

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number **001-33034**

**FREEDOM HOLDING CORP.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**“Esentai Tower” BC, Floor 7  
77/7 Al Farabi Ave  
Almaty, Kazakhstan**

(Address of principal executive offices)

**30-0233726**

(I.R.S. Employer  
Identification No.)

**50040**

(Zip Code)

**+7 727 311 10 64**

(Registrant's telephone number, including area code)

Securities registered under Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, par value \$0.001 per share</b>	<b>FRHC</b>	<b>The Nasdaq Capital Market</b>

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer”, “accelerated filer”, “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.)

Yes  No

As of August 6, 2024, the registrant had 60,745,658 shares of common stock, par value \$0.001, issued and outstanding.

**FREEDOM HOLDING CORP.**  
**FORM 10-Q**  
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**FREEDOM HOLDING CORP.**

**CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)**  
**(All amounts in thousands of United States dollars, unless otherwise stated)**

	June 30, 2024	March 31, 2024
<b>ASSETS</b>		
Cash and cash equivalents (including \$257 and \$203 from related parties)	\$ 718,678	\$ 545,084
Restricted cash (including \$1,121 and \$— with related parties)	1,179,510	462,637
Trading securities (including \$1,256 and \$1,326 with related parties)	3,393,936	3,688,620
Available-for-sale securities, at fair value	262,860	216,621
Margin lending, brokerage and other receivables, net (including \$37,836 and \$22,039 due from related parties)	1,217,885	1,660,275
Loans issued (including \$136,558 and \$147,440 to related parties)	1,314,552	1,381,715
Fixed assets, net	100,474	83,002
Intangible assets, net	45,535	47,668
Goodwill	50,591	52,648
Right-of-use asset	35,006	36,324
Insurance contract assets	24,949	24,922
Other assets, net (including \$23,057 and \$5,257 with related parties)	139,584	102,414
<b>TOTAL ASSETS</b>	<b>\$ 8,483,560</b>	<b>\$ 8,301,930</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Securities repurchase agreement obligations	\$ 2,558,794	\$ 2,756,596
Customer liabilities (including \$84,970 and \$44,127 to related parties)	2,699,912	2,273,830
Margin lending and trade payables (including \$255 and \$507 to related parties)	836,309	867,880
Liabilities from insurance activity (including \$57 and \$470 to related parties)	320,394	297,180
Current income tax liability	40,485	32,996
Debt securities issued	266,398	267,251
Lease liability	35,390	35,794
Liability arising from continuing involvement	505,659	521,885
Other liabilities (including \$8,349 and \$9,854 to related parties)	68,040	81,560
<b>TOTAL LIABILITIES</b>	<b>\$ 7,331,381</b>	<b>\$ 7,134,972</b>
<b>Commitments and Contingent Liabilities (Note 22)</b>	<b>—</b>	<b>—</b>
<b>SHAREHOLDERS' EQUITY</b>		
Preferred stock - \$0.001 par value; 20,000,000 shares authorized, no shares issued or outstanding	—	—
Common stock - \$0.001 par value; 500,000,000 shares authorized; 60,721,010 shares issued and outstanding as of June 30, 2024, and 60,321,813 shares issued and outstanding as of March 31, 2024, respectively	60	60
Additional paid in capital	197,205	183,788
Retained earnings	1,033,140	998,740
Accumulated other comprehensive loss	(81,393)	(18,938)
<b>TOTAL FRHC SHAREHOLDERS' EQUITY</b>	<b>\$ 1,149,012</b>	<b>\$ 1,163,650</b>
Non-controlling interest	3,167	3,308
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>\$ 1,152,179</b>	<b>\$ 1,166,958</b>
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 8,483,560</b>	<b>\$ 8,301,930</b>

The accompanying notes are an integral part of these condensed consolidated financial statements

**FREEDOM HOLDING CORP.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND STATEMENTS OF OTHER COMPREHENSIVE INCOME (Unaudited)**  
**(All amounts in thousands of United States dollars, unless otherwise stated)**

	<b>Three Months Ended June 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>Revenue:</b>		
Fee and commission income (including \$866 and \$15,896 from related parties)	\$ 115,489	\$ 98,703
Net (loss)/gain on trading securities	(52,102)	31,816
Interest income (including \$270 and \$5,352 from related parties)	226,004	149,349
Insurance underwriting income	129,408	44,889
Net gain on foreign exchange operations	8,089	19,301
Net gain/(loss) on derivative	12,494	(30,605)
Other income	11,333	2,757
<b>TOTAL REVENUE, NET</b>	<b>\$ 450,715</b>	<b>\$ 316,210</b>
<b>Expense:</b>		
Fee and commission expense (including \$157 and \$99 from related parties)	\$ 80,147	\$ 28,684
Interest expense (including \$381 and \$168 from related parties)	145,718	95,046
Insurance claims incurred, net of reinsurance	47,309	21,514
Payroll and bonuses	57,524	31,630
Professional services	7,268	6,625
Stock compensation expense	10,615	1,233
Advertising expense	17,201	8,100
General and administrative expense (including \$2,725 and \$478 from related parties)	45,105	24,475
(Recovery of)/provision for allowance for expected credit losses	(1,770)	14,326
<b>TOTAL EXPENSE</b>	<b>\$ 409,117</b>	<b>\$ 231,633</b>
<b>INCOME BEFORE INCOME TAX</b>	<b>41,598</b>	<b>84,577</b>
Income tax expense	(7,339)	(16,656)
<b>NET INCOME</b>	<b>\$ 34,259</b>	<b>\$ 67,921</b>
Less: Net loss attributable to non-controlling interest in subsidiary	(141)	(181)
<b>NET INCOME ATTRIBUTABLE TO COMMON SHAREHOLDERS</b>	<b>\$ 34,400</b>	<b>\$ 68,102</b>
<b>OTHER COMPREHENSIVE INCOME</b>		
Change in unrealized gain on investments available-for-sale, net of tax effect	3,374	2,239
Reclassification adjustment for net realized loss on available-for-sale investments disposed of in the period, net of tax effect	(18)	(958)
Foreign currency translation adjustments	(65,811)	(1,760)
<b>OTHER COMPREHENSIVE LOSS</b>	<b>(62,455)</b>	<b>(479)</b>
<b>COMPREHENSIVE (LOSS)/INCOME BEFORE NON-CONTROLLING INTERESTS</b>	<b>\$ (28,196)</b>	<b>\$ 67,442</b>
Less: Comprehensive loss attributable to non-controlling interest in subsidiary	(141)	(181)

**FREEDOM HOLDING CORP.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND STATEMENTS OF OTHER COMPREHENSIVE INCOME (Unaudited)**  
**(All amounts in thousands of United States dollars, unless otherwise stated)**

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<b>COMPREHENSIVE (LOSS)/INCOME ATTRIBUTABLE TO COMMON SHAREHOLDERS</b>	<b>\$</b>	<b>(28,055)</b>	<b>\$</b>	<b>67,623</b>
<i>EARNINGS PER COMMON SHARE (In U.S. dollars):</i>				
Earnings per common share - basic		0.58		1.16
Earnings per common share - diluted		0.57		1.15
<b>Weighted average number of shares (basic)</b>		59,258,085		58,512,215
<b>Weighted average number of shares (diluted)</b>		60,255,593		59,293,691

The accompanying notes are an integral part of these condensed consolidated financial statements.

**FREEDOM HOLDING CORP**
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**  
**(All amounts in thousands of United States dollars, unless otherwise stated)**

	<b>For the Three Months Ended June 30,</b>	
	<b>2024</b>	<b>2023</b>
<b>Cash Flows From Operating Activities</b>		
<b>Net income</b>	<b>\$ 34,259</b>	<b>\$ 67,921</b>
Adjustments to reconcile net income used in operating activities:		
Depreciation and amortization	4,154	2,607
Amortization of deferred acquisition costs	48,115	8,724
Noncash lease expense	2,868	1,927
Change in deferred taxes	(796)	4,778
Stock compensation expense	10,615	1,233
Unrealized loss/(gain) on trading securities	64,943	(20,951)
Unrealized (gain)/loss on derivatives	(8,150)	3,112
Net realized gain on available-for-sale securities	(18)	(958)
Net change in accrued interest	69,821	(16,304)
Revaluation of purchase price of previously held interest in Arbuz	—	(1,040)
Gain from sale of ITS tech	(4,201)	—
Change in insurance reserves	40,958	15,002
Change in unused vacation reserves	1,009	1,186
(Recovery of)/provision for allowance for expected credit losses	(1,770)	14,326
Changes in operating assets and liabilities:		
Trading securities	(24,454)	(933,290)
Margin lending, brokerage and other receivables (including \$(15,797) and \$(89,703) changes from related parties)	399,425	(147,366)
Insurance contract assets	565	2,454
Other assets	(70,073)	(18,236)
Brokerage customer liabilities (including \$(40,843) and \$(50,531) changes from related parties)	260,972	29,037
Current income tax liability	7,492	11,202
Margin lending and trade payables (including \$252 and \$(3,239) changes from related parties)	26,888	55,045
Lease liabilities	(1,539)	(1,631)
Liabilities from insurance activity	(2,076)	206
Other liabilities	(4,941)	6,882
<b>Net cash flows from/(used in) operating activities</b>	<b>854,066</b>	<b>(914,134)</b>
<b>Cash Flows Used In Investing Activities</b>		
Purchase of fixed assets	(24,178)	(10,682)
Net change in loans issued to customers	(2,591)	(263,370)
Purchase of available-for-sale securities, at fair value	(103,679)	(82,979)
Proceeds from sale of available-for-sale securities, at fair value	48,033	104,698
Consideration paid for Arbuz	—	(13,281)
Consideration paid for Internet Tourism	—	(31)
Consideration paid for Aviata	—	(690)
Consideration paid for Ticketon	—	(3,003)
Cash, cash equivalents and restricted cash disposed as a result of deconsolidation of Freedom UA	—	(1,987)
Cash, cash equivalents and restricted cash received from acquisitions	—	1,807
Capital contribution to investment in associate	(1,240)	—
Cash, cash equivalents disposed from sale of ITS Tech	(542)	—
Prepayment on acquisitions	(10,488)	—

**FREEDOM HOLDING CORP**

**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**  
**(All amounts in thousands of United States dollars, unless otherwise stated)**

<b>Net cash flows used in investing activities</b>	<b>(94,685)</b>	<b>(269,518)</b>
<b>Cash Flows From Financing Activities</b>		
(Reimbursement)/proceeds from securities repurchase agreement obligations	(54,912)	1,059,944
Proceeds from issuance of debt securities	—	5,784
Repurchase of debt securities	(29)	(1,702)
Repurchase of mortgage loans under the State Program	(13,001)	(9,071)
Funds received under state program for financing of mortgage loans	20,453	24,889
Net change in bank customer deposits	293,411	181,159
Purchase of non-controlling interest in Arbutz	—	(3,228)
(Repayment of)/proceeds from loans received	(388)	758
<b>Net cash flows from financing activities</b>	<b>245,534</b>	<b>1,258,533</b>
Effect of changes in foreign exchange rates on cash and cash equivalents	(114,815)	(2,575)
Effect of expected credit losses on cash and cash equivalents and restricted cash	367	—
<b>NET CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	<b>890,467</b>	<b>72,306</b>
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF PERIOD</b>	<b>1,007,721</b>	<b>1,026,945</b>
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD</b>	<b>\$ 1,898,188</b>	<b>\$ 1,099,251</b>

**For The Three Months Ended June 30,**

2024	2023
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**Supplemental disclosure of cash flow information:**

Cash paid for interest	\$ 142,595	\$ 113,120
Income tax paid	\$ 819	\$ 224

**Supplemental non-cash disclosures:**

Operating lease right-of-use assets obtained/disposed of in exchange for operating lease obligations during the period, net	\$ 1,855	\$ 4,677
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The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the Condensed Consolidated Balance Sheets that sum to the total of the same such amounts shown in the Condensed Consolidated Statements of Cash Flows:

	<b>June 30, 2024</b>	<b>June 30, 2023</b>
Cash and cash equivalents	\$ 718,678	\$ 597,364
Restricted cash	1,179,510	501,887
<b>Total cash, cash equivalents and restricted cash shown as in the statement of cash flows</b>	<b>\$ 1,898,188</b>	<b>\$ 1,099,251</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**FREEDOM HOLDING CORP.**

**CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

	Common Stock		Additional paid in capital	Retained earnings	Accumulated other comprehensive loss	Total equity attributable to the shareholders'	Non-controlling interest	Total
	Shares	Amount						
<b>At March 31, 2023</b>	<b>59,659,191</b>	<b>\$ 59</b>	<b>\$ 164,162</b>	<b>\$ 647,064</b>	<b>\$ (34,000)</b>	<b>\$ 777,285</b>	<b>\$ (6,549)</b>	<b>\$ 770,736</b>
Cumulative adjustment from adoption of ASC 326	—	—	—	(22,772)	—	(22,772)	—	(22,772)
Stock based compensation	—	—	1,233	—	—	1,233	—	1,233
Disposal of FF Ukraine	—	—	—	(6,549)	—	(6,549)	6,549	—
Purchase of Arbuz shares	—	—	—	5,457	—	5,457	3,640	9,097
Foreign currency translation adjustments, net of tax effect	—	—	—	—	(1,760)	(1,760)	—	(1,760)
Other comprehensive income	—	—	—	—	1,281	1,281	—	1,281
Net income/(loss)	—	—	—	68,102	—	68,102	(181)	67,921
<b>At June 30, 2023</b>	<b>59,659,191</b>	<b>\$ 59</b>	<b>165,395</b>	<b>\$ 691,302</b>	<b>(34,479)</b>	<b>\$ 822,277</b>	<b>3,459</b>	<b>\$ 825,736</b>
<b>At March 31, 2024</b>	<b>60,321,813</b>	<b>\$ 60</b>	<b>\$ 183,788</b>	<b>\$ 998,740</b>	<b>\$ (18,938)</b>	<b>\$ 1,163,650</b>	<b>\$ 3,308</b>	<b>\$ 1,166,958</b>
Delivered stock awards from previous year	—	—	3,092	—	—	3,092	—	3,092
Stock based compensation	—	—	10,325	—	—	10,325	—	10,325
Foreign currency translation adjustments, net of tax effect	—	—	—	—	(65,811)	(65,811)	—	(65,811)
Other comprehensive income	—	—	—	—	3,356	3,356	—	3,356
Net income/(loss)	—	—	—	34,400	—	34,400	(141)	34,259
<b>At June 30, 2024</b>	<b>60,321,813</b>	<b>\$ 60</b>	<b>\$ 197,205</b>	<b>\$ 1,033,140</b>	<b>\$ (81,393)</b>	<b>\$ 1,149,012</b>	<b>\$ 3,167</b>	<b>\$ 1,152,179</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.



**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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**NOTE 1 – DESCRIPTION OF BUSINESS**

*Overview*

Freedom Holding Corp. (the "Company" or "FRHC" and, together with its subsidiaries, the "Group") is a corporation organized in the United States under the laws of the State of Nevada that through its operating subsidiaries provides securities brokerage, securities dealing for customers and for our own account, market making activities, investment research, investment counseling, investment banking services, retail and commercial banking, insurance products, payment services, and information processing services. The Company also owns several ancillary businesses which complement its core financial services businesses, including telecommunications and media businesses in Kazakhstan that are in a developmental stage. The Company is the holding company of subsidiaries incorporated in Kazakhstan, Cyprus, the United States, the United Kingdom, Armenia, the United Arab Emirates, Uzbekistan, Kyrgyzstan, Tajikistan, Azerbaijan, and Turkey, and also has a presence in Austria, Belgium, Bulgaria, France, Germany, Greece, Italy, Lithuania, The Netherlands, Poland and Spain. The Company's subsidiaries in the United States include a broker-dealer that is registered with the United States Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA"). The Company's common stock trades on the Nasdaq Capital Market, the Kazakhstan Stock Exchange ("KASE"), and the Astana International Exchange ("AIX").

As of June 30, 2024, the Company owned, directly or indirectly, the following companies:

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

<b>Name of subsidiary</b>	<b>Jurisdiction of Incorporation</b>	<b>Number of subsidiaries</b>	<b>Business Area</b>
<i>Brokerage Segment</i>			
Freedom Finance JSC ("Freedom KZ")	Kazakhstan	3	Securities broker-dealer
Freedom Finance Global PLC ("Freedom Global")	Kazakhstan	—	Securities broker-dealer
Freedom Finance Europe Limited ("Freedom EU")	Cyprus	2	Securities broker-dealer
Freedom Finance Armenia LLC ("Freedom AR")	Armenia	—	Securities broker-dealer
Prime Executions, Inc. ("PrimeEx")	USA	—	Securities broker-dealer
Foreign Enterprise LLC Freedom Finance	Uzbekistan	—	Securities broker-dealer
<i>Banking Segment</i>			
Freedom Bank Kazakhstan JSC ("Freedom Bank KZ")	Kazakhstan	1	Commercial bank
<i>Insurance Segment</i>			
Freedom Finance Life JSC ("Freedom Life")	Kazakhstan	—	Life/health insurance
Freedom Finance Insurance JSC ("Freedom Insurance")	Kazakhstan	—	General insurance
<i>Other Segment</i>			
Ticketon Events LLP ("Ticketon")	Kazakhstan	3	Online ticket sales
Freedom Finance Special Purpose Company LTD ("Freedom SPC")	Kazakhstan	—	Issuance of debt securities
Freedom Finance Commercial LLP	Kazakhstan	—	Sales consulting
Freedom Technologies LLP ("Paybox")	Kazakhstan	5	Payment services
Aviata LLP ("Aviata")	Kazakhstan	—	Online travel ticket aggregator
Internet-Tourism LLP ("Internet Tourism")	Kazakhstan	—	Online travel ticket aggregator
Arbuz Group LLP ("Arbuz")	Kazakhstan	3	Online retail trade and e-commerce
Comrun LLP ("ReKassa")	Kazakhstan	—	Mobile and web application
Freedom Telecom Holding Limited ("Freedom Telecom")	Kazakhstan	3	Telecommunications
Freedom Kazakhstan PC Ltd	Kazakhstan	8	Holding company
Freedom Advertising Ltd	Kazakhstan	—	Advertising
Freedom Shapagat Corporate Fund	Kazakhstan	—	Non-profit
FRHC Fractional SPC LTD	Kazakhstan	—	Issuance of debt securities
Freedom Holding Operations LLP	Kazakhstan	—	Hiring and recruitment
Freedom Horizons LLP	Kazakhstan	—	Business consulting and services
Freedom Finance Azerbaijan LLC	Azerbaijan	—	Financial educational center
Freedom Finance FZE.	UAE	—	Consulting
Freedom Management Ltd.	UAE	—	Consulting
Freedom Finance Turkey LLC	Turkey	—	Financial consulting
Freedom Finance Technologies Ltd	Cyprus	—	IT development
Freedom Prime UK Limited ("Prime UK")	UK	—	Management consulting
Freedom Structured Products PLC	Cyprus	—	Financial services
FFIN Securities, Inc.	USA	—	Dormant
Freedom U.S. Market LLC	USA	1	Management company
LD Micro ("LD Micro")	USA	—	Event platform

Through its subsidiaries, the Company is a professional participant, with a license to provide one or more types of services, on a number of stock exchanges, including the Kazakhstan Stock Exchange (KASE), the Astana International Exchange (AIX), the Republican Stock Exchange of Tashkent (UZSE) and the Uzbek Republican Currency Exchange (UZCE) and is a member of the New York Stock Exchange (NYSE) and the Nasdaq Stock Exchange (Nasdaq). The Company also owns a

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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24.3% interest in the Ukrainian Exchange (UX). Freedom EU provides the Company's clients with operational support and access to investment opportunities in the United States and European securities markets.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting principles**

The Group's accounting policies and accompanying consolidated financial statements conform to accounting principles generally accepted in the United States of America (U.S. GAAP).

**Basis of presentation and principles of consolidation**

The consolidated financial statements present the consolidated accounts of FRHC and its consolidated subsidiaries. All inter-company balances and transactions have been eliminated from the consolidated financial statements.

These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements, and related notes thereto, of the Group's 2024 Annual Report on Form 10-K. Note 2 to the consolidated financial statements in Group's 2024 Annual Report on Form 10-K contains a summary of all of Group's significant accounting policies, except following amendments:

**Non-Consolidation of Freedom Securities Trading Inc.**

Freedom Securities Trading Inc. (formerly known as FFIN Brokerage Services, Inc.) ("FST Belize") is solely owned by Mr. Turlov since July 2014. The Company does not consolidate FST Belize under any of the primary consolidation methods - variable interest entity ("VIE") accounting method and the voting interest method ("VOE") as (i) FST Belize is not a VIE due to the fact it has sufficient equity at risk to finance its activities without additional financial support and the control over its significant activities is held by its sole shareholder, Mr. Turlov, and (ii) Mr. Turlov has a controlling interest in FST Belize such that under the VOE model FRHC is not required to consolidate FST Belize. Except for Mr. Turlov, there are no other shareholders at FST Belize or parties with participating rights or the ability to remove Mr. Turlov from his ownership position or to make all decisions in respect of FST Belize. While prior to the end of the fiscal 2024 we had omnibus brokerage relationship with FST Belize, such relationship had been terminated as of March 31, 2024.

**Deconsolidation of Freedom Finance Ukraine LLC**

As at June 30, 2024, the Company owns a 9% interest in Freedom Finance Ukraine LLC ("Freedom UA"), a Kyiv, Ukraine-based broker-dealer. The remaining 91% interest in Freedom UA is controlled by Askar Tashtitov, the Company's president. The Company entered into a series of contractual arrangements with Freedom UA and Mr. Tashtitov, including a consulting services agreement, an operating agreement and an option agreement. Through March 31, 2023, the Company had consolidated Freedom UA into the financial statements of the Company. On October 19, 2022, Freedom UA was added to the Ukrainian government's sanctioned entities list, resulting in suspension of its brokerage license. Given the ongoing uncertainty surrounding the situation in Ukraine and based on the Company's management's belief that the Company does not maintain effective control over Freedom UA, the Company has accounted for the deconsolidation of Freedom UA since April 1, 2023 (the date of loss of control).

**Concentrations of Revenue**

Revenues from one customer of the Group's Brokerage segment represents the following amount of the Group's consolidated revenues:

	<b>Three Months Ended June 30, 2024</b>		<b>Three Months Ended June 30, 2023</b>	
Single non-related party	\$	84,273	\$	35,074

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**Impairment of goodwill**

Goodwill is allocated to reporting units, which are identified as the operating segments or one level below operating segments that generate separate financial information regularly reviewed by management. The assignment of goodwill to reporting units allows for the assessment of potential impairment at the appropriate level within the organization.

The Group has identified its reporting units based on its organizational and operational structure, as well as the level at which internal financial information is reviewed by management to make strategic decisions. In line with this, the reporting units have been established as follows:

**Brokerage Reporting Unit:** This reporting unit represents the Group's operations in brokerage business. The management team responsible for the brokerage business regularly reviews financial information specific to this reporting unit, including revenue, expenses, and key performance indicators.

**Bank Reporting Unit:** This reporting unit comprises the Group's operations in bank business. The management team responsible for the bank business reviews financial information related to this reporting unit, including revenue, expenses, and market trends.

**Insurance Reporting Unit:** This reporting unit comprises the Group's operations in insurance business. The management team responsible for the insurance business reviews financial information related to this reporting unit, including revenue, expenses, and market trends.

**Other Reporting Unit:** This reporting unit represents the Group's various businesses operations. The management team responsible for the Group's various businesses reviews financial information related to this reporting unit, including revenue, expenses, and market trends.

Goodwill has been allocated to each reporting unit based on its relative fair value at the time of acquisition or significant triggering events. The fair value allocation of goodwill to reporting units is periodically reassessed to ensure alignment with the Group's evolving organizational structure and operational dynamics.

The Group conducts impairment testing on an annual basis or whenever indicators of potential impairment arise. The impairment testing involves comparing the carrying amount of each subsidiary, including its allocated goodwill, to its fair value. If the carrying amount exceeds the fair value, an impairment loss is recognized.

Further details regarding the measurement of goodwill impairment and the results of impairment tests for each reporting unit are provided below.

The Group discloses information about the reporting units, the carrying amounts of goodwill allocated to each reporting unit, and the impairment losses recognized. The allocation of goodwill to reporting units ensures a focused evaluation of each unit's financial performance and facilitates the identification of potential impairment, enhancing the transparency and reliability of the Company's financial reporting.

As of June 30, 2024 and March 31, 2024, goodwill recorded in the Company's Condensed Consolidated Balance Sheets totaled \$0,591 and \$52,648 respectively. The Group performs an impairment review at least annually unless indicators of impairment exist in interim periods. The entity compares the fair value of a reporting unit with its carrying amount. The goodwill impairment charge is recognized for the amount by which the reporting unit's carrying amount exceeds its fair value, limited to the total amount of goodwill allocated to that reporting unit. If fair value exceeds the carrying amount, no impairment is recorded.

The goodwill value at June 30, 2024 decreased compared to March 31, 2024, as a result of foreign exchange currency translation.

The changes in the carrying amount of goodwill for three months ended June 30, 2024 and 2023, were as follows:

	<b>Brokerage</b>	<b>Bank</b>	<b>Insurance</b>	<b>Other</b>	<b>Total</b>
<b>Goodwill, gross</b>					

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<b>Balance as of March 31, 2023</b>	\$	2,677	\$	2,652	\$	980	\$	8,715	\$	15,024
Write-off due to deconsolidation of Freedom UA		—		—		—		(832)		(832)
Foreign currency translation difference		(1)		—		—		—		(1)
Acquired		—		—		—		36,760		36,760
<b>Balance as of June 30, 2023</b>	\$	2,676	\$	2,652	\$	980	\$	44,643	\$	50,951
<b>Balance as of March 31, 2024</b>	\$	2,688	\$	2,746	\$	1,040	\$	46,174	\$	52,648
Forex		(55)		(5)		(55)		(1,942)		(2,057)
Acquired		—		—		—		—		—
<b>Balance as of June 30, 2024</b>	\$	2,633	\$	2,741	\$	985	\$	44,232	\$	50,591
<b>Accumulated impairment</b>										
<b>Balance as of March 31, 2023</b>	\$	—	\$	—	\$	—	\$	832	\$	832
Impairment expense		—		—		—		—		—
Write-off due to deconsolidation of Freedom UA		—		—		—		(832)		(832)
<b>Balance as of June 30, 2023</b>	\$	—	\$	—	\$	—	\$	—	\$	—
<b>Balance as of March 31, 2024</b>	\$	—	\$	—	\$	—	\$	—	\$	—
Impairment expense		—		—		—		—		—
<b>Balance as of June 30, 2024</b>	\$	—	\$	—	\$	—	\$	—	\$	—
<b>Goodwill, net of impairment</b>										
<b>Balance as of June 30, 2023</b>	\$	2,676	\$	2,652	\$	980	\$	44,643	\$	50,951
<b>Balance as of March 31, 2024</b>	\$	2,688	\$	2,746	\$	1,040	\$	46,174	\$	52,648
<b>Balance as of June 30, 2024</b>	\$	2,633	\$	2,741	\$	985	\$	44,232	\$	50,591

**Recent accounting pronouncements**

In August 2018, the FASB issued ASU 2018-12, Financial Services – Insurance (Topic 944): Targeted Improvements to the Accounting for Long-Duration Contracts, as clarified and amended by (i) ASU 2019-09, Financial Services - Insurance (Topic 944): Effective Date, and (ii) ASU 2020-11, Financial Services - Insurance (Topic 944): Effective Date and Early Application (collectively referred to herein as ASU 2018-12). ASU 2018-12 changed existing recognition, measurement, presentation, and disclosure requirements for long-duration contracts. ASU 2018-12 includes: (1) a requirement to review and, if there is a change, update cash flow assumptions used to measure the liability for future policy benefits (LFPB) at least annually, and to update the discount rate assumption quarterly, (2) a requirement to account for market risk benefits (MRBs) at fair value, (3) simplified amortization for deferred policy acquisition costs (DAC), and (4) enhanced financial statement presentation and disclosures. The amendments are now effective for SEC filers that are not small reporting companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2022. For all other entities the effective date is now for fiscal years beginning after December 15, 2024, or interim periods after December 15, 2025. As of November 15, 2019, the Company met the definition of a smaller reporting company.

In March 2023, the Financial Accounting Standards Board (“FASB”) issued ASU 2023-02, “Investments-Equity method and Joint Ventures (Topic 323): Accounting for Investments in Tax Credit Structures Using the Proportional Amortization Method” (“ASU 2023-02”). These amendments allow reporting entities to elect to account for qualifying tax equity investments using the proportional amortization method, regardless of the program giving rise to the related income tax credits. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years and early adoption is permitted. We do not expect ASU 2023-02 to have an impact to our consolidated financial statements.

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In August 2023, the Financial Accounting Standards Board issued Accounting Standards Update (“ASU”) 2023-05, Business Combinations - Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement, which clarifies the business combination accounting for joint venture formations. The amendments in the ASU seek to reduce diversity in practice that has resulted from a lack of authoritative guidance regarding the accounting for the formation of joint ventures in separate financial statements. The amendments also seek to clarify the initial measurement of joint venture net assets, including businesses contributed to a joint venture. The guidance is applicable to all entities involved in the formation of a joint venture. The amendments are effective for all joint venture formations with a formation date on or after January 1, 2025. Early adoption and retrospective application of the amendments are permitted. We do not expect adoption of the new guidance to have a material impact on our consolidated financial statements and disclosures.

In October 2023, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) No. 2023-06 (“ASU 2023-06”), Disclosure Improvements - Codification Amendment in Response to the SEC’s Disclosure Update and Simplification Initiative. This ASU modified the disclosure and presentation requirements of a variety of codification topics by aligning them with the SEC’s regulations. The amendments to the various topics should be applied prospectively, and the effective date will be determined for each individual disclosure based on the effective date of the SEC’s removal of the related disclosure. If the SEC has not removed the applicable requirements from Regulation S-X or Regulation S-K by June 30, 2027, then this ASU will not become effective. Early adoption is prohibited. While the Company is currently evaluating the effect that implementation of this update will have on its consolidated financial statements, no material impact is anticipated.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which enhances reporting requirements under Topic 280. The enhanced disclosure requirements include: title and position of the Chief Operating Decision Maker (CODM), significant segment expenses provided to the CODM, extending certain annual disclosures to interim periods, clarifying single reportable segment entities must apply ASC 280 in its entirety, and permitting more than one measure of segment profit or loss to be reported under certain circumstances. This change is effective for fiscal years beginning after December 15, 2023 and interim periods beginning after December 15, 2024. This change will apply retrospectively to all periods presented. The Company is currently evaluating the impact ASU No 2024-02 will have on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-08, Intangibles—Goodwill and Other—Crypto Assets (Subtopic 350-60): Accounting for and Disclosure of Crypto Assets. The amendments in ASU No. 2023-08 are intended to improve the accounting for certain crypto assets by requiring an entity to measure those crypto assets at fair value each reporting period with changes in fair value recognized in net income. The amendments also improve the information provided to investors about an entity’s crypto asset holdings by requiring disclosure about significant holdings, contractual sale restrictions, and changes during the reporting period. The amendments are effective for all entities for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued (or made available for issuance). If an entity adopts the amendments in an interim period, it must adopt them as of the beginning of the fiscal year that includes that interim period. ASU No. 2023-08 requires a cumulative-effect adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets) as of the beginning of the annual reporting period in which an entity adopts the amendments. The Company is currently evaluating the impact ASU No 2024-02 will have on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which would require additional transparency for income tax disclosures, including the income tax rate reconciliation table and cash taxes paid both in the United States and foreign jurisdictions. This standard is effective for annual periods beginning after December 15, 2024. The Company is currently evaluating the impact ASU No 2024-02 will have on its consolidated financial statements and related disclosures.

In March 2024, the FASB issued ASU 2024-01, Compensation - Stock Compensation (Topic 718), Scope Application of Profits Interest and Similar Awards. This standard provides clarity regarding whether profits interest and similar awards are within the scope of Topic 718 of the Accounting Standards Codification. This standard is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently evaluating the impact ASU No 2024-02 will have on its consolidated financial statements and related disclosures.

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In March 2024, the FASB issued ASU No. 2024-02, "Codification Improvements - Amendments to Remove References to the Concepts Statements." ASU 2024-02 removes references to various FASB Concepts Statements within the Codification. The guidance in ASU No. 2024-02 is effective for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years, and can be applied either prospectively to all new transactions recognized on or after the date that the entity first applies the amendments or retrospectively to the beginning of the earliest comparative period presented in which the amendments were first applied. Early adoption is permitted. The Company is currently evaluating the impact ASU No 2024-02 will have on its consolidated financial statements and related disclosures.

**NOTE 3 – CASH AND CASH EQUIVALENTS**

As of June 30, 2024, and March 31, 2024, cash and cash equivalents consisted of the following:

	<u>June 30, 2024</u>	<u>March 31, 2024</u>
Short term deposits in National Bank (Kazakhstan)	\$ 292,154	\$ 196,942
Short term deposits in commercial banks	202,830	127,051
Securities purchased under reverse repurchase agreements	150,960	134,961
Petty cash in bank vault and on hand	40,099	22,613
Overnight deposits	14,465	3,557
Cash in transit	7,210	9,633
Short term deposits in stock exchanges	5,062	47,830
Short term deposits on brokerage accounts	5,586	2,917
Short term deposits in the Central Depository (Kazakhstan)	551	42
Allowance for Cash and cash equivalents	(239)	(462)
<b>Total cash and cash equivalents</b>	<b>\$ 718,678</b>	<b>\$ 545,084</b>

As of June 30, 2024, and March 31, 2024, cash and cash equivalents balance included short-term collateralized securities received under reverse repurchase agreements which the Group concludes mainly on KASE. KASE, in turn, guarantees payments to the counterparty. The terms of the short-term collateralized securities received under reverse repurchase agreements as of June 30, 2024, and March 31, 2024 are presented below:

	<u>June 30, 2024</u>		
	<u>Interest rates and remaining contractual maturity of the agreements</u>		
	<u>Average interest rate</u>	<u>Up to 30 days</u>	<u>Total</u>
<b>Securities purchased under reverse repurchase agreements</b>			
Corporate equity	14.08 %	104,509	104,509
Corporate debt	3.53 %	31,398	31,398
US sovereign debt	7.95 %	10,302	10,302
Non-US sovereign debt	3.30 %	4,751	\$ 4,751
<b>Total</b>		<b>\$ 150,960</b>	<b>\$ 150,960</b>

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	March 31, 2024		
	Interest rates and remaining contractual maturity of the agreements		
	Average interest rate	Up to 30 days	Total
<b>Securities purchased under reverse repurchase agreements</b>			
Corporate equity	14.57 %	\$ 96,647	\$ 96,647
US sovereign debt	4.77 %	16,885	16,885
Non-US sovereign debt	4.45 %	12,468	12,468
Corporate debt	5.31 %	8,961	8,961
<b>Total</b>		<b>\$ 134,961</b>	<b>\$ 134,961</b>

The securities received by the Group as collateral under reverse repurchase agreements are liquid trading securities with market quotes and significant trading volume. The fair value of collateral received by the Group under reverse repurchase agreements as of June 30, 2024 and March 31, 2024, was \$150,886 and \$133,380, respectively.

As of June 30, 2024 and March 31, 2024, securities purchased under reverse repurchase agreements included accrued interest in the amount of \$132 and \$106, with a weighted average maturity of 2 days and 3 days, respectively. All securities repurchase agreements transactions were executed through the KASE.

**NOTE 4 – RESTRICTED CASH**

As of June 30, 2024, and March 31, 2024, restricted cash consisted of the following::

	June 30, 2024	March 31, 2024
Brokerage customers' cash	\$ 1,099,041	\$ 366,260
Guaranty deposits	81,125	97,052
Restricted bank accounts	8,161	8,079
Due from banks	6,167	6,374
Deferred distribution payment	23	23
Allowance for restricted cash	(15,007)	(15,151)
<b>Total restricted cash</b>	<b>\$ 1,179,510</b>	<b>\$ 462,637</b>

As of June 30, 2024, and March 31, 2024, part of the Group's restricted cash was segregated in a special custody account for the exclusive benefit of the relevant brokerage customers.

**NOTE 5 – TRADING AND AVAILABLE-FOR-SALE SECURITIES AT FAIR VALUE**

As of June 30, 2024, and March 31, 2024, trading and available-for-sale securities consisted of:

	June 30, 2024	March 31, 2024
Non-U.S. sovereign debt	\$ 2,135,862	\$ 2,409,126
Corporate debt	1,084,410	1,108,870
Corporate equity	123,520	126,103
U.S. sovereign debt	43,452	43,173
Exchange traded notes	6,692	1,348
<b>Total trading securities</b>	<b>\$ 3,393,936</b>	<b>\$ 3,688,620</b>



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	June 30, 2024	March 31, 2024
Corporate debt	\$ 194,327	\$ 173,568
Non-U.S. sovereign debt	52,413	27,016
U.S. sovereign debt	16,120	16,037
<b>Total available-for-sale securities, at fair value</b>	<b>\$ 262,860</b>	<b>\$ 216,621</b>

The following tables present maturity analysis for available-for-sale securities as of June 30, 2024, and March 31, 2024:

	June 30, 2024				
	Remaining contractual maturity of the agreements				
	Up to 1 year	1-5 years	5-10 years	More than 10 years	Total
Corporate debt	37,704	86,644	59,322	10,657	194,327
Non-US sovereign debt	14,240	17,884	13,643	6,646	52,413
US sovereign debt	—	5,132	9,798	1,190	16,120
<b>Total available-for-sale securities, at fair value</b>	<b>\$ 51,944</b>	<b>\$ 109,660</b>	<b>\$ 82,763</b>	<b>\$ 18,493</b>	<b>\$ 262,860</b>

	March 31, 2024				
	Remaining contractual maturity of the agreements				
	Up to 1 year	1-5 years	5-10 years	More than 10 years	Total
Corporate debt	65,415	44,374	59,553	4,226	173,568
Non-US sovereign debt	7,839	7,310	5,797	6,070	27,016
US sovereign debt	—	5,059	9,753	1,225	16,037
<b>Total available-for-sale securities, at fair value</b>	<b>\$ 73,254</b>	<b>\$ 56,743</b>	<b>\$ 75,103</b>	<b>\$ 11,521</b>	<b>\$ 216,621</b>

As of June 30, 2024, the Group held debt securities of two issuers each of which individually exceeded 10% of the Group's total trading and available-for-sale securities - the Ministry of Finance of the Republic of Kazakhstan (Fitch: BBB credit rating) in the amount of \$2,175,004 and Kazakhstan Sustainability Fund JSC (Fitch: BBB credit rating) in the amount of \$726,402. As of March 31, 2024, the Group held debt securities of two issuers each of which individually exceeded 10% of the Group's total trading securities and available-for-sale securities - the Ministry of Finance of the Republic of Kazakhstan (Fitch: BBB credit rating) in the amounts of \$2,420,855 and the Kazakhstan Sustainability Fund JSC (Fitch: BBB credit rating) in the amount of \$727,440, respectively. The debt securities issued by the Ministry of Finance of the Republic of Kazakhstan and Kazakhstan Sustainability Fund JSC are categorized as non-US sovereign debt and corporate debt, respectively.

As of the June 30, 2024 and March 31, 2024, the Group recognized \$363 and \$413 other-than-temporary impairment in accumulated other comprehensive loss.

The fair value of securities is determined using observable market data based on recent trading activity. Where observable market data is unavailable due to a lack of trading activity, the Group utilizes internally developed models to estimate fair value and independent third parties to validate assumptions, when appropriate. Estimating fair value requires significant management judgment, including benchmarking to similar instruments with observable market data and applying appropriate discounts that reflect differences between the securities that the Group is valuing and the selected benchmark. Depending on the type of securities owned by the Group, other valuation methodologies may be required.

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Measurement of fair value is classified within a hierarchy based upon the transparency of inputs used in the valuation of an asset or liability. Classification within the hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The valuation hierarchy contains three levels:

- Level 1 - Valuation inputs are unadjusted quoted market prices for identical assets or liabilities in active markets.
- Level 2 - Valuation inputs are quoted market prices for identical assets or liabilities in markets that are not active, quoted market prices for similar assets and liabilities in active markets, and other observable inputs directly or indirectly related to the asset or liability being measured.
- Level 3 - Valuation inputs are unobservable and significant to the fair value measurement.

The following tables present securities assets in the Condensed Consolidated Balance Sheets or disclosed in the Notes to the condensed consolidated financial statements at fair value on a recurring basis as of June 30, 2024, and March 31, 2024:

<b>Fair Value Measurements as of June 30, 2024 using</b>					
	<b>Weighted Average Interest Rate</b>	<b>Total</b>	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Units (Level 3)</b>
Non-U.S. sovereign debt	12.43 %	\$ 2,135,862	\$ 1,455,803	\$ 680,059	\$ —
Corporate debt	14.52 %	1,084,410	242,177	842,016	217
Corporate equity		123,520	101,371	3,717	18,432
U.S. sovereign debt	4.19 %	43,452	43,452	—	—
Exchange traded notes		6,692	5,853	839	—
<b>Total trading securities</b>		<b>\$ 3,393,936</b>	<b>\$ 1,848,656</b>	<b>\$ 1,526,631</b>	<b>\$ 18,649</b>
Corporate debt	14.96 %	\$ 194,327	\$ 31,643	\$ 162,684	\$ —
Non-US sovereign debt	11.73 %	52,413	45,027	7,386	—
US sovereign debt	4.60 %	16,120	16,120	—	—
<b>Total available-for-sale securities, at fair value</b>		<b>\$ 262,860</b>	<b>\$ 92,790</b>	<b>\$ 170,070</b>	<b>\$ —</b>

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	Weighted Average Interest Rate	Total	Fair Value Measurements as of March 31, 2024 using		
			Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Units
			(Level 1)	(Level 2)	(Level 3)
Non-U.S. sovereign debt	11.61 %	\$ 2,409,126	\$ 1,592,380	\$ 816,746	\$ —
Corporate debt	14.83 %	1,108,870	171,218	937,360	292
Corporate equity		126,103	102,134	3,819	20,150
U.S. sovereign debt	4.98 %	43,173	43,173	—	—
Exchange traded notes		1,348	1,045	303	—
<b>Total trading securities</b>		<b>\$ 3,688,620</b>	<b>\$ 1,909,950</b>	<b>\$ 1,758,228</b>	<b>\$ 20,442</b>
Corporate debt	15.53 %	\$ 173,568	\$ 47,135	\$ 126,433	\$ —
Non-U.S. sovereign debt	10.48 %	27,016	12,378	14,638	—
U.S. sovereign debt	3.54 %	16,037	16,037	—	—
<b>Total available-for-sale securities, at fair value</b>		<b>\$ 216,621</b>	<b>\$ 75,550</b>	<b>\$ 141,071</b>	<b>\$ —</b>

The tables below present the valuation techniques and significant level 3 inputs used in the valuation as of June 30, 2024, and March 31, 2024. The tables are not intended to be all inclusive, but instead capture the significant unobservable inputs relevant to determination of fair value.

Type	Valuation Technique	FV as of June 30, 2024	Significant Unobservable Inputs	%
Corporate debt	DCF	217	Discount rate	74.0%
			Estimated number of years	3 months
Corporate equity	DCF	18,296	Discount rate	13.0%
			Estimated number of years	4 years, 6 months
			Termination multiplier	27x
Corporate equity	DCF	136	Discount rate	58.8%
			Estimated number of years	9 years
<b>Total</b>		<b>\$ 18,649</b>		

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Type	Valuation Technique	FV as of March 31, 2024	Significant Unobservable Inputs	%
Corporate debt	DCF	\$ 292	Discount rate	74.0%
			Estimated number of years	3 months
Corporate equity	DCF	20,007	Discount rate	13.0%
			Estimated number of years	4 years, 6 months
			Termination multiplier	27x
Corporate equity	DCF	143	Discount rate	58.8%
			Estimated number of years	9 years
<b>Total</b>		<b>\$ 20,442</b>		

The following table provides a reconciliation of the beginning and ending balances for investments that use Level 3 inputs for the three months ended June 30, 2024, and the year ended March 31, 2024:

	Trading securities
<b>Balance as of March 31, 2023</b>	<b>\$ 5,138</b>
Reclassification to Level 2	\$ (32)
Deconsolidation of Freedom UA securities	(3,927)
Sale of investments that use Level 3 inputs	(15,856)
Purchase of investments that use Level 3 inputs	35,807
Revaluation of investments that use Level 3 inputs	(132)
Reclassification to investment in associate	(556)
<b>Balance as of March 31, 2024</b>	<b>\$ 20,442</b>
Reclassification to level 2	—
Sale of investments that use Level 3 inputs	—
Purchase of investments that use Level 3 inputs	—
Revaluation of investments that use Level 3 inputs	(1,792)
<b>Balance as of June 30, 2024</b>	<b>\$ 18,650</b>

The table below presents the amortized cost, unrealized gains and losses accumulated in other comprehensive income, and fair value of available-for-sale securities as of June 30, 2024, and March 31, 2024:

	June 30, 2024					Maturity Date
	Assets measured at amortized cost	Accumulated impairment loss	Unrealized loss accumulated in other comprehensive income/(loss)	Assets measured at fair value		
Corporate debt	\$ 193,160	\$ (51)	\$ 1,218	\$ 194,327		2024-2039
Non-US sovereign debt	54,123	(312)	(1,398)	52,413		2024-indefinite
U.S. sovereign debt	16,883	—	(763)	16,120		2027-2044
<b>Total available-for-sale securities, at fair value</b>	<b>\$ 264,166</b>	<b>\$ (363)</b>	<b>(943)</b>	<b>\$ 262,860</b>		

**FREEDOM HOLDING CORP.**

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	March 31, 2024					
	Assets measured at amortized cost	Accumulated impairment loss	Unrealized loss accumulated in other comprehensive income/(loss)	Assets measured at fair value	Maturity Date	
Corporate debt	\$ 172,689	\$ (61)	\$ 940	\$ 173,568	2024-2039	
Non-U.S. sovereign debt	29,121	(352)	\$ (1,753)	27,016	2024-indefinite	
U.S. sovereign debt	16,767	—	\$ (730)	16,037	2027-2044	
<b>Total available-for-sale securities, at fair value</b>	<b>\$ 218,577</b>	<b>\$ (413)</b>	<b>\$ (1,543)</b>	<b>\$ 216,621</b>		

**NOTE 6 – MARGIN LENDING, BROKERAGE AND OTHER RECEIVABLES, NET**

Margin lending, brokerage and other receivables as of June 30, 2024, and March 31, 2024, consisted of:

	June 30, 2024	March 31, 2024
Margin lending receivables	\$ 1,193,193	\$ 1,635,377
Receivables from payment processing services	8,900	5,351
Bank commissions receivable	7,966	11,574
Bond coupon receivable and dividends accrued	4,641	5,429
Receivables from brokerage clients	2,889	2,603
Other receivables	13,533	11,931
Allowance for receivables	(13,237)	(11,990)
<b>Total margin lending, brokerage and other receivables, net</b>	<b>\$ 1,217,885</b>	<b>\$ 1,660,275</b>

Margin lending receivables are amounts owed to the Group from customers as a result of borrowings by such customers against the value of qualifying securities, primarily for the purpose of purchasing additional securities. Amounts may fluctuate from period to period as overall client balances change as a result of market levels, client positioning and leverage. Credit exposures arising from margin lending activities are generally mitigated by their short-term nature, the value of collateral held and the Group's right to call for margin when collateral values decline.

The fair value of collateral received by the Group under margin loans as of June 30, 2024, and March 31, 2024 were \$687,324 and \$7,579,057, respectively. As of June 30, 2024, and March 31, 2024, collateral from single counterparty comprised \$2,479,045 and \$2,516,108, 37% and 33% of the total collateral value, respectively. At the same time margin lending receivable from single counterparty comprised \$862,986 and \$399,196, respectively.

For both individual and institutional brokerage clients, the Group may enter into arrangements for securities financing transactions in respect of financial instruments held by the Group on behalf of the client or may use such financial instruments for our own account or the account of another client. The Group maintain omnibus brokerage accounts for certain institutional brokerage clients, in which transactions of the underlying clients of such institutional clients are combined in a single account with us. As noted above, the Group may use the assets within the omnibus accounts to finance, lend, provide credit or provide debt financing or otherwise use and direct the order or manner of assets for financing of other clients of ours.

As of June 30, 2024, and March 31, 2024, using historical and statistical data, the Group recorded an allowance for brokerage receivables in the amounts of \$13,237 and \$11,990, respectively.

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**NOTE 7 – LOANS ISSUED**

Loans issued as of June 30, 2024, consisted of the following:

	<b>Amount Outstanding</b>	<b>Due Dates</b>	<b>Average Interest Rate</b>	<b>Fair Value of Collateral</b>	<b>Loan Currency</b>
Mortgage loans	\$ 724,295	July 2024 - June 2049	10.3%	\$ 724,294	KZT
Car loans	227,234	July 2024 - April 2032	23.9%	224,380	KZT
Uncollateralized bank customer loans	231,833	July 2024 - June 2044	27.7%	—	KZT
Right of claim for purchased retail loans	134,333	July 2024 - August 2029	15.0%	134,333	KZT
Collateralized bank customer loans	29,102	July 2024 - July 2043	19.3%	27,982	KZT
Subordinated loan	5,038	December 2025	3.0%	—	USD
Other	2,803	August 2024 - January 2029	18.6%/15.0%/2.5%	33	KZT/USD/EUR
Allowance for loans issued	(40,086)				
<b>Total loans issued</b>	<b>\$ 1,314,552</b>				

The Group provides mortgage loans to borrowers on behalf of the JSC Kazakhstan Sustainability Fund ("Program Operator") related to the state mortgage program "7-20-25" and transfers the rights of claim on the mortgage loans to the Program Operator. The proceeds received from these transfers are presented within funds received under state program for financing of mortgage loans in the Condensed Consolidated Statements of Cash Flows. Under this program, borrowers can receive a mortgage at an interest rate of 7% for 20 years, and the interest payments received by the Group are recognized as interest income in the Group's Consolidated Statements of Operations and Statements of Other Comprehensive Income. In accordance with the program and trust management agreement for the program, Group services the transferred loans and remits all repayments of principal it receives plus 4% of the 7% interest received to the Program Operator. The interest paid to the Program Operator is recognized as interest expense in the Condensed Consolidated Statements of Operations and Statements of Other Comprehensive Income. The remaining 3% of the 7% interest is retained by Group. Under the program and trust management agreement, Group is required to repurchase the rights to make claims on the transferred loans when either loan principal repayments or interest payments are overdue 90 days or more. The repurchase of overdue loans is performed at the loans' nominal value and is presented within repurchase of mortgage loans under the State Program in the Condensed Consolidated Statements of Cash Flows.

Since the Group transfers the rights to make claims on the loans with recourse for loans that are more than 90 days past due, retains part of the interest received on the loans and agrees to service the loans after the sale of the loans to the Program Operator, the Group has determined that it retains control over the loans transferred and continues recognizing the loans, which are accounted for as secured borrowings of the Group in accordance with ASC 860, Transfers and Servicing. As the Group continues to recognize the loans as assets, it also recognizes the associated liability equal to the proceeds received from the Program Operator, which is presented separately as liability arising from continuing involvement in the Condensed Consolidated Balance Sheets. This liability accrues 4% interest annually as described above. As of June 30, 2024 and March 31, 2024, the corresponding liability amounted to \$505,659 and \$521,885, respectively.

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As of June 30, 2024 and March 31, 2024, mortgage loans include loans under the state mortgage program "7-20-25" with an aggregate principal amount of \$19,016 and \$532,389, respectively, were presented within loans issued in the Condensed Consolidated Balance Sheets.

The Group has an agreement with FFIN Credit, a company established and controlled by FRHC's controlling shareholder, chairman and chief executive officer, Timur Turlov, to purchase uncollateralized retail loans. FFIN Credit is a non-bank credit institution that issues loans in Kazakhstan under simplified lending procedures. FFIN Credit was created as a pilot project to test and improve the scoring models used for qualifying and issuing loans. The principal operation of FFIN Credit is to provide loans to customers online using biometric identification and its proprietary scoring process. After completion of the pilot launch, it is anticipated that the ownership of FFIN Credit will be sold by Mr. Turlov to the Company. The bank has legal ownership over purchase from FFIN Credit uncollateralized retail loans, however, in accordance with U.S. GAAP requirements, the Group does not recognize those loans, since effective control over the transferred loans are maintained by FFIN Credit. Instead, the Group recognizes the loans receivable from FFIN Credit presented on the Consolidated Balance Sheets within the loans issued. As of June 30, 2024 and March 31, 2024, right of claims for purchased retail loans amounted to \$134,333 and \$146,152, respectively.

The total accrued interest for loans issued amounted to \$8,277 as of June 30, 2024 and \$8,327 as of March 31, 2024.

Loans issued as of March 31, 2024, consisted of the following:

	Amount Outstanding	Due Dates	Average Interest Rate	Fair Value of Collateral	Loan Currency
Mortgage loans	\$ 741,312	April, 2024 - March, 2049	10.3%	\$ 740,462	KZT
Car loans	262,708	April, 2024 - March, 2031	23.9%	259,755	KZT
Uncollateralized bank customer loans	245,188	April, 2024 - March, 2044	27.4%	—	KZT
Right of claim for purchased retail loans	146,152	April, 2024 - March, 2029	15.0%	146,152	KZT
Collateralized bank customer loans	22,299	June, 2024 - July, 2043	19.1%	22,270	KZT
Subordinated loan	5,037	December, 2025	3.0%	—	USD
Other	2,638	April, 2024 - January, 2029	18.6%/15.0%/2.5%	18	KZT/USD/EUR
Allowance for loans issued	(43,619)				
<b>Total loans issued</b>	<b>\$ 1,381,715</b>				

**Credit quality indicators**

Freedom Bank KZ uses a loan portfolio quality classification system that indicates signs of a significant increase in credit risk and contractual impairment, depending on the analysis of reasonable and supportable information available at the reporting date. The loan portfolio is classified into "not credit impaired", "with significant increase in credit risk" and "credit impaired" agreements.

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Loans “not credit impaired” under the agreement are serviced as usual, there are no primary signs of an increase in credit risk. Agreements classified as “with significant increase in credit risk” represent loans for which there is an increase in the credit risk expected over the life of the agreement compared to the initial risk at the date of recognition of the loan. In practice, the presence of overdue debt on principal and interest for a period of more than 30 days or the absolute probability of default threshold PD exceeds 20%. Agreements classified as “credit impaired” represent loans for which at the reporting date there are signs of impairment, the borrower has been in default for 90 or more days for individuals and 60 or more days for legal entities, the borrower for the last 6 months for individuals and 12 months for legal entities restructured the contract due to the deterioration of the financial condition, the borrower is recognized as credit impaired, the presence of a sign of default, a sign of bankruptcy, the deterioration of the financial performance of the borrower, the presence of other information indicating the presence of a high credit risk.

The table below presents the Group's loan portfolio by credit quality classification and origination year as of June 30, 2024. Current vintage disclosure is the requirement due to first adoption of ASC 326.



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	Term Loans by Origination Year							Total
	2025	2024	2023	2022	2021	Prior	Revolving loans	
<b>Mortgage loans</b>	\$ 37,141	\$ 223,214	\$ 426,566	\$ 37,374	\$ —	\$ —	\$ —	\$ 724,295
that are not credit impaired	37,141	221,389	423,582	37,002				719,114
with significant increase in credit risk	—	1,322	1,627	298				3,247
that are credit impaired	—	503	1,357	74				1,934
<b>Car loans</b>	<b>661</b>	<b>170,230</b>	<b>56,343</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>227,234</b>
that are not credit impaired	661	165,792	45,318					211,771
with significant increase in credit risk	—	1,990	1,741					3,731
that are credit impaired	—	2,448	9,284					11,732
<b>Uncollateralized bank customer loans</b>	<b>18,126</b>	<b>183,176</b>	<b>30,524</b>	<b>7</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>231,833</b>
that are not credit impaired	18,058	168,030	25,547	—				211,635
with significant increase in credit risk	68	4,559	1,030	—				5,657
that are credit impaired	—	10,587	3,947	7				14,541
<b>Right of claim for purchased retail loans</b>	<b>36,886</b>	<b>87,911</b>	<b>9,436</b>	<b>100</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>134,333</b>
that are not credit impaired	36,886	87,911	9,436	100				134,333
with significant increase in credit risk	—	—	—	—				—
that are credit impaired	—	—	—	—				—
<b>Collateralized bank customer loans</b>	<b>11,615</b>	<b>17,223</b>	<b>264</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>29,102</b>
that are not credit impaired	11,615	17,095	264					28,974
with significant increase in credit risk	—	128	—					128
that are credit impaired	—	—	—					—
<b>Subordinated loan</b>	<b>—</b>	<b>—</b>	<b>5,038</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>5,038</b>
that are not credit impaired	—	—	5,038					5,038
with significant increase in credit risk	—	—	—					—
that are credit impaired	—	—	—					—
<b>Other</b>	<b>215</b>	<b>2,371</b>	<b>154</b>	<b>63</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>2,803</b>
that are not credit impaired	215	2,362	154	63				2,794
with significant increase in credit risk	—	—	—	—				—
that are credit impaired	—	9	—	—				9
<b>Total</b>	<b>\$ 104,644</b>	<b>\$ 684,125</b>	<b>\$ 528,325</b>	<b>\$ 37,544</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,354,638</b>

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The table below presents the Group's loan portfolio by credit quality classification as of March 31, 2024.

	Term Loans by Origination Year							
	2024	2023	2022	2021	2020	Prior	Revolving loans	Total
<b>Mortgage loans</b>	\$ 241,848	\$ 458,401	\$ 41,063	\$ —	\$ —	\$ —	\$ —	\$ 741,312
that are not credit impaired	240,974	454,933	40,784	—	—	—	—	736,691
with significant increase in credit risk	676	2,415	111	—	—	—	—	3,202
that are credit impaired	198	1,053	168	—	—	—	—	1,419
<b>Car loans</b>	<b>196,305</b>	<b>66,403</b>	—	—	—	—	—	<b>262,708</b>
that are not credit impaired	193,302	55,427	—	—	—	—	—	248,729
with significant increase in credit risk	1,590	2,232	—	—	—	—	—	3,822
that are credit impaired	1,413	8,744	—	—	—	—	—	10,157
<b>Uncollateralized bank customer loans</b>	<b>210,612</b>	<b>34,568</b>	<b>8</b>	—	—	—	—	<b>245,188</b>
that are not credit impaired	200,211	30,337	—	—	—	—	—	230,548
with significant increase in credit risk	4,715	1,072	—	—	—	—	—	5,787
that are credit impaired	5,686	3,159	8	—	—	—	—	8,853
<b>Right of claim for purchased retail loans</b>	<b>130,291</b>	<b>15,694</b>	<b>167</b>	—	—	—	—	<b>146,152</b>
that are not credit impaired	130,291	15,694	167	—	—	—	—	146,152
with significant increase in credit risk	—	—	—	—	—	—	—	—
that are credit impaired	—	—	—	—	—	—	—	—
<b>Collateralized bank customer loans</b>	<b>21,972</b>	<b>327</b>	—	—	—	—	—	<b>22,299</b>
that are not credit impaired	21,796	327	—	—	—	—	—	22,123
with significant increase in credit risk	89	—	—	—	—	—	—	89
that are credit impaired	87	—	—	—	—	—	—	87
<b>Subordinated loan</b>	—	<b>5,037</b>	—	—	—	—	—	<b>5,037</b>
that are not credit impaired	—	5,037	—	—	—	—	—	5,037
with significant increase in credit risk	—	—	—	—	—	—	—	—
that are credit impaired	—	—	—	—	—	—	—	—
<b>Other</b>	<b>2,404</b>	<b>165</b>	<b>69</b>	—	—	—	—	<b>2,638</b>
that are not credit impaired	2,395	165	69	—	—	—	—	2,629
with significant increase in credit risk	—	—	—	—	—	—	—	—
that are credit impaired	9	—	—	—	—	—	—	9
<b>Total</b>	<b>\$ 803,432</b>	<b>\$ 580,595</b>	<b>\$ 41,307</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1,425,334</b>

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Aging analysis of past due loans as of June 30, 2024 and March 31, 2024, is as follows:

	<b>June 30, 2024</b>				
	<b>Loans 30-59 Days past due</b>	<b>Loans 60-89 days past due</b>	<b>Loans 90 days or more past due and still accruing</b>	<b>Current loans</b>	<b>Total</b>
Mortgage loans	\$ 1,762	\$ 1,485	\$ 1,934	\$ 719,114	\$ 724,295
Car loans	2,006	1,725	11,732	211,771	227,234
Uncollateralized bank customer loans	3,021	2,636	14,541	211,635	231,833
Right of claim for purchased retail loans	—	—	—	134,333	134,333
Collateralized bank customer loans	99	29	—	28,974	29,102
Subordinated loan	—	—	—	5,038	5,038
Other	—	—	9	2,794	2,803
<b>Total</b>	<b>\$ 6,888</b>	<b>\$ 5,875</b>	<b>\$ 28,216</b>	<b>\$ 1,313,659</b>	<b>\$ 1,354,638</b>

	<b>March 31, 2024</b>				
	<b>Loans 30-59 Days past due</b>	<b>Loans 60-89 days past due</b>	<b>Loans 90 days or more past due and still accruing</b>	<b>Current loans</b>	<b>Total</b>
Mortgage loans	\$ 2,133	\$ 1,069	\$ 1,419	\$ 736,691	\$ 741,312
Car loans	2,167	1,655	10,157	248,729	262,708
Uncollateralized bank customer loans	3,576	2,211	8,853	230,548	245,188
Right of claim for purchased retail loans	—	—	—	146,152	146,152
Collateralized bank customer loans	—	89	87	22,123	22,299
Subordinated loan	—	—	—	5,037	5,037
Other	—	—	9	2,629	2,638
<b>Total</b>	<b>\$ 7,876</b>	<b>\$ 5,024</b>	<b>\$ 20,525</b>	<b>\$ 1,391,909</b>	<b>\$ 1,425,334</b>

The activity in the allowance for credit losses for the three months ended June 30, 2024 and 2023 is summarized in the following tables.

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	Allowance for credit losses						
	Mortgage loan	Uncollateralized bank customer loans	Collateralized bank customer loans	Car loans	Right of claim for purchased retail loans	Other	Total
<b>March 31, 2024</b>	\$ (3,033)	\$ (19,636)	\$ (80)	\$ (14,262)	\$ (6,577)	\$ (31)	\$ (43,619)
<i>Charges</i>	(728)	(6,389)	(116)	(1,526)	(1,490)	(6)	(10,255)
<i>Recoveries</i>	295	3,733	20	3,938	3,473	—	11,459
<i>Write off</i>	—	—	4	109	—	—	113
<i>Forex</i>	180	1,160	9	621	246	—	2,216
<b>June 30, 2024</b>	<u>\$ (3,286)</u>	<u>\$ (21,132)</u>	<u>\$ (163)</u>	<u>\$ (11,120)</u>	<u>\$ (4,348)</u>	<u>\$ (37)</u>	<u>\$ (40,086)</u>

	Allowance for credit losses						
	Mortgage loan	Uncollateralized bank customer loans	Collateralized bank customer loans	Car loans	Right of claim for purchased retail loans	Other	Total
<b>March 31, 2023</b>	\$ (554)	\$ (233)	\$ —	\$ (758)	\$ (1,247)	\$ —	\$ (2,792)
Adjustment to allowance for adoption of ASU 2016-13	(2,216)	(7,436)	(35)	(6,462)	(9,046)	—	(25,195)
<i>Charges</i>	—	(7,755)	(55)	(2,948)	(5,346)	(3,261)	(19,365)
<i>Recoveries</i>	284	1,602	8	272	3,345	—	5,511
<i>Forex</i>	3	64	2	34	34	—	137
<b>June 30, 2023</b>	<u>\$ (2,483)</u>	<u>\$ (13,758)</u>	<u>\$ (80)</u>	<u>\$ (9,862)</u>	<u>\$ (12,260)</u>	<u>\$ (3,261)</u>	<u>\$ (41,704)</u>

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**NOTE 8 – PROVISION FOR INCOME TAXES**

The Group is subject to taxation in Kazakhstan, Kyrgyzstan, Cyprus, Uzbekistan, Germany and the United States of America.

The tax rates used for deferred tax assets and liabilities as of June 30, 2024, and March 31, 2024, were 21% for the United States, 20% for Kazakhstan and Azerbaijan, 10% for Kyrgyzstan, 15% for Germany, 12.5% for Cyprus, 25% for United Kingdom, 18% for Armenia and 15% for Uzbekistan.

During the three months ended June 30, 2024, and 2023, the effective tax rate was equal to 7.6% and 19.7%, respectively.

**NOTE 9 – SECURITIES REPURCHASE AGREEMENT OBLIGATIONS**

As of June 30, 2024, and March 31, 2024, trading securities included collateralized securities subject to repurchase agreements as described in the following table:

	<b>June 30, 2024</b>			
	<b>Interest rates and remaining contractual maturity of the agreements</b>			
	<b>Average interest rate</b>	<b>Up to 30 days</b>	<b>30-90 days</b>	<b>Total</b>
<b>Securities sold under repurchase agreements</b>				
Non-US sovereign debt	13.63 %	1,419,612	224,742	1,644,354
Corporate debt	13.64 %	748,007	156,580	904,587
US sovereign debt	13.50 %	9,853	—	9,853
<b>Total securities sold under repurchase agreements</b>		<b>\$ 2,177,472</b>	<b>\$ 381,322</b>	<b>\$ 2,558,794</b>

  

	<b>March 31, 2024</b>			
	<b>Interest rate and remaining contractual maturity of the agreements</b>			
	<b>Average interest rate</b>	<b>Up to 30 days</b>	<b>30-90 days</b>	<b>Total</b>
<b>Securities sold under repurchase agreements</b>				
Non-US sovereign debt	13.78 %	\$ 1,545,080	\$ 259,948	\$ 1,805,028
Corporate debt	13.84 %	923,752	14,644	938,396
US sovereign debt	3.06 %	13,172	—	13,172
<b>Total securities sold under repurchase agreements</b>		<b>\$ 2,482,004</b>	<b>\$ 274,592</b>	<b>\$ 2,756,596</b>

The fair value of collateral pledged under repurchase agreements as of June 30, 2024, and March 31, 2024, was \$2,572,331 and \$2,753,601, respectively.

Securities pledged as collateral by the Group under repurchase agreements are liquid trading securities with market quotes and significant trading volume.

As of June 30, 2024 and March 31, 2024, securities repurchase agreement obligations included accrued interest in the amount of \$9,565 and \$11,684, with a weighted average maturity of 14 days and 12 days, respectively. All securities repurchase agreements transactions were executed through the Kazakhstan Stock Exchange.

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**NOTE 10 – CUSTOMER LIABILITIES**

The Group recognizes customer liabilities associated with deposit funds of its brokerage and bank customers. As of June 30, 2024, and March 31, 2024, customer liabilities consisted of:

	June 30, 2024		March 31, 2024	
	Amount	Interest	Amount	Interest
Interest bearing deposits:				
Term deposits	\$ 1,355,385	0.1% - 17.3%	\$ 1,221,072	0.04% - 17.3%
<b>Total interest bearing deposits</b>	<b>\$ 1,355,385</b>		<b>\$ 1,221,072</b>	
Non-interest-bearing deposits:				
Brokerage customers	\$ 973,577		\$ 742,902	
Current customer accounts	370,950		309,856	
<b>Total non-interest-bearing accounts</b>	<b>\$ 1,344,527</b>		<b>\$ 1,052,758</b>	
<b>Total customer liabilities</b>	<b>\$ 2,699,912</b>		<b>\$ 2,273,830</b>	

In accordance with Kazakhstan law requirements, commercial banks conclude agreements with JSC Kazakhstan Deposit Insurance Fund ("KDIF"), under which banks have to pay commissions to KDIF on a recurring basis, the amount of which depends on the term and demand deposits received by banks from the customers. Under the agreement, KDIF insures the term and demand deposits up to \$42 to each customer. As at June 30, 2024, and March 31, 2024, respectively, the Group had total amounts in excess of insured bank time deposits of \$616,746 and \$600,972 for all customers.

**NOTE 11 – MARGIN LENDING AND TRADE PAYABLES**

As of June 30, 2024, and March 31, 2024, margin lending and trade payables of the Group were comprised of the following:

	June 30, 2024	March 31, 2024
Margin lending payable	\$ 809,409	\$ 839,454
Payables to merchants	12,379	13,475
Payables to suppliers of goods and services	9,005	10,525
Trade payable for securities purchased	464	485
Other	5,052	3,941
<b>Total margin lending and trade payables</b>	<b>\$ 836,309</b>	<b>\$ 867,880</b>

The fair value of collateral by the Group under margin loans as of June 30, 2024, and March 31, 2024 was \$2,564,790 and \$2,400,361, respectively.

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

**NOTE 12 – DEBT SECURITIES ISSUED**

As of June 30, 2024, and March 31, 2024, outstanding debt securities issued by the Group included the following:

<b>Debt securities issued by:</b>	<b>June 30, 2024</b>	<b>March 31, 2024</b>	<b>Interest rate</b>	<b>Issue date</b>	<b>Maturity date</b>
Freedom SPC bonds due 2028	\$ 200,366	\$ 200,386	1-2 years: 12% 3-5 years: EFRF + 6.5%	December, 2023	December, 2028
Freedom SPC bonds due 2026	64,610	64,546	5.5%	October, 2021	October, 2026
Accrued interest	1,422	2,319			
<b>Total debt securities issued</b>	<b>\$ 266,398</b>	<b>\$ 267,251</b>			

As of June 30, 2024 the carrying value of the Group's debt securities issued was \$64,610 Freedom SPC bonds due 2026 and \$200,366 Freedom SPC bonds due 2028, respectively. The Freedom SPC bonds are denominated in U.S. dollars and were issued under Astana International Financial Centre ("AIFC") law and trade on the AIX. The Company is a guarantor of the Freedom SPC bonds.

The Freedom SPC bonds due 2026 bear interest at an annual rate of 5.5% and mature in October 2026. Interest is paid semi-annually in April and October. The proceeds from the issuance of such bonds were loaned to the Company pursuant to a loan agreement dated November 22, 2021. The loan has the same interest rate and maturity date as the bonds.

For the first two years of Freedom SPC bonds due 2028, the annual interest rate is 12%, and for subsequent years the interest rate will be fixed and set as the sum of Effective Federal Funds Rate (EFRF) as of December 10, 2025 and a margin of 6.5%. Interest is paid on a monthly basis. The bondholders have a right of early redemption after two years at nominal value plus accrued interest. After two years, the issuer has the option to redeem the bonds in full or in part at nominal value plus accrued interest.

Debt securities issued are initially recognized at the fair value of the consideration received, less directly attributable transaction costs.

The Group has no covenants to comply with in its debt securities.

**NOTE 13 – INSURANCE CONTRACTS ASSETS AND LIABILITIES FROM INSURANCE ACTIVITIES**

As of June 30, 2024, and March 31, 2024, insurance and reinsurance receivables of the Group was comprised of the following:

	<b>June 30, 2024</b>	<b>March 31, 2024</b>
<b>Assets:</b>		
Amounts due from policyholders	\$ 9,624	\$ 10,260
Amounts due from reinsured	3,185	2,274
Advances received from agent	1,602	3,231
Claims receivable from reinsurance	1,541	1,400
Allowance for estimated uncollectible reinsurance	(1,168)	(1,045)
<b>Insurance and reinsurance receivables:</b>	<b>14,784</b>	<b>16,120</b>
<b>Unearned premium reserve, reinsurers' share</b>	<b>4,929</b>	<b>4,770</b>
<b>Reserves for claims and claims' adjustment expenses, reinsurers' share</b>	<b>5,236</b>	<b>4,032</b>
<b>Total</b>	<b>\$ 24,949</b>	<b>\$ 24,922</b>

**FREEDOM HOLDING CORP.****NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

As of June 30, 2024, and March 31, 2024, insurance and reinsurance payable of the Group was comprised of the following:

	<u>June 30, 2024</u>	<u>March 31, 2024</u>
<b>Liabilities:</b>		
Amounts payable to agents and brokers	\$ 5,955	\$ 6,334
Amounts payable to insurers	3,983	4,294
Amounts payable to reinsured	786	2,771
<b>Insurance and reinsurance payables:</b>	<u>10,724</u>	<u>13,399</u>
<b>Unearned premium reserve</b>	70,518	60,088
<b>Reserves for claims and claims' adjustment expenses</b>	239,152	223,693
<b>Total</b>	<u>\$ 320,394</u>	<u>\$ 297,180</u>

As of June 30, 2024, and March 31, 2024, liabilities from insurance activity mainly changed due to the increase of reserves for claims and claim's adjustment expenses, unearned premium reserve as a result of the expansion of operations.



**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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**NOTE 14 – FEE AND COMMISSION INCOME**

Fee and commission income is recognized when, or as, the Group satisfies its performance obligations by transferring the promised services to the customers. A service is transferred to a customer when, or as, the customer obtains control of that service. A performance obligation may be satisfied at a point in time or over time. Revenue from a performance obligation satisfied at a point in time is recognized at the point in time that the Group determines the customer obtains control over the promised service. Revenue from a performance obligation satisfied over time is recognized by measuring the Group's progress in satisfying the performance obligation in a manner that depicts the transfer of the services to the customer. The amount of revenue recognized reflects the consideration the Group expects to receive in exchange for those promised services (i.e., the "transaction price"). In determining the transaction price, the Group considers multiple factors, including the effects of variable consideration, if any.

The Company's revenues from contracts with customers are recognized when the performance obligations are satisfied at an amount that reflects the consideration expected to be received in exchange for such services. The majority of the Group's performance obligations are satisfied at a point in time and are typically collected from customers by debiting their brokerage account with the Group.

**Brokerage Services**

Commissions from brokerage services — The Group earns commission revenue by executing, settling and clearing transactions with clients primarily in exchange-traded and over-the-counter corporate equity and debt securities, money market instruments and exchange-traded options and futures contracts. Trade execution and clearing services, when provided together, represent a single performance obligation, as the services are not separately identifiable in the context of the contract. Commission revenue associated with combined trade execution and clearing services, as well as trade execution services on a standalone basis, are recognized at a point in time on trade date when the performance obligation is satisfied.

Commission revenue is generally paid on settlement date, which is generally two business days after trade date for equity securities and corporate bond transactions and one day for government securities, options and commodities transactions. The Group records a receivable on the trade date and receives a payment on the settlement date.

**Bank Services**

The Group earns revenue from two primary streams related to commissions from bank services:

- The Group earns bank commissions by executing client order for money transfer, purchase and sale of foreign currency, and other bank services. A substantial portion of the Group's revenue is derived from commissions from private clients through accounts with transaction-based pricing. Commission revenue is collected and recognized by the Company at a point in time at the execution of the order.
- Interchange — The Group acts as an agent between customers and international payment systems, such as VISA and MasterCard. When using third-party payment platforms or networks, the Group is an agent for the payment processing services to retail customers and, therefore, revenue is recognized on a net basis, as the Group is not primarily responsible for fulfilling the payment processing on third parties' payment platforms/networks and has no discretion in establishing the selling price of the payment processing service to the retail customer on third party payment platforms/networks. Fees from customers using third-party payment platform are earned for processing debit card transactions.

**Payment Processing**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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The Group earns revenue from two primary streams related to payment processing:

- Commissions from payment processing services, which include activities such as authorization, clearing, and settlement of electronic payments. The Company recognizes revenue at the time when the payment card transaction is completed. These services are typically provided under a commission rate from amounts of transactions. Fees are typically billed and paid monthly.
- Provision of IT infrastructure to merchants to facilitate payments. The Company recognizes revenue at the time when the performance obligation is satisfied – as soon as payments are facilitated. These services are typically provided under a commission rate from amounts of facilitated payments. Fees are typically billed and paid monthly.

**Underwriting and market-making services**

The Group earns underwriting revenues by providing capital raising solutions for corporate clients through initial public offerings, follow-on offerings, equity-linked offerings, private investments in public entities, and private placements. Underwriting revenues are recognized at a point in time on placement date, as the client obtains the control and benefit of the capital markets offering at that point. These fees are generally received within 90 days after the placement date. Transaction-related expenses, primarily consisting of legal, travel and other costs directly associated with the transaction, are included in underwriting revenues. These costs are deferred and recognized in the same period as the related investment banking transaction revenue. However, if the transaction is abandoned and does not close, the accounting treatment for the transaction-related costs may differ. In such cases, the accounting principles typically require the immediate recognition of the transaction-related expenses as an expense in the period in which the decision to abandon the transaction is made. This ensures that the costs associated with the abandoned transaction are recognized and reflected accurately in the financial statements of the entity.

**Receivables and Contract Balances**

Receivables arise when the Group has an unconditional right to receive payment under a contract with a customer and are derecognized when the cash is received. Margin lending, brokerage and other receivables are disclosed in Note 6 in the notes to condensed consolidated financial statements.

Contract assets arise when the revenue associated with the contract is recognized before the Group's unconditional right to receive payment under a contract with a customer (i.e., unbilled receivable) and are derecognized when either it becomes a receivable or the cash is received. As of June 30, 2024 and March 31, 2024, contract asset balances were not material.

Contract liabilities arise when customers remit contractual cash payments in advance of the Group satisfying its performance obligations under the contract and are derecognized when the revenue associated with the contract is recognized either when a milestone is met triggering the contractual right to bill the customer or when the performance obligation is satisfied. As of June 30, 2024 and March 31, 2024, contract liability balances were not material.

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

During the three months ended June 30, 2024, and June 30, 2023, fee and commission income was comprised of:

	Three months ended June 30, 2024				
	Brokerage	Banking	Insurance	Other	Total
Brokerage services	\$ 93,167	\$ —	\$ —	\$ —	\$ 93,167
Commission income from payment processing	—	—	—	8,563	8,563
Underwriting and market-making services	4,702	—	—	—	4,702
Bank services	—	2,516	—	—	2,516
Other fee and commission income	74	280	115	6,072	6,541
<b>Total fee and commission income</b>	<b>\$ 97,943</b>	<b>\$ 2,796</b>	<b>\$ 115</b>	<b>\$ 14,635</b>	<b>\$ 115,489</b>

	Three months ended June 30, 2023				
	Brokerage	Banking	Insurance	Other	Total
Brokerage service	\$ 55,082	\$ —	\$ —	\$ —	\$ 55,082
Commission income from payment processing	—	—	—	18,042	18,042
Bank services	—	12,841	—	—	12,841
Underwriting and market-making services	8,831	—	—	—	8,831
Other fee and commission income	59	325	42	3,481	3,907
<b>Total fee and commission income</b>	<b>\$ 63,972</b>	<b>\$ 13,166</b>	<b>\$ 42</b>	<b>\$ 21,523</b>	<b>\$ 98,703</b>

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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**NOTE 15 – NET (LOSS)/GAIN ON TRADING SECURITIES**

During the three months ended June 30, 2024, and June 30, 2023, net (loss)/gain on trading securities was comprised of:

	<u>Three Months Ended June 30, 2024</u>	<u>Three Months Ended June 30, 2023</u>
Net unrealized (loss)/gain recognized during the reporting period on trading securities still held at the reporting date	\$ (64,943)	\$ 20,951
Net gain recognized during the period on trading securities sold during the period	12,841	10,865
<b>Net (loss)/gain recognized during the period on trading securities</b>	<b>\$ (52,102)</b>	<b>\$ 31,816</b>

## FREEDOM HOLDING CORP.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)  
(All amounts in thousands of United States dollars, except share data, unless otherwise stated)

## NOTE 16 - NET INTEREST INCOME/EXPENSE

Net interest income/expense for the three months ended June 30, 2024, and June 30, 2023 includes:

	Three months ended June 30, 2024		Three months ended June 30, 2023
<b>Interest income:</b>			
Interest income on trading securities	107,128	\$	86,840
Interest income on loans to customers	52,367		31,333
Interest income on margin loans to customers	51,067		17,180
Interest income on securities available-for-sale	8,400		8,345
Interest income on reverse repurchase agreements and amounts due from banks	7,042		3,057
Other interest income	—		2,594
<b>Total interest income</b>	<b>\$ 226,004</b>	<b>\$</b>	<b>149,349</b>
<b>Interest expense:</b>			
Interest expense on securities repurchase agreement obligations	\$ 92,407	\$	75,455
Interest expense on customer accounts and deposits	23,127		15,603
Interest expense on margin lending payable	23,123		2,993
Interest expense on debt securities issued	6,969		935
Interest expense on loans received	44		27
Other interest expense	48		33
<b>Total interest expense</b>	<b>\$ 145,718</b>	<b>\$</b>	<b>95,046</b>
<b>Net interest income</b>	<b>\$ 80,286</b>	<b>\$</b>	<b>54,303</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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**NOTE 17 - NET GAIN/(LOSS) ON DERIVATIVES**

	<u>Three months ended June 30,</u> <u>2024</u>	<u>Three months ended June 30,</u> <u>2023</u>
Net realized gain/(loss) on derivatives	\$ 4,344	\$ (27,493)
Net unrealized gain/(loss) on derivatives	8,150	(3,112)
<b>Total net gain/(loss) on derivatives</b>	<b>\$ 12,494</b>	<b>\$ (30,605)</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

**NOTE 18 – RELATED PARTY TRANSACTIONS**

	June 30, 2024		March 31, 2024	
	<i>Related party balances</i>	<i>Total category as per financial statements captions</i>	<i>Related party balances</i>	<i>Total category as per financial statements captions</i>
<b>ASSETS</b>				
<b>Cash and cash equivalents</b>	\$ 257	\$ 718,678	\$ 203	\$ 545,084
<i>Companies controlled by management</i>	257		203	
<b>Restricted cash</b>	\$ 1,121	\$ 1,179,510	\$ —	\$ 462,637
<i>Management</i>	357		—	
<i>Companies controlled by management</i>	576		—	
<i>Other</i>	188		—	
<b>Trading securities</b>	\$ 1,256	\$ 3,393,936	\$ 1,326	\$ 3,688,620
<i>Companies controlled by management</i>	1,256		1,326	
<b>Margin lending, brokerage and other receivables, net</b>	\$ 37,836	\$ 1,217,885	\$ 22,039	\$ 1,660,275
<i>Management</i>	9,037		8,849	
<i>Companies controlled by management</i>	28,799		13,190	
<b>Loans issued</b>	\$ 136,558	\$ 1,314,552	\$ 147,440	\$ 1,381,715
<i>Management</i>	1,094		117	
<i>Companies controlled by management</i>	135,464		147,323	
<b>Other assets, net</b>	\$ 23,057	\$ 139,584	\$ 5,257	\$ 102,414
<i>Management</i>	2		—	
<i>Companies controlled by management</i>	23,055		5,257	
<b>LIABILITIES</b>				
<b>Customer liabilities</b>	\$ 84,970	\$ 2,699,912	\$ 44,127	\$ 2,273,830
<i>Management</i>	10,659		12,604	
<i>Companies controlled by management</i>	73,421		31,253	
<i>Other</i>	890		270	
<b>Other liabilities</b>	\$ 8,349	\$ 68,040	\$ 9,854	\$ 81,560
<i>Management</i>	7,967		7,947	

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
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<i>Companies controlled by management</i>	380	1,907
<i>Other</i>	2	—

	Three Months Ended June 30, 2024		Three Months Ended June 30, 2023	
	<i>Related party amounts</i>	<i>Total category as per financial statements captions</i>	<i>Related party amounts</i>	<i>Total category as per financial statements captions</i>
<b>Revenue:</b>				
<b>Fee and commission income</b>	<b>\$ 866</b>	<b>\$ 115,489</b>	<b>\$ 15,896</b>	<b>\$ 98,703</b>
<i>Management</i>	219		285	
<i>Companies controlled by management</i>	645		15,611	
<i>Other</i>	2		—	
<b>Interest income</b>	<b>\$ 270</b>	<b>\$ 226,004</b>	<b>\$ 5,352</b>	<b>\$ 149,349</b>
<i>Management</i>	205		72	
<i>Companies controlled by management</i>	65		5,280	
<b>Expense:</b>				
<b>General and administrative expenses</b>	<b>\$ 2,725</b>	<b>\$ 45,105</b>	<b>\$ 478</b>	<b>\$ 24,475</b>
<i>Management</i>	233		163	
<i>Companies controlled by management</i>	2,492		315	

During the three months ended June 30, 2023, the Group engaged in various related party transactions, a substantial amount of which were conducted with FST Belize, a Belize company which is wholly owned personally by the Company's chief executive officer, chairman and majority shareholder, Timur Turlov, and is not part of the FRHC group of companies. FST Belize has its own brokerage customers, which include individuals and market-maker institution and conducted business with the Group through a client omnibus accounts at Freedom EU. The Group has terminated these operations with FST Belize before the end of fiscal 2024, leading to a decrease in related party transactions during three months ended June 30, 2024 and projected to be the main reason for a decrease in related party transactions moving forward.

As of June 30, 2024, and March 31, 2024 the Group had loans issued which included uncollateralized bank customer loans purchased from a related party, FFIN Credit a company outside of the FRHC group which is controlled by Timur Turlov.

**NOTE 19 – STOCKHOLDERS' EQUITY**

During the three months ended June 30, 2024 the Company awarded stock grants totaling 186,967 shares, 42,597 of which were vested on the date of the award.

The table below presents Stock Incentive Plan awards granted.



**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
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Stock awards granted on:	Units
October 6, 2022	20,000
May 18, 2021	1,031,500
March 1, 2024 immediate stock awards	217,295
March 1, 2024	661,205
April 1, 2024 immediate stock grants	10,360
April 1, 2024	38,250
April 23, 2024 immediate stock awards	3,924
April 23, 2024	36,120
June 7, 2024 immediate stock awards	18,313
June 24, 2024 immediate stock awards	10,000
June 24, 2024	70,000

**NOTE 20 – STOCK BASED COMPENSATION**

The compensation expense related to restricted and non-restricted stock grants was \$0,615 during the three months ended June 30, 2024, and \$1,233 during the three months ended June 30, 2023. As of June 30, 2024 there was \$49,256 of total unrecognized compensation cost related to non-vested shares of common stock granted. The cost is expected to be recognized over a weighted average period of 3.48 years. The compensation expense related to stock awards, which vested on the date of the award was \$,230 and \$0 during the three months ended June 30, 2024 and June 30, 2023.

The Company has determined the fair value of shares awarded during the three months ended June 30, 2024, using the Monte Carlo valuation model based on the following key assumptions:

Stock awards granted	Term (years)	Volatility	Risk-free rate
April 1, 2024	4.82	36.62 %	4.36 %
April 23, 2024	4.76	36.68 %	4.65 %
June 24, 2024	4.59	36.89 %	4.31 %

The table below summarizes the activity for the Company's stock awards outstanding during the three months ended June 30, 2024:

	Shares	Weighted Average Fair Value
Outstanding, at March 31, 2024	983,205	57,598
Granted	186,967	12,969
Vested	(168,797)	(8,047)
Forfeited/cancelled/expired	—	—
Outstanding, at June 30, 2024	<b>1,001,375</b>	<b>62,520</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

**NOTE 21 – LEASES**

At June 30, 2024, the Group was obligated under a number of noncancellable leases, predominantly operating leases of office space, which expire at various dates through 2033. The Group's primary involvement with leases is in the capacity as a lessee where a Group lease premises to support its business.

The Group determines whether a contract is or contains a lease at inception of the contract and whether that lease meets the classification criteria of a finance or operating lease. Operating lease liabilities and right-of-use (ROU) assets are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The future lease payments are discounted at a rate that estimates the Company's collateralized borrowing rate for financing instruments of a similar term and are included in accounts payable and other liabilities. The operating lease ROU asset, included in premises and equipment, also includes any lease prepayments made, plus initial direct costs incurred, less any lease incentives received. The Company recognizes fixed lease costs on a straight-line basis throughout the lease term in the Consolidated Statement of Income. Certain of these leases also have extension or termination options, and the Company assess the likelihood of exercising such options. If it is reasonably certain that the Group will exercise the options to extend, then we include the impact in the measurement of our right-of-use assets and lease liabilities.

When readily determinable, the Company uses the rate implicit in the lease to discount lease payments to present value; however, the rate implicit on most of the Group's leases are not readily determinable. Therefore, the Company must discount lease payments based on an estimate of its incremental borrowing rate.

The table below presents the lease related assets and liabilities recorded on the Company's Condensed Consolidated Balance Sheets as of June 30, 2024:

	<u>Classification on Balance Sheet</u>	<u>June 30, 2024</u>	<u>March 31, 2024</u>
<b>Assets</b>			
Operating lease assets	Right-of-use asset	\$ 35,006	\$ 36,324
<b>Total lease assets</b>		<b>\$ 35,006</b>	<b>\$ 36,324</b>
<b>Liabilities</b>			
Operating lease liability	Lease liability	\$ 35,390	\$ 35,794
<b>Total lease liability</b>		<b>\$ 35,390</b>	<b>\$ 35,794</b>

The following table presents as of June 30, 2024, the maturities of the lease liabilities:

<u>Leases maturing during the period ended March 31,</u>			
2025		\$	9,138
2026			11,987
2027			10,661
2028			6,626
2029			1,873
Thereafter			2,852
Total payments			43,137
Less: amounts representing interest			(7,747)
Lease liability, net		<b>\$</b>	<b>35,390</b>
Weighted average remaining lease term (in months)			30
Weighted average discount rate			14 %

Lease commitments for short-term operating leases as of June 30, 2024 and June 30, 2023 was approximately \$1,896 and \$152, respectively. The Group's rent expense for office space was \$2,154 for the three months ended June 30, 2024, \$860 for the three months ended June 30, 2023.

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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The Group has leases that involve variable payments tied to an index, which are considered in the measurement of operating lease right-of-use (ROU) assets and operating lease liabilities.

**NOTE 22 – COMMITMENTS AND CONTINGENCIES**

*Legal, Regulatory and Governmental Matters*

We are involved in various claims and legal proceedings that arise in the normal course of business. We recognize a liability when a loss is considered probable and the amount can be reasonably estimated. If a material loss contingency is reasonably possible but not probable, we do not record a liability but disclose the nature and amount of the claim, as well as an estimate of the potential loss, if such an estimate can be determined. Legal fees are recorded as expenses when incurred. While we do not anticipate that the resolution of any current claims or proceedings (except for the specific matters detailed below, if resolved unfavorably) will significantly impact our financial position, an adverse outcome in some or all of these cases could materially affect our results of operations or cash flows for specific periods. This assessment is based on our current understanding of relevant facts and circumstances, and our perspective on these matters may evolve with future developments.

The Company accounts for potential losses related to litigation in accordance with FASB ASC Topic 450, "Contingencies." As of June 30, 2024 and March 31, 2024, accruals for potential losses related to legal, regulatory and governmental actions and proceedings were not material.

*Settlement of the Estate of Toleush Tolmakov Case*

The Estate of Toleush Tolmakov (the "Estate") commenced a legal action against Freedom Holding Corp., and our subsidiary FFIN Securities, Inc. in the Third Judicial District Court of Salt Lake County, State of Utah in December 2021. This proceeding relates to cash distributions arising from the 2011 sale of a subsidiary of BMB Munai, Inc. (the predecessor to Freedom Holding Corp.) and shares of common stock of the Company belonging to Toleush Tolmakov, who was a shareholder of the Company at the time he died in 2011, and a now defunct British Virgin Islands corporation, in which Mr. Tolmakov may have had an interest. The Company has held the relevant assets since Mr. Tolmakov's death because it does not know to whom they should be distributed and no party has yet established legal right of ownership of the assets. On October 21, 2022, in accordance with an order entered into by the Third Judicial District Court of Salt Lake County, we deposited an amount of \$8.4 million into the registry of the court, representing the amount of cash distributions claimed by the Estate. We have recently formalized the settlement with the Estate which was approved by the Third Judicial District Court of Salt Lake County on July 24, 2024. All relevant legal claims between the parties have been dismissed or are in the process of being dismissed with prejudice under the relevant motions filed with the court. The outcome of this litigation was not material to the Company's financial condition.

*Off-balance sheet financial instruments*

Freedom Bank KZ is a party to certain off-balance sheet financial instruments. These financial instruments include guarantees and unused commitments under existing lines of credit. These commitments expose the Company to varying degrees of credit and market risk which are essentially the same as those involved in extending loans to customers, and are subject to the same credit policies used in underwriting loans. Collateral may be obtained based on Freedom Bank KZ's credit evaluation of the counterparty. The Company's maximum exposure to credit loss is represented by the contractual amount of these commitments.

*Unused commitments under lines of credit*

Unused commitments under lines of credit include commercial, commercial real estate, home equity and consumer lines of credit to existing customers. These commitments may mature without being fully funded.

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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*Unused commitments under guarantees*

Unused commitments under guarantees are conditional commitments issued by Freedom Bank KZ to provide bank guarantees to customers. These commitments may mature without being fully funded.

*Bank guarantees*

Bank guarantees are conditional commitments issued by Freedom Bank KZ to guarantee the performance of a customer to a third party. These guarantees are primarily issued to support trade transactions or guarantee arrangements. The credit risk involved in issuing guarantees is essentially the same as that involved in extending loan facilities to customers. A significant portion of the issued guarantees are collateralized by cash. Total lending related commitments outstanding as of June 30, 2024, and March 31, 2024, were as follows:

	<u>As of June 30, 2024</u>	<u>As of March 31, 2024</u>
Unused commitments under lines of credits and guarantees	\$ 263,874	\$ 207,519
Bank guarantees	10,863	9,012
<b>Total</b>	<b>\$ 274,737</b>	<b>\$ 216,531</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

**NOTE 23 – SEGMENT REPORTING**

The following tables summarize the Group's Statement of Operations by its reportable segments. There are no revenues from transactions between the segments and intercompany balances have been eliminated for separate disclosure:

STATEMENTS OF OPERATIONS	Three months ended June 30, 2024				
	Brokerage	Banking	Insurance	Other	Total
Fee and commission income	\$ 97,943	\$ 2,796	\$ 115	\$ 14,635	\$ 115,489
Net gain/(loss) on trading securities	874	(50,007)	139	(3,108)	(52,102)
Interest income	62,789	146,063	15,699	1,453	226,004
Insurance underwriting income	—	—	129,408	—	129,408
Net gain/(loss) on foreign exchange operations	9,957	(19,695)	1,120	16,707	8,089
Net gain on derivative	876	11,618	—	—	12,494
Other income, net	2,477	427	782	7,647	11,333
<b>TOTAL REVENUE, NET</b>	<b>174,916</b>	<b>91,202</b>	<b>147,263</b>	<b>37,334</b>	<b>450,715</b>
Fee and commission expense	5,677	2,526	64,887	7,057	80,147
Interest expense	34,621	99,887	3,883	7,327	145,718
Insurance claims incurred, net of reinsurance	—	—	47,309	—	47,309
Payroll and bonuses	25,251	6,117	6,861	19,295	57,524
Professional services	2,389	96	277	4,506	7,268
Stock compensation expense	5,315	1,956	875	2,469	10,615
Advertising expense	11,944	1,064	350	3,843	17,201
General and administrative expense	10,213	12,385	5,218	17,289	45,105
(Recovery of)/provision for allowance for expected credit losses	(329)	(1,121)	325	(645)	(1,770)
<b>TOTAL EXPENSE</b>	<b>95,081</b>	<b>122,910</b>	<b>129,985</b>	<b>61,141</b>	<b>409,117</b>
<b>INCOME BEFORE INCOME TAX</b>	<b>\$ 79,835</b>	<b>\$ (31,708)</b>	<b>\$ 17,278</b>	<b>\$ (23,807)</b>	<b>\$ 41,598</b>
Income tax (expense)/benefit	(10,204)	3,225	(3,475)	3,115	(7,339)
<b>NET INCOME</b>	<b>\$ 69,631</b>	<b>\$ (28,483)</b>	<b>\$ 13,803</b>	<b>\$ (20,692)</b>	<b>\$ 34,259</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

	Three months ended June 30, 2023				
STATEMENTS OF OPERATIONS	Brokerage	Banking	Insurance	Other	Total
Fee and commission income	\$ 63,972	\$ 13,166	\$ 42	\$ 21,523	\$ 98,703
Net gain/(loss) on trading securities	9,167	14,520	9,104	(975)	31,816
Interest income	32,209	99,094	16,008	2,038	149,349
Insurance underwriting income	—	—	44,889	—	44,889
Net gain/(loss) on foreign exchange operations	111	19,840	(429)	(221)	19,301
Net (loss)/gain on derivative	(5)	(30,774)	—	174	(30,605)
Other income/(expense), net	616	(192)	763	1,570	2,757
<b>TOTAL REVENUE, NET</b>	<b>106,070</b>	<b>115,654</b>	<b>70,377</b>	<b>24,109</b>	<b>316,210</b>
Fee and commission expense	5,858	3,983	17,424	1,419	28,684
Interest expense	21,238	62,699	8,419	2,690	95,046
Insurance claims incurred, net of reinsurance	—	—	21,514	—	21,514
Payroll and bonuses	12,499	9,512	3,326	6,293	31,630
Professional services	2,327	80	126	4,092	6,625
Stock compensation expense	789	62	37	345	1,233
Advertising expense	4,788	2,036	145	1,131	8,100
General and administrative expense	8,457	6,398	1,249	8,371	24,475
Provision for allowance for expected credit losses	240	11,284	1,222	1,580	14,326
<b>TOTAL EXPENSE</b>	<b>56,196</b>	<b>96,054</b>	<b>53,462</b>	<b>25,921</b>	<b>231,633</b>
<b>INCOME BEFORE INCOME TAX</b>	<b>\$ 49,874</b>	<b>\$ 19,600</b>	<b>\$ 16,915</b>	<b>\$ (1,812)</b>	<b>\$ 84,577</b>
Income tax (expense)/benefit	(2,679)	—	37	(14,014)	(16,656)
<b>NET INCOME</b>	<b>\$ 47,195</b>	<b>\$ 19,600</b>	<b>\$ 16,952</b>	<b>\$ (15,826)</b>	<b>\$ 67,921</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

The following tables summarize the Company's total assets and total liabilities by its business segments. Intercompany balances have been eliminated for separate disclosure:

	<b>June 30, 2024</b>				
	<b>Brokerage</b>	<b>Banking</b>	<b>Insurance</b>	<b>Other</b>	<b>Total</b>
<b>Total assets</b>	\$ 2,887,774	\$ 4,788,782	\$ 545,868	\$ 261,136	\$ 8,483,560
<b>Total liabilities</b>	2,175,457	4,384,736	411,274	359,914	7,331,381
<b>Net assets</b>	<u>\$ 712,317</u>	<u>\$ 404,046</u>	<u>\$ 134,594</u>	<u>\$ (98,778)</u>	<u>\$ 1,152,179</u>

  

	<b>March 31, 2024</b>				
	<b>Brokerage</b>	<b>Banking</b>	<b>Insurance</b>	<b>Other</b>	<b>Total</b>
<b>Total assets</b>	\$ 2,586,803	\$ 4,939,626	\$ 529,517	\$ 245,984	\$ 8,301,930
<b>Total liabilities</b>	1,973,887	4,389,745	402,865	368,475	7,134,972
<b>Net assets</b>	<u>\$ 612,916</u>	<u>\$ 549,881</u>	<u>\$ 126,652</u>	<u>\$ (122,491)</u>	<u>\$ 1,166,958</u>

**Brokerage**

Companies in the Brokerage segment offer securities brokerage, securities dealing for customers and for our own account, market making activities, investment research, investment counseling, underwriting and market-making services to a global client base of corporations, investors, financial institutions, merchants, government and municipal entities. Companies in the Brokerage segment also conduct proprietary securities trading.

The Group's services in this segment include providing clients with access to the world's largest stock exchanges and a gateway to global investment opportunities. Additionally, the Group's offerings in this segment include professional securities analytics, empowering clients with valuable insights and market intelligence to make informed investment decisions. To ensure a seamless experience, the Group provides user-friendly trading applications that offer convenience and flexibility.

**Banking**

Company in the Banking segment generates banking service fees by providing services that include lending, deposit services, payment card services, money transfers, correspondent accounts, supporting both individual and corporate clients with innovative digital financial solutions. To ensure a seamless experience, it provides user-friendly trading applications that offer convenience and flexibility. Companies in the Banking segment also conduct proprietary securities trading activities.

**Insurance**

Companies in the Insurance segment offer products including life insurance, obligatory insurance, tourist medical health insurance and auto insurance. These insurance products are designed to offer comprehensive coverage and tailored solutions to protect individuals, property, auto and businesses in the event of unforeseen events or risks. Companies in the Insurance segment also conduct proprietary securities trading activities.

**Other**

Activities of companies in the Other segment include provision of payment processing services, financial educational center services, financial intermediary center services, financial consulting services, administrative management services, telecommunication services information processing services, entertainment ticketing sales, online air and railway ticket purchase aggregation and an online retail trade and e-commerce application. The Other segment also includes transactions conducted by the Company in connection with repurchase agreements.

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

**NOTE 24 - STATUTORY CAPITAL REQUIREMENTS**

The Company has two insurance subsidiaries operating in Kazakhstan: Freedom Life (a regulated life insurer) and Freedom Insurance (a regulated property and casualty insurance entity). The Law of the Republic of Kazakhstan No. 126-II "On Insurance Activities" (the "Insurance Law") is the main law regulating the insurance sector in Kazakhstan. It establishes a framework for insurance activities, registration and licensing of insurance companies and regulation of insurance activities by the Agency of the Republic of Kazakhstan for Regulation and Development of Financial Market ("ARDFM").

Freedom Life and Freedom Insurance are required to notify and receive verbal approval from the ARDFM of any proposals to declare or pay a dividend on its share capital. The amount of dividends these subsidiaries are permitted to declare is limited to the relevant subsidiary's realized retained earnings and dividends can only be paid to the extent they will not cause a breach to the minimum solvency and capital requirements of the relevant subsidiary. As of June 30, 2024 and March 31, 2024, Freedom Life and Freedom Insurance were in compliance with the ARDFM dividend, minimum solvency and minimum capital requirements. Freedom KZ in its capacity of an insurance holding is also limited in declaration and payment of dividends if such payment leads to breach of capital ratios applicable to insurance companies Freedom Life and Freedom Insurance.

There are no significant differences between the statutory accounting practices and statements prepared in accordance with U.S. GAAP for the insurance subsidiaries.

In addition, our subsidiaries operate under various securities brokerage, banking and financial services regulations and must maintain such licenses in order to conduct their operations. As of June 30, 2024 and March 31, 2024, we, through our subsidiaries, held: (a) brokerage licenses (i) in Kazakhstan issued by ARDFM and the Astana Financial Services Authority (the "AFSA"), (ii) in Cyprus issued by the Cyprus Securities and Exchange Commission ("CySEC"), (iii) in the United States issued by FINRA, (iv) in Armenia issued by the Central Bank of Armenia, and (v) in Uzbekistan issued by the Ministry of Finance of the Republic of Uzbekistan; (b) a banking license for foreign currency operations license in Kazakhstan issued by the ARDFM; (c) a banking license for corporate and retail banking services in Kazakhstan issued by the ARDFM (including for currency exchange operations); and (d) payment service provider in Kazakhstan is specially registered in such capacity with National Bank of the Republic of Kazakhstan, payment services providers in Uzbekistan and Kyrgyzstan hold licenses from the National Bank of the Kyrgyz Republic and the Central Bank of Uzbekistan, respectively.

The table below presents net capital/eligible equity, required minimum capital, excess regulatory capital and retained earnings as of June 30, 2024 for each of the regulated entities that is material for our condensed consolidated financial statements.

*(amounts in thousands)*

	<b>Regulated activities</b>	<b>Net Capital/Eligible Equity</b>	<b>Required Minimum capital/solvency</b>	<b>Excess regulatory capital</b>	<b>Retained earnings</b>
Freedom KZ	Brokerage	\$ 98,663	\$ 392	\$ 98,271	\$ 119,274
Freedom Bank KZ	Bank	287,384	180,584	106,800	158,915
Freedom Life	Life Insurance	42,612	11,746	30,866	65,887
Freedom EU	Brokerage	269,057	10,971	258,086	567,393
Freedom Insurance	Property and Casual Insurance	31,981	11,746	20,235	23,447
Freedom Global	Brokerage	133,246	22,597	110,649	161,302
Freedom Armenia ("Freedom AR")	Brokerage	13,055	775	12,280	12,791
Other regulated operating subsidiaries	Other	9,304	154	9,150	(17,652)
		<b>\$ 885,302</b>	<b>\$ 238,965</b>	<b>\$ 646,337</b>	<b>\$ 1,091,357</b>



**FREEDOM HOLDING CORP.****NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

According to the requirements of National Bank of Republic of Kazakhstan, the regulator of Freedom KZ and Freedom Life, capital is adjusted through subtraction of non-liquid assets. Consequently, it may result that net capital for regulatory purposes may be lower than retained earnings balances. As per capital requirements Freedom EU regulated by The Cyprus Securities and Exchange Commission and Freedom Global regulated by Astana Financial Services Authority, current year profit is not included within net capital for regulatory purposes, as profits can only be included in net capital after a statutory audit is completed.

The table below presents net capital/eligible equity, required minimum capital, excess regulatory capital and retained earnings as of March 31, 2024 for each of the regulated entities that is material for our condensed consolidated financial statements.

*(amounts in thousands)*

	<b>Regulated activities</b>	<b>Net Capital/Eligible Equity</b>	<b>Required Minimum capital/solvency</b>	<b>Excess regulatory capital</b>	<b>Retained earnings</b>
Freedom KZ	Brokerage	\$ 107,064	\$ 413	\$ 106,651	\$ 122,416
Freedom Bank KZ	Bank	329,738	196,594	133,144	193,376
Freedom Life	Life Insurance	50,757	12,395	38,362	57,085
Freedom EU	Brokerage	269,424	10,868	258,556	319,484
Freedom Insurance	Property and Casual Insurance	30,011	12,395	17,616	19,773
Freedom Global	Brokerage	16,428	12,352	4,076	117,468
Freedom Armenia ("Freedom AR")	Brokerage	7,317	763	6,554	6,447
Other regulated operating subsidiaries	Other	8,533	155	8,378	(11,665)
		<b>\$ 819,272</b>	<b>\$ 245,935</b>	<b>\$ 573,337</b>	<b>\$ 824,384</b>

**FREEDOM HOLDING CORP.**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**  
**(All amounts in thousands of United States dollars, except share data, unless otherwise stated)**

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**NOTE 25 – SUBSEQUENT EVENTS**

The Company has performed an evaluation of subsequent events through the time of filing this quarterly report on Form 10-Q with the SEC. Other than as disclosed below, during this period the Company did not have any additional material recognizable subsequent events.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis presents management's perspective on financial condition and results of operations of Freedom Holding Corp. ("FRHC") and its consolidated subsidiaries. Except where the context otherwise requires or where otherwise indicated, references herein to the "Company," "Freedom," "we," "our," and "us" mean Freedom Holding Corp. together with its consolidated subsidiaries. References to "fiscal year(s)" means the 12-month periods ended March 31 for the referenced year. The following discussion and analysis is intended to highlight and supplement data and information presented elsewhere in this quarterly report on Form 10-Q, and it should be read in conjunction with our unaudited condensed consolidated financial statements and the accompanying notes included in this quarterly report on Form 10-Q and the discussion under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our annual report on Form 10-K for the fiscal year ended March 31, 2024, filed with the Securities Exchange Commission ("SEC") on June 14, 2024 (the "2024 Form 10-K").*

### Special Note About Forward-Looking Information

All statements other than statements of historical fact included herein and in the documents incorporated by reference in this quarterly report on Form 10-Q, if any, including without limitation, statements regarding our future financial position, business strategy, potential acquisitions or divestitures, budgets, projected costs, and plans and objectives of management for future operations, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, forward-looking statements can be identified by terminology such as "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "future," "intend," "likely," "may," "might," "plan," "potential," "predict," "project," "should," "strategy," "will," "would," and other similar expressions and their negatives.

Forward-looking statements are not guarantees of future performance and involve known and unknown risks and uncertainties, many of which may be beyond our control. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof, and actual results could differ materially as a result of various factors. The following include some but not all of the factors that could cause actual results or events to differ materially from anticipated results or events:

- economic and political conditions in the regions where we operate or in which we have customers;
- current and future conditions in the global financial markets, including fluctuations in interest rates and foreign currency exchange rates;
- the direct and indirect effects on our business stemming from Russia's large-scale military action against Ukraine;
- economic sanctions and countersanctions that limit movement of funds, restrict access to capital markets or curtail our ability to service existing or potential new customers;
- the impact of legal and regulatory actions, investigations and disputes;
- the policies and actions of regulatory authorities in the jurisdictions in which we have operations, as well as the degree and pace of regulatory changes and new government initiatives generally;
- our ability to manage our growth effectively;
- our ability to complete planned acquisitions or successfully integrate businesses we acquire;
- our ability to successfully execute our strategy for entry into new business areas, including among others the telecommunications and media sectors in Kazakhstan;
- the availability of funds, or funds at reasonable rates, for use in our businesses, including for executing our growth strategy;
- the impact of competition, including downward pressures on fees and commissions;
- our ability to meet regulatory capital adequacy or liquidity requirements, or prudential norms;
- our ability to protect or enforce our intellectual property rights in our brands or proprietary technology;
- our ability to retain key executives and recruit and retain personnel;
- the impact of rapid technological change;
- information technology, trading platform and other system failures, cybersecurity threats and other disruptions;
- market risks affecting the value of our proprietary investments;
- risks of non-performance by third parties with whom we have business relationships;
- the creditworthiness of our trading counterparties, and banking and brokerage customers;
- the impact of tax laws and regulations, and their changes, in any of the jurisdictions in which we operate;
- compliance with laws and regulations in each of the jurisdictions in which we operate, particularly those relating to the brokerage, banking and insurance industries;

- the impact of armed conflict in Israel and Gaza and any possible escalation of such conflict or contagion to neighboring countries or regions;
- unforeseen or catastrophic events, including the emergence of pandemics, terrorist attacks, extreme weather events or other natural disasters, political discord or armed conflict; and
- other factors discussed in this quarterly report, as well as in the 2024 Form 10-K, including those listed under Part I, Item 1A. "Risk Factors" of the 2024 Form 10-K.

Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

You should not place undue reliance on forward-looking statements. Forward-looking statements are based on the beliefs of management as well as assumptions made by and information currently available to management and apply only as of the date of this quarterly report or the respective dates of the documents from which they incorporate by reference. Neither we nor any other person assumes any responsibility for the accuracy or completeness of forward-looking statements. Further, except to the extent required by law, we undertake no obligations to update or revise any forward-looking statements, whether as a result of new information, future events, a change in events, conditions, circumstances or assumptions underlying such statements, or otherwise. We may also make additional forward-looking statements from time to time. All such subsequent forward-looking statements, whether written or oral, made by us or on our behalf, are also expressly qualified by these cautionary statements.

## OVERVIEW

### Our Business

Freedom Holding Corp. ("FRHC") is organized under the laws of the State of Nevada and acts as a holding company for all of our operating subsidiaries. Our subsidiaries engage in a broad range of activities including securities brokerage, securities dealing for customers and for our own account, market making activities, investment research, investment counseling, investment banking services, retail and commercial banking, insurance products, payment services, and information processing services. We also own several ancillary businesses which complement our core financial services businesses, including telecommunications and media businesses in Kazakhstan that are in a developmental stage.

Our business was founded in order to provide access to the international capital markets for retail brokerage clients. Our business has grown rapidly in recent years. We are pursuing a strategy to become a leader in the financial services industry, serving individuals and institutions desiring enhanced market access to international capital markets using state of the art technology platforms for their brokerage and banking needs. We are committed to further developing our digital fintech ecosystem by integrating our core financial services businesses with our ancillary business offerings. Our strategic objective is to provide customers with a comprehensive and user-centric digital experience, offering them convenient access to a wide array of products and services through a single platform. By leveraging cutting-edge technology and fostering continuous innovation, we strive to enhance our digital offering and meet the evolving needs of our diverse customer base.

The main market of our operations is Kazakhstan. Our operating subsidiaries are located in Kazakhstan, Cyprus, the United States, Armenia, the United Arab Emirates, Uzbekistan, and Turkey, and we also have a presence in Austria, Azerbaijan, Belgium, Bulgaria, France, Germany, Greece, Italy, Kyrgyzstan, Lithuania, The Netherlands, Poland, Spain and the United Kingdom. We divested our Russian subsidiaries in February 2023. Our subsidiaries in the United States include an SEC- and FINRA-registered broker dealer. As of June 30, 2024, we had 6,819 employees, 132 offices (of which 49 offered brokerage services, 60 offered insurance services, 20 offered banking services and 47 offered other financial and non-financial services).

### Change in Reportable Segments

Effective from the beginning of fiscal 2024, we underwent a strategic realignment in our business management and reporting structure. Our Chief Executive Officer, Chief Financial Officer and President, collectively acting as the Chief Operating Decision Maker (CODM), have initiated a new approach to managing our operations. This approach is based on a segmented analysis based on our business activities, allowing for more precise operating decisions and performance evaluations. All prior period segment information has been recast to reflect this change in reportable segments.

## Products and Services

Our business is organized into four segments: Brokerage, Banking, Insurance, and Other. Additional information regarding our segments can be found in the narrative and tabular descriptions of segments and operating results under this Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations of this quarterly report; and Note 23 "Segment Reporting" of the notes to our condensed consolidated financial statements included in Item 1 of this quarterly report.

Our Brokerage segment primarily focuses on retail brokerage and investment banking. Our Banking segment encompasses lending, deposit services, payment card services, money transfers, and correspondent accounts, supporting both individual and corporate clients with innovative digital financial solutions. Our Insurance segment offers life and general insurance services. Our Other segment includes payment processing services, online ticket sales, and new business areas including telecommunications and media services. We also engage in proprietary securities trading activities through each of our four segments.

The expansion of our retail clients' activity has been a major driver of our growth, particularly in Kazakhstan, Europe and other Central Asian jurisdictions. Over recent years, we have observed a significant increase in retail clients' activity across these key markets, which has been instrumental in scaling our business. Below is the table with number of our customer for our key segments:

	Number of clients as of June 30, 2024	Number of clients as of March 31, 2024
Brokerage	532,000	530,000
Banking	1,055,000	904,000
Insurance	692,000	534,000
Other	330,000	320,000

### Brokerage Segment

As of June 30, 2024, in our Brokerage business segment we had 49 offices that provided brokerage and financial services, investment consulting and education, including offices in Kazakhstan, Cyprus, Armenia, United States, Uzbekistan and Kyrgyzstan and representative offices in a number of other European countries. We provide a comprehensive range of securities brokerage services to individuals, businesses and financial institutions. Depending on the region, our brokerage services may include securities trading and margin lending. Our investment banking business consists of investment banking professionals in Kazakhstan, Uzbekistan and the United States who provide strategic advisory services and capital markets products.

Freedom KZ and Freedom Global are professional participants on the KASE and the AIX. Foreign Enterprise LLC Freedom Finance ("Freedom UZ") is a professional participant on the Republican Stock Exchange of Tashkent ("UZSE") and the Uzbek Republican Currency Exchange ("UZCE").

Freedom EU oversees our European region operations (including Austria, Belgium, Bulgaria, Cyprus, France, Germany, Greece, Italy, Poland, Lithuania and Spain). In Cyprus, it is licensed to receive, transmit and execute customer orders, establish custodial accounts, engage in foreign currency exchange services and margin lending, and trade our own investment portfolio. Freedom EU serves as a hub for our Group's brokerage operations, providing transaction processing and intermediary services to our regional customers and to institutional customers that may seek access to the securities markets in the United States and Europe.

PrimeEx is a New York corporation that is a registered agency-only execution broker-dealer on the floor of the New York Stock Exchange ("NYSE"). PrimeEx is a member of the NYSE, Nasdaq, FINRA and the Securities Investor Protection Corp ("SIPC"). PrimeEx conducts investment banking and equity capital markets business under the name Freedom Capital Markets ("FCM").

As of June 30, 2024, we had 1,510 employees in our Brokerage segment, including 1,219 full-time employees and 291 part-time employees.

### Banking Segment

Our Banking segment consists of the operations of Freedom Bank KZ which is a pioneer in digital retail and commercial banking services in Kazakhstan, offering a large variety of deposit, debit and credit cards allowing its customers to make purchases around the world in multiple different currencies, pay in installments or on credit, save their funds, manage their investment accounts, or get an increased cashback that is transferred to the International Fund for the Salvation of the Aral Sea. Freedom Bank KZ provides digital mortgages, digital car loans, digital business loans, and payment acquiring services for individual entrepreneurs.

As of June 30, 2024, Freedom Bank KZ's assets decreased by 3%, its loan portfolio decreased by 5%, its deposit portfolio increased by 11% and its trading portfolio decreased by 8%, in each case in comparison with March 31, 2024. During the three months ended June 30, 2024, the banking segment continued to exhibit growth. In particular, interest income increased in comparison to the three months ended June 30, 2023. However in the three months ended June 30, 2024, the trading portfolio in the banking segment deteriorated to the negative revaluation of quasi-governmental bonds which were stipulated by current temporary market conditions.

We have 20 office locations in Kazakhstan that provide banking services to our customers. As of June 30, 2024, we had 2,309 employees in our Banking segment, all of which were full-time employees.

#### ***Insurance Segment***

We have two insurance companies in Kazakhstan, a life insurance company, Freedom Life, and a direct insurance carrier, excluding life, health and medical, Freedom Insurance.

Freedom Life provides a range of health and life insurance products to individuals and businesses, including life insurance, health insurance, annuity insurance, accident insurance, obligatory worker emergency insurance, travel insurance and reinsurance. As of June 30, 2024, Freedom Life had 888,787 active contracts, as compared to 616,301 active contracts as of March 31, 2024. As of June 30, 2024, Freedom Life had total assets of approximately \$389.8 million and total liabilities of approximately \$304.9 million, as compared to total assets of approximately \$371.5 million and total liabilities of approximately \$290.0 million as of March 31, 2024.

Freedom Insurance operates in the "general insurance" industry and is the leader in online insurance in Kazakhstan and offers various general insurance products in property (including automobile), casualty, civil liability, personal insurance and reinsurance. As of June 30, 2024, Freedom Insurance had 276,234 active contracts, as compared to 190,872 active contracts as of March 31, 2024. As of June 30, 2024, Freedom Insurance had total assets of approximately \$156.1 million and total liabilities of approximately \$106.4 million, as compared to total assets of approximately \$158.0 million and total liabilities of approximately \$112.8 million as of March 31, 2024.

As of June 30, 2024, we had 60 offices and 944 employees, including 920 full-time employees and 24 part-time employees, providing consumer life and general insurance services in Kazakhstan.

#### ***Other Segment***

As of June 30, 2024, in our Other segment we had 47 offices and 2,056 employee, including 1,908 full-time employees and 148 part-time employees, providing a range of services including payment processing, entertainment ticketing sales, online air and railway ticket purchase aggregation and an online retail trade and e-commerce services. In addition, we have recently established subsidiaries in Kazakhstan with a view to launching a telecommunications business and a media business, respectively, each of which is in the developmental stage. This revenue of this segment is currently mainly derived from provision of payment processing services, retail online ticket sales and online aggregation of purchasing air and railway tickets.

#### ***Digital Fintech Ecosystem and Product Expansion***

Operating under the "Freedom" brand, our comprehensive suite of digital products and services enables our customers to engage in electronic trading and to monitor their accounts. Our flagship online trading platform Tradernet is designed for a wide range of investors featuring a comprehensive and user-friendly interface and secure infrastructure. The platform allows users to trade a diverse array of financial instruments, including stocks, options, and ETFs from major global exchanges such as KASE, AIX, NYSE, Nasdaq, ATHEX, the London Stock Exchange, the Chicago Mercantile Exchange, the Hong Kong Stock Exchange and Deutsche Börse.

In addition to trading capabilities, we have expanded our digital solutions to include mortgages, auto loans, and insurance products. We also operate Ticketon Events LLP ("Ticketon"), the largest online ticket sales company in

Kazakhstan and Paybox platform, the digital payment aggregator which enables our customers to accept payments from buyers using a wide range of payment methods, including bank cards, online banking, electronic money, and more.

In April 2024, Freedom Bank KZ launched its mobile application, SuperApp, marking a significant milestone in the Kazakhstan financial technology sector. This innovative app consolidates all essential financial services into one platform, offering clients a seamless and convenient way to manage their finances. With SuperApp, clients can easily check their account balances, review transaction histories, make transfers and payments, open and manage deposits, and obtain and repay loans. The app also provides real-time portfolio monitoring, along with access to analytical reports and recommendations, empowering users to make well-informed investment decisions. SuperApp's payment services enable users to pay utility and internet bills, mobile phone charges, and other expenses effortlessly. SuperApp not only enhances the user experience but also aligns with our strategic goals. Customer satisfaction is improved through easy access to all banking and investment services in a single app, coupled with an intuitive interface and personalized recommendations.

Going forward, we prioritize further expanding our digital fintech ecosystem by integrating our online and mobile brokerage services, banking offerings, insurance products, payment processing systems, and online commercial ticketing services. Our strategic objective is to provide customers with a comprehensive and user-centric digital experience, offering them convenient access to a wide array of financial products and services through a single platform. When achieving our strategic objectives, we rely heavily on information technology and its continuous development and innovation to offer our users a seamless customer interaction, meet their diverse needs, and ensure stringent adherence to regulatory requirements and information security standards.

In alignment with our digital fintech ecosystem strategy, we plan to expand our business by entering the telecommunications market in Kazakhstan and regional media industry. We seek to establish a new independent telecommunications operator in Kazakhstan to provide a diverse range of telecommunications and telecommunications-related services to customers which may include, among others, high-quality internet connectivity, mobile virtual network operator (MVNO) services, WiFi access, over-the-top (OTT) streaming, internet protocol television (IPTV), traffic transit for operators and cloud solutions, subject to obtaining applicable licenses, acquisitions of telecom assets or entering into partnerships where required. Our new telecommunications business will be operated by Freedom Telecom, a wholly-owned subsidiary of Freedom Holding Corp. incorporated under the laws of the AIFC. Our strategy and budget for Freedom Telecom are currently being reassessed and are subject to revisions, which may be material. During fiscal 2024, we established Freedom Media LLP ("Freedom Media") as a subsidiary of Freedom Telecom that is intended to become a national media platform in Kazakhstan offering tailored streaming services to the Kazakhstan and Central Asia market. This platform is expected to provide unlimited access to a diverse collection of TV shows, movies, documentaries, and exclusive content across multiple genres.

#### **Changes in Credit Ratings**

On June 28, 2024, S&P Global Ratings affirmed the long-term credit rating of Freedom Holding Corp. at the "B-" level and long-term and short-term credit ratings of Freedom KZ, Freedom EU, Freedom Global and Freedom Bank KZ at the "B/B" level. The ratings of Freedom KZ and Freedom Bank KZ on the national scale were increased from "kzBB+" to "kzBBB-", and S&P Global Ratings revised the outlook on Freedom Holding Corp. from negative to stable and the outlook on its core subsidiaries from negative to positive. The positive outlooks on the Freedom Holding Corp.'s subsidiaries reflect S&P's view that easing financial system risk in Kazakhstan and a further strengthening of the Group's risk management and capitalization could support its franchise over the next 12 months. The stable outlook on Freedom Holding Corp. reflects S&P's expectation that an upgrade on the holding company is unlikely even if it views the Group's creditworthiness overall as having strengthened.

On July 2, 2024, S&P Global Ratings revised its ratings outlook on Freedom Life to stable from negative. At the same time, S&P Global Ratings affirmed their 'BB' long-term issuer credit and financial strength ratings on Freedom Life. S&P Global Ratings also raised the Kazakhstan national scale rating on Freedom Life to 'kzAA-' from 'kzA+'. S&P Global Ratings consider that Freedom Life remains a strategically important subsidiary of the Group. This is based on Freedom Life's increasing importance to the Group's operations and track record of collaboration with other Group members. S&P Global Ratings continue to view Freedom Life as an insulated entity due to strong regulatory oversight and its operational independence from the parent.

#### **Key Factors Affecting Our Results of Operations**

Our operations have been, and may continue to be, affected by certain key factors as well as certain historical events. For additional information on these factors and other risks that may affect our financial condition and results of operations, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" in Part II Item 7 of the 2024 Form 10-K and "*Risk Factors*" in Part I, Item 1A, of the 2024 Form 10-K.

## FINANCIAL HIGHLIGHTS

The highlights of our consolidated results for the three months ended June 30, 2024 are as follows:

We had total revenues, net of \$450.7 million for the three months ended June 30, 2024, as compared to \$316.2 million for the three months ended June 30, 2023. The increase between the two quarters was primarily attributable to the following:

- Our interest income for the three month ended June 30, 2024 was \$226.0 million, representing an increase of \$76.7 million, or 51%, compared to the three months ended June 30, 2023. The increase in interest income was primarily attributable to increases in interest income on margin loans to customers, loans to customers and trading securities.
- Our insurance underwriting income for the three months ended June 30, 2024 was \$129.4 million, an increase of \$84.5 million or 188%, compared to the three months ended June 30, 2023. The increase was driven by the expansion of our insurance operations such as pension annuity and accident insurance classes between the two quarters.
- Our fee and commission income for the three months ended June 30, 2024 was \$115.5 million, an increase of \$16.8 million, or 17%, compared to the three months ended June 30, 2023. The increase was mainly attributable to an increase in fee and commission income from brokerage services, which increase was offset in part by decreases in fee and commission income from bank services, payment processing and underwriting and market-making services.
- We had a net gain on derivatives for the three months ended June 30, 2024 in the amount of \$12.5 million, an increase of \$43.1 million, or 141%, compared to the three months ended June 30, 2023. This increase was due to revaluation of currency swaps.
- We had a net loss on trading securities of \$52.1 million for the three months ended June 30, 2024, as compared to a net gain on trading securities of \$31.8 million for the three months ended June 30, 2023. The majority of the net loss for the three months ended June 30, 2024 was attributable to declines in the market prices of Kazakhstan sovereign bonds held in our proprietary portfolio during the quarter.

We had total expense of of \$409.1 million, for the three months ended June 30, 2024, as compared to \$231.6 million for the three months ended June 30, 2023. The increase was mainly attributable to increases in interest expense, payroll and bonuses, fee and commission expense, general and administrative expense and insurance claims incurred, net of reinsurance.

We had net income of \$34.4 million for the three months ended June 30, 2024, as compared to \$68.1 million for the three months ended June 30, 2023.

Our total assets stayed relatively constant at \$8.5 billion as of June 30, 2024 as compared to \$8.3 billion as of March 31, 2024.

We had approximately 532,000 total retail brokerage customers as of June 30, 2024 as compared to approximately 530,000 as of March 31, 2024. We had approximately 1,000,000 banking customers at our Freedom Bank KZ subsidiary as of June 30, 2024 as compared to approximately 900,000 as of March 31, 2024.

The operating results for any period are not necessarily indicative of the results that may be expected for any future period.



## RESULTS OF OPERATIONS

### Comparison of the Three-month Periods Ended June 30, 2024 and 2023

The following comparison of our financial results for the three-month periods ended June 30, 2024 and 2023 is not necessarily indicative of future results.

#### Revenue

The following table sets out information on our total revenue, net for the periods presented.

<i>(amounts in thousands)</i>	Three months ended June 30, 2024		Three months ended June 30, 2023		Change	
	Amount	%*	Amount	%*	Amount	%
Fee and commission income	\$ 115,489	25.6 %	\$ 98,703	31.2 %	\$ 16,786	17 %
Net (loss)/gain on trading securities	(52,102)	(11.6) %	31,816	10.1 %	(83,918)	(264) %
Interest income	226,004	50.1 %	149,349	47.2 %	76,655	51 %
Insurance underwriting income	129,408	28.7 %	44,889	14.2 %	84,519	188 %
Net gain on foreign exchange operations	8,089	1.8 %	19,301	6.1 %	(11,212)	(58) %
Net gain/(loss) on derivative	12,494	2.8 %	(30,605)	(9.7) %	43,099	(141) %
Other income	11,333	2.5 %	2,757	0.9 %	8,576	311 %
<b>Total revenue, net</b>	<b>\$ 450,715</b>	<b>100 %</b>	<b>\$ 316,210</b>	<b>100 %</b>	<b>\$ 134,505</b>	<b>43 %</b>

\* Percentage of total revenue, net.

#### Fee and commission income

The following table sets forth information regarding our fee and commission income for the periods presented.

<i>(amounts in thousands)</i>	Three months ended June 30,			
	2024	2023	Amount Change	% Change
Brokerage services	\$ 93,167	\$ 55,082	\$ 38,085	69 %
Commission income from payment processing	8,563	18,042	(9,479)	(53) %
Underwriting and market-making services	4,702	8,831	(4,129)	(47) %
Bank services	2,516	12,841	(10,325)	(80) %
Other fee and commission income	6,541	3,907	2,634	67 %
<b>Total fee and commission income</b>	<b>\$ 115,489</b>	<b>\$ 98,703</b>	<b>\$ 16,786</b>	<b>17 %</b>

The following table sets out the components of our fee and commission income as a percentage of total fee and commission income, net for the periods presented.

	Three months ended June 30,	
	2024	2023
	(as a % of total fee and commission income)	
Brokerage services	81 %	56 %
Commission income from payment processing	7 %	18 %
Bank services	2 %	13 %
Underwriting and market-making services	4 %	9 %
Other fee and commission income	6 %	4 %
<b>Total fee and commission income</b>	<b>100 %</b>	<b>100 %</b>

For the three months ended June 30, 2024, total fee and commission income was \$115.5 million, an increase of \$16.8 million, or 17%, as compared to fee and commission income of \$98.7 million for the three months ended June 30, 2023.

Fee and commission income from brokerage services for the three months ended June 30, 2024 was \$93.2 million, representing a 69% increase as compared to \$55.1 million for the three months ended June 30, 2023. This increase was primarily due to an increase in the number of retail brokerage customers from 399,000 as of June 30, 2023 to 532,000 as of June 30, 2024. The increase in the number of customers was attributable in part to the migration of customers from FST Belize to brokerage companies within our Group between the two quarters. The increase was offset in part by a decrease in fee and commission income from brokerage services generated from FST Belize between the two quarters, as our omnibus brokerage arrangement with FST Belize was wound down and customers of FST Belize closed their accounts at FST Belize and opened accounts with brokerage companies within our Group. During the three months ended June 30, 2024, we earned fee and commission income from a market maker customer at our Freedom Global subsidiary in an amount of \$64.9 million, representing 56% of our total fee and commission income for that quarter.

Fee and commission income from payment processing decreased to \$8.6 million for the three months ended June 30, 2024 from \$18.0 million for the three months ended June 30, 2023. The \$9.5 million decrease is attributable to a significant reduction in transaction volumes between the two quarters, which was in turn due to the cessation of operations of one of our counterparties, which previously contributed a substantial transaction volume.

Fee and commission income from banking services decreased by \$10.3 million or 80% to \$2.5 million in the three months ended June 30, 2024 from \$12.8 million in the three months ended June 30, 2023. The decrease in fee and commission income from banking services was primarily due to a \$9.6 million decrease in commissions generated on transfer and payment processing, which was a result of a lower volume of transfer and payment processing transactions between the two quarters.

Fee and commission income from underwriting and market-making activities decreased by 47% to \$4.7 million, driven by a lower volume of underwriting transactions for the three months ended June 30, 2024 as compared to the three months ended June 30, 2023.

Other fee and commission income increased by 67% to \$6.5 million for the three months ended June 30, 2024 as compared to \$3.9 million for the three months ended June 30, 2023, largely due to an increase in agency fees generated by our online travel ticket aggregator subsidiary between the two quarters, which was in turn due to an increase in usage and demand of such services.

***Net (loss)/gain on trading securities***

We had a net loss on trading securities of \$52.1 million for the three months ended June 30, 2024, a decrease of \$83.9 million as compared to a net gain of \$31.8 million or the three months ended June 30, 2023. The following table sets forth information regarding our net gains and losses on trading activities during the three months ended June 30, 2024 and 2023:

<i>(amounts in thousands)</i>	<b>Realized Net Gain</b>	<b>Unrealized Net (Loss)/Gain</b>	<b>Net (Loss)/Gain</b>
Three months ended June 30, 2024	\$ 12,841	\$ (64,943)	\$ (52,102)
Three months ended June 30, 2023	\$ 10,865	\$ 20,951	\$ 31,816

During the three months ended June 30, 2024, we had a realized gain on trading securities of \$12.8 million, which is attributable to Kazakhstan sovereign bonds sold during the three months ended June 30, 2024. However, we also incurred an unrealized net loss of \$64.9 million during the same period due to the decline in the value of securities positions we held as of June 30, 2024. The majority of the unrealized net loss is attributable to Kazakhstan sovereign bonds, as a consequence of market price declines.

During the three months ended June 30, 2023, we had a realized gain on trading securities of \$10.9 million, which is attributable to Kazakhstan sovereign bonds sold during three months ended June 30, 2023. We had an unrealized net gain in the three months ended June 30, 2023, due to securities positions we continued to hold at June 30, 2023, having appreciated by \$21.0 million. The majority of the unrealized net gain is attributable to appreciation in the value of debt securities issued by the Ministry of Finance of the Republic of Kazakhstan. The appreciation can be primarily attributed to increased demand for government securities issued by Kazakhstan during the three months ended June 30, 2023.

**Interest income**

The following tables set forth information regarding our revenue from interest income for the periods presented.

<i>(amounts in thousands)</i>	<b>Three months ended June 30,</b>			
	<b>2024</b>	<b>2023</b>	<b>Amount Change</b>	<b>% Change</b>
Interest income on trading securities	\$ 107,128	\$ 86,840	\$ 20,288	23 %
Interest income on loans to customers	52,367	31,333	21,034	67 %
Interest income on margin loans to customers	51,067	17,180	33,887	197 %
Interest income on securities available-for-sale	8,400	8,345	55	1 %
Interest income on reverse repurchase agreements and amounts due from banks	7,042	3,057	3,985	130 %
Other interest income	—	2,594	(2,594)	(100) %
<b>Total interest income</b>	<b>\$ 226,004</b>	<b>\$ 149,349</b>	<b>\$ 76,655</b>	<b>51 %</b>

	<b>Three months ended June 30,</b>	
	<b>2024</b>	<b>2023</b>
	<b>(as a % of total interest income)</b>	
Interest income on trading securities	47 %	58 %
Interest income on loans to customers	23 %	21 %
Interest income on margin loans to customers	23 %	12 %
Interest income on securities available-for-sale	4 %	6 %
Interest income on reverse repurchase agreements and amounts due from banks	3 %	2 %
Other interest income	— %	1 %
<b>Total interest income</b>	<b>100 %</b>	<b>100 %</b>

For the three months ended June 30, 2024, we had interest income of \$226.0 million, representing an increase of \$76.7 million, or 51%, compared to the three months ended June 30, 2023. The increase in interest income was primarily attributable to increases in interest income on margin loans to customers, loans to customers and trading securities. Interest income on trading securities increased by \$20.3 million, or 23%, as a result of an increase in the total size of our trading portfolio and an increase in the amount of bonds we held as a percentage of our total trading portfolio between the two periods. Interest income on loans to customers increased by \$21.0 million, or 67%, compared to the quarter ending June 30, 2023 due to the growth of Freedom Bank KZ's customer loan portfolio between the two quarters. Interest income on margin loans to customers increased by \$33.9 million, or 197%, compared to the three months ended June 30, 2023, due to an increase in the usage of margin loans for trades by our clients between the two quarters. For the three months ended June 30,

2024, we earned interest income from margin lending from a market maker customer at our Freedom Global subsidiary in an amount of approximately \$19.4 million, representing 9% of our total interest income from margin lending for that quarter.

The following table provides a summary of the monthly average balances and average interest rates for the major categories of our interest-earning assets for the three months ended June 30, 2024 and 2023.

	Three months ended June 30,			
	2024		2023	
	Average balance			
<i>(amounts in thousands)</i>				
<b>Interest-earning assets</b>				
Trading securities	\$	3,304,839	\$	2,759,974
Loans issued		1,390,244		977,317
Margin lending, brokerage and other receivables, net		1,486,110		432,214
Available for sale securities, at fair value		251,677		231,448
	Average yields			
Trading securities		13.6 %		13.2 %
Loans issued		15.9 %		13.5 %
Margin lending, brokerage and other receivables, net		9.0 %		6.7 %
Available- for- sale securities, at fair value		14.0 %		15.2 %
	Interest income			
Interest income on trading securities	\$	107,128	\$	86,840
Interest income on loans to customers		52,367		31,333
Interest income on margin loans to customers		32,197		7,065
Interest income on available- for- sale securities		8,400		8,345
Other interest income		7,042		5,651
<b>Total interest income</b>	<b>\$</b>	<b>207,134</b>	<b>\$</b>	<b>139,234</b>

Interest income on margin loans to customers includes income accrued on off-balance sheet arrangements, the monthly average balance of which is not included in the table above. These off-balance sheet arrangements mainly included repurchase agreements of our brokerage clients. As of June 30, 2024 and 2023, the monthly average balance of off-balance sheet arrangements were \$962.7 million and \$404.6 million, respectively, and the weighted average interest rate was 8.1%, and 10.4%, respectively.

The following table sets forth the effects of changing rates and volumes on interest income. The rate column shows the effects attributable to changes in rate (changes in rate multiplied by prior volume). The volume column shows the effects attributable to changes in volume (changes in volume multiplied by prior rate). The net column represents the sum of the prior columns. Changes attributable to changes in both rate and volume that cannot be segregated have been allocated proportionally based on changes due to rate and the changes due to volume.

