***Confidential***

Pre-Listing Agreement

Astana International Exchange Limited

**Parties**

**[●]**

*(Applicant)*

***Astana International Exchange Limited***

*(AIX)*

**AGREEMENT** (this **Agreement**) dated the day of 2020

**PARTIES**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the **Applicant**)

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

The Applicant and the AIX, are collectively referred to herein as the **Parties** and each individually as a **Party,** taking into account that the Applicant seeks admission of its’ securities to the Official List of Securities maintained by the AIX under the AIX Business Rules (the “**Listing**”), agree as follows:

## DEFINITIONS

In this Agreement, unless the context otherwise requires, terms used but not defined in this Agreement have the meanings given to them in the AIX Business Rules published on the AIX website; and

**Acting Law of the AIFC** has the same meaning as defined in Article 4 of the Constitutional Statute of the Republic of Kazakhstan on the Astana International Financial Centre No. № 438-V ZRK of 7 December 2015;

**AIFC** means the Astana International Financial Centre;

**AIFC Court** means the AIFC Court as established under the AIFC Framework Regulations;

**AIX Fees Schedule** means the fees schedule of the AIX published on the AIX website and which may be amended from time to time;

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

## GENERAL SCOPE AND OBLIGATIONS

1. The Applicant shall:

(i) pay part of listing fee in amount and order as provided in clause 3 of this Agreement;

(ii) submit to the AIX an application for admission of its securities to the Listing, including the documents required by AIX in relation to the Listing.

1. AIX may refuse an application for admission of securities to the Listing, if it considers that such admission of securities would be detrimental to investors’ interests or the Applicant has failed to comply with any obligation under AIFC Regulation and Rules and AIX Business Rules.
2. The Applicant shall comply with all applicable requirements under Acting law of AIFC, applicable AIFC regulations, rules, the AIX Business Rules, standards, procedures and policies (each as amended from time to time).
3. The Applicant certifies that it understands and agrees to comply with, and to be bound by the terms and conditions of this Agreement.

## FEE

1. The Parties agree that the Applicant shall pay non-refundable USD 5,000 as part of initial listing fee set out in the AIX Fee Schedule. Remaining amount of initial listing fee shall be paid upon the execution by the Parties of the relevant agreement on the admission of the securities to the Listing (the “Listing Agreement”). The AIX shall not consider application and any document provided by the Applicant until the Applicant pays fees as provided herein.
2. The AIX may, under its own discretion and/or if duly agreed by the Parties, modify or waive in whole or partially the fees payable by the Applicant under this Agreement.

## INDEMNITY

## The Applicant agrees to indemnify AIX from and against all damages, losses and expenses incurred in connection with or relating to refusal by AIX stipulated in clause 2(b) of this Agreement.

## CONFIDENTIALITY

1. The Parties agree that the existence and contents of this Agreement (the “**Information**”) is strictly confidential and disclosure thereof shall be limited to the Parties, their respective affiliates and their respective employees, agents, representatives or advisors. The Parties shall procure that their affiliates, employees, agents, representatives, advisors and any such investor comply with the provisions of this clause 5.
2. In the event that a Party is required by the law of any relevant jurisdiction or the rules or regulations of any securities exchange or regulatory or governmental body by which it is bound to disclose any Information, it shall provide, to the extent legally permitted, a prior prompt notice of such requirement to the other Party so that the other Party may seek a protective order or other appropriate remedy. Such disclosing Party will disclose only that portion of the Information that it is legally required to disclose.
3. The provisions of clause 5(a) above will not apply to Information that: 1) is or becomes generally available to the public; 2) is or becomes lawfully available from a source other than the Parties or their representatives without any obligation restricting use or disclosure.
4. The obligations of the Parties provided for in clause 5 shall survive three (3) years after the termination of this Agreement.

## PERSONAL DATA

1. The Applicant hereby gives the consent to the AIX to carry out processing (including, without limitation, collection, storage and disclosure) of the Personal Data (as such term is defined in the Applicable Data Protection Law) provided by that Applicant under or in connection with the Listing.

The Applicant acknowledge that, in relation to the processing of such Personal Data, the AIX will be free to determine the lawful purpose and the means of such processing. In no event will this Agreement lead to a situation where the Parties can be considered joint controllers.

1. The Applicant hereby explicitly permits the AIX to transfer to a third party for processing of Personal Data provided by the Applicant. For the purpose of this clause 6, "**transfer**" includes transfer of Personal Data within and outside the AIFC jurisdiction and outside the Republic of Kazakhstan.
2. In relation to the Personal Data of the individuals which the Applicant transfers to the AIX (the “**Applicant** **Personal Data**”) the Applicant hereby represents and warrants that:

## prior to such transfer the Applicant obtained written consent from those respective individuals (including, without limitation, from shareholders, directors, officers, employees and agents) to such transfer of the Applicant Personal Data to the AIX and for the AIX to transfer the Applicant Personal Data to a third party for its processing; and

## where required, the Applicant shall notify the individuals, whose Personal Data was transferred to the AIX, about processing of their Personal Data as stipulated in this clause 6.

1. The Applicant agrees to comply with its obligations under the Applicable Data Protection Law.
2. For the purposes of this clause 6, the "Applicable Data Protection Law" means the AIFC Data Protection Regulations and Rules and any law or regulation in any jurisdiction applicable to the Party relating to data protection together in each case with any transposing, implementing or supplemental legislation.

## THIRD PARTY

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

## TERMINATION

1. Termination of this Agreement shall come into force immediately upon execution of the Listing Agreement between the Parties; or
2. the AIX may, terminate this Agreement at any time by providing prior written notice to the Applicant if:
3. the Applicant fails to comply with all applicable requirements under Acting law of AIFC, applicable AIFC regulations, rules, the AIX Business Rules, standards, procedures and policies as described in clause 2(c); or
4. the Applicant failed to comply with this Agreement or perform its’ obligations: (i) to make prepayment in accordance with clause 2(a)(i) herein within 10 business days from the invoice issue date; or (ii) provided under clause 2(a)(ii) during 6 (six) calendar months from the date of signing of this Agreement;
5. the Applicant may terminate this Agreement without any cause on giving no less than 30 calendar days’ prior notice to the AIX.
6. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination which existed at or before the date of termination.

## GOVERNING LAW AND DISPUTE RESOLUTION

## This Agreement and its enforcement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Acting Law of the AIFC. The Parties consent to the exclusive jurisdiction of the AIFC Court for the purposes of any action or proceeding hereunder.

## SURVIVAL

The terms and conditions of clauses 4, 5, 6, 7, 9 and this clause 10 shall survive any termination, cancellation, replacement, expiration, modification, rejection or cessation of the effectiveness of this Agreement.

SIGNED AS AN AGREEMENT on the date first written above

SIGNED for and behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Applicant)**

Authorised signatory
Name:

SIGNED for and behalf of
**Astana International Exchange Limited**

**BIN** 171140900016

**Legal address** Kazakhstan, 010000 Nur-Sultan, Mangilik El ave 55, building 15

**Account number** KZ709491100000695489 (KZT) KZ809491100000695503 (USD)

**Bank name** Altyn Bank JSC (SB of China Citic Bank Corporation Limited)

**BIC** ATYNKZKA

**Beneficiary code** 15

Authorised Signatory

Name: