

Terms & Conditions

Terms & Conditions of the Investlink.io platform.

These Terms & Conditions ("Terms") set out general terms and conditions upon which Investlink Ltd. Private Company ("We" or "Company" or "Investlink") provides services of advising in investment and arranging deals in investments to individuals or legal entities ("You" or "Client" depending on context) by means of Investlink.io platform ("Platform").

These Terms, together with any attachments, accompanying documents, and/or additional agreements (which may be amended from time to time), constitute an agreement between you and Investlink ("Agreement").

Investlink holds a license in advising in investment and arranging deals in investments under No. AFSA-A-LA-2021-0037, issued on December 2, 2021 by the Astana Financial Services Authority ("AFSA") in the Astana International Financial Centre ("AIFC"). Investlink is regulated by the AFSA rules.

These Terms contain core information regarding the services that we will provide to you for your own protection in accordance with Rulebook. You should read them carefully before accepting them. If there is anything which you do not understand or if you require any additional information, please contact us or visit our website at www.investlink.io.

By clicking "I accept," or by downloading, installing, or otherwise accessing or using the services provided by Investlink, you agree that you have read and understood, and, as a condition to your use of the services, you agree to be bound by, these Terms. If you are not eligible, or do not agree to the Terms & Conditions, then you are not permitted to use the services of Investlink.

1. GENERAL INFORMATION

1.1. Company's registration and contact details.

Company's full name: Investlink Ltd. Private Company.

Business identification number: 211140900412.

Date of registration: November 18, 2021.

Legal address: Z05X5X7, Astana, Turan 30A, office NP-6.

Contact information: Correspondence address: Almaty, Al-Farabi 17/1, 5 floor;

E-mail: office@investlink.io

Telephone / WhatsApp: +7 (706) 430-27-27

1.2. Applicable Regulations.

Company is authorized and regulated by the AFSA. The Company is required to conduct its business and dealings with you in accordance with the AFSA Rules and other applicable laws and regulations ("Applicable Regulations"). You acknowledge and agree that this Agreement (as defined below) is executed within the AIFC and subject to AFSA rules.

- (i) if there is a conflict between the Agreement and any Applicable Regulations, the latter will prevail;
- (ii) nothing in the Agreement will exclude or restrict any obligation which we have to you under Applicable Regulations;
- (iii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
- (iv) all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
- (v) such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations will not render us or any of our directors, or officers, employees liable.

1.3. Communication between us:

We may communicate in writing, including; email or other electronic means, or orally (including by telephone). The language of communication will be either English or Russian language, and you will receive documents and other information from

us in English and Russian languages. If a document is translated into another language this will be for information purposes only and English version will prevail at all times.

1.4. Company's website:

Company's website at www.investlink.io ("Website") contains further details about Company and services and other information, relevant to this Agreement and the Website. In the event of conflict between the Terms and the Website, the Terms will prevail.

1.5. Client Agreement.

Agreement between Investlink and you is comprised of:

- (a) these Terms;
- (b) the Client on-boarding process and questionnaire, client identification form and any other forms or documents required by Investlink in the course of CDD (together the "Onboarding Forms");
- (c) the disclosures made available on the Platform and Website ("Disclosures");
- (d) the privacy policy available on the Website ("Privacy Policy");
- (e) any schedule of fees or other fee letter notified by Investlink (including via, email communications, the Website or Platform);
- (f) any other documents or notices prepared by Investlink containing specific terms applicable to services offered to the Client; and
- (g) any other documents, forms or terms annexed or scheduled to any of the above, which are all to be construed as one document together (the "Client Agreement") and constitute a Client Agreement for the purposes of the Astana International Financial Centre's Conduct of Business Rules ("Rulebook").

The Client Agreement is made in English and/or Russian languages, in case of any discrepancies, the English version shall prevail.

1.6. Capacity.

For the purpose of AFSA Rules, the Services (as defined below) are provided by default on the basis that the Client is a "Retail Client" who benefits from the regulatory safeguards afforded to that category of client protection under AFSA Rules. If you wish to be treated as a "Professional Client", you must state it in writing and undergo separate onboarding process.

1.7. Independent Decision:

You must make an independent decision as to whether or not to invest through the Platform subject to the Agreement and to the following conditions: You acknowledge and agree that we do not provide personalized, bespoke advice and/or recommendations and we will not advise on the merits or otherwise of your investment. You further acknowledge and agree that any curation of securities and related descriptions presented to you are for information purposes only and do not constitute personal recommendations or advice. The decision to invest is yours alone, and you are solely responsible for the effect any Transaction or collection of Transactions might have on your personal finances.

1.8. Conflicts of Interest:

We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy which we have put in place for this purpose, under which we have identified those situations in which there may be a conflict of interest, and in each case the steps we have taken to manage that conflict ("Conflict of Interest Document") a copy of which is found at the Website. Any changes and/ or moderations to the Conflict of Interest Document will be available at all times at the Website.

1.9. Market Abuse:

By entering into any Transaction you represent and warrant that:

- (i) you will act in accordance with any Applicable Regulations;
- (ii) you are not acting in any way which is intended to or may be considered to be "Market Abuse"(as such term is defined in the Applicable Regulations); and
- (iii) you are not acting with the intention of contravening any other provision of the Applicable Regulations.

1.10. Terms and definitions:

Capitalised terms not otherwise defined in these Terms are used in the context as defined in the Rulebook.

2. THE SERVICES

2.1. Investlink will provide the Client with the Services through the Platform. The Client can place Orders for Securities on the Platform which will be executed by the Broker.

2.2. The Client acknowledges and understands that Client has also to enter into a separate agreement with the Broker in order to gain access to the Services (form of the agreement is provided in Schedule 1). In providing the Services, Investlink will not handle or hold any Client funds and will not execute any Orders. The Broker will execute all Orders and all money and purchased Securities will be held by the Broker.

2.3. The Client understands, acknowledges and agrees that:

- (a) within the frames of the Agreement Investlink does not act as an investment adviser
- (b) it is fully and solely responsible for its Account and for any and all Orders placed through the Account;
- (c) all Orders are unsolicited and based on the Client's own investment decisions or the investment decisions of its duly authorized representative or agent;
- (d) Investlink provides no warranty as to the suitability of the Securities and assume no fiduciary duty to the Client;
- (e) Investlink does not give advice on legal, tax, accounting or any other specialist matters in any jurisdiction in connection with the Services and accordingly neither Investlink nor any Relevant Person shall incur any responsibility or liability with respect to any recommendation, comment, action or omission made by it or any Relevant Person in relation to any such matter;
- (f) no trading advice is provided through the Platform or Website and any information made available on the Website or Platform does not constitute a recommendation by Investlink to buy, sell or hold a particular security; and
- (g) Investlink does not supervise the Broker and will not be responsible, and will not be liable, in any circumstances for the Broker's actions.

2.4. As a part of the provision of the Services, the Client may also be requested to complete additional agreements, documents or forms as prescribed by Investlink from time to time, all of which, subject to acceptance by the Client, will form a part of the Client Agreement.

2.5. Investlink will be using and relying on publicly available information and information provided by or on behalf of the Client. It is understood and acknowledged that Investlink may assume and rely upon the accuracy and completeness of such information, however Investlink shall not assume any responsibility with regard to the accuracy of any publicly available information, whether provided by the Client or available in the public domain.

2.6. In providing the Services pursuant to the Client Agreement, Investlink acknowledges and agrees that it shall act in good faith and with due diligence.

3. OPENING AN ACCOUNT

3.1. To use the Services, the Client must have an Account to access the Platform. Once an Account is approved (subject to successful completion of CDD requirements) and opened as communicated to the Client by Investlink, the Broker will also open an account for the Client (the "Broker Account") for the purpose of executing Orders.

3.2. The Client understands that the Broker Account will be subject to the Broker's terms and conditions ("Broker Terms") which the Client must agree in order to receive the Services. Investlink has no duty to the Client in the event of default or breach of contract by the Broker in respect of the Client's Orders. For the avoidance of doubt, the Client shall be solely responsible for seeking compensation, damages or restitution from the Broker.

3.3. On submission of the Onboarding Forms, Investlink will share the Client's information with the Broker and may use the Client's information to conduct further enquiries about the Client as it (in its sole discretion) determines are necessary or appropriate in the circumstances, including identity checks. The Client agrees to cooperate with Investlink and supply any information that it requests promptly.

3.4. No Orders can be placed until an Account has been opened. The Account will not hold cash or Securities and is only used to record the Transactions.

3.5. The Account can only be used in accordance with the Client Agreement, Broker Terms and applicable laws. Client will need to choose a username and a password to access the Account and Investlink may also require other security details. It is Client's responsibility to take all reasonable steps to keep the Account safe. Client will need to change security details immediately and contact Investlink as soon as possible if Client thinks someone else knows them. Investlink may block access to the Account or block access to the Services if it is deemed necessary for security or legal reasons.

3.6. Client must not give any third party (including minors) any access to and/or control of the Account. If Client elects to give another person access to and/or control of the Account, the Client does so at own risk and Investlink will not be responsible for the decisions of that third party.

4. PLACING ORDERS

4.1. The Client will be able to view quotes on the Platform which are indicative price to buy, and sell each Approved Security on the Platform. A quote is not an offer by Investlink to buy or sell any products and may be different from the prices provided by other brokers, the market price, as well as the current prices on any exchanges or trading platforms. Quotes are updated and change constantly which means that the price to buy or sell may change between the time that an Order is placed and the time the Order is executed by the Broker. Investlink will inform the Client of the price that each Order was executed at. The number of shares or securities that are displayed on the Platform may also change between the time that an Order is placed and the time the Order is executed by the Broker.

4.2. The Client can place Orders on the Platform which will be sent to the Broker for execution. The Client understands that it has full responsibility and liability for Orders placed on the Platform.

4.3. Investlink does not guarantee that the final execution price will match the Order price. This is because the market may be volatile and/or the price may have moved up or down between the time that the Order was placed (or the time the limit order, take profit and/or stop loss order has been activated) and the time that the Broker executes the Order. This is known as slippage. When this happens, the Order will be executed by the Broker at the next best price. The Client should also be aware that system response, execution price, speed, liquidity, market data, and account access times are affected by many factors, including without limitation market volatility, size and type of Order, market conditions, system performance.

4.4. If the Client places an Order during: (a) times in which the market of the underlying is suspended (for example, during the weekend or at off-market hours, suspension due to market conditions or due to any other event in which the market of the underlying is suspended), and/or (b) during the time the market was open, however, the Order is triggered shortly following a suspension, then the applicable Order will be executed by the Broker as soon as is reasonable under the circumstances when market liquidity conditions are reasonable. Investlink does not guarantee that the Order will be executed by the Broker at the first available underlying market price at commencement of trading or within any specific range compared to other market prices which may be available to the Client from other sources. Investlink is not liable for any loss or for other claims which the Client may have in connection with such Orders.

4.5. Orders will be executed by the Broker during trading hours, as notified by Investlink on the Website or Platform from time to time.

4.6. Where the Client places an Order outside of market hours, or where the Security the Client is trading has a 24/7 market, but an Order is placed during a period where there is limited trading (for example during the weekend), the availability of the different functionalities which Investlink may provide as part of its services, including instructions which the Client may give in respect of a trade, may be delayed or may not be available. Investlink is not liable for any loss which results from the Client's inability to access or provide certain trading functionalities and instructions.

4.7. The Client may request to cancel or modify an Order which has not been executed by the Broker. However, Investlink does not and cannot guarantee that such request will be approved.

4.8. Investlink is not required to accept every Order that the Client make and Investlink reserves the rights to decline any Order or Transaction. If Investlink has accepted an Order, Investlink are not required to instruct the Broker to complete/execute every Order. Investlink provides below a non-exhaustive list of examples of situations where Investlink may not accept an Order, not instruct the Broker to execute or complete an Order, or cancel an Order:

- a) if Investlink reasonably believe the security of the Account or Broker Account is at risk, or if Investlink is concerned about unauthorized or fraudulent use of the Account. This might happen if Investlink think someone is using the Account or the Broker Account provider without the Client's permission.
- b) if Investlink reasonably believes that there is an error with an Order. For example, if Client has placed an Order that is unusually large and this has not typical for the Client;
- c) if the Order the Client has requested is unusual or for exaggerated volumes;
- d) if the Client violates pattern day trading as defined under the FINRA rules;
- e) if there is an error with the quote that is displayed. For example, if the quote is manifestly different to the market price, prices on exchanges, prices on trading platforms, and/or if the quote is clearly loss making;
- f) there is a change in applicable law, which means that the Order is no longer in compliance with applicable law;
- g) an exchange requests or recommends that the Order is cancelled; and
- h) the Client breaches any rules of trading. If an Order cannot be executed by the Broker for any reason or if an Order is cancelled, the Client will be notified accordingly through the Platform.

4.9. Where the Client enters into a Transaction, all fees, costs, and charges for that Transaction will become due and payable immediately upon execution, and the Broker will deduct the relevant sum from the Broker Account at that point.

4.10. The Broker may also deduct any fees, costs or charges which become due and payable from the Broker Account.

5. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

5.1. Investlink may, from time to time, require additional information and/or documents (including as required by anti-money laundering regulations and any other similar regulations applicable to Investlink ("AML"), as well as for anti-fraud measures or any other related internal procedures), or clarifications to information and/or documents which the Client have provided to Investlink. The information the Client provides to Investlink must be complete, accurate and not misleading. If the Client does not provide Investlink with the required information, or if the Client provide inaccurate, incomplete or misleading information, Investlink will not be able to open an Account for the Client, or, if the Client already has an Account, Investlink may freeze, block, or close the Account.

5.2. The Client is responsible for all tax returns, filings and reports on any Transactions undertaken pursuant to the Client Agreement and for the payment of taxes or any other liability arising out of, or in connection with, the investments held in the Broker Account.

5.3. The Client will be required to use Platform Credentials to access the Platform. The Client must keep all Platform Credentials confidential and must not disclose or make available such Platform Credentials to any third party. The Client must exercise due care to prevent any loss, theft or wrongful use of any Platform Credential.

5.4. The Client accepts sole responsibility for the use of the Account, which is for the Client's personal use only and understands the Client will be held responsible for any unauthorized use of the Account.

5.5. If a Platform Credential for access to Clients' Account is lost, stolen or has otherwise been intercepted by or revealed to third parties, the Client must immediately notify Investlink. Unless and until Investlink has received that notification, the Client will be responsible for any instruction or Transaction which has been processed through the use of a Platform Credential.

