**Overview of the amendments to the**

**Contract on Brokerage and Nominal Holding Services (standard form)**

*(approved by Minutes of the Management Board of SkyBridge Invest JSC No.19 dated 22.08.2025)*

*\** *The text that was excluded is highlighted in red, the text that was added is highlighted in blue.*

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| **Current edition** | **New edition** |
| **BASIC TERMS AND DEFINITIONS**   |  |  | | --- | --- | | [not available] | [not available] | | [not available] | [not available] | | **Competent Authority** | Any state body for regulation, control and supervision of the financial market and financial organizations; | | **BASIC TERMS AND DEFINITIONS**   |  |  | | --- | --- | | **Messenger aggregator** | A software tool designed for centralized management of customer communication coming from various text (voice) messaging channels (WhatsApp, Telegram, Facebook Messenger, Instagram Direct, Viber, etc.) within a single interface. It enables the handling of incoming and outgoing text (voice) messages, assignment of inquiries to responsible staff, storage of conversation history, integration with CRM systems, and automation of processes through chatbots, message templates, and other features; | | **Alternative communication channels** | Include the transmission of Client Orders by means of facsimile and/or electronic reproduction of signatures using mechanical or other methods of copying the handwritten signature of the Client or the Broker, as well as by telephone communication or through the use of software for the exchange of text and/or voice messages (including Messenger aggregators) in real-time; | | **Competent Authority** | Any state body for regulation, control and supervision of the financial market and financial organizations in the Republic of Kazakhstan and Astana Financial Services Authority; | |
| 2.15. The Broker does not use the money of its Clients, which are on the Broker's accounts, in the form of a loan or as a performance of obligations in its own interests or in the interests of third parties, and also does not use the money of one Client in the interests of other Clients of the Broker. | 2.15. The Broker does not use the money and securities of its Clients, which are on the Broker's accounts, in the form of a loan or as a performance of obligations in its own interests or in the interests of third parties, and also does not use the money and securities of one Client in the interests of other Clients of the Broker. |
| 3.2. The Client`s Order shall be submitted in one of the following ways:   * electronically via SB Invest Internet Trading system with the use of the Digital Signature and/or Client dynamic authentication; * by post/courier delivery of the order/instruction in one counterpart; * in person at the Broker's offices and by signing of the order/instruction in one counterpart executed by the Client or the Broker's employee in the presence of the Broker's responsible employees. | 3.2. The Client`s Order shall be submitted in one of the following ways:   * electronically via SB Invest Internet Trading system with the use of the Digital Signature and/or Client dynamic authentication; * by post/courier delivery of the order/instruction in one counterpart; * in person at the Broker's offices and by signing of the order/instruction in one counterpart executed by the Client or the Broker's employee in the presence of the Broker's responsible employees; * through alternative means of communication. |
| 3.7-1. [not available] | 3.7-1. When submitting Client’s Order via Alternative communication channels, the following requirements shall apply:   * Client’s Order shall be submitted using the email address and mobile phone number specified by the Client in the relevant Accession Application, completed in the form provided by the Broker; * Client’s Order submitted via alternative communication channels must conform in form and substance to the requirements applicable to Client’s Order submitted in hard copy; * The Client shall be entitled to submit Client’s Order in respect of any transactions under this Agreement, except for orders relating to the opening or closing of personal accounts, withdrawal of funds, or changes to authorized representatives; * The Broker shall be entitled to contact the Client via telephone and request verbal confirmation of any Client’s Order submitted via alternative means of communication; * The Broker shall maintain a Register of Client’s Orders submitted via alternative means of communication for each calendar month. Upon the conclusion of the reporting month in which the Client submitted such orders, the Broker shall send the Client two original copies of the Register, signed by the Broker. The Client undertakes to sign the Register and return one signed copy to the Broker within 5 (five) business days from the date of its dispatch by the Broker. In the event of a failure to provide the signed Register in a timely manner, the Broker shall be entitled to suspend the acceptance of new Client orders from the Client until the signed Register is submitted, for a period of up to 5 (five) business days. If, upon the expiration of this period, the Client has not returned a signed copy of the Register or has not provided written notice of disagreement with the received document, the Register shall be deemed duly signed by the Client, and the Broker shall make a corresponding note in the Register to that effect. * In the event of any discrepancy between the data contained in the Register and the data obtained from an audio or video recording, the audio or video recording of the Client Order shall prevail, as it confirms the authenticity of the Client Order transmitted via telephone communication or video conferencing. In case such a discrepancy is identified, the Broker shall make the corresponding amendments to the Register.   