**Three months ended June 30,  
2024 vs 2023**

<i>(amounts in thousands)</i>	Increase/ (decrease) due to change in		Net
	Rate	Volume	
<b>Interest income</b>			
Interest income on trading securities	\$ 2,695	17,593	\$ 20,288
Interest income on loans to customers	6,158	14,876	21,034
Interest income on margin loans to customers	2,960	22,173	25,133
Interest income on available-for-sale securities	(312)	367	55
Other interest income	—	—	1,391
<b>Total interest income</b>	<b>\$ 11,500</b>	<b>\$ 55,009</b>	<b>\$ 67,901</b>

***Net gain on foreign exchange operations***

For the three months ended June 30, 2024, we realized a net gain on foreign exchange operations of \$8.1 million compared to a net gain of \$19.3 million for the three months ended June 30, 2023. The decrease in net gain can be attributed to a 5.5% depreciation of the Kazakhstan tenge against U.S. dollar during the three months ended June 30, 2024 as a result of which we had a net loss of \$19.7 million at our subsidiary Freedom Bank KZ in the three months ended June 30, 2024 due to translation difference loss. The net loss was offset by a net gain of \$17.0 million by FRHC and a \$9.8 million net gain by Freedom Global in the three months ended June 30, 2024, as both companies conduct business in U.S. dollars.

***Net gain on derivatives***

For the three months ended June 30, 2024, we had net gain on derivatives of \$12.5 million compared to a net loss of \$30.6 million for the three months ended June 30, 2023. The change was primarily attributable to our subsidiary, Freedom Bank KZ, which had an unrealized net gain of \$8.2 million for the three months ended June 30, 2024 due to a positive revaluation of currency swaps, as compared to a realized net loss of \$27.5 million for the three months ended June 30, 2023 due to a negative revaluation of currency swaps. Freedom Bank KZ engages in currency swaps to diversify its funding sources.

***Insurance underwriting income***

For the three months ended June 30, 2024, we had insurance underwriting income of \$129.4 million, an increase of \$84.5 million, or 188%, as compared to the three months ended June 30, 2023. The increase was primarily attributable to a \$93.8 million, or 175%, increase in insurance underwriting income from written insurance premiums for the three months ended June 30, 2024, as compared to the three months ended June 30, 2023, due to the expansion of our insurance operations such as pension annuity and accident insurance classes between the two quarters. This increase in income from written insurance premiums was partially offset by a \$1.0 million increase in reinsurance premiums ceded for the three months ended June 30, 2024, as compared to the three months ended June 30, 2023. The following table sets out information on our insurance underwriting income for the periods presented.

<i>(amounts in thousands)</i>	Three months ended June 30,			
	2024	2023	Amount Change	% Change
Written insurance premiums	\$ 147,444	\$ 53,648	\$ 93,796	175 %
Reinsurance premiums ceded	(4,180)	(3,155)	(1,025)	32 %
Change in unearned premium reserve, net	(13,856)	(5,604)	(8,252)	147 %
<b>Insurance underwriting income</b>	<b>\$ 129,408</b>	<b>\$ 44,889</b>	<b>\$ 84,519</b>	<b>188 %</b>

**Expense**

The following table sets out information on our total expense for the periods presented.

	Three months ended June 30, 2024		Three months ended June 30, 2023		Change	
	Amount	%*	Amount		Amount	%
<i>(amounts in thousands)</i>						
Fee and commission expense	\$ 80,147	20 %	\$ 28,684	12 %	\$ 51,463	179 %
Interest expense	145,718	36 %	95,046	41 %	50,672	53 %
Insurance claims incurred, net of reinsurance	47,309	12 %	21,514	9 %	25,795	120 %
Payroll and bonuses	57,524	14 %	31,630	14 %	25,894	82 %
Professional services	7,268	2 %	6,625	3 %	643	10 %
Stock compensation expense	10,615	3 %	1,233	1 %	9,382	761 %
Advertising expense	17,201	4 %	8,100	3 %	9,101	112 %
General and administrative expense	45,105	11 %	24,475	11 %	20,630	84 %
(Recovery of)/provision for allowance for expected credit losses	(1,770)	— %	14,326	6 %	(16,096)	(112) %
<b>Total expense</b>	<b>\$ 409,117</b>	<b>100 %</b>	<b>\$ 231,633</b>	<b>100 %</b>	<b>\$ 177,484</b>	<b>77 %</b>

\* Percentage of total expense.

***Fee and commission expense***

The following table sets forth information regarding our fee and commission expense for the periods presented.

	Three months ended June 30,			
	2024	2023	Amount Change	% Change
<i>(amounts in thousands)</i>				
Agency fees expense	\$ 64,816	\$ 18,389	\$ 46,427	252 %
Bank services	3,643	4,749	(1,106)	(23) %
Brokerage services	3,304	4,010	(706)	(18) %
Exchange services	541	884	(343)	(39) %
Central Depository services	208	102	106	104 %
Other commission expenses	7,635	550	7,085	1288 %
<b>Total fee and commission expense</b>	<b>\$ 80,147</b>	<b>\$ 28,684</b>	<b>\$ 51,463</b>	<b>179 %</b>

The following table sets out the components of our fee and commission expense as a percentage of total fee and commission expense, net for the periods presented.

	Three months ended June 30,	
	2024	2023
	(as a % of total fee and commission expense)	
Agency fees expense	81 %	64 %
Bank services	5 %	17 %
Brokerage services	4 %	14 %
Exchange services	1 %	3 %
Central Depository services	— %	— %
Other commission expenses	10 %	2 %
<b>Total fee and commission expense</b>	<b>100 %</b>	<b>100 %</b>

Fee and commission expense increased by \$51.5 million or 179% in the three months ended June 30, 2024, as compared to the three months ended June 30, 2023. The increase is mainly attributable to an increase of agency fees expense of \$46.4 million or 252% compared to the three months ended June 30, 2023 and other commission expenses of \$7.1 million, compared to the three months ended June 30, 2023. The increase in agency fees expenses was due to an increase in insurance products sales by Freedom Life, which are outsourced to outside agents. The increase in other commission expenses is attributable to increased commissions paid associated with Paybox consistent with the growth of its business activities between the two quarters, following our acquisition of it in the fourth quarter of fiscal 2023.

**Interest expense**

During the three months ended June 30, 2024, we had a \$50.7 million, or 53%, increase in interest expense as compared to the three months ended June 30, 2023. The increase in interest expense was primarily attributable to a \$17.0 million, or 22%, increase in interest expense on short-term financing through securities repurchase agreements due to an increase in the volume of such financing, and a \$7.5 million, or 48%, increase in interest expense on customer deposits. Compared to the three months ended June 30, 2023, we increased our volume of short-term financing through securities repurchase agreements primarily in order to fund our investment portfolio. The increase in interest on customer deposits was a result of growth of our banking client base due to the expansion of the operations of Freedom Bank KZ between the two periods.

The following table provides a summary of the monthly average balances and average interest rates for the major categories of interest-bearing liabilities for the three months ended June 30, 2024 and 2023.

	Three months ended June 30,			
	2024		2023	
	Average balance			
<i>(amounts in thousands)</i>				
<b>Interest-bearing liabilities</b>				
Securities repurchase agreement obligations	\$	2,616,105	\$	2,100,552
Customer liabilities <sup>(1)</sup>		688,617		930,644
Debt securities issued		176,561		63,611
		Average rates		
Securities repurchase agreement obligations		14.9	%	15.2
Customer liabilities <sup>(1)</sup>		14.1	%	6.9
Debt securities issued		16.7	%	6.0
		Interest expense		
Interest expense on securities repurchase agreement obligations	\$	92,407	\$	75,455
Interest expense on customer accounts and deposits		23,127		15,603
Interest expense on debt securities issued		6,969		935
Other interest expense		23,215		3,053
<b>Total interest expense</b>	<b>\$</b>	<b>145,718</b>	<b>\$</b>	<b>95,046</b>

<sup>(1)</sup> Average balance, average rates, and interest expense relates to interest-bearing deposits.

The following table sets forth the effects of changing rates and volumes on interest. The rate column shows the effects attributable to changes in rate (changes in rate multiplied by prior volume). The volume column shows the effects attributable to changes in volume (changes in volume multiplied by prior rate). The net column represents the sum of the prior columns. Changes attributable to changes in both rate and volume that cannot be segregated have been allocated proportionally based on changes due to rate and the changes due to volume.

<i>(amounts in thousands)</i>	Three months ended June 30, 2024 vs 2023				
	Increase/ (decrease) due to change in			Net	
	Rate	Volume			
<b>Interest expense</b>					
Interest expense on securities repurchase agreement obligations	\$	(1,236)	\$	18,188	\$ 16,952
Interest expense on customer accounts and deposits		10,157		(2,633)	7,524
Interest expense on debt securities issued		2,938		3,096	6,034
Other interest expense		—		—	20,162
<b>Total</b>	<b>\$</b>	<b>11,859</b>	<b>\$</b>	<b>18,651</b>	<b>\$ 50,672</b>

***Insurance claims incurred, net of reinsurance***

For the three months ended June 30, 2024, we had a \$25.8 million, or 120%, increase in insurance claims incurred, net of reinsurance, as compared to the three months ended June 30, 2023. The increase was primarily attributable to the general expansion of our insurance operations between the two quarters.

***Payroll and bonuses***

For the three months ended June 30, 2024, we had payroll and bonuses expense of \$57.5 million, representing an increase of \$25.9 million or 82% compared to payroll and bonuses expense of \$31.6 million for the three months ended June 30, 2023. The increase in payroll and bonus expenses is primarily attributable to increased salary and bonus amounts between the two quarters. The increase was also due to the expansion of our workforce through acquisitions, establishment of new subsidiaries and hiring.

***Professional services***

For the three months ended June 30, 2024, our professional services expense was \$7.3 million, representing an increase by \$0.6 million or 10% compared to \$6.6 million for the three months ended June 30, 2023. The increase was attributable to an overall growth of our company organically and through acquisitions resulting in an increased need of professional services including consulting and legal services.

***Stock compensation expense***

For the three months ended June 30, 2024, our stock compensation expense was \$10.6 million, representing a increase of \$9.4 million or 761% compared to stock compensation expense of \$1.2 million for the three months ended June 30, 2023. The increase is attributable to new stock grants the majority of which vested on the date of issuance during the three months ended June 30, 2024 and the partial amortization of stock grants which were granted in March 2024.

***Advertising expense***

Advertising expense for the three months ended June 30, 2024, was \$17.2 million, representing an increase of \$9.1 million or 112% compared to \$8.1 million for the three months ended June 30, 2023. The increase is primarily attributable to an increase in advertising expenses by Freedom Europe of \$6.4 million attributable to marketing campaigns that were initiated during fiscal 2024 and continued in the three months ended June 30, 2024. This increase consisted of an increase of approximately \$3.4 million on advertising and an increase of \$3.0 million on influencer and affiliates advertising. There was also an increase of \$0.8 million attributable to Aviata, an online ticket aggregator that continuously promotes its services through advertising, and an increase of \$0.9 million from Freedom Advertising, a subsidiary which is an advertising and marketing agency.

***General and administrative expense***

General and administrative expense for the three months ended June 30, 2024, was \$45.1 million, representing an increase of \$20.6 million or 84% compared to general and administrative expense of \$24.5 million for the three months ended June 30, 2023. This increase is attributable to the general expansion and development of our business between the two quarters. The main factors contributing to the increase were increases in other operating expenses, charity and sponsorship, software support, depreciation and amortization expense. Other operating expenses increased by \$5.3 million mainly due to an increase of other operating expenses at Freedom Bank KZ from banking and other overhead costs. Our charity and



sponsorship expense increased by \$4.3 million due to several charitable contributions through our subsidiaries during the three months ended June 30, 2024. The most significant contributions were made to the Kazakhstan Chess Federation, Sport Programming Federation and construction work in Konayev city. Software support expenses increased by \$2.6 million mainly due to the support of licensed software fee and other software systems. The increases of \$1.5 million in depreciation and amortization expense and \$1.3 million in rent expense were driven by the addition of new subsidiaries between the two quarters and the overall growth of our operations. The integration of new subsidiaries required substantial investments in new technology and infrastructure, leading to higher depreciation and amortization costs. Taxes, other than income tax, increased by \$1.3 million mainly due to the general growth of the Group, including the addition of new subsidiaries. The expansion of our business operations resulted in higher tax liabilities, reflecting our broader market presence and increased operational scale. Business travel expenses increased by \$0.9 million, reflecting more frequent business traveling as a result of the growth of our operations in Kazakhstan and other regions and our expanded geographic footprint.

***(Recovery of)/provision for allowance for expected credit losses***

We recognized allowance for credit losses in the amount of \$1.8 million for the three months ended June 30, 2024, as compared to allowance for credit losses of \$14.3 million for the three months ended June 30, 2023. As of June 30, 2024, the allowance for credit losses was \$40.1 million, compared to \$43.6 million as of March 31, 2024. The decrease is attributable to provisions for car loans. The decrease in provisions for car loans is primarily attributable to a change in estimates related to input data obtained from the National Bank of Kazakhstan.

***Income tax expense***

We had income before income tax of \$41.6 million and \$84.6 million for the three months ended June 30, 2024, and June 30, 2023, respectively. Income tax expense for the three months ended June 30, 2024, and June 30, 2023 was \$7.3 million and \$16.7 million, respectively. The decrease was primarily due to a decrease in our income before income tax between the two quarters. In addition, our effective tax rate during the three months ended June 30, 2024, decreased to 17.6%, from 19.7% during the three months ended June 30, 2023, as a result of changes in the composition of the revenues we realized from our operating activities, the tax treatment of those revenues in the various jurisdictions where our subsidiaries operate, and the incremental U.S. GILTI tax.

**Net income**

As a result of the foregoing factors, for the three months ended June 30, 2024, we had net income of \$34.3 million compared to \$67.9 million for the three months ended June 30, 2023, a decrease of 50%.

**Non-controlling interest**

As of June 30, 2024, FRHC held a 94.81% ownership interest in Arbuz and a 90.0% ownership interest in ReKassa. The remaining 5.19% of the ownership interest in Arbuz and 10.0% of the ownership interest in ReKassa are recognized as non-controlling interests in our Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Operations and Statements of Other Comprehensive Income, Condensed Consolidated Statements of Shareholders' Equity and Condensed Consolidated Statements of Cash Flows.

Net loss attributable to non-controlling interest was \$0.1 million and \$0.2 million for the three months ended June 30, 2024 and June 30, 2023, respectively.

**Foreign currency translation adjustments, net of tax**

Due to a 5.5% depreciation of the Kazakhstan tenge against the U.S. dollar during the three months ended June 30, 2024, we realized a foreign currency translation loss of \$65.8 million for the quarter ended June 30, 2024 since most of our Group's companies use the Kazakhstan tenge as their functional currency, as compared to a foreign currency translation loss of \$1.8 million for the quarter ended June 30, 2023.

**Segment Results of Operations****Business Segment Operations**

We report our results of operations through the following four business segments: Brokerage, Banking, Insurance, and Other. These operating segments are based on how our CODM will be making decisions about allocating resources and assessing performance. The total revenue, net associated with our segments is summarized in the following table:

<i>(amounts in thousands)</i>	<b>Three months ended June 30,</b>			
	<b>2024</b>	<b>2023</b>	<b>Amount Change</b>	<b>% Change</b>
Brokerage	\$ 174,916	\$ 106,070	\$ 68,846	65 %
Banking	91,202	115,654	(24,452)	(21) %
Insurance	147,263	70,377	76,886	109 %
Other	37,334	24,109	13,225	55 %
<b>Total revenue, net</b>	<b>\$ 450,715</b>	<b>\$ 316,210</b>	<b>\$ 134,505</b>	<b>43 %</b>

For the three months ended June 30, 2024, total revenue, net increased in the Brokerage, Insurance and Other segments but decreased in the Banking segment, in each case compared to the three months ended June 30, 2023.

**Brokerage Segment**

In the three months ended June 30, 2024, in our Brokerage segment we had a significant increase in total revenue, net, primarily driven by an increase in interest income. This was largely due to increases in interest accrued on securities held in our trading portfolio and in interest accrued on margin loans to customers within this segment. Fee and commission income in this segment also increased, primarily due to a general increase in brokerage activity between the two quarters. Additionally, there was an increase in net gain on foreign exchange operations and other income. These revenue increases were partially offset by a decrease in net gain on trading securities.

**Banking Segment**

In the three months ended June 30, 2024, total revenue, net in the Banking segment decreased as compared to the three months ended June 30, 2024, mainly attributable to net losses on trading securities and on foreign exchange in this segment in the three months ended June 30, 2024. In addition, fee and commission income from banking operations decreased between the two quarters due to a decrease in commissions generated on transfer and payment processing. These decreases were partially offset by the effects of a net gain on derivatives in this segment in the three months ended June 30, 2024, as compared to a net loss in the three months ended June 30, 2023, and an increase in interest income on loans to customers.

**Insurance Segment**

In the three months ended June 30, 2024, total revenue, net in the Insurance segment increased mainly due to an increase in insurance underwriting income, reflecting the overall growth of our insurance operations between the two quarters.

**Other Segment**

In the three months ended June 30, 2024, total revenue, net in the Other segment increased mainly due to an increase of \$16.9 million in net gain on foreign exchange operations from FRHC, which was attributable to an appreciation of the U.S. dollar against the Kazakhstan tenge between the two quarters and \$4.2 million revenue received in the three months ended June 30, 2024 from our disposition of ITS Tech Limited, our former subsidiary providing IT support services. These increases were partially offset by a \$6.9 million decrease in fee and commission income attributable to a decrease in Paybox's transaction volumes due to the cessation of operation of a counterparty that contributed significantly to its transaction volume.

The total expenses associated with our segments are summarized in the following table:

(amounts in thousands)	Three months ended June 30,			
	2024	2023	Amount Change	% Change
Brokerage	\$ 95,081	\$ 56,196	\$ 38,885	69 %
Banking	122,910	96,054	26,856	28 %
Insurance	129,985	53,462	76,523	143 %
Other	61,141	25,921	35,220	136 %
<b>Total expense, net</b>	<b>\$ 409,117</b>	<b>\$ 231,633</b>	<b>\$ 177,484</b>	<b>77 %</b>

For the three months ended June 30, 2024, total expenses, net increased across each of our business segments compared to the three months ended June 30, 2023.

**Brokerage Segment**

In the three months ended June 30, 2024, total expenses, net in our Brokerage segment increased primarily due to an increase in interest expense, which was in turn mainly due to interest paid on securities repurchase agreements. Additionally, there was an increase in payroll and bonuses, reflecting our efforts to attract and retain top talent. Advertising expenses in this segment also increased as we intensified our marketing efforts to expand our client base. General and administrative expenses increased due to the overall growth of our operations. These increases were partially offset by decreases in provision for impairment and fee and commission expense from brokerage services.

**Banking Segment**

In the three months ended June 30, 2024, total expenses, net in our Banking segment increased primarily due to a \$25.7 million increase in interest expense on securities repurchase agreements within this segment, and a \$11.2 million increase in interest expense on customer deposits. General and administrative expenses in this segment increased by \$6.2 million, reflecting the general growth of Freedom Bank KZ's operations between the two quarters.

**Insurance Segment**

In the three months ended June 30, 2024, total expenses, net in our Insurance segment increased mainly due to an increase in fee and commission expense from agency fees, attributable to the overall growth of our insurance operations between the two quarters.

**Other Segment**

In the three months ended June 30, 2024, total expenses, net in our Other segment increase was driven by increases in payroll and bonuses, general and administrative expenses, fee and commission expense and interest expense. There was a \$13.0 million increase in payroll and bonuses in the Other segment which is mostly attributable to the overall growth of our operations as well as the addition of new subsidiaries. In particular, \$5.8 million of the increase in payroll and bonuses expense can be attributed to the addition of our Freedom Telecom and Freedom Management subsidiaries, which occurred after June 30, 2023. The increase of \$8.9 million in general and administrative expense in the Other segment was also mainly attributable to our overall growth and the addition of new subsidiaries. In particular, \$7.5 million of such increase was attributable to our Freedom Telecom and Shapagat subsidiaries. There was an increase of \$5.6 million in fee and commission expense in the Other segment, which is mostly attributable to increased bank commission expense for payment services due to an increase of payment processing operations at certain Paybox subsidiaries, which increase was offset in part by the effects of a decrease in the volume of transactions by Paybox between the two quarters. Interest expense in the Other segment increased by \$4.6 million, mainly attributable to an increase in interest expense on loans received by FRHC.

**Liquidity and Capital Resources**

Liquidity is a measurement of our ability to meet our potential cash requirements for general business purposes. During the periods covered in this quarterly report our operations were primarily funded through a combination of existing cash on hand, cash generated from operations, returns generated from our proprietary trading and proceeds from the sale of bonds and other borrowings.

We regularly monitor and manage our leverage and liquidity risk through various committees and processes we have established to maintain compliance with net capital and capital adequacy requirements imposed on securities brokerages and banks in jurisdictions where we do business. We assess our leverage and liquidity risk based on considerations and assumptions of market factors, as well as other factors, including the amount of available liquid capital

(i.e., the amount of cash and cash equivalents not invested in our operating business). While we are confident in the risk management monitoring and processes we have in place, a significant portion of our trading securities and cash and cash equivalents are subject to collateralization agreements. This significantly enhances our risk of loss in the event financial markets move against our positions. When this occurs our liquidity, capitalization and business can be negatively impacted. Certain market conditions can impact the liquidity of our assets, potentially requiring us to hold positions longer than anticipated. Our liquidity, capitalization, projected return on investment and results of operations can be significantly impacted by market events over which we have no control, and which can result in disruptions to our investment strategy for our assets.

We maintain a majority of our tangible assets in cash and securities that are readily convertible to cash, including governmental and quasi-governmental debt and highly liquid corporate equities and debt. Our financial instruments and other asset positions are stated at fair value and should generally be readily marketable in most market conditions. The following table sets out certain information regarding our assets as of the dates presented:

<i>(amounts in thousands)</i>	<b>June 30, 2024</b>	<b>March 31, 2024</b>
Cash and cash equivalents <sup>(1)</sup>	\$ 718,678	\$ 545,084
Restricted cash <sup>(2)</sup>	\$ 1,179,510	\$ 462,637
Trading securities	\$ 3,393,936	\$ 3,688,620
Total assets	\$ 8,483,560	\$ 8,301,930
Net liquid assets <sup>(3)</sup>	\$ 2,771,705	\$ 3,137,383

- (1) Of the \$718.7 million in cash and cash equivalents we held at June 30, 2024, \$151.0 million, or approximately 21%, was subject to reverse repurchase agreements. By comparison, at March 31, 2024, we had cash and cash equivalents of \$545.1 million, of which \$135.0 million, or approximately 25%, was subject to reverse repurchase agreements. The amount of cash and cash equivalents we hold is subject to minimum levels set by regulatory bodies to comply with required rules and regulations, including adequate capital and liquidity levels for each entity.
- (2) Principally consists of cash of our brokerage customers which are segregated in a special custody accounts for the exclusive benefit of our brokerage customers.
- (3) Consists of cash and cash equivalents, trading securities, and margin lending, brokerage and other receivables, net of securities repurchase agreement obligations. It includes liquid assets possessed after deducting securities repurchase agreement obligations.

As of June 30, 2024, and March 31, 2024, we had total liabilities of \$7.3 billion and \$7.1 billion, respectively, including customer liabilities of \$2.7 billion and \$2.3 billion, respectively.

We finance our assets primarily from revenue-generating activities and short-term and long-term financing arrangements.

## CASH FLOWS

The following table presents information from our statement of cash flows for the periods indicated. Our cash and cash equivalents include restricted cash, which principally consists of cash of our brokerage customers which are segregated in a special custody accounts for the exclusive benefit of our brokerage customers.

<i>(amounts in thousands)</i>	<b>Three Months Ended June 30, 2024</b>	<b>Three Months Ended June 30, 2023</b>
Net cash flows from/(used in) operating activities	\$ 854,066	\$ (914,134)
Net cash flows used in investing activities	(94,685)	(269,518)
Net cash flows from financing activities	245,534	1,258,533
Effect of changes in foreign exchange rates on cash and cash equivalents	(114,815)	(2,575)
Effect of expected credit losses on cash and cash equivalents and restricted cash	367	—
<b>NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>	<b>\$ 890,467</b>	<b>\$ 72,306</b>

### Net Cash Flows Used In Operating Activities

Net cash used in operating activities during the three months ended June 30, 2024, was comprised of net change in operating assets and liabilities and net income adjusted for non-cash movements (changes in deferred taxes, unrealized gain on trading securities, net change in accrued interest, change in insurance reserves, and allowance for receivables). Net cash used in operating activities resulted primarily from changes in operating assets and liabilities. Such changes included those set out in the following table.

<i>(amounts in thousands)</i>	<b>Three Months Ended June 30, 2024</b>	<b>Three Months Ended June 30, 2023</b>
Increases in trading securities <sup>(1)</sup>	\$ (24,454)	\$ (933,290)
Increases in brokerage customer liabilities <sup>(2)</sup>	\$ 260,972	\$ 29,037
Decrease/(increases) in margin lending, brokerage and other receivables	\$ 399,425 <sup>(3)</sup>	\$ (147,366)
Increases in margin lending and trade payables <sup>(4)</sup>	\$ 26,888	\$ 55,045

<sup>(1)</sup> Resulted from increased purchases of securities held in our proprietary account.

<sup>(2)</sup> Resulted from increased funds in brokerage accounts from new and existing customers.

<sup>(3)</sup> Resulted primarily from decreased volume of margin lending receivables.

<sup>(4)</sup> Resulted primarily from increased volume of margin lending payables.

Net cash flows used in operating activities in the three months ended June 30, 2024, were primarily attributable to net cash outflows attributable to increases in trading securities and increases in margin lending, brokerage and other receivables, which changes were offset in part by an increase in customer liabilities over that quarter, which resulted from the increase of customer accounts in our Freedom Global subsidiary.

### Net Cash Flows Used In Investing Activities

During the three months ended June 30, 2024, net cash used in investing activities was \$94.7 million compared to net cash used in investing activities of \$269.5 million during the three months ended June 30, 2023. During the three months ended June 30, 2024, cash used in investing activities was used for the issuance of loans, net of repayment by customers, in the amount of \$2.6 million, the purchase of fixed assets in the amount of \$24.2 million, and purchase of available-for-sale securities, net of proceeds, in the amount of \$55.6 million. During the three months ended June 30, 2024 cash used for the issuance of loans, net of repayment decreased by \$260.8 million compared to the three months June 30, 2023 due to a decrease in volume of loans issued in Freedom Bank KZ during the three months ended June 30, 2024 as compared to significant growth of the loan portfolio during the three months ended June 30, 2023.

### Net Cash Flows From Financing Activities

Net cash flows from financing activities for the three months ended June 30, 2024, consisted principally of bank customer deposits received in the amount of \$293.4 million due to the growth of our banking activity and mortgage loans sold to JSC Kazakhstan Sustainability Fund as the Program Operator, net of repurchase, under the state mortgage program "7-20-25" in the amount of \$7.5 million. These cash inflows were offset in part by a cash outflow for securities repurchase agreement obligations in the amount of \$54.9 million. The significant decrease in net cash flows from financing activities from the three months ended June 30, 2023 to the three months ended June 30, 2024 was primarily attributable to a \$1.1 billion change in reimbursement/proceeds from securities repurchase agreement obligations between the two quarters. This change is attributable to proceeds from securities repurchase agreement obligations during the three months ended June 30, 2023, driven by an increase in trading securities during that quarter, as compared to the net repayment of previously borrowed funds under securities repurchase agreements during the three months ended June 30, 2024.

### CAPITAL EXPENDITURES

On May 10, 2023, our subsidiary Freedom EU signed a contract for the construction of Elysium Tower, a building in Limassol, Cyprus. The building is planned to be a new office building for our Freedom EU subsidiary. The contract implies approximate capital expenditures in the amount of \$7.5 million, of which approximately \$1.7 million was incurred

in fiscal 2024 and of which approximately \$4.4 million is planned to be incurred in fiscal 2025. We are financing this construction project primarily using our own funds.

