in the preamble of the Agreement.

6.3.4. in the event of force majeure circumstances (Force Majeure), if their duration exceeds 6 (six) months.

7. FORCE MAJEURE CIRCUMSTANCES (FORCE MAJEURE)

7.1. The Parties shall be released from liability for partial or full failure to perform their obligations under the Agreement, if such failure is a direct consequence of force majeure circumstances that occurred after the conclusion of the Agreement as a result of extraordinary events, which the Parties could neither foresee nor prevent by reasonable measures.

7.2. Force majeure circumstances are events over which the Parties cannot influence and for the occurrence of which they are not responsible, including but not limited to the following: natural disasters, extraordinary events of social nature (war, mass riots), governmental decrees or orders of public authorities, courts that make it impossible to implement the terms of the Agreement.

7.3. The Parties undertake to notify each other immediately of the presence of force majeure circumstances and, if necessary, to postpone the Agreement or terminate it.

8. NOTICES

8.1. During the term of the Agreement, all notices shall be sent by the Parties to the addresses of the Parties specified in Section 12 of the Agreement by mail/electronic mail, fax or registered mail.

8.2. All notices shall be deemed received by the Party only upon acknowledgment of such receipt. Confirmation of receipt of notices shall be made by fax/e-mail or by putting an incoming number on a copy of the document indicating the date of receipt, name and signature of the person who received it.

8.3. The Parties shall notify each other of all changes in payment and mailing details within 5 (five) calendar days from the date of such changes (registration). The Party that was absent at the address for notification and did not timely notify the other Party thereof shall not be entitled to refer to the fact of non-receipt of correspondence.

9. ANTI-CORRUPTION CONDITIONS

9.1. The Parties, their affiliates, employees, or intermediaries, in the performance of their obligations under the Agreement:

9.1.1. not pay, offer to pay, or authorize the payment of money or anything of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any improper advantages or other improper purposes;

9.1.2. do not perform actions qualified as giving/receiving bribes, commercial bribery, as well as actions violating the requirements of the anticorruption legislation of the Republic of Kazakhstan applicable for the purposes of the Agreement.

9.2. Each Party shall refuse to incentivize in any way the employees/representatives of the other Party, including by giving money, gifts, gratuitous performance of work (services) and other ways not listed in this section, which make the employee dependent and are aimed at ensuring that the employee performs any actions for the benefit of the incentivizing Party.

9.3. Actions performed by an employee for the benefit of his/her Incentive Party shall mean:

9.3.1. providing unjustified advantages over other counterparties;

9.3.2. provision of any guarantees;

9.3.3. expediting existing procedures;

9.3.4. other actions performed by an employee within the scope of his/her official duties, but contrary to the principles of transparency and openness of relations between the Parties.

9.4. If a Party suspects that a violation of any anti-corruption provisions has occurred or may occur, the relevant Party shall notify the other Party in writing within 5 (five) business days. Upon written notice, the relevant Party shall have the right to suspend performance of its obligations under the Agreement until it receives confirmation that no breach has occurred or is likely to occur. This confirmation must be sent within 5 (five) business days from the date of the written notice.

10. FINAL PROVISIONS

10.1. The Parties agree to provide each other with full support in order to best fulfill their obligations under the Agreement.

10.2. All amendments and additions to the Agreement shall be executed in writing and signed by authorized representatives of both Parties.

10.3. Mutual relations of the Parties, not regulated by the Agreement, shall be governed by the laws of the Republic of Kazakhstan.

10.4. None of the Parties has the right to transfer its rights and obligations under the Agreement to third parties without the written consent of the other Party.

10.5. After signing the Agreement, all previous negotiations, correspondence, previous agreements/contracts, protocols of intent and any other oral or written agreements of the Parties on the issues related to the subject matter of this Agreement shall become null and void.

10.6. The Agreement is made in the Kazakh and Russian languages, in 2 (two) copies with equal legal force, one for each of the Parties. In case of non-compliance of the text of the

Agreement in the Kazakh language with the text in the Russian language, the Parties shall be governed by the Agreement in the Russian language.

11. ADDRESSES AND BANK DETAILS OF THE PARTIES:

Bank:	Broker:
First Heartland Jusan Bank Joint Stock Company	_____
BIN 920140000084	BIN
Address: 242 Nursultan Nazarbayev ave., A26F8T9, Medeu district, Almaty	Address: _____
Bank: RSE "National Bank of the Republic of Kazakhstan	Bank:
IIC KZ48125KZT1001300336	IIC
Kbe 14	Kbe
BIC TSESKZKA	BIC
E-mail: info@jusan.kz	Email:
_____	_____