The Broker shall be entitled to refuse acceptance of a Client’s Order submitted via alternative means of communication in any of the following cases:   * the order lacks the required details or does not meet the established form and content requirements; * there are doubts as to the authenticity or accuracy of the Client’s Order; * the order contains instructions to open or close personal accounts, withdraw funds, or change authorized representatives; * the Broker does not receive verbal confirmation of the Client’s Order within 2 (two) business days from its submission, in particular:  1. if, on the day the Broker receives the Client’s Order, the Broker is unable to obtain confirmation from the Client (including by mobile phone), the Broker may postpone execution of the Order until the next business day, notifying the Client via the same communication channel used to submit the order; 2. if confirmation is still not received on the following business day, the Broker shall be entitled to decline execution of the Client’s Order without incurring any liability, by notifying the Client through the same communication channel used to submit the order;  * in any other cases stipulated by this Agreement and applicable legislation. |
| 4.2-1. Broker opens separate bank accounts for accounting and storage of non-cash foreign currency belonging to him and his Clients in banks and (or) branches of non-resident banks of the Republic of Kazakhstan, and (or) the central securities depository, and (or) foreign settlement organizations. This requirement does not apply in case of accounting and storage of non-cash foreign currency owned by the Broker and its Clients on the Exchange. | 4.2-1. While providing the Client with services for performing Exchange transactions with non-cash foreign currency the Broker opens separate bank accounts for accounting and storage of non-cash foreign currency belonging to him and his Clients in banks and (or) branches of non-resident banks of the Republic of Kazakhstan, and (or) the central securities depository, and (or) foreign settlement organizations. This requirement does not apply in case of accounting and storage of non-cash foreign currency owned by the Broker and its Clients on the Exchange. |
| 4.8. No transfer of the Client's money to third party accounts shall be allowed. | 4.8. No transfer of the Client's money to third party accounts shall be allowed except for the cases stipulated in clause 4.16 of the Agreement and other cases set by the legislation. |
| 4.11. Any remunerations, proceeds from sales and other receipts of other nature in monetary form related to the Client's rights to the financial instruments transferred into nominee holding hereunder shall belong to the Client. At the same time, the Broker shall register receipt of remuneration and other income due to the Client for the financial instruments transferred to the Broker for nominee holding on the Client Personal Account. | 4.11. Any remunerations, proceeds from sales and other receipts of other nature in monetary form related to the Client's rights to the financial instruments transferred into nominee holding hereunder shall belong to the Client. At the same time, the Broker shall register receipt of remuneration and other income due to the Client for the financial instruments transferred to the Broker for nominee holding on the Client Personal Account. The Broker shall reflect income from the Client's financial instruments to the Client's Personal Account within a reasonable period of time upon receipt, unless otherwise provided by the terms of this Agreement or the Broker’s internal documents, and shall provide the Client with a report on the income payment in the form established by the Broker’s internal documents. |
| * 1. The Client Personal Account shall be closed by the Broker: * based on the Client’s Order for closure of the Personal Account; * based on the decision of the nominee holder’s executive body provided there are no securities on the Personal Account within 12 (twelve) months, followed by the notification of the Client within 30 (thirty) days from the closure date of the Personal Account. | * 1. The Client Personal Account shall be closed by the Broker: * based on the Client’s Order for closure of the Personal Account; * based on the decision of the nominee holder’s executive body provided there are no financial instruments on the Personal Account within 12 (twelve) months, followed by the notification of the Client within 30 (thirty) days from the closure date of the Personal Account. |