On November 27, 2023, our Board of Directors approved a strategic plan to expand our business by entering the telecommunications market in Kazakhstan through our Freedom Telecom subsidiary. Execution of the new plan is expected to require significant capital expenditure, the specific amount of which is currently uncertain. Total capital expenditures for the development of this business area are currently expected to be required for, among other things, construction of network infrastructure, including a backbone network, obtaining frequency licenses or other rights to provide services where required and acquisitions of smaller companies in the sector. Our strategy and budget for Freedom Telecom are currently being reassessed and are subject to revisions, which may be material. We currently plan to finance our capital expenditures for this business area with a combination of own funds and borrowings, including vendor financing, including the proceeds of a \$200 million U.S. dollar domestic bond placement on the AIX that we completed on December 19, 2023. For further information, see "Indebtedness - Long-term" below.

As a further step in implementing our strategy to build a digital fintech ecosystem, on January 25, 2024, Freedom Telecom established a subsidiary, Freedom Media, in Kazakhstan for the purposes of providing media content to customers in Kazakhstan. Total capital expenditures required in connection with Freedom Media over the next five years are currently estimated to be approximately \$54 million. We will finance our capital expenditures related to Freedom Media primarily using our own funds.

## **DIVIDENDS**

Any payment of cash dividends on our common stock in the future will be at the discretion of our Board of Directors and will depend upon our results of operations, earnings, capital requirements, financial condition, future prospects, contractual and legal restrictions and other factors deemed relevant by our Board of Directors. We currently intend to retain any future earnings to fund the operation, development and expansion of our business, and therefore we do not anticipate paying any cash dividends on our common stock in the foreseeable future.

We did not declare or pay a cash dividend on our common stock during the three months ended June 30, 2024. Any payment of cash dividends on stock in the future will be at the discretion of our Board of Directors and will depend upon our results of operations, earnings, capital requirements, financial condition, future prospects, contractual and legal restrictions and other factors deemed relevant by our Board of Directors. We currently intend to retain any future earnings to fund the operation, development and expansion of our business, and therefore we do not anticipate paying any cash dividends on common stock in the foreseeable future.

## **INDEBTEDNESS**

### ***Short-term***

Our short-term financing is primarily obtained through securities repurchase arrangements conducted through stock exchanges. We use repurchase arrangements, among other things, to finance our liquidity positions. As of June 30, 2024, \$2.6 billion, or 76% of the trading securities held in our proprietary trading account were subject to securities repurchase obligations compared to \$2.8 billion, or 75% as of March 31, 2024. The securities we pledge as collateral under repurchase agreements are liquid trading securities with market quotes and significant trading volume. For additional information regarding our securities repurchase agreement obligations see Note 9 *Securities Repurchase Agreement Obligations* to the condensed consolidated financial statements included in this quarterly report on Form 10-Q.

### ***Long-term***

On October 21, 2021, our subsidiary Freedom SPC issued U.S. dollar-denominated bonds due 2026, in an aggregate principal amount up to \$66 million, which are listed on the AIX. The annual interest rate for such bonds is 5.5%. The bonds are guaranteed by FRHC. As of June 30, 2024, there was \$64.6 million of such bonds outstanding.

On December 19, 2023, Freedom SPC issued U.S. dollar-denominated bonds due 2028, in an aggregate principal amount of \$200 million, for the purpose of raising funds to finance the development of the Freedom Telecom business. The bonds are guaranteed by FRHC and are listed on the AIX. For the first and second years, the annual interest rate for such bonds is 12%, and for subsequent years the interest rate will be fixed and set as the sum of the effective federal funds rate as of December 10, 2025 and a margin of 6.5%. As of June 30, 2024, there was \$200.4 million in principal amount of such bonds outstanding.

The aggregate accrued interest as of June 30, 2024 on the Freedom SPC bonds due 2026 and the Freedom SPC bonds due 2028 combined was \$1.4 million.

## **NET CAPITAL AND CAPITAL ADEQUACY**

A number of our subsidiaries are required to satisfy minimum net capital and capital adequacy requirements to conduct their brokerage, banking and insurance operations in the jurisdictions in which they operate. This is partially maintained by retaining cash and cash equivalent investments in those subsidiaries or jurisdictions. As a result, such subsidiaries may be restricted in their ability to transfer cash between different jurisdictions and to FRHC. Additionally, transfers of cash between international jurisdictions may have adverse tax consequences that could discourage such transfers.

At June 30, 2024, these minimum net capital and capital adequacy requirements ranged from approximately \$0.2 million to \$180.6 million and fluctuate depending on various factors. At June 30, 2024, the aggregate net capital and capital adequacy requirements of our subsidiaries was approximately \$239.0 million. Each of our subsidiaries that are subject to net capital or capital adequacy requirements exceeded the minimum required amount at June 30, 2024.

Although we operate with levels of net capital and capital adequacy substantially greater than the minimum established thresholds, in the event we fail to maintain minimum net capital or capital adequacy, we may be subject to fines and penalties, suspension of operations, revocation of licensure and disqualification of our management from working in the industry. Our subsidiaries are also subject to various other rules and regulations, including liquidity and capital adequacy ratios. Our operations that require the intensive use of capital are limited to the extent necessary to meet our regulatory requirements.

Over the past several years, we have pursued an aggressive growth strategy both through acquisitions and organic growth efforts. While our active growth strategy has led to revenue growth it also results in increased expenses and greater need for capital resources. Additional growth and expansion may require greater capital resources than we currently possess, which could require us to pursue additional equity or debt financing from outside sources. We cannot assure that such financing will be available to us on acceptable terms, or at all, at the time it is needed.

We believe that our current cash and cash equivalents, cash expected to be generated from operating activities, and forecasted returns from our proprietary trading, combined with our ability to raise additional capital will be sufficient to meet our present and anticipated financing needs.

## **Critical Accounting Policies and Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Following are the accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results.

### ***Allowance for credit losses***

The Company has recently adopted a new accounting standard, ASC 326 - Current Expected Credit Losses (CECL), effective April 1, 2023. This standard has introduced significant changes to how we estimate and recognize credit losses for our financial assets. Management estimates and recognizes the CECL as an allowance for lifetime expected credit losses for loans issued. This is different compared to the previous practice of recognizing allowances based on probable incurred losses.

Under CECL, the allowance for credit losses (ACL) primarily consists of two components:

Collective CECL Component: This component is used for estimating expected credit losses for pools of loans that share common risk characteristics.

Individual CECL Component: This component is applied to loans that do not share common risk characteristics and require individual assessment.

The ACL is a valuation account that is subtracted from the amortized cost of total loans and available-for-sale securities to reflect the net amount expected to be collected. Our methodology for establishing the allowance for loan losses is based on a comprehensive assessment that considers relevant and available information from internal and external sources. This assessment takes into account past events, including historical trends in loan delinquencies and charge-offs, current economic conditions, and reasonable and supportable forecasts.

#### ***Goodwill***

We have accounted for our acquisitions using the acquisition method of accounting. The acquisition method requires us to make significant estimates and assumptions, especially at the acquisition date as we allocate the purchase price to the estimated fair values of acquired tangible and intangible assets and the liabilities assumed. We also use our best estimates to determine the useful lives of the tangible and definite-lived intangible assets, which impact the periods over which depreciation and amortization of those assets are recognized. These best estimates and assumptions are inherently uncertain as they pertain to forward looking views of our businesses, customer behavior, and market conditions. In our acquisitions, we have also recognized goodwill at the amount by which the purchase price paid exceeds the fair value of the net assets acquired.

Our ongoing accounting for goodwill and the tangible and intangible assets acquired requires us to make significant estimates and assumptions as we exercise judgement to evaluate these assets for impairment. Our processes and accounting policies for evaluating impairments are further described in *Note 2 Summary of Significant Accounting Policies* to the condensed consolidated financial statements included in this quarterly report on Form 10-Q. As of June 30, 2024, we had goodwill of \$50.6 million.

#### ***Income taxes***

We are subject to income taxes in both the United States and numerous foreign jurisdictions. These tax laws are complex and subject to different interpretations by the taxpayer and the relevant governmental taxing authorities. Significant judgement is required in determining the provision for income tax. There are many transactions and calculations for which the ultimate tax determination is uncertain. As a result, actual future tax consequences relating to uncertain tax positions may be materially different than our determinations or estimates.

We recognize deferred tax liabilities and assets based on the difference between the Condensed Consolidated Balance Sheet and tax basis of assets and liabilities using the enacted tax rates in effect for the year in which the differences are expected to reverse. The measurement of deferred tax assets is reduced, if necessary, by the amount of any tax benefits that, based on available evidence, are not expected to be realized.

Income taxes are determined in accordance with the laws of the relevant taxing authorities. As part of the process of preparing financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. We account for income taxes using the asset and liability approach. Under this method, deferred income taxes are recognized for tax consequences in future years based on differences between the tax bases of assets and liabilities and their reported amounts in the financial statements at each year-end and tax loss carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates applicable to the differences that are expected to affect taxable income.

We periodically evaluate and establish the likelihood of tax assessments based on current and prior years' examinations, and unrecognized tax benefits related to potential losses that may arise from tax audits in accordance with the relevant accounting guidance. Once established, unrecognized tax benefits are adjusted when there is more information available or when an event occurs requiring a change.

#### ***Legal contingencies***

We review outstanding legal matters at each reporting date, in order to assess the need for provisions and disclosures in our financial statements. Among the factors considered in making decisions on provisions are the nature of the matter, the legal process and potential legal exposure in the relevant jurisdiction, the progress of the matter (including the progress after the date of the financial statements but before those statements are issued), the opinions or views of our legal advisers, experiences on similar cases and any decision of our management as to how we will respond to the matter.

#### ***Non-consolidation of FST Belize***

Based on our assessment, we do not consolidate our affiliate FST Belize. See *Non-Consolidation of Freedom Securities Trading Inc.* in Note 2 "*Summary of Significant Accounting Policies*" in the notes to our condensed consolidated financial statements included in this quarterly report on Form 10-Q.



## RECENT ACCOUNTING PRONOUNCEMENTS

For details of applicable new accounting standards, see "Recent accounting pronouncements" in Note 2 "Summary of Significant Accounting Policies" in the notes to our condensed consolidated financial statements included in this quarterly report on Form 10-Q.

## Item 3. Qualitative and Quantitative Disclosures about Market Risk

### Market Risk

The following information, together with information included in "Overview" in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part I Item 2, describes our primary market risk exposures. Market risk is the risk of economic loss arising from the adverse impact of market changes to the market value of our trading and investment positions. We are exposed to a variety of market risks, including interest rate risk, foreign currency exchange risk and equity price risk.

### Interest Rate Risk

Our exposure to changes in interest rates relates primarily to our investment portfolio and outstanding debt. While we are exposed to global interest rate fluctuations, we are most sensitive to fluctuations in Kazakhstan interest rates. Changes in Kazakhstan interest rates may have significant effect on the fair value of our securities.

Our investment policies and strategies are focused on preservation of capital and supporting our liquidity requirements. We typically invest in highly rated securities, with the primary objective of minimizing the potential risk of principal loss. Our investment policies generally require securities to be investment grade and limit the amount of credit exposure to any one issuer (other than government and quasi-government securities). To provide a meaningful assessment of the interest rate risk associated with our investment portfolio, we performed a sensitivity analysis to determine the impact a change in interest rates would have on the value of the investment portfolio assuming a 100 basis point parallel shift in the yield curve. Based on investment positions as of June 30, 2024, and March 31, 2024 (not including assets held for sale), a hypothetical 100 basis point increase in interest rates across all maturities would have resulted in \$135.9 million and \$128.9 million incremental decline in the fair market value of the portfolio, respectively. Such losses would only be realized if we sold the investments prior to maturity. A hypothetical 100 basis point decrease in interest rates across all maturities would have resulted in a \$132.3 million and \$138.3 million incremental rise in the fair market value of the portfolio (not including assets held for sale), respectively.

### Foreign Currency Exchange Risk

We have a presence in Armenia, Austria, Azerbaijan, Belgium, Bulgaria, Cyprus, France, Germany, Greece, Italy, Kazakhstan, Kyrgyzstan, Lithuania, Netherlands, Poland, Spain, Turkey, the United Arab Emirates, the United Kingdom, the United States and Uzbekistan. The activities and accumulated earnings in our non-U.S. subsidiaries are exposed to fluctuations in foreign exchange rate between our functional currencies and our reporting currency, which is the U.S. dollar.

In accordance with our risk management policies, we manage foreign currency exchange risk on financial assets by holding or creating financial liabilities in the same currency, maturity and interest rate profile. This foreign exchange risk is calculated on a net foreign exchange basis for individual currencies. We may also enter into foreign currency forward, swap and option contracts with financial institutions to mitigate foreign currency exposures associated with certain existing assets and liabilities, firmly committed transactions and forecasted future cash flows.

The main market of our operations is Kazakhstan. Because Kazakhstan's economy is highly dependent on oil exports, any significant decrease in oil prices lead to a devaluation of local currency, which can lose up to 17% quarterly (during COVID-19 outbreak) of its value relative to the U.S. dollar.

An analysis of our June 30, 2024, and March 31, 2024 (not including assets held for sale), balance sheets estimates the net impact of a 10% adverse change in the value of the U.S. dollar relative to all other currencies, would have resulted in a decrease of income before income tax in the amount of \$3.1 million, and in the decrease in the amount of \$121.5 million, respectively.

## **Equity Price Risk**

Our equity investments are susceptible to market price risk arising from uncertainties about future values of such investment securities. Equity price risk results from fluctuations in price and level of the equity securities or instruments we hold. We also have equity investments in entities where the investment is denominated in a foreign currency, or where the investment is denominated in U.S. dollars but the investee primarily makes investments in foreign currencies. The fair values of these investments are subject to change at the spot foreign exchange rate between these currencies and our functional currency fluctuates. We attempt to manage the risk of loss inherent in our equity securities portfolio through diversification and by placing limits on individual and total equity instruments we hold. Reports on our equity portfolio are submitted to our management on a regular basis.

As of June 30, 2024, and March 31, 2024, our exposure to equity investments at fair value was \$123.5 million and \$126.1 million, respectively. Based on an analysis of the June 30, 2024, and March 31, 2024 (not including assets held for sale), balance sheets, we estimate that a decrease of 10% in the equity price would have reduced the value of the equity securities or instruments we held by approximately \$12.4 million and \$12.6 million, respectively.

## **Credit Risk**

Credit risk refers to the risk of loss arising when a borrower or counterparty does not meet its financial obligations to us. We are primarily exposed to credit risk from institutions and individuals through the brokerage and banking services we offer. We incur credit risk in a number of areas, including margin lending and loans issued.

### ***Margin lending receivables risk***

We extend margin loans to our customers. Margin lending is subject to various regulatory requirements of MiFID and of the AFSA and the NBK. Margin loans are collateralized by cash and securities in the customers' accounts. The risks associated with margin lending increase during periods of fast market movements, or in cases where collateral is concentrated and market movements occur. During such times, customers who utilize margin loans and who have collateralized their obligations with securities may find that the securities have a rapidly depreciating value and may not be sufficient to cover their obligations in the event of a liquidation. We are also exposed to credit risk when our customers execute transactions, such as short sales of options and equities that can expose them to risk beyond their invested capital.

We expect this kind of exposure to increase with the growth of our overall business. Because we indemnify and hold harmless our clearing houses and counterparties from certain liabilities or claims, the use of margin loans and short sales may expose us to significant off-balance-sheet risk in the event that collateral requirements are not sufficient to fully cover losses that customers may incur and those customers fail to satisfy their obligations. As of June 30, 2024, we had \$1.2 billion in margin lending receivables from our customers. The amount of risk to which we are exposed from the margin lending we extend to our customers and from short sale transactions by our customers is unlimited and not quantifiable as the risk is dependent upon analysis of a potential significant and undeterminable rise or fall in stock prices. As a matter of practice, we enforce real-time margin compliance monitoring and liquidate customers' positions if their equity falls below required margin requirements.

We have a comprehensive policy implemented in accordance with regulatory standards to assess and monitor the suitability of investors to engage in various trading activities. To mitigate our risk, we also continuously monitor customer accounts to detect excessive concentration, large orders or positions, patterns of day trading and other activities that indicate increased risk to us.

Our credit exposure is to a great extent mitigated by our policy of automatically evaluating each account throughout the trading day and closing out positions automatically for accounts that are found to be under-margined. While this methodology is effective in most situations, it may not be effective in situations where no liquid market exists for the relevant securities or commodities or where, for any reason, automatic liquidation for certain accounts has been disabled. We continually monitor and evaluate our risk management policies, including the implementation of policies and procedures to enhance the detection and prevention of potential events to mitigate margin loan losses.

### **Risk related to banking loans recoverability**

Our loan portfolio may be impacted by global, regional and local macroeconomic and market dynamics, including prolonged weakness in GDP, reductions in consumer spending, decreases in property values or market corrections, growing levels of consumer debt, rising or high unemployment rates, changes in foreign exchange or interest rates, widespread health crises or pandemics, severe weather conditions, and the effects of climate change. Economic or market

stresses generally have negative effect on the business landscape and financial markets. Decreases in property values or market adjustments may increase the likelihood of borrowers or counterparties failing to meet their obligations to us, potentially leading to an increase in credit losses.

The main share of our customer loan portfolio is represented by digital mortgage loans issued within the framework of state support programs, funded from the funds of quasi state organizations. We participate in the government mortgage program in which the Kazakhstan government provides funding in the amount of approved mortgages and buys out the mortgages after disbursement with a recourse to the bank in case of default by a borrower. We mitigate our credit risk exposure in this case by our security interest in the financed real estate property. As such, significant rate of mortgage defaults in Kazakhstan could adversely affect our banking operations and the ultimate success of our digital mortgage product.

We reserve for potential credit losses in the future by recording a provision for credit losses through our earnings. This includes the allowance for credit losses based on management's estimates of current expected credit losses over the life of the respective credit exposures. These estimates are based on a review of past events, current conditions, and reasonable forecasts of future economic situations that might influence the recoverability of our loans. Our approach to determining these allowances involves both quantitative methods and a qualitative framework. Within this framework, management uses its judgment to evaluate internal and external risk factors. However, such judgments are inherently subject to the risk of misjudging these factors or misestimating their effects. We cannot guarantee that charge-offs related to our credit exposures will not happen in the future. Market and economic changes could lead to higher default and delinquency rates, adversely affecting our loan portfolio's quality and potentially resulting in higher charge-offs. While our estimates account for current conditions and anticipated changes during the portfolio's lifetime, actual outcomes could be worse than expected, significantly impacting our financial results, condition and cash flows.

For description of credit quality of the loans and other details please see "Note 7 - Loans Issued" in the notes to the condensed consolidated financial statements.

### **Operational Risk**

Operational risk generally refers to the risk of loss, or damage to our reputation, resulting from inadequate or failed operations or external events, including, but not limited to, business disruptions, improper or unauthorized execution and processing of transactions, deficiencies in our technology or financial operating systems and inadequacies or breaches in our control processes including cyber security incidents.

For a description of related risks, see the information under the heading "*Risks Related to Information Technology and Cybersecurity*" in "*Risk Factors*" in Part I Item 1A of the 2024 Form 10-K.

To mitigate and control operational risk, we have developed and continue to enhance policies and procedures that are designed to identify and manage operational risk at appropriate levels throughout the organization and within such departments. We also have business continuity plans in place that we believe will cover critical processes on a company-wide basis, and redundancies are built into our systems as we have deemed appropriate. These control mechanisms attempt to ensure that operational policies and procedures are being followed and that our various businesses are operating within established corporate policies and limits.

### **Legal and Compliance Risk**

We operate in a number of jurisdictions, each with its own legal and regulatory structure that is unique and different from the other. Legal and regulatory risk includes the risk of non-compliance with applicable legal and regulatory requirements and damage to our reputation as a result of failure to comply with laws, regulations, rules, related self-regulatory organization standards and codes of conduct applicable to our business activities. Such non-compliance could result in the imposition of legal or regulatory sanctions, material financial loss, including fines, penalties, judgments, damages and/or settlements, or loss to reputation that we may suffer as a result of compliance failures. These risks include contractual and commercial risk, such as the risk that a counterparty's performance obligations will be unenforceable. It also includes compliance with AML, terrorist financing, anti-corruption and sanctions rules and regulations.

We have established and continue to enhance procedures designed to ensure compliance with applicable statutory and regulatory requirements, such as public company reporting obligations, regulatory net capital and capital adequacy requirements, sales and trading practices, potential conflicts of interest, anti-money laundering, privacy, sanctions and recordkeeping. The legal and regulatory focus on the financial services industry presents a continuing business challenge for us.

Our business also subjects us to the complex income tax laws of the jurisdictions in which we operate, and these tax laws may be subject to different interpretations by the taxpayer and the relevant governmental taxing authorities. We must make judgments and interpretations about the application of these inherently complex tax laws when determining the provision for income taxes.

### **Country Risk**

The Russia-Ukraine conflict has led to disruptions in financial markets that has negatively impacted the global economy and created significant uncertainty. The Russia-Ukraine conflict has resulted in the imposition by many countries of economic sanctions and export controls against certain Russian industries, companies and individuals. In response, Russia has implemented its own countermeasures against countries, businesses and investors deemed "unfriendly." Partly as a result of the effects of the Russia-Ukraine conflict, businesses worldwide have experienced shortages in materials and increased costs for transportation, energy and raw materials. The continuation or escalation of the Russia-Ukraine conflict or other hostilities presents heightened risks relating to cyberattacks, supply chain disruptions, higher interest rates and greater frequency and volume of failures to settle securities transactions, as well as increase financial market volatility. The extent and duration of the war, sanctions and resulting market disruptions, as well as the potential adverse consequences for our business, liquidity and results of operations, are difficult to predict.

### **Effects of Inflation**

Because our assets are primarily short-term and liquid in nature, they are generally not significantly impacted by inflation. The rate of inflation does, however, affect our expenses, including employee compensation, communications and information processing and office leasing costs, which may not be readily recoverable from our customers. To the extent inflation results in rising interest rates and has adverse impacts upon securities markets, it may adversely affect our results of operations and financial condition.

**Item 4. Controls and Procedures**

*Evaluation of Disclosure Controls and Procedures*

As of the end of the period covered by this quarterly report on Form 10-O, our management, under the supervision and with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures. Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) are designed to provide reasonable assurance that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the U.S. Securities and Exchange Commission’s rules and forms and that such information is accumulated and communicated to the company’s management, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of June 30, 2024 our disclosure controls and procedures were effective.

*Changes in Internal Control over Financial Reporting*

During the quarter ended on June 30, 2024, there was no change in internal control over financial reporting (as defined in Rule 13a-15(f) or Rule 15d-15(f) under the Exchange Act) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II - OTHER INFORMATION**

**Item 1. Legal Proceedings**

The information required to be set forth under this heading is incorporated by reference from Note 22, Commitments and Contingencies, to the interim Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

**Item 1A. Risk Factors**

We believe that there have been no material changes from the risk factors previously disclosed in “Risk Factors” in our 2024 Form 10-K.

**Item 5. Other Information**

During the period covered by this quarterly report, none of the Company’s directors or executive officers has adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K under the Securities Exchange Act of 1934).

**Item 6. Exhibits**

The following exhibits are filed or furnished, as applicable:

<b>Exhibit No.</b>	<b>Exhibit Description</b>
10.01	<a href="#">Employment Agreement dated April 7, 2023 between Freedom Finance Europe Ltd. and Evgeniy Tyapkin</a> †*
10.02	<a href="#">Employment Agreement No. 9 dated February 8, 2018 between Life Insurance Company "Freedom Life" Joint Stock Company (formerly, Life Insurance Company "Asia Life" Joint Stock Company) and Azamat Yerdessov</a> †*
10.03	<a href="#">Supplementary Agreement dated January 3, 2024 to an Employment Agreement No. 9 dated February 8, 2018 between Freedom Finance Life Joint Stock Company and Azamat Yerdessov</a> †*
10.04	<a href="#">Employment Agreement No. 19-68 dated April 15, 2019 between Freedom Finance Joint Stock Company and Aidos Zhumagulov</a> †*
10.05	<a href="#">Supplementary Agreement dated May 16, 2022 to an Employment Agreement No. 19-68 dated April 15, 2019 between Freedom Finance Joint Stock Company and Aidos Zhumagulov</a> †*
10.06	<a href="#">Supplementary Agreement dated April 3, 2023 to an Employment Agreement No. 19-68 dated April 15, 2019 between Freedom Finance Joint Stock Company and Aidos Zhumagulov</a> †*
10.07	<a href="#">Outstaffing Agreement dated May 28, 2024 between Freedom Holding Corp. and JMK Management Services Corp. for the services of Jason Kerr to act as the Chief Legal Officer of Freedom Holding Corp.</a> †*
10.08	<a href="#">Employment Agreement No. 1 dated January 5, 2024 between Freedom Telecom Operations Limited Liability Partnership and Kairat Akhmetov</a> †*
10.09	<a href="#">Employment Agreement No. 1 dated August 21, 2023 between Freedom Finance SPC LTD. and Kairat Akhmetov</a> †*
10.10	<a href="#">Employment Agreement No. 2 dated May 11, 2023 between Freedom Horizons Limited Liability Partnership and Kairat Kelimbetov</a> †*
10.11	<a href="#">Restricted Stock Award Agreement dated March 1, 2024 between Freedom Holding Corp. and Azamat Yerdessov</a> *
10.12	<a href="#">Restricted Stock Award Agreement dated March 1, 2024 between Freedom Holding Corp. and Aidos Zhumagulov</a> *
10.13	<a href="#">Restricted Stock Award Agreement dated October 06, 2022 between Freedom Holding Corp. and Azamat Yerdessov</a> *
10.14	<a href="#">Restricted Stock Award Agreement dated May 18, 2021 between Freedom Holding Corp. and Aidos Zhumagulov</a> *
10.15	<a href="#">Minutes No. 1/2018 of extraordinary general meeting of shareholders of Life Insurance Company "Freedom Life" Joint Stock Company (formerly, Life Insurance Company "Asia Life" Joint Stock Company) dated March 19, 2018</a> †*
10.16	<a href="#">Minutes No. 05/14 of meeting of the board of directors of Freedom Finance Joint Stock Company dated May 14, 2024</a> †*
10.17	<a href="#">Employment Agreement No. 23-533 dated November 27, 2023 between Freedom Finance Global PLC and Azamat Yerdessov</a> †*
31.01	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> *
31.02	<a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> *
32.01	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> *
101	The following Freedom Holding Corp. financial information for the periods ended June 30, 2024, formatted in inline XBRL (eXtensive Business Reporting Language): (i) the Cover Page; (ii) the Condensed Consolidated Balance Sheets, (iii) the Condensed Consolidated Statements of Operations and Statements of Other Comprehensive Income, (iv) the Condensed Consolidated Statements of Stockholders' Equity, (v) the Condensed Consolidated Statements of Cash Flows, and (vi) the Notes to the Condensed Consolidated Financial Statements.*
104	Cover page formatted in inline XBRL (included in Exhibit 101). *

\* Filed herewith.

† Certain portions of this document that constitute confidential information have been redacted in accordance with Item 601(a)(6) and Item 601(b)(10) of Regulation S-K.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**FREEDOM HOLDING CORP.**

Date: August 9, 2024

/s/ Timur Turlov

Timur Turlov  
Chief Executive Officer

Date: August 9, 2024

/s/ Evgeniy Ler

Evgeniy Ler  
Chief Financial Officer



Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K

## EMPLOYMENT CONTRACT

This Employment Contract, dated 07, April 2023 (hereafter: the “Contract”), is made by and between:

**FREEDOM FINANCE EUROPE LTD, HE 324220**, a Limited Liability Company, duly incorporated under the laws of the Republic of Cyprus, having its registered office at Christaki Kranou 20, Freedom Tower, 5th floor, 4041 Germasogeia, Limassol, Cyprus (hereafter: the “Employer”),

and  
**Mr. Evgenii Tiapkin**, having passport of [\*\*] (hereafter: the “Employee”).