5.6. The Platform must always be used only for lawful purposes. The Client must not:

- a) use the Platform in any way that breaches any applicable laws, and/ or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- b) damage, disable, disrupt, hack into, unduly burden, circumvent security or otherwise disrupt the operation and security related features of the Platform, or attempt to carry out any of the foregoing, in any way for any reason. This includes introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful;
- c) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform or copy or adapt the Platform's software in anyway;
- d) use a buying agent or purchasing agent to use the Platform and/or Services on the Client's behalf;
- e) attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform;
- f) make any unauthorized use of the Platform, including collecting usernames and/ or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or Accounts by automated means or under false pretenses;
- g) use or attempt to use any automated program (including, without limitation, any spider, web crawler, data mining, robots, or similar data gathering and extraction tools) and/ or scraping technology to access the Platform or Website. Any such use or attempted use of an automated program and/ or scraping technology shall be a misuse of the Platform or Website. Obtaining access to any part of the Platform by means of any such automated programs and/or scraping technology is strictly unauthorized;
- h) systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Investlink;
- i) harass, annoy, intimidate, or threaten any other users or Investlink employees or agents engaged in providing any portion of the Platform to the Client; and
- j) use the Platform in a manner inconsistent with any applicable laws.

6. RIGHTS OF INVESTLINK

6.1. Investlink may monitor the Client's use of Platform to detect any improper activity.

6.2. Investlink reserves the right to restrict, temporarily or permanently the operation of the Platform at any time and with immediate effect, without incurring liability of any kind to the Client, if any of the following events occur:

- a) the Client has breached the terms of the Client Agreement;

- b) the Client is using the Platform in a manner that may cause Investlink to breach applicable laws, have legal liability or disrupt others use of the Platform; is using the Platform in a manner that may cause Investlink to breach;
- c) the Client is using the Platform for any illegal activities or where Investlink has reasonable suspicion that the Client may be doing so;
- d) Investlink becomes aware or suspect that the Account or Platform Credentials have been stolen, lost, damaged or otherwise compromised;
- e) Investlink become aware or suspect that the person logged into using the Account is not the Client;
- f) Investlink is required to do so by Applicable Laws or pursuant to a request by any government or regulatory body;
- g) scheduled downtime or recurring downtime;
- h) a Force Majeure event;
- i) the Client publishes, posts, transfers, distributes or uploads any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by Investlink; or
- j) if required by applicable law.

7. CLIENT FUNDS & BROKER ACCOUNT FUNDING

7.1. Investlink is not permitted under the AFSA Rules to receive or hold any funds on the Client's behalf. The Client acknowledges and agrees that all fund transfers will be made to the Broker and any funds relating to its Transactions will be held by the Broker.

7.2. The Client can send funds to the Broker Account by wire transfer or such other means offered by Investlink through the Platform from time to time. The Client understands that additional fees may apply to alternate methods of funding its Broker Account if such functionality is made available on the Platform and agrees to pay all such charges.

7.3. The Client acknowledges and agrees that it is solely responsible for reading and accepting the Broker Terms prior to sending any funds to the Broker.

8. FRACTIONAL SHARES

8.1. The Client can purchase fractional shares on the Platform. Fractional share purchases are rounded to the ninth decimal place, the value of the fractional shares to the nearest cent, and any dividends paid on fractional shares to the lower cent.

8.2. Orders for the purchase or sale of less than US\$1.00 will not be accepted. If due to Client's fractional share ownership the dividend distribution is less than US\$0.01, the Client will not receive the dividend.

8.3. The Client understands and acknowledges that fractional shares within the Account:

- (a) are unrecognized, unmarketable, and illiquid outside of the Platform;
- (b) are not transferable in-kind; and
- (c) may only be liquidated and the proceeds transferred out via a wire transfer.

8.4. The Broker will act in either a principal or riskless principal capacity with respect to the fractional share components of a Transaction. On voting when owning fractional shares, the vote will be added to the aggregate vote total for all shares of such security and communicated to the applicable vote tabulator for the meeting or shareholder event.

8.5. The Client may be eligible to participate in mandatory corporate actions such as stock splits, mergers, or spin-offs. Where available, the Broker will distribute fractional shares in the event of stock splits.

9. PLATFORM CONTENT

9.1. The Client may be permitted to chat, share, participate in blogs, message boards, online forums, social networks and other such networks (the "Networks") on the Platform. The Platform may also provide the Client and other users of the Platform with the opportunity to create, submit, post, display, transmit, publish, distribute or broadcast content and materials to or via the Platform, including without limitation, any text, sounds, videos, images, graphics, or personally identifiable information or other material ("Platform Content"). In case of personal data and information, or personally identifiable information, it is the Client's responsibility to secure affirmative, explicit consent from the person whose data the Client shares on the Platform.

9.2. The Client must have rights to the Platform Content it posts. Any Platform Content posted by the Client will be considered non-confidential and non-proprietary, and treated as such by Investlink, and may be used by Investlink in accordance with these Terms without notice to the Client and without any liability to the Client.

9.3. The Client acknowledges and agrees that Investlink may (but is not required to) moderate, monitor, review, share and record any Platform Content (including the content of the Client's oral or written communications) that the Client makes available on the Platform and may, without prior notice to the Client and in its sole judgment, remove Platform Content for any or no reason, at any time. Unless required by applicable law, Investlink assumes no liability for any failure to remove or any delay in removing Platform Content and does not assume any responsibility or liability for the use, sharing, and/or storage of Platform Content.

9.4. The Client hereby grants Investlink a royalty-free, perpetual, irrevocable, fully transferable and sub-licensable, non-exclusive, worldwide right and license to use Platform Content in any and all media in any manner and for any purpose (including without limitation commercial, advertising, and promotional purposes) to the greatest extent permitted by applicable law, including without limitation the rights to reproduce, copy, modify, perform, display, publish, distribute, broadcast, transmit, or otherwise communicate to the public, or create derivative works from or adapt, use or otherwise exploit by any means whether now known or unknown and without any further notice or compensation to the Client of any kind. This license grant to Investlink will survive the termination of the Client Agreement.

9.5. All Platform Content that the Client uploads to the Platform must be accurate, genuine and comply with the applicable laws. Platform Content must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful, discriminatory, unethical, immoral, confidential, proprietary, illegal or inflammatory;
- (c) infringe the intellectual property rights of a third-party;
- (d) trick, defraud, or mislead Investlink and other users or attempt to, especially in any attempt to learn sensitive Account information such as user passwords; and
- (e) be used to impersonate any person, or to misrepresent the Client's identity or affiliation with any person.

9.6. The Client acknowledges and agrees that certain content may be provided by third parties or other clients and made available to Investlink by or through the Networks. Such content is not advice created or provided by Investlink and does not constitute a recommendation to buy, sell, or hold any security or securities. Investlink does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted on the Platform or endorse any opinions expressed on the Platform. The Client understands that by using the Platform, the Client may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Investlink may not monitor or control the content posted on the Platform and, Investlink cannot take responsibility for any content. The Client understands and acknowledges that such content has not been verified or approved by Investlink and does not represent Investlink's views or values. Reliance on such content is at the Client's own risk and Investlink will not be responsible or liable to the Client under any circumstances.

10. RISK WARNINGS

10.1. In accordance with the Rulebook, Investlink draws its Clients' attention to certain important risks relating to their actual, expected or otherwise future possible activity on financial markets. Any investment or operation involves risks, irrespective of the market, the issuer and/or the underlying concerned.

10.2. Usual risks notably include rates risks, which can be related to fluctuations of interest rates, exchange rates, other general factors influencing the market or specific factors relating to the issuer, as well as creditors' and shareholders' risk related to the issuer's solvency and default. All investments carry risk.