| 4.15. The Broker shall notify the Client on any securities transferred to the nominee holding within 3 (three) business days since the Broker receives the relevant notices of the Competent Authority and/or Depository, and/or issuer, and /or Custodian, and/or clearing house, and/or accounting authority, and/or foreign accounting authority officially addressed to the Broker as a nominee holder. If, according to the information received by the Broker, the Client is required to perform any actions (including participation in voting, submission of an order, filling in of an instruction, etc.), the Broker shall give a notice (verbally, electronically or otherwise) to the Client thereof. In this case, the Client shall perform the required action within such deadline and in such way that are specified by the Broker. | 4.15. The Broker shall notify the Client on any financial instruments transferred to the nominee holding within 3 (three) business days since the Broker receives the relevant notices of the Competent Authority and/or Depository, and/or issuer, and /or Custodian, and/or clearing house, and/or accounting authority, and/or foreign accounting authority officially addressed to the Broker as a nominee holder. If, according to the information received by the Broker, the Client is required to perform any actions (including participation in voting, submission of an order, filling in of an instruction, etc.), the Broker shall give a notice (verbally, electronically or otherwise) to the Client thereof. In this case, the Client shall perform the required action within such deadline and in such way that are specified by the Broker. |
| 12.5-1. [not available] | 12.5-1. In the event of the revocation or voluntary return of its license, the Broker, for the purpose of ensuring the return of Client assets held in nominee holding, shall notify Clients of the need to submit to the Broker orders for the debiting of assets held in Client accounts within the nominee holding accounting system established under this Agreement.  Upon receipt of such orders from the Client, the debiting of securities (claims under obligations of issuers in respect of equity securities) from the Broker's account shall be carried out on the basis of the relevant order.  If the Broker does not receive from the Client an order for the debiting of assets within 90 (ninety) calendar days from the date the notice was sent, or if the Broker receives notification that the Client is not located at their registered address (place of residence), the Broker shall:   * submit to the central depository an order to open a personal account for the Client in the system of securities holders’ registers, along with the documents previously submitted by the Client to the Broker for the purpose of opening an account in the nominee holding accounting system; * upon receipt of confirmation from the central depository that a personal account has been opened for the Client in the securities holders’ register system, submit to the central depository an order to debit the securities (claims under obligations of issuers in respect of equity securities) from the Broker’s account in the central depository's accounting system for the purpose of their subsequent crediting by the central depository to the personal account opened for the Client in the securities holders’ register system; * transfer the Client’s cash funds to a notarial deposit for their subsequent transfer to the Client, and provide the central depository with the contact details of the notary.   If the Client’s assets, in respect of which no order for debiting has been received within 90 (ninety) calendar days from the date the notice was sent, consist of securities issued by non-resident issuers of the Republic of Kazakhstan (hereinafter – foreign securities), the Broker shall:   * submit to the custodian providing nominee holding services for such foreign securities an order to debit the foreign securities from the Broker’s account in the custodian’s accounting system, and submit to the central depository an order to credit the foreign securities to a sub-account opened in the Client’s name within the central depository’s accounting system; * submit to the central depository an order to open a sub-account for the Client with the status of "lost client" if such a sub-account does not already exist, or an order to assign the "lost client" status to an existing sub-account previously opened for the Client; * upon receipt of confirmation from the central depository regarding the opening of a sub-account with the "lost client" status or the assignment of such status to an existing sub-account, submit to the central depository an order to credit the foreign securities to the relevant sub-account.   Once all securities (claims under obligations of issuers in respect of equity securities) have been debited from the personal account in the central depository, and all sub-accounts containing securities issued in accordance with the laws of other states have been assigned the status of "lost client," the Broker shall submit to the central depository an order to assign the status of "lost client" to the personal account opened in the Broker’s name.  If the Client’s personal account contains securities (claims under obligations of issuers in respect of equity securities) that are subject to restrictions on transactions, the actions specified in this clause shall be carried out simultaneously with the submission to the central depository of information on such restrictions. These restrictions must be duly reflected in the personal account to which the securities (claims under obligations of issuers in respect of equity securities) are being credited, and the party that imposed the restrictions shall be notified of the executed transactions, including the new details of the personal account where such securities will be recorded going forward. |