CONTRACT
FOR THE PROVISION OF INVESTMENT
(BROKERAGE AND CUSTODIAN) SERVICES
LIMITED LIABILITY COMPANY «CENTRAL ASIAN INVESTMENTS»
(GENERAL TERMS AND CONDITIONS)

1. General Provisions

1.1. This document (hereinafter referred to as the "Contract") sets out the terms and conditions under which Limited Liability Company «Central Asian Investments» (hereinafter referred to as the "Company") provides investment (brokerage and custodian) services (hereinafter referred to as the "Services") to the Client (the Company and the Client are also referred to as the "Parties", and where mentioned separately, as a "Party") and, together with the Rules for the Provision of Investment (Brokerage and Custodian) Services by the Company (hereinafter referred to as the "Rules"), the Tariffs for the provision of services published on the Company's official website www.centralasianinvestments.com (hereinafter referred to as the "Tariffs [1]"), and other documents specified in the Contract and the Rules published on the Company's official website, constitutes the Contract for the provision of investment (brokerage and custodial) services concluded between the Company and the Client.

1.2. To accept the terms of the Contract, the Client shall submit an Application (hereinafter referred to as the "Application") in accordance with the template set out in the Rules.

1.3. No clause or provision of the Contract shall be construed as a public offer to enter into the Contract. The Company reserves the right to reject any application submitted by a natural person and/or a legal entity in accordance with the procedure established by the legislation of the Republic of Tajikistan and the Company's Rules.

1.4. The terms used in the Contract t shall have the same meanings as defined in the Rules, and where they are not defined in the Rules, they shall have the meanings accepted by the legislation of the Republic of Tajikistan and/or definitions recognized in accordance with international standards.

2. Rights and obligations of the parties

2.1. The Company has the following rights:

2.1.1. To request and receive from the Client any information necessary for the provision of services (including for the execution of a specific instruction/transaction) on the grounds specified by the legislation of the Republic of Tajikistan, the Contract, the Rules and the Company's internal legal acts (including on matters relating to the prevention of money laundering and the financing of terrorism (AML/CFT).

2.1.2. On the grounds and in the manner established by the legislation of the Republic of Tajikistan, this Contract, the Rules and the Company's internal legal acts (including on matters relating to AML/CFT), to refuse to execute the Client's instruction/transaction, and also to terminate this Contract unilaterally,

[1] *If the Parties agree on Tariffs other than those published on the Company's official website, then the agreed Tariffs shall apply to the services defined by such* Contract.

2.1.3. Amend and supplement the terms of the (including the Rules and Tariffs published on the Company's official website) unilaterally, notifying the Client at least 20 (twenty) days before such amendments come into force.
2.1.4. In the situations and in the manner set out in the Rules, to pledge or lend, deposit or otherwise use the Client's funds (including securities and funds entrusted to the Company for safekeeping) on the Client's behalf,
2.1.5. The holding of the Client's funds (securities and funds transferred to the Company) is a measure taken to ensure the Client's fulfilment of its obligations to the Company.
2.1.6. Prior to the conclusion of the Contract and throughout its term, to conduct checks on the Client, the Client's clients, its counterparties and transactions in accordance with the procedure established by the legislation of the Republic of Tajikistan, the Contract, the Rules and the Company's internal legal acts (including in relation to anti-money laundering and counter-terrorist financing),
2.1.7. Refrain from executing the Client's instructions in cases provided for by the legislation of the Republic of Tajikistan and the Rules,
2.1.8. The Company reserves the right to unilaterally terminate the Contract and close the Client's Investment Account in the following cases: if the Client's Investment Account remains at zero and no transactions have been carried out on it for the last 1 (one) year, or if the account has a negative balance for 3 (three) consecutive months,
2.1.9. To exercise other rights and powers provided for by the legislation of the Republic of Tajikistan, the Rules and the Company's internal legal acts.

2.2. The Company shall have the following obligations:
2.2.1. To provide services of an appropriate professional standard in accordance with the legislation of the Republic of Tajikistan, the Contract and the Rules (including the Order Fulfilment Policy), including carrying out the Client's instructions in the prescribed manner,
2.2.2. To fulfil its obligations to the Client in the manner prescribed by the legislation of the Republic of Tajikistan, the Contract and the Rules,
2.2.3. To refrain from and prevent the occurrence of conflicts of interest in accordance with the procedure established by the legislation of the Republic of Tajikistan, the Contract and the Rules, and, in the event of such a conflict arising, to give priority to the Client's interests.
2.2.4. To ensure that only employees possessing the relevant professional qualifications and knowledge are engaged in the provision of services,
2.2.5. In accordance with the procedure established by the legislation of the Republic of Tajikistan, the Contract and the Rules, to take all necessary measures to protect the rights of investors.
2.2.6. To comply with all other obligations established by the legislation of the Republic of Tajikistan, the Contract and the Rules.