10.3. The absence of diversification of placements is a source of risks. The value of a portfolio can vary in any time, independently of the generalized fluctuation of the markets or strategy adopted in terms of risks and in spite of the diligence with which it is managed.

10.4. The Client receives, directly or through Investlink, standardized information regarding the nature and risks of securities transactions. Such information is similarly applicable, insofar as relevant to transactions on currencies and other markets or underlying assets. Information provided to the Client may not disclose all the risks and other significant aspects of trading in financial markets. Depending on the instruments or operations, the Client can lose all or part of the invested sums and, in certain cases, be required to pay a higher amount than the amount originally invested.

10.5. The Client must not just assess each risk associated with a single trade in isolation. While the risk may be low and minor, the risks of trading as a whole can be high and significant.

10.6. Trading in securities is highly speculative and involves a significant risk of loss. Such trading is not suitable for all investors so the Client must ensure that the Client fully understand the risks before trading. The Client should carefully consider its investment goals, level of experience, and risk appetite. The Client's potential liability is unlimited and there is a possibility that the Client can lose some or all of the Client's initial investment and any profit and therefore the Client should not invest money that the Client cannot afford to lose.

10.7. The Client should undertake such transactions only if the Client understands the nature of the trading which the Client engages in and the extent of the Client's exposure and risk.

10.8. There are no guarantees of profit nor of avoiding losses when trading in securities. The Client has received no such guarantees from Investlink. The Client should be aware of the risks inherent in trading in securities and financially able to bear such risks and withstand any losses incurred. The contents of any information, research or report provided should not be construed as an express or implied promise, as a guarantee or implication that Client will profit from the strategies or as a guarantee that losses in connection therewith can or will be limited.

10.9. The contents of any information, research or report should not be construed as an express or implied promise, as a guarantee or implication that the Client will profit from the strategies herein or as a guarantee that losses in connection therewith can or will be limited.

10.10. Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a stop order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

10.11. A stop market order is an Order, placed with the Broker, to buy or sell a particular stock at the market price if and when the price reaches a specified level. Stop orders are often used by traders in an effort to limit the amount they might lose. If and when the market reaches whatever price the Client specifies, a stop order becomes an Order to execute the desired trade at the best price immediately obtainable. There can be no guarantee, however, that it will be possible under all market conditions to execute the Order at the price specified. In an active, volatile market, the market price may be declining (or rising) so rapidly that there is no opportunity to liquidate the Client's position at the stop price the Client has designated. Under these circumstances, the Broker's only obligation is to execute the Order at the best price that is available. Therefore, stop orders may reduce, but not eliminate, the Client's trading risk.

10.12. Investments always entail some degree of risk. The Client should be aware that:

- (a) some investments in stock cannot easily be sold or converted to cash. The Client should check to see if there is any penalty or charge if the Client must sell an investment quickly;
- (b) stock investments are not insured against a loss in market value; and
- (c) stock the Client owns may be subject to tender offers, mergers, reorganizations, or third-party actions that can affect the value of the Client's ownership interest. There are risks associated with utilizing electronic trading system including, but not limited to, failure of hardware, software and internet connection. One result of such a failure may be that the Client's Order is either not executed according to the Client's instructions or is not executed at all.

10.13. All Client accounts are self-directed. Accordingly, Clients are solely responsible for any and all orders placed in their Account and understand that all orders entered by them are unsolicited and based on their own investment decisions or the investment decisions of their duly authorized representative or agent. Consequently, any Client agrees that neither Investlink nor any of its employees, agents, principals or representatives:

- (a) provide investment advice in connection with any Account;
- (b) recommend any security, transaction or order;
- (c) solicit orders;
- (d) act as a market maker in any security;
- (e) make discretionary trades; and
- (f) produce or provide research. To the extent research materials or similar information is available through the Websites, these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

10.14. Investlink will have no liability or duty of indemnification for any claims, losses, damages, costs or expenses, caused, directly or indirectly, by any malfunction or failure of any transmission, communication system, computer facility or trading software, whether belonging to Investlink, the client, any exchange or any settlement or clearing system and/or for any third party violations and/or from any actions or events outside Investlink's control. Investlink is not responsible for the breach of internet security with respect to the Account.

10.15. The Client should ensure that it understands all commissions, fees and other charges for which the Client will be liable. If any charges are not expressed in the fee terms the Client should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

10.16. If the Client deals with transactions on markets in other jurisdictions including markets formally linked to a domestic market, the Client may be exposed to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trades the Client should inquire about any rules relevant to the Client's particular Transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Transactions have been affected.

11. INSTRUCTIONS

11.1. Investlink will only receive instructions from the Client.

11.2. Except as otherwise specified by Investlink from time to time, and depending on the nature and content of such communication, such communication may be sent to Investlink:

(a) by email to an address provided to the Client, from time to time or through the chat function on the Platform; or

(b) via electronic communication channels approved for use by Investlink for the purposes of the Client Agreement from time to time. For the avoidance of doubt, communications via social media channels, including WhatsApp or similar platforms, shall not be considered a valid communication method under the Client Agreement.

11.3. Investlink may, from time to time and in its discretion, require the Client to send communications in a specific form or by a specific method, depending on the Client's profile or the Service to which the communication relates, or for any other reason that Investlink considers appropriate.

11.4. All communications will only be deemed to be validly given or served by the Client when received by Investlink. Instructions will only be considered to have been received, on receipt by Investlink, when they are received during usual business hours, or at the start of the next business day, when they are received outside usual business hours or on a public holiday.

12. STATEMENTS

12.1. Statements showing the composition and value of the Account and Broker Account and ongoing transactions will be provided on the Platform on a daily and monthly basis.

12.2. Valuation levels used in statements for the Account to reflect the assets held in the Broker Account will reflect Investlink's good faith effort to ascertain fair market values for the assets based on pricing and valuation information that Investlink believes to be reliable and which may comprise and be based on valuation information provided by the Broker. Variations in market conditions will mean that the prices shown in periodic statements and any other reports do not necessarily reflect realizable values.

13. NO WARRANTIES

13.1. The Client's access to and use of the Services and/or the Platform is at the Client's own risk. The Platform is provided on "as is" and "as available" basis without any representations or any kind of warranties whatsoever (whether expressed or implied by law). Investlink disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, the warranties as to functionality, operability, accessibility, accuracy, correctness, reliability, updatedness, timeliness, satisfactory quality, merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Investlink does not owe a duty of best execution on orders and transactions.

13.2. Without limiting the foregoing, Investlink does not warrant that the Services, functions contained in or access to the Platform or other content will be timely, uninterrupted or errorfree without omission, that defects will be corrected, or that the Platform or its contents are free of infection by computer viruses and/or other harmful or corrupting code, programme, macro and such other unauthorized software, or that the download, installation or use of or content of the Platform in or with any computer will not affect the functionality or performance of the computer. Investlink is not responsible or liable for the deletion or failure to store any content maintained or posted by or through the Platform.

13.3. Investlink has the right, in its sole discretion, to refuse any application for an Account, disable any Platform Credential, whether chosen by the Client or provided by Investlink, for any or no reason, including if, in Investlink opinion, the Client has violated any provision of these Terms.

13.4. Investlink does not guarantee that the Website and/or Platform, or any content on it, will always be available or be uninterrupted. Investlink may suspend, withdraw or restrict the availability of all or any part of the Website and/or Platform for business and operational reasons.