2.3. The Client has the following rights:
2.3.1. To submit instructions/orders in the manner and form prescribed by the Rules,

2.3.2. In accordance with the legislation of the Republic of Tajikistan, the Contract and the Rules, to receive reports on services provided under this Contract,
2.3.3. To require the Company to provide, through the person providing investment services, information subject to publication and/or disclosure to clients as determined by the legislation of the Republic of Tajikistan.
2.3.4. To exercise other rights and powers provided for by the legislation of the Republic of Tajikistan.

2.4. The Customer shall have the following obligations:
2.4.1. Within the framework of the legal relationship governed by this Contract, to strictly comply with the legislation of the Republic of Tajikistan, the terms of the Contract (including the Rules and Tariffs), and, where applicable, the Company's internal regulations.
2.4.2. To pay for the services provided in the amount determined by the Tariffs and in the manner provided for in Chapter 3 of this Contract.
2.4.3. To provide the Company with reliable and accurate information in accordance with the terms of this Contract.
2.4.4. To comply with all additional obligations established by the legislation of the Republic of Tajikistan, this vand the Rules,
2.4.5. To notify the Company without delay of any changes to their details or other information set out in the submitted questionnaire.

3. Procedure for calculating and paying fees for services
3.1. The fee for services and the procedure for its calculation is determined by the Tariffs and/or a separate Agreement between the Parties.
3.2. The Client grants the Company the right to charge the commission specified in the Tariffs and clause 3.3. of the Agreement, on a non-recourse basis from the Client's cash accounts (including by converting the Client's funds denominated in another currency for the purpose of charging commissions), as well as from bank accounts opened and maintained by the Company (in its name), and, in the event of insufficient funds in the said accounts, undertakes to transfer the necessary funds to the Company's bank account within 3 (three) banking days of receiving the relevant notification. Should the Client fail to transfer the necessary funds within 3 (three) banking days of receiving the notification, the Company shall be entitled to satisfy its claims against the Client by selling securities held in the Client's custody account, in accordance with the Civil Code of the Republic of Tajikistan. To satisfy such claims, the securities shall be sold at market price.
3.3. In addition to payment for services, the Client is also obliged to reimburse the Company for any non-standard expenses incurred in connection with the provision of services, as detailed in this chapter. The Client agrees to pay non-standard fees set by third parties (trading systems, depositories, broker-intermediaries, etc.) in connection with their transactions.

4. Provision of reports to the Client

4.1. As part of the provision of services, upon completion of the Client's order and no later than the end of the following working day, the Company shall provide the Client with a report on the execution of the order in the form and manner prescribed by the Rules.

4.2. As part of the provision of the Investment Portfolio Management Service, the Company shall provide the Client with a report on a quarterly basis, by the 15th day of the month following the reporting quarter, in the form and manner prescribed by the Rules. If the Client has indicated in the Application a preference to receive a report on the provision of the Investment Portfolio Management Service on a monthly basis, reports shall be provided monthly in the form and manner prescribed by the Rules.

4.3. The Company shall provide the Client with a statement of their investment accounts and securities accounts on a monthly basis, by the 15th day of the month following the reporting period.

4.4. The formats of reports and statements are published on the Company's official website.

5. Procedure for maintaining communication and secure channels for the exchange of information

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5.1. Under this Contract, communication between the Parties shall take place exclusively via secure channels of information exchange.

5.2. The Company's secure channels of information exchange are set out in a document signed separately by the Company and the Client, which forms an integral part of the.

5.3. Each Party shall be obliged to notify the other Party within a reasonable time of any changes to its secure channel(s) of information exchange. The Party failing to fulfil the obligation(s) specified in this clause shall bear all negative consequences arising therefrom, communication between the Parties shall take place exclusively via secure channels of information exchange.

5.2. The Company's secure channels of information exchange are set out in a document signed separately by the Company and the Client, which forms an integral part of the Contract.

5.3. Each Party shall be obliged to notify the other Party within a reasonable time of any changes to its secure channel(s) of information exchange. The Party failing to fulfil the obligation(s) specified in this clause shall bear all negative consequences arising therefrom.

6. Liability of the Parties and Compensation for Damages

6.1. The Parties shall be liable for non-performance or improper performance of the Contract in accordance with the procedure established by the legislation of the Republic of Tajikistan. Each Party shall be obliged to compensate in full for any losses and damages caused to the other Party by the non-performance or improper performance of obligations under this Contract.

6.2. In the event of a delay in the performance of the obligations provided for in this Contract, the Party responsible for the delay shall, at the request of the other Party, pay a penalty of 0.13% of the amount of the overdue obligation for each day of delay. However, the total amount of the penalty established by this clause shall in no case exceed the maximum amount established by the legislation of the Republic of Tajikistan.
6.3. A Party failing to comply with the obligations set out in Chapter 8 of the Contract shall be obliged to pay a penalty equal to the loss (lost profits) caused to the other Party as a result of such breach for each instance of such breach.
6.4. A Party that breaches the warranties set out in Chapter 9 of the Contract shall be obliged to compensate the other Party for any losses and damages caused by such breach.
6.5. The Parties shall be exempt from liability for non-performance or improper performance of their obligations under this Contract if such non-performance was the result of force majeure. Force majeure shall include earthquakes, floods, fires, declared or actual military operations, epidemics, pandemics, accidents and damage to communications, other emergencies of a natural, man-made or non-anthropogenic nature, actions by state authorities and administrative bodies, strikes, as well as other circumstances rendering the performance of obligations under the Contract impossible, provided that the Parties could not have foreseen or prevented such circumstances. A Party whose ability to fulfil its obligations under the Contract has been affected by circumstances of force majeure shall immediately notify the other Party thereof. If the force majeure event does not cease within 3 (three) months of such notification, either Party shall be entitled to terminate the Contract unilaterally, provided that it gives the other Party at least 3 (three) days' notice.
6.6. Force majeure shall be confirmed by relevant certificates issued by authorized state bodies.

7. Governing Law and Dispute Resolution

7.1. This Contract shall be governed by and construed in accordance with the laws of the Republic of Tajikistan.
7.2. Disputes arising out of this Contract shall be resolved by the Parties through negotiation, and in the event that no Contract is reached, in accordance with the procedure provided for by the procedural laws of the Republic of Tajikistan.

8. Confidentiality

8.1. The Parties undertake to maintain strict confidentiality regarding all information that comes to their knowledge in connection with the conclusion and performance of this Contract, and to disclose such information only to their employees, consultants and auditors who have undertaken confidentiality and non-disclosure obligations similar to those established by the Contract in respect of that Party.
8.2. The obligation set out in clause 8.1 shall not apply to information which:
8.2.1. is or has become generally known independently, and not as a result of a breach of this Contract;

8.2.2. has been lawfully obtained from an independent third party without restrictions or any confidentiality obligations;

8.2.3. has been independently developed by the Party concerned, without access to, knowledge of or use of such information, i.e. through independent research, systematic observation or similar activities.

8.3. Disclosure of the information specified in clause 8.1 of the Contract shall not be deemed a breach of the requirements of this clause if the obligation to disclose the information is established by law or determined by a court of the relevant jurisdiction. In such cases, where possible, the disclosing Party shall notify the other Party in advance and limit the transfer of information to the minimum necessary extent.

8.4. The Company is entitled to transfer the Client's data to its partners engaged by the Company to provide services to the Client in accordance with the Rules.

9. Warranties of the Parties

9.1. The Parties represent and warrant as follows:

9.1.1. They are registered in accordance with the laws and regulations of their countries of registration and hold all necessary permits/licenses to carry out their activities (in the case of corporate clients). They are fully operational, and their functional capabilities, including the ability to enter into Contracts, are not restricted in any way.

9.1.2. They have obtained, in the prescribed manner, all corporate and other authorizations necessary for the conclusion of the Contract,

9.1.3. The persons acting on their own behalf under the Contract are duly authorized to act on behalf of the relevant Parties.

9.2. In addition to the warranties set out in clause 9.1. of this Contract, the Client also represents and warrants that:

9.2.1. They have duly and in accordance with the established procedure familiarized themselves with this Contract, the Tariffs and Rules (including information about the Company, its services and securities), as well as with all other documents provided by the Company,

9.2.2. Their counterparties (in respect of securities transactions carried out within the framework of custodial and brokerage services) and clients (in the event of opening a nominee account) are not subject to sanctions or restrictions.

10. Effect, termination, amendment and expiry of the Contract

10.1. The Contract shall be deemed concluded from the moment the Company approves the Client's Application and signs the Contract on the Provision of Investment (Brokerage and Custodial) Services.

10.2. Either party may terminate the Contract unilaterally by giving the other party at least 20 (twenty) days' notice.

10.3. The Company shall be entitled to make amendments/additions to the Contract (including the Rules and Tariffs), notifying the Client at least 20 (twenty) days prior to their entry into force by publishing such amendments/additions on the Company's official website.

If the Client does not agree with the amendments referred to in this clause, the Client shall be entitled to terminate the Contract unilaterally before the amendments come into force.

10.4. The Contract may be amended or terminated by mutual Contract of the Parties by drawing up a single document signed by both Parties.

10.5. In the event of termination of this Contract, the Company shall be obliged to return funds to the Client (securities and funds transferred to the Company).