13.5. Although Investlink makes reasonable efforts to update the information and content on the Platform, Investlink makes no representations, warranties or guarantees, whether express or implied that the information and content on the Platform is accurate, complete or up-to date at any time.

13.6. The Client understands that neither the Broker nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party.

13.7. The Client consents to the use of automated systems or service bureaus by the Broker in conjunction with the Broker Account, including, but not limited to, automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). The Client understands that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to the Client.

13.8. The Parties acknowledge and agree that Investlink does not owe a duty of best execution in relation to any orders and transactions executed through its services. The Client is responsible for assessing the execution of orders and transactions and determining their satisfaction with the results. Investlink shall not be held liable for any potential loss or

damages resulting from the execution of orders and transactions, as it is not obligated to secure the most favorable terms for the Client in such transactions.

14. EMAIL AND ELECTRONIC COMMUNICATION

14.1. The Client acknowledges and agrees that:

- (a) Investlink shall be entitled in its sole discretion to refuse to accept or to execute an email instruction or to require receipt of an original or facsimile instruction or phone confirmation prior to executing such instruction; and
- (b) transmission by telephone or any other electronic means, including e-mail, is an expeditious means of communication and has various risks inherent and associated with this form of communication and it is fully prepared to accept such risks.

15. RESTRICTIONS ON SERVICES PROVIDED BY INVESTLINK

15.1. The Client acknowledges and agrees that Investlink shall not within the frames of the Client Agreement:

- (a) execute Transactions on its behalf nor otherwise act as a principal or agent on its behalf in relation to any Transactions;
- (b) recommend an investment solution to the Client or provide the Client with any investment advice in relation to the financial products and services;
- (c) be required to provide any confirmation note in respect of any instructions or orders; or
- (d) provide any valuations in relation to any Investments or accounts.

16. FEES AND CHARGES

16.1. Services are currently free of charge, however certain features of the Platform may require the Client to pay fees to Investlink. If applicable, the fees will be listed in detail in on the Website on page Tariffs. All fees shall be non-refundable.

16.2. The Client agrees that Investlink is entitled to introduce certain fees and charges for any feature of the Services, determine pricing and amend such fees and charges from time to time, by providing the Client with thirty (30) days notice of any such introduction or amendment, in writing.

16.3. A separate fee disclosure statement shall be separately issued to the Client prior to effecting any changes to the fees and charges.

16.4. If any material changes are proposed to fees and charges that have been previously disclosed, a new fee disclosure statement will be given to the Client before making the changes to the fees and charges.

16.5. The Client authorizes Investlink and its third-party payment processors to charge all fees payable in relation to the Services to the payment method specified in the Account.

16.6. Investlink may suspend or terminate access to the Services, including fee-based portions of the Services, for any Account for which any amount is due but unpaid.

16.7. The Client is also liable for all costs, fees, charges, expenses, levies, taxes and duties arising from or in relation to the Services by Investlink and/or its affiliates or any third-party service provider appointed in connection with the same. The Client is also liable for all costs, fees, charges, expenses, levies, taxes and duties arising from or in relation to the Services provided by Investlink and/or its affiliates, the Broker or any other third-party service provider appointed in connection with the Services.

16.8. Certain payments due under the Client Agreement (if chargeable) might be subject to applicable value added tax as per the Tax Code of the Republic of Kazakhstan.

17. WARRANTIES AND REPRESENTATIONS

17.1. Each of the representations and warranties set out in this Clause are given by the Client on the Effective Date and are deemed to be repeated by the Client, by reference to the circumstances then prevailing, each day during the term of the Client Agreement.

17.2. The Client hereby represents and warrants to Investlink that:

- (a) it has the power, capacity and authority to enter into and perform its obligations under the Client Agreement or any Transaction contemplated by the Client Agreement;
- (b) the Client Agreement has been duly and validly authorized by the Client (as applicable) and is a valid and binding agreement enforceable against it in accordance with its terms;

(c) nothing in the Client Agreement conflicts with any other obligation that the Client is bound by, whether arising under contract, operation of law or otherwise and by accepting the terms of the Client Agreement the Client will not be breaching any term of provision under any other agreement it is a party to;

(d) any authorised persons or authorised signatories communicated to Investlink in writing, are duly authorised by the Client and such authorisation has not been revoked. Investlink are entitled to assume that any instructions, notices, authorisations, commitments or requests (whether in writing or not and however communicated to Investlink) have been properly authorised by the Client if they are given or purport to be given by an individual or person who is or purports to be and is reasonably believed by Investlink to be authorised by the Client to give such instructions, notices, authorisations, commitments or requests;

(e) any information provided by the Client is correct, true and complete to the best of its knowledge and that it is responsible for updating Investlink in writing of any changes to the information provided;

(f) The Client agrees that Investlink may rely on this information (including without limitation to determine if the Client qualifies as a Retail Client or Professional Client under the AFSA rules);

(g) it shall promptly provide Investlink with any other relevant information which it may reasonably request from time to time. Additionally, the Client shall promptly notify Investlink if there is any material change in any information the Client has previously provided to Investlink or of any changes in the Client's financial situation or any other event that may have an impact on Investlink's ability to provide the Services;

(h) it will be acting as principal and for its own account at all times in relation to the Services;

(i) it is aware that its tax liability (if any) will depend on its own particular circumstances, that the impact and consequences of local or foreign taxation implications remain its responsibility at all times, that it will consult a tax specialist before investing in specific Investments and that Investlink will not be liable for any taxes arising from purchases or sales of Investments made on the Client's behalf;

(j) it has been provided with, and has read and understood, adequate information regarding any Services to be provided under the Client Agreement, to enable it to make informed decisions;

(k) it is solely responsible for determining the suitability of any particular investment strategy, Transaction, or security;

(l) in entering into any Transaction, it has been solely responsible for making its own independent appraisal and investigations into the risks of the Transactions;

(m) It has sufficient knowledge, market sophistication, professional advice and experience to make its own evaluation of the merits and risks of the Transaction;

(n) it understands and agrees to the risk of incurring a loss when incurring indebtedness or when effecting transactions in securities;

(o) neither the Client nor an immediate family member:

(i) is a senior political figure;

(ii) is a senior executive at or a 10% or greater shareholder of a publicly traded company;

(iii) is affiliated with or employed by a stock exchange, securities company, regulatory body, member firm of an exchange, FINRA or a municipal securities broker-dealer;

(p) neither the Client nor an immediate family member:

(i) is a person that is listed on, owned or controlled by a person listed on, a sanctions list, or a person acting on behalf, or at the direction, of such a person located in or organised under the laws of a country or territory that is the subject of country- or territory-wide sanctions or a person who is owned or controlled by, or acting on behalf or at the direction of, such a person or otherwise the direct or indirect target of sanctions; or

(ii) is engaging in or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any applicable sanctions; and

(iii) will not use any of the Services, or other funds held by the Broker or third-party provider or otherwise resulting from the relationship with Investlink, for any transaction, either directly or indirectly, with any person located or domiciled in a sanctioned or prohibited country, with any sanctioned or restricted person, or for any unlawful purposes.

18. CUSTOMER DUE DILIGENCE REQUIREMENTS

18.1. Investlink applies a risk based approach and undertakes CDD in a manner proportionate to the Customer's money laundering risks. This means that all Clients are subject to some form of CDD, but the exact level of review will depend upon the overall risk presented by each Customer.

18.2. Prior to the acceptance of the Client Agreement (but in any event prior to the provision of any Service), the Client shall provide Investlink with all such details and documents as may be required by Investlink in order to complete its customer

due diligence, anti-money laundering and any other obligations required as per the Rulebook, under AIFC or other applicable law.

18.3. The Client acknowledges and agrees that Investlink shall have full discretion to decline to provide any Service to the Client and reserves the right to terminate the relationship (and any agreement documenting the same) between the Client and Investlink if the customer due diligence procedures or requirements have not been completed in due order.

19. CLIENT CLASSIFICATION

19.1. The Client may be classified either as a “Retail Client” or as a “Professional Client”. Investlink has classified the Client as a “Retail Client” in order to provide the Client with the retail customer protections and compensation rights that may generally be available to a Retail Client under the Rulebook.

19.2. The Client hereby confirms its understanding of the retail customer protections and compensation rights that may generally be available to a Retail Client under the Rulebook, and confirms that it has consented to classification as a “Retail Client”.

19.3. The Client hereby acknowledges and agrees that regulatory protection under the Rulebook and any AFSA Rules does not apply to relationship between Broker and Client since it is outside of jurisdiction of AIFC. In the event of the Broker’s failure, assets in accounts carried and cleared by the Broker are protected in accordance with the Securities Investor Protection Corporation (“SIPC”) up to \$500,000 (including up to \$250,000 for uninvested cash). Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 202.371.8300.

20. COMPLAINTS AND RESOLUTION

20.1. If an expression of dissatisfaction relating to the provision of, or failure to provide, the Services and/or a statement by the Client stating that they are making or wish to make a Complaint is received, it will be investigated thoroughly and promptly, in accordance with the AFSA regulations and requirements. This is without prejudice to the Client’s right to complain to any competent regulatory or relevant body.

20.2. All Complaints should be made in writing through the in app chat and/or by email and directed in the first instance to Investlink’s Compliance and Money Laundering Reporting Officer (“CO”) at compliance@investlink.io.

20.3. On receipt of a written Complaint, an employee of Investlink will complete the Complaints form. This will be submitted to the Compliance Officer for further investigation. Failure to report any Complaints received to the appropriate party may result in disciplinary action being taken against the relevant staff member.

20.4. On receipt of a Complaint, the CO will promptly acknowledge receipt of the same to the complainant in writing and also provide the complainant with the contact details of the individual responsible for handling the Complaint. Compliance will ensure that any individual handling the Complaint is or was not involved in the conduct of the financial service about which the Complaint has been made, and is able to handle the Complaint in a fair and impartial manner.

20.5. Depending on the severity of the Complaint, Investlink:

- (a) seeks to resolve the Complaint on the same day of receipt. If resolution is possible on the same day, the resolution will be communicated in writing by either the Compliance Officer or the Senior Executive Officer, as appropriate on that day;

- (b) in the event the Complaint cannot be resolved the same day, the Compliance Officer will acknowledge receipt of the Complaint in writing to the Client as soon as possible and at the very least within 7 days of receipt, provide an overview of Investlink’s Complaint procedures, and provide a timeframe for resolution, which should be as soon as possible and at the very least within 60 days from receipt. Investlink will also aim to provide an update to the complainant where the resolution of the Complaint is expected to take more than thirty (30) days.

20.6. Upon conclusion of an investigation of a Complaint Investlink will promptly advise the complainant:

- (a) in writing of the resolution of the Complaint;

- (b) provide the complainant with clear terms of redress, if applicable; and

- (c) comply with the terms of redress if accepted by the complainant.

- (d) If the Client is not satisfied with the terms of redress offered, Investlink will inform the complainant of other avenues, if any, for resolution of the Complaint and provide him with the appropriate contact details upon request. Such other avenues for resolution of a Complaint may include an external dispute resolution scheme, arbitration or the AIFC Court.

20.7. A copy of its Complaints handling procedures is available free of charge to any Client upon request.

21. DISCLOSURE OF CLIENT-RELATED DATA

21.1. Investlink will observe the requirements of the AIFC Data Protection Regulations No.10 of 2017 (the “DP Rules”) in the performance of their obligations under the Client Agreement.

21.2. Any Personal Data (as defined in the DP Rules and if relevant, Special Categories of Personal Data (also defined in the DP Rules) (together the "Personal Data") that Investlink (as a Data Controller) may hold about any individuals associated with the Client, may include, without limitation, identification and authentication information, contact information and financial information. This Personal Data may come from: (i) information received from the Client; (ii) gathered from the Client's interactions with Investlink, for example, the Client's use of the Services; or (iii) from external parties for example but not limited to, credit reference agencies or fraud prevention agencies.

21.3. Investlink shall process the Personal Data for the purposes of:

- (i) implementing the arrangements set out in the Client Agreement;
- (ii) for any purposes connected with the Services offered by Investlink or by affiliates, including for direct marketing purposes;
- (iii) to carry out regulatory checks and meet obligations to regulators;
- (iv) to prevent and detect fraud, money laundering and other crime;
- (v) to assess and improve services and for training and quality purposes;
- (vi) to comply with all applicable laws, rules and regulations; and
- (vii) to enable Investlink to enforce their rights under the Client Agreement if necessary.

21.4. Personal Data may be disclosed to the AFSA, the National Bank of the Republic of Kazakhstan or any other regulatory, supervisory, fraud detection, credit referencing, tax or other authorities upon request or otherwise as required by Investlink. Investlink may also disclose and transfer Personal Data to third-party service providers, counterparties, affiliates or agents and advisers (including subcontractors) or to any other party that Investlink engages for the purposes of carrying out the Services or processing a Transaction for the Client or for processing or storing the Client's information.

21.5. Investlink may transfer Personal Data to third parties outside of the AIFC, for the purposes set out in the Client Agreement. Where a transfer, is being made to either to a jurisdiction which does not provide an adequate level of protection under the DP Rules or where the appropriate safeguards are not in place, the Client acknowledges their awareness that the data protection legislation outside the AIFC may not offer the same level of protection as the DP Rules.

21.6. If Investlink delegates and/or collaborates on certain tasks arising out of or in connection with the Services to third parties, it shall ensure that such Personal Data is used and processed only to the extent that it is authorised to do so under the Client Agreement. This may include without limitation, the processing and transfer of such Personal Data outside of the AIFC to (i) the Group entities outside the AIFC and Republic of Kazakhstan collaborating with Investlink or acting on its behalf for the purpose of assistance in connection with the Services, including without limitation administrative, accounting and support tasks, (ii) as well as to professional service firms who provide services to Investlink or on its behalf (including data storage facilities or online storage located outside the AIFC or Republic of Kazakhstan, which may be operated by independent service contractors). The Client hereby expressly consents and authorises Investlink to provide third parties with its Personal Data, information and documents that are necessary for the performance of the Services and the delegated tasks and/or the collaboration related thereto.

21.7. Investlink may retain the Personal Data for such period as considered necessary to comply with legal or regulatory obligations or to defend any potential claim. Under the DP Rules the relevant individuals have the right to see the Personal Data Investlink holds about them, request rectification or erasure of any Personal Data held by Investlink and restrict or object to the processing of any of their Personal Data by Investlink.

21.8. For further information on Investlink's Privacy Policy, please see our Website.

21.9. The Client may contact compliance@investlink.io for further information about the processing of Personal Data.

22. CONFIDENTIALITY

22.1. Each Party shall at all times respect and protect the confidentiality of information acquired in consequence of the Client Agreement and shall not disclose any such information to any person, firm or Client whatsoever, except pursuant to any right or obligation to which either Party may be entitled or bound under compulsion of law or pursuant to the requirements or request of any competent regulator or governmental body or in the case of Investlink, where reasonably necessary for the performance of the Services. This Clause shall not apply to information which is in the public domain otherwise than due to a breach of this Clause.

22.2. Nothing in this Clause shall prevent the disclosure of information by either Party to its respective auditor, legal or other professional adviser, or in Investlink's case, to any member of the Group or any counterparty or other third party service provider (including external fund manager or asset managers), where and only to the extent reasonably required for the proper performance of its respective duties under the Client Agreement or in relation to any other regulatory or legal requirement or request.

22.3. If Investlink knows or suspects that the Services may be used in relation to the proceeds of crime, financial terrorism and/or for money-laundering or any related activities, Investlink is obliged to report the fact and nature of the knowledge or suspicion to the relevant authority in the Republic of Kazakhstan and the AFSA and to such other local or foreign regulatory or supervisory authorities as may be applicable.

22.4. The Client hereby appoints and designates Investlink to be its contact with any other third party service provider and the Client confirms that, for the purposes of this Clause, this authorisation and acknowledgement is intended to be for Investlink's benefit.

23. CONFLICT OF INTEREST

23.1. Investlink must take all reasonable steps to ensure that conflicts of interest between itself and its Clients, between its employees and Clients and between one Client and another are identified and then prevented or managed, or disclosed, in such a way that the interests of a Client are not adversely affected.

23.2. Occasions can arise where Investlink, or one of its Clients, will have some form of interest in the business that it is transacting for the Client. If this happens, Investlink will inform the Client in writing and obtain its consent before Investlink carries out the Client's instructions and detail the steps Investlink will take to ensure fair treatment. Investlink have arrangements in place to ensure its Clients are treated fairly, and have a conflict of interest policy in place as part its Compliance Manual to help manage the risks. The Client may ask for a copy of this policy at any time.

23.3. The conflicts of interest must be prevented or managed in a way which endeavors to ensure that the interests of a Client are not adversely affected, that all of its Clients remain fairly treated, and that the interests of Investlink and of staff do not take precedence over the interests of Clients.

23.4. Where Investlink is unable to prevent or manage the conflict of interest in the above manner it will decline to act for that Client.

23.5. Investlink or one of its affiliates may have an interest, relationship or may have entered into arrangements in connection with any Services offered by Investlink or by its affiliates ("Interest"). Such an Interest may not be separately disclosed to the Client before or at the time the Client enters into any Transaction or arrangement.

24. SEVERABILITY

24.1. If any provision of the Client Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability:

- (a) in that jurisdiction of the rest of that provision or of any other provision of the Client Agreement; or
- (b) in any other jurisdiction of any provision of the Client Agreement.

25. LIMITATION OF LIABILITY

25.1. Each Party shall perform its duties and obligations under the Client Agreement with all due care, skill and diligence and will hold the other Party and its respective partners, directors, officers, and employees (the Party and each such person being an "Indemnified Party") harmless and indemnify it in respect of any loss, expense, or claim (including the reasonable cost of defending any such claim) which such Indemnified Party may incur as a result of the gross negligence or willful misconduct of the defaulting Party in complying with its duties under the Client Agreement.

25.2. Either Party will not be liable in any case to the extent that any loss, claim, damage, liability or expense is primarily attributable to the proven gross negligence, fraud, willful or deliberate misconduct of an Indemnified Party.

25.3. The Client shall be liable for any damage resulting from civil incapacity on their behalf if Investlink could not have known of this incapacity using ordinary due diligence. The Client shall always be liable for any damage resulting from incapacity on the part of any holder of a power of attorney or third party.

26. TELEPHONE AND ELECTRONIC RECORDING

26.1. The Client is hereby informed that in order for Investlink to fulfill any contractual obligation with the Client it would engage in recording telephone discussions and electronic communications (including instructions or orders) it has with the Client or any third parties including any authorised persons, directors, officers, employees and representatives of the Client and that such recordings and communication will be kept by Investlink in any medium, and will be Investlink's sole property. If relevant, the Client agrees to obtain any necessary consents from (and give any necessary notice of these recordings and retention to) its authorised persons, directors, officers, employees and representatives.

26.2. Telephone and electronic recordings may be used for regulatory purposes or for the purpose of evidencing communication between the Parties and the Client hereby agrees that such recordings may be admissible in evidence in any proceedings and that Investlink may deliver copies of all communications or transcripts of such recordings to any court or regulatory authority without any restriction or limit in time or in jurisdiction.

26.3. The Client agrees to hereby waive any right which may entitle it to apply for the auditing or production of the recordings or records, other than to comply with an order of a court or other relevant authority with jurisdiction over Investlink.

27. TAXES

27.1. Investlink shall not provide any advice to the Client regarding tax, legal or other regulatory implications of investments in particular or the Client's tax position in general. The Client is recommended to consult a tax and/or legal specialist regarding such matters.

27.2. The Client shall be responsible for understanding and complying with any legal, tax and regulatory constraints or obligations that may apply to it in any relevant jurisdiction and for the consequences thereof, particularly the obligation to declare its assets, income and the transactions carried out. The Client confirms that it shall solely be liable for any damage or loss that arises from applicable legal, tax and regulatory obligations or constraints.

27.3. Investlink's responsibility is relieved in case of omission by the Client to answer correctly and fully in relation to any tax duties in a relevant country of residence or to any country which might consider the Client as being liable for taxes.

28. THIRD PARTY SERVICE PROVIDERS

28.1. Investlink is entitled to delegate or outsource the performance of certain features of Service under the Client Agreement to any licensed, suitably qualified and experienced third party service provider. The Client consents to Investlink providing certain information and/or documentation about Client to third party service providers, including payment processors and Broker, as shall be required to perform the Client Agreement, including for the purpose of conducting any CDD/AML procedures, and/or pursuant to an inquiry or investigation for CDD/AML purposes.

28.2. Investlink may also introduce the Client to a third party service provider and arrange for such third party service provider to provide the Client directly with services relating to its Investments or other agreed upon requirements through such third party service provider's website/mobile application or otherwise based on a separate contractual arrangement between Client and such third party service provider. The Client acknowledges and agrees that Investlink shall not be liable for any liability or loss (including lost profits or loss of opportunity) arising out of or in relation to any services of third party service provider arranged for the Client in this respect.

29. TERM & TERMINATION

29.1. The Client Agreement shall come into force immediately when one or more of the following occurs:

- (a) when Investlink communicates with the Client that it has approved the Account and all CDD and AML requirements have been satisfied; and/or
- (b) when the Client uses, or agrees to use, any of the Services. each the "Effective Date".

29.2. The Client Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this Clause.

29.3. The Client Agreement may be terminated by either Party by thirty (30) days prior written notice.

29.4. Notwithstanding Clause 29.3, the Client Agreement may be immediately terminated, without any notice requirement by Investlink, and all outstanding payments hereunder or in connection herewith will become immediately and irrevocably due:

- (a) if the details and documents required under Clause 18 (Customer Due Diligence Requirements) are not provided to the satisfaction of Investlink or if the Client fails to satisfy any KYC or AML requirement;
- (b) upon the commencement of proceedings for bankruptcy, liquidation, winding-up or any similar of the Client or analogous event or situation in any jurisdiction;
- (c) in the case of Investlink being so required by any competent court, regulatory or supervisory authority;
- (d) if the Client fails to pay any fees, charges, costs, or other monies due to Investlink or any third party service providers at the time at which such monies become due and payable;
- (e) if the Client does not, upon request by Investlink, provide Investlink with any information or documents relating to the Client that Investlink is or may be required to maintain in accordance with any applicable law and/or the Client Agreement;
- (f) if Investlink deems that the continuing provision of the Services poses a reputational, regulatory, operational, or any other risk to Investlink;
- (g) if Investlink believes that the Client may be in breach of any applicable law; and/or
- (h) if there are any other valid reasons why Investlink believes it is necessary to do so.

29.5. Notice of termination of the Client Agreement shall not affect the rights obtained and duties incurred prior to the effective date of such termination.

29.6. Upon receipt from Client or sending to Client a notice of termination in accordance with Clause 29.3. Investlink will notify the Broker to close such Client's Broker Account. The redemption of Client's funds will be made by Broker in accordance with the Broker Terms less any obligations owed to Broker by the Client. The Client acknowledges and agrees that Investlink shall have no liability with respect to any acts, omissions, or breaches on part of the Broker in relation to closure of Client's Broker Account.

30. NO AGENCY

30.1. In providing the Services to the Client, Investlink:

- (a) does not act as the agent, partner, employee or representative of any relevant third party service provider; and
- (b) has no authority to legally bind any third party service provider to any obligations, and accordingly, all the Client's instructions, orders, inquiries and requests relayed or routed through Investlink are subject to such third party service provider's confirmation and acceptance.

31. TRANSFER

31.1. The Client's rights under the Client Agreement are not capable of assignment or transfer and the Client's obligations shall not, without Investlink's express written consent, be capable of performance by anyone. Investlink may, without the Client's consent, assign or transfer all or any of its rights and obligations under the Client Agreement either to another appropriately authorized member of the Group, or an entity that it merges, consolidates or amalgamates with or to which it transfers all or substantially all of its assets, or to another Client which succeeds to its business as contemplated by the Client Agreement.

32. WAIVER

32.1. Any waiver of any part of the Client Agreement must be in writing and executed by the parties hereto unless expressly stated otherwise in the Client Agreement.

33. AMENDMENT

33.1. To the extent permitted by law and the AFSA Rules, Investlink may change and vary any provision of the Client Agreement by giving written notice to the Client.

33.2. In cases where Investlink amends the Client Agreement without the Client's prior written consent, Investlink will give at least 14 days' notice to the Client before providing services to that Client on any amended terms, unless it is impracticable to do so.

34. NOTICES

34.1. Notices shall be in writing, in English and/or Russian (if requested by the Client) and addressed:

- (a) to the Client using the contact details on record with Investlink; and
- (b) to Investlink using the contact details shown in these Terms or such other addresses as Investlink may notify in writing from time to time.

34.2. Notices shall be deemed given to the Client in accordance with Clause 11 (Instructions) and Clause 14 (Email and Electronic Communication). The date of the copies or mailing documentation held by Investlink shall be deemed to be proof of the time of dispatch or transmission.

34.3. Notices will only be deemed to be validly given or served by the Client to Investlink, when received by Investlink.

34.4. In any case Investlink shall not be responsible for any delay or for any failure to fulfill any of their duties hereunder if such delay or failure is directly or indirectly caused by Force Majeure or any other cause or circumstance beyond their control.

35. RIGHTS OF THIRD PARTIES

35.1. The obligations under the Client Agreement are binding, and the rights will be enforceable by, the Parties and their respective successors, permitted assigns and executors. Except where expressly provided otherwise, no express term of the Client Agreement (nor any term implied under it) is enforceable pursuant by any person who is not a party to it.

36. TIME ZONE / PUBLIC HOLIDAYS

36.1. The Client acknowledges that for all Transactions with Investlink, the business days, public holidays and time zones of the Republic of Kazakhstan shall apply.

37. GOVERNING LAWS

37.1. This Agreement and all rights and obligations of Investlink and the Client arising under or in connection with or related to this letter of agreement will be governed by and construed, performed and enforced in accordance with the AIFC laws in force, whereas any disputes will be settled exclusively by AIFC court.

38. EXECUTION

38.1. This Agreement (including, for the avoidance of doubt, any schedule or other attachment hereto) may be transmitted and/or signed by digital signature or other electronic means (e.g., electronically drawn signature or a checkbox). Any such documents and signatures shall have the same force, effect, validity and enforceability as manually signed originals and shall be binding on each party hereto,

39. INTERPRETATION

In these Terms, defined terms shall have the following meaning unless the context requires otherwise:

“Account” means the Client’s account profile opened on the Platform for the purpose of receiving the Services.

“AFSA” means the Astana Financial Services Authority.

“AIFC” means the Astana International Financial Centre.

“Authorised Firm” means a Person, engaged in regulated activities, who holds respective licence.

“Broker” means Alpaca Securities LLC, a Broker-Dealer registered with the SEC and a member of FINRA.

“Client” means a Retail Client or Professional Client as defined in the Rulebook.

“Complaint” any oral or written expression of dissatisfaction from a Client to an Authorised Firm in connection with the provision of, or failure to provide, a Service to the Client.

“Customer Due Diligence (CDD)” means when a Relevant Person: (a) identifies the customer and verifies the customer’s identity; (b) identifies any Beneficial Owners of the customer and take reasonable measures to verify the identity of the Beneficial Owners, so that the Relevant Person is satisfied that it knows who the Beneficial Owners are; (c) if the customer is a legal person or legal arrangement, takes reasonable measures to understand the nature of the customer’s business and its ownership and control structure.

“FINRA” means the Financial Industry Regulatory Authority, which is a private American corporation that acts as a self-regulatory organization that regulates member brokerage firms and exchange markets.

“Force Majeure” means any cause beyond the reasonable control of Investlink which renders impossible or hinders Investlink’s performance of the Client Agreement, including the offering of the Platform and the Services, including, without limitation:

(a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

(b) terrorist attacks, civil war, civil commotions or riots;

(c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;

(d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;

(e) fire, explosion or accidental damage;

(f) collapse of building structures or failure of plant machinery, computers or vehicles;

(g) interruption or failure of utility service, including but not limited to electric power, gas or water; or

(h) any labour disputes, including but not limited to strikes, industrial action or lockouts.

“Order” means an instruction from the Client to buy or sell a Security.

“Party” means each of the Client and Investlink and “Parties” means the Client and Investlink.

“Person” means any natural person, Body Corporate or body unincorporated, including a legal person, company, Partnership, unincorporated association, government or state.

“Platform” means the Investlink.io electronic trading platform made available to the Client pursuant to the Client Agreement.

“Platform Credentials” means any unique password, security information, personal identification number or answer to a designated security question selected by the Client.

“Pricing Page” means the fees and charges applicable to the Service as set out on our Website and updated from time to time by Investlink.

“Relevant Person” means any of Investlink’s respective directors, officers, employees or agents.

“Risk Warnings” means the risk warning disclosed on the Website.

“Rulebook” means the CONDUCT OF BUSINESS RULES AIFC RULES NO. FR0005 OF 2017.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities” means the list of approved securities (including fractional shares, but excluding derivatives and any other financial products) provided by the Broker and made available on the Broker’s website.

“Services” means the Financial Service of Arranging Deals in Investment which enables the Client to buy and sell the Securities.

“Transaction” means a sale or purchase executed by the Broker pursuant to an Order.

“Website” means the Investlink website available on Investlink.io.