The Employer and the Employee are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

The Employee is willing to be employed by Employer, and the Employer is willing to employ Employee, on the terms, covenants, and conditions set forth in this Contract.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Contract, the Parties agree as follows:

### 1. POSITION AND DUTIES

1.1. The Employee shall be employed in the capacity of **Executive Director**, which the current duties and responsibilities of which are set out in Appendix 1, forming part of this Contract. These duties and responsibilities may be amended from time to time in the sole discretion of the Employer, subject to formal notification of the same being provided to the Employee.

1.2. The Employee shall obey the lawful orders of the Senior Management of the Company and shall comply with all the Company’s written rules, regulations, policies, and procedures.

### 2. TERMS AND TERMINATION

2.1. **The Contract will be concluded for a period of 3 (three) years** unless the Contract will be terminated by either party as per paragraphs 2.6 – 2.7 of this Contract.

2.2. The employment of the Employee shall commence on the date of the conclusion of the Contract, or the employment of the Employee shall commence upon obtaining the working permit (next date after work permit application submitted to the Civil Registry and Migration Department of the Republic of Cyprus, if applicable).

2.3. The Employee shall not be allowed to change Employer during the validity of this contract and his/her Work Permit (if applicable) in accordance with the applicable laws of the Republic of Cyprus.

2.4. The Employee shall not at any time be guilty of any act or conduct which may cause damage, according to the judgment of the Employer, to hi/her property/interest or reputation, and shall in all respects and all times conduct himself/herself with propriety and decorum, and in particular shall obey and comply with all the law, rules and regulations for the time being in force in the Republic of Cyprus.

2.5. The Employee confirms that he has disclosed fully to the Employer all circumstances in respect of which there is, or there might be, a conflict of interest between the Employer and the Employee or his/her immediate relatives, and the Employee agrees to disclose fully to the Employer any such circumstances which may arise during the term of this Contract.

2.6. Each party may terminate this Contract under the terms and conditions provided by the Termination of Employment Law, 1967 and may be terminated by either party by written notice of 30 (thirty) days given to the other Party. In such case, the Employer shall pay to the Employee all arrears of salary and the Employee shall accept the same in full discharge of all claims whatsoever. If any of the Parties to the Contract violates any of its terms and conditions, the other Party has the right to claim damages.

2.7. The Employer shall be entitled to terminate this Contract without notice in any of the following cases:

- a) The Employee commits any material breach of this Contract;
  - b) In the event of serious misconduct or negligence of duty by the Employee;
-

- c) The Employee becomes of unsound mind;
- d) The Employee is convicted of a criminal offence or carried out any action or neglects, which in the reasonable opinion of the Company's Directors may seriously damage the interests of the Employer.

2.8. Upon termination of the Contract for whatever reason, the Employee shall deliver to the Employer all computers, laptops, hardware, software, records, reports, research, books, documents, computer files, printouts, and other data, documents, other property belonging to the Employer.

### **3. SALARY, PAYMENTS, AND BENEFITS**

3.1. The Employee is entitled to the **Gross** monthly salary not less than EUR 31000 (Thirty-one thousand), (12 x 31000 = 372000 Gross per year); salary is payable on the last day of each month, including, among others, social insurance contributions, special contributions and income tax that are deducted as per the Laws of Cyprus. Monthly Gross salary is affected by regular changes in Social Insurance contribution rates, the introduction of National Health System rates, and income tax rates. Furthermore, the Company shall be obliged to pay any other governmental taxes/contributions, which might be imposed from time to time.

3.2. The **Net** monthly salary is agreed at the amount of **EUR 20000** (the Salary).

#### **3.3. REMUNERATION**

In addition to the salary, for all the Employees may receive a performance remuneration of employment with the Company under the Contract equal to an amount to be determined by the Executive Director.

#### **3.4. BONUS**

From time to time Company may at its sole discretion give a bonus to the Employee based on the Company's performance at the end of each calendar year. The amount of such Bonus if any payable to determine by the Executive Director.

### **4. PROBATION PERIOD**

The parties agree that there is no probationary period.

### **5. PLACE OF WORK**

The Employee's usual place of work will be at the business address of the Company: Christaki Kranou 20, Freedom Tower, 5th floor, 4041 Germasogeia, Limassol, Cyprus (or any other address in Limassol) but at the Employer's request, the Employee shall be obliged to attend or work at any other places in Cyprus, as may be required from time to time, should the needs arise from the performance of his/her duties under this Contract.

### **6. HOURS OF WORK, ANNUAL LEAVE, AND FRINGE BENEFITS**

#### **6.1. HOURS OF WORK**

The Employee's normal working hours will be 40 hours per week as follows: Monday – Friday: 09:00 – 18:00 with 1 (one) hour lunch break, which will be flexible but should be between 12:00 – 15:00.

#### **6.2. ANNUAL LEAVE**

The Employee shall be entitled to 21 (twenty-one) working days annual leave with full pay, in accordance with the Annual Leave Laws of 1967 to 2002, as amended.

Annual leave should be requested no later than 8 (eight) working days (1.5 calendar weeks) from the proposed vacation date.

The minimum recommended period of leave to be a 5 (five) working days (1 calendar week). The maximum period of leave must be a 10 (ten) working days (2 calendar weeks).

Annual leave is proposed to be by the following formula: 2 + 2 (weeks) or 2+1+1(weeks), another leave format can be requested with the personal permission of the Executive Director.

#### **6.3. PUBLIC HOLIDAYS**

Public holidays in accordance with applicable law have been substituted by the Employer for alternative days off, equal to 12 (twelve) days plus any days off as Employer sees fit. The Employee can take 1 (one) additional weekend day per month - 12 (twelve) additional days per year, having received the approval of the Employer in advance.

#### **6.4. SICK LEAVE**

The Employee is annually entitled to days sick leave with pay. If the Employee is unable to attend his/her employment as a consequence of illness or other unexpected causes, he/she must inform the Employer of the cause of his/her absence on the same day. In the event of the Employee's absence through illness extending to more than 3 (three) working day then the Employee shall furnish the Company with a medical report from an approved physician according to the Republic of Cyprus Legislation.

If the illness continues for over 3 (three) months the Employer may terminate the Contract.

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The Employer reserves the right to modify any policies for paid time off.

#### **7. SEVERABILITY AND MODIFICATION OF CONTRACT**

Each paragraph of this Contract shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the Contract. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Contract. Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **8. CONFIDENTIALITY AND TRADE SECRETS**

During the term of this Contract, as well as upon its termination, the Employee shall not use, directly or indirectly, any information or data, which constitutes commercial, technical, or financial secrets of the Employer or its clients otherwise than for the performance of the duties under this Contract. The Employee shall not disclose to any third party the content of such information or data. The Employee shall keep in secret all information used by the Company and pertaining to the business of the Company, including, but not limited to any information related to business plans, development plans and strategies, commercial negotiations, transactions, financial and economic situation, as well as other similar circumstances, including, but not limited to:

- a) Information pertaining to the salary of the Executive Director;
- b) Remuneration and a bonus payable at the end of each calendar year and salaries other Employees of the Company;
- c) The contents of any contract concluded by the Company;
- d) Computer hardware, software, IT and data base systems;
- e) Security systems and elements of security systems (security codes);
- f) Accounting source documents, consolidated documents, and registers;
- g) Client database;
- h) Trade secrets.

This paragraph of the Contract shall survive and continue in full force in accordance with the terms notwithstanding any termination of this Contract.

The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right that the Employer is entitled to protect.

Accordingly, the Employee covenants and agrees with the Employer that the Employee will not, during the continuance of this Contract, disclose any of such confidential information to any person, firm or corporation, nor shall Employee use same, except as required in the normal course of Employee's engagement hereunder, and thereafter he/she shall not disclose or make use of the same.

In case of violation of Section 3 this Contract of Employment may be terminated at the sole discretion of the Employer.

#### **9. GDPR**

Herewith the Employer informs Employee that in accordance with the requirements of GDPR the Employer will:

- a) Comply with both the law and good practice;
  - b) Respect individuals' rights under GDPR;
  - c) Be open and honest with individuals whose data is held;
  - d) Provide training and support for staff who handle personal data, so that they can act confidently and consistently.
- By signing this Contract, Employee duly understand that and consents to such information being collected for the purposes described above.

#### **10. AGREEMENTS OUTSIDE OF THE CONTRACT**

This Contract contains complete terms and conditions concerning the employment arrangement between the Parties and shall, as of the effective date of this Contract, supersede all other agreements between the parties unless duly signed by both Parties. Each of the Parties acknowledges that has relied on its own judgment in entering into this Contract. This Contract may be modified at any time, provided the written consent of both the Employer and the Employee.

#### **11. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**

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In spite of anything contained in this Contract to the contrary, Employee shall not have the right to commit to any contracts or commitments for or on behalf of Employer without first obtaining express written consent of Employer.

**12. ASSIGNMENT (TRANSFER OF CONTRACT OF EMPLOYMENT)**

This Contract shall be assigned by the Employer to any successor Employer and be binding upon the successor Employer with the consent of the Employee. The Employer shall ensure that the successor Employer shall continue the provisions of this Contract as if it was the original party of the Contract. This Contract may not be assigned by the Employee.

**13. MISCELLANEOUS PROVISIONS**

13.1. The validity, interpretation, construction and performance of this Contract shall be governed by the Republic of Cyprus Employment laws and its Regulations.

13.2. In issues not regulated in this Contract, the Parties shall be guided by the laws of the Republic of Cyprus.

13.3. Any disputes arising from this Contract shall be resolved by negotiations between the Parties. In the event that resolution is not reached, the dispute shall be resolved according to the rules stipulated by applicable law of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have sole and exclusive jurisdiction for such a dispute.

13.4. Amendments to this Contract may be made upon a written agreement by the Parties, which constitute an inseparable part of this Contract, upon their signing by both Parties.

13.5. This Contract is made in 3 (three) counterparts, one original for each Party and one original for Civil Registry and Migration Department.

**14. SIGNATURES OF THE PARTIES**

On behalf of the Employer

On behalf of the Employee

/s/ Denis Matafonov  
Denis Matafonov, Executive Director  
(seal)

/s/ Evgenii Tiapkin  
(personal signature)

(stamp duty payment stamp)

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## **APPENDIX 1**

### **Duties and Responsibilities**

#### **Executive Director**

The major duties and responsibilities of the Executive Director are:

- Formulation and implementation of the corporate strategy of the Company
- General management of the Company
- Overall supervision that the Company's policies, arrangements and procedures put in place to comply with the obligations under the Law and the Directives are implemented and followed. Review the effectiveness of the above and in case of deficiencies takes appropriate measures.
- Human resource management, including staff training and development.
- Overall supervision to ensure that the conflict of interest policies and procedures are followed by all members of staff
- Overall supervision to ensure that Money Laundering policies and procedures are followed by all members of staff
- Overall supervision to ensure that the Company maintains an adequate system of internal controls
- Ensure that the targets and strategic policy objectives of the Company are adequately determined and communicated to all members of staff
- Preparation and presentation to the Board of Directors, of all financial and business reports
- Liaise with the relevant authorities regarding the operations of the Company
- Responsible for updating the staff of any changes in the legislation regulations and the Company's Procedures Manual, which each staff member receives and undertakes to study together with the Code of Business Conduct for Investment Firms and the Natural Persons Employed by them
- Determination, evaluation and efficient management of the risks inherent in the provision of the investment services
- Ensure that adequate policies and procedures, to detect any risk of failure by the Company to comply with its obligations under the Law, as well as the associated risks, have been established, implemented and are maintained. For these purposes, the Company will take into account the nature, scale and complexity of the business of the Company, and the nature and range of investment services and activities undertaken in the course of that business.

The duties and responsibilities for the position of the Executive Director as described from time to time in Company's Internal Operation Manual (IOM).

Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**EMPLOYMENT CONTRACT No. 9**

city of Almaty

February 8, 2018

Life Insurance Company “Asia Life” JSC (certificate of state registration of a legal entity No. 7931-1910-01-AO, issued by the Department of Justice of Bostandyk District of the Department of Justice of Almaty city on September 4, 2014, BIN 140940003807), located at the address: Almaty city, Al-Farabi Ave., Building 17/1, 5B Nurly-Tau Polyfunctional Centre, 10th floor, office No. 17, hereinafter referred to as the Employer or the Company, represented by R.M. Medetov, Acting Chairman of the Management Board, acting on the basis of orders No. 066-P dated July 3, 2017, and No. 22-k dated February 6, 2018 and the legislation of the Republic of Kazakhstan, on the one part, and Mr.

Surname YERDESSOV

First name AZAMAT

Patronymic DZHANSULTANOVICH

Date of birth [\*\*\*] [\*\*\*] [\*\*\*]  
day month year

Type of document \_\_\_\_\_ + \_\_\_\_\_ - \_\_\_\_\_  
Identity Card Passport

Series Number [\*\*\*]

Issued on [\*\*\*] [\*\*\*] [\*\*\*]  
day month year

Issued by [\*\*\*]

Individual Identification Number [\*\*\*]

Permanent residence address and information on registration at the place of residence

(city, town, village) [\*\*\*]

Street [\*\*\*]

Building No. [\*\*\*] Apartment No. [\*\*\*] Telephone [\*\*\*]

hereinafter referred to as the Employee, on the other part, have entered into this Employment Contract (hereinafter referred to as the Contract) as follows:

**ARTICLE 1. SUBJECT OF THE CONTRACT**

1.1. Under this Contract, the Employee undertakes to personally perform the work (employment function), comply with the Code of Labor Conduct, and the Employer undertakes to provide the Employee with work for the employment labor function, ensure the working conditions stipulated by this Code, the laws of the Republic of

Kazakhstan and other regulatory legal acts of the Republic of Kazakhstan, the Collective Agreement, acts of the Employer, and pay the Employee wages on time and in full.

The Employer provides, and the Employee agrees to perform employment functions (work in a degree field, profession, qualification or position (employment function)):

#### Advisor to the Chairman of the Management Board

1.2. Work under this Contract is the Employee's part-time work

1.3. Work location: City of Almaty

1.4. The employee:

1) is established a probationary period:

not established;

established, for a period up to April 7, 2018.

1.5. Upon expiration of the probationary period, the Employer has the right to test the Employee for knowledge of the legislation of the Republic of Kazakhstan, acts of the Employer, other regulatory acts related to the activities of the Employer and directly related to the performance by the Employee of employment duties under this Contract.

1.6. In case of a negative result of the Employee's work during the probationary period, the Employer has the right to terminate this Contract, notifying him in writing, indicating the reasons that served as the grounds for termination of the Employment Contract.

1.7. If the probationary period has expired and neither party has requested termination of this Contract, the Employee is considered to have passed the probationary period.

#### **ARTICLE 2. DURATION OF THE CONTRACT**

2.1. This Contract is entered into (tick the appropriate box):

for an indefinite period;

for a specified period of at least one year from February 08, 2018 to February 07, 2019;

for the duration of the work;

for the duration of replacing a temporarily absent employee;

with the Head of the Executive Body of a Legal Entity (Director) for a period established by the laws of the Republic of Kazakhstan, constituent documents or agreement of the parties:

2.2. Employment commencement date: February 08, 2018

#### **ARTICLE 3. WORK AND REST SCHEDULE**

3.1. The Employee is assigned a 5-day workweek with two days off (Saturday, Sunday).

3.2. In order for the Employee to perform his duties, he is assigned an eight-hour working day, the start of the working day at 9-00 AM and the end at 18-00 PM; a break for rest and meals: 13-00 to 14-00 PM.

3.3. Involving the Employee in overtime work is allowed only with the written consent of the Employee, with the exception of cases provided for in clause 2 of Article 77 of the Labor Code of the Republic of Kazakhstan.

3.4. Involving the Employee in work at night, on weekends and holidays is allowed subject to the conditions determined by the Labor Code of the Republic of Kazakhstan.

3.5. The Employee is given two days off per week - Saturday and Sunday. The first day of Kurban-Ait, celebrated according to the Muslim calendar, January 7 — Orthodox Christmas are also days off, regardless of the applied work schedules and shift schedules (watch schedules).

3.6. An employee on a business trip uses days off in accordance with the work schedule of the employer to whom he is sent.

3.7. Work on weekends and holidays is permitted with the written consent of the employee or at his request on the basis of an act of the employer, with the exception of cases provided for in Article 86 of the Labor Code of the Republic of Kazakhstan, and employees working according to a shift schedule (watch schedule).

For work on weekends and holidays, the Employee, at his request, is granted another day off or is paid in the amount specified in Article 109 of the Labor Code of the Republic of Kazakhstan.

3.8. The Employee is granted a daily break for rest and meals lasting 1 hour, from 13:00 to 14:00 PM.

3.9. The Employee is granted the following types of leave:

1) paid annual leave:

a) main paid annual leave.

2) social leave:

a) unpaid leave;

b) study leave;

c) maternity leave, leave due to the adoption of a newborn child (children);

d) baby care unpaid leave until baby reaches the age of three.

The period of being on social leave is counted towards the employment history, unless otherwise provided by the laws of the Republic of Kazakhstan.

The provision of leave is executed by an act of the Employer.

3.10. The Employee shall be granted a main paid annual leave with retention of the job (position) and average salary for a period of 24 calendar days, unless a greater number of days is provided for by the Employer's acts.

3.11. Paid annual leave to the Employee for the first and subsequent years of work, by agreement of the parties, shall be granted at any time of the working year.

By agreement between the Employee and the Employer, paid annual leave may be divided into parts. In this case, one of the parts of the paid annual leave shall be at least two calendar weeks of the duration of the leave stipulated in this Contract.

The order for granting paid annual leave to employees shall be determined annually in accordance with the leave schedule approved by the Employer taking into account the opinion of the employees, or shall be established outside the leave schedule by agreement of the parties.

In the event of a change in the leave schedule due to production needs, the Employer shall notify the Employee of this at least two weeks before the start of the leave.

3.12. Paid annual leave is transferred, extended, interrupted in the cases and according to the procedure established in Articles 94 and 95 of the Labor Code of the Republic of Kazakhstan, subject to the requirements of clause 3 of Article 94 of the Labor Code of the Republic of Kazakhstan. Granting leave, transferring or recalling from paid annual leave shall be executed by an act of the Employer.

3.13. Payment for annual leave is made no later than three working days before its start, and in the case of granting leave outside the leave schedule - no later than three working days from the date of its granting.

3.14. Paid annual leave with subsequent termination of the employment contract due to the expiration of its term may be granted in the event that the leave time fully or partially extends beyond the term of the employment contract. The day of termination of the employment contract due to the expiration of its term is considered to be the last day of paid annual leave. Upon termination of this Contract, an Employee who has not used or has not fully used paid annual leave (paid annual leaves) shall be paid a compensation for the unused days of paid annual leave (paid annual leaves).

3.15. By agreement of the parties to this Contract, based on the Employee's application, he may be granted an unpaid leave, the duration of which is determined by agreement between the Employee and the Employer.

Based on written notice from the Employee, the Employer shall be obliged to grant an unpaid leave for up to five calendar days in the event of:

- 1) marriage registration;
- 2) birth of a child;
- 3) death of close relatives;
- 4) in other cases stipulated by the Contract.

#### **ARTICLE 4. AMOUNT AND OTHER CONDITIONS OF REMUNERATION**

4.1. The Employee, in accordance with the staff schedule approved by the Employer, is assigned a monthly official salary, the amount of which is specified in the Annex No. 1 to this Contract. The Employer may establish a monthly bonus remuneration to the Employee's official salary. The procedure for establishing and applying the monthly bonus remuneration is determined by the Employer's internal acts.

4.2. Overtime work is paid at no less than one and a half times the rate, based on the Employee's daily (hourly) rate. By agreement of the parties, hours of rest may be provided for overtime work at a rate of no less than one hour of rest for one hour of overtime work.

4.3. Payment for work on holidays and weekends is made at no less than one and a half times the rate, based on the Employee's daily (hourly) rate.

4.4. Each hour of work at night is paid at no less than one and a half times the daily (hourly) rate of the Employee.

4.5. An Employee who performs additional work in another or the same position or the duties of a temporarily absent employee without being relieved of his main work, in the same organization in addition to his main work stipulated by this Contract, shall be paid a supplement. Additional work assigned to Employees may be performed by:

- 1) positions overlapping - performing by the employee, in addition to his main job, stipulated by the employment contract (job description), additional work in another vacant position;



2) expanding service areas - performing by the employee, in addition to his main job, stipulated by the employment contract (job description), additional work in the same vacant position during the established duration of the working day (shift);

3) performing (substituting for) the duties of a temporarily absent employee - performing by the employee, in addition to his main job, stipulated by the employment contract (job description), additional work in both another and the same position.

No additional payment shall be made to employees for performing (substituting for) the duties of a temporarily absent employee if replacing a temporarily absent employee is included in the employment duties of the replacement employee.

The amount of additional payment for overlapping positions, expanding the service area or performing (substituting for) the duties of a temporarily absent employee shall be established by the employer by agreement with the Employee based on the volume of work performed.

4.6. The procedure for registration of downtime and the terms of payment for downtime due to reasons beyond the control of the Employer and the Employee shall be established in an amount not lower than the minimum wage, and due to the fault of the Employer - in an amount not less than fifty percent of the Employee's average wage. Downtime caused by the fault of the Employee shall not be subject to payment.

4.7. Wages are paid in cash in the national currency of the Republic of Kazakhstan at least once a month, no later than the first ten days of the following month.

Date of payment of wages: First day of the following month.

4.8. If the day of payment of wages coincides with a weekend or holiday, payment is made on the day before them.

4.9. Wages are paid by crediting to the Employee's card account.

4.10. When paying wages, the Employer is obliged to notify the Employee in writing or electronically on a monthly basis about the components of the wages due to him for the relevant period, the amounts and grounds for deductions made, including information on withheld and transferred mandatory pension contributions, as well as the total amount of money payable.

4.11. Upon termination of this Contract, payment of the amounts due to the Employee from the Employer shall be made no later than three working days after its termination.

4.12. If the Employer fails to pay wages in full and within the time limits established by the Employment Contract, the Employer shall be liable in accordance with the laws of the Republic of Kazakhstan. The employer shall pay the Employee the debt and a penalty for the period of delay in payment. The amount of the penalty shall be calculated based on the official refinancing rate of the National Bank of the Republic of Kazakhstan, on the day of fulfillment of the obligations to pay wages, and shall be accrued for each overdue calendar day, starting from the next day when payments should be made, and ending on the day of payment.

6.2. Deductions from the Employee's salary shall be made by a court decision, as well as in cases stipulated by the laws of the Republic of Kazakhstan and Article 115 of the Labor Code of the Republic of Kazakhstan. Deductions from the Employee's salary to pay off his debt to the Employer may also be made on the basis of an act of the Employer with written notice to the Employee:

1) to pay off unspent and not timely returned monetary amounts issued in connection with a business trip, as well as in the event of failure to provide documents confirming expenses related to the business trip;

2) in cases providing for reimbursement to the Employer of expenses related to the Employee's training, if there is a Training Contract, in proportion to the unworked period of work in case of early termination of the Employment Contract;

3) to reimburse an unearned advance issued to the Employee on account of wages;

4) in cases of transfer or recall of an employee from annual paid leave, with the exception of clause 3 of Article 95 of the Labor Code of the Republic of Kazakhstan;

5) in other cases, with the written consent of the Employee.

When deducting from wages on the basis of several writs of execution, as well as in cases stipulated by the laws of the Republic of Kazakhstan and Article 115 of the Labor Code of the Republic of Kazakhstan, the amount of the monthly deduction may not exceed fifty percent of the wages due to the Employee.

## **ARTICLE 5. WORKING CONDITIONS DESCRIPTION. GUARANTEES AND BENEFITS.**

5.1. Work under this Contract does not involve heavy physical work or work in harmful (extremely harmful) or dangerous (extremely dangerous) working conditions.

5.2. The building where the Employee's workplace is located corresponds to its functional purpose and the occupational health and safety requirements.

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- 5.3. The work equipment complies with the safety standards established for this type of equipment, has appropriate warning signs and is provided with fences or protective devices to ensure the safety of the Employee in the workplace.
- 5.4. Emergency routes and exits from the premises remain free and are led out into the open air or to a safe zone.
- 5.5. During working hours, the temperature, natural and artificial lighting, as well as ventilation in the premises where the workplace is located, correspond to safe working conditions.
- 5.6. An Employee may be allowed to work in hazardous working conditions (dust, gas pollution and other factors) after the Employer has ensured safe working conditions.

## ARTICLE 6. RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

### 6.1. *The Employee shall be obliged to:*

- 6.1.1. conscientiously perform employment duties stipulated by this Contract and the Employer's acts;
- 6.1.2. observe the labor discipline;
- 6.1.3. prevent damage to the Employer's property during work, take good care of the property of the Employer and Employees;
- 6.1.4. comply with the requirements for occupational health and safety, fire safety, industrial safety and occupational sanitation in the workplace;
- 6.1.5. not to disclose information constituting state secrets, official, commercial or other secrets protected by law, which became known to him in connection with the performance of employment duties;
- 6.1.6. report a situation that has arisen that poses a threat to the life and health of people, the safety of the property of the Employer and Employees, as well as the occurrence of downtime;
- 6.1.7. submit documents that are mandatory for entering into this Contract in accordance with the requirements of the Labor Code of the Republic of Kazakhstan;
- 6.1.8. if there is a production need of the Employer, to go on business trips, except for cases stipulated by the Labor Code of the Republic of Kazakhstan;
- 6.1.9. compensate the Employer for damage caused to the extent established by this Contract and the Labor Code of the Republic of Kazakhstan;
- 6.1.10. maintain the workplace in proper condition, and the property provided for the Employee to perform his employment duties in good condition;
- 6.1.11. participate in events and programs held by the Employer related to the performance of the Employee's employment duties;
- 6.1.12. in the event of training at the expense of the Employer, work for the Employer for a period in accordance with the Training Agreement concluded with the Employee individually;
- 6.1.13. pay the Employer in full the costs associated with his training, proportionally to the unworked period of work in the event of early termination of this Contract on his own initiative.
- 6.1.14. when working part-time, promptly notify the Employer of this and provide additional documents (a certificate of the nature and conditions of work at the main place of work - place of work, position, working conditions).
- The list of employment duties of the Employee is determined by the Regulations on departments, job descriptions, decisions of management bodies, orders of the immediate supervisor of the Employee.

### 6.2. *The Employee has the right:*

- 6.2.1. to conclude, amend, supplement, terminate and cancel this Contract in the manner and on the terms stipulated by the Labor Code of the Republic of Kazakhstan;
- 6.2.2. to demand that the Employer fulfill the terms of this Contract;
- 6.2.3. to occupational health and safety;
- 6.2.4. to receive complete and reliable information on the state of working conditions and labor safety;
- 6.2.5. to timely and full payment of wages in accordance with the terms of this Contract;
- 6.2.6. payment for downtime in accordance with the Labor Code of the Republic of Kazakhstan;
- 6.2.7. to rest, including paid annual leave;
- 6.2.8. to association, including the right to create an employee representation body, as well as membership in them, to provide and protect their labor rights, unless otherwise provided by the laws of the Republic of Kazakhstan;
- 6.2.9. to participate through their representatives in collective negotiations and in the development of a draft collective agreement, as well as to become familiar with the signed collective agreement;
- 6.2.10. to be provided with personal and collective protective equipment, special clothing in accordance with the requirements stipulated by the legislation of the Republic of Kazakhstan, as well as labor and collective agreements;
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- 6.2.11. to compensation for harm caused to health in connection with the performance of employment duties;
  - 6.2.12. to compulsory social insurance;
  - 6.2.13. to insurance against accidents in the performance of employment (official) duties;
  - 6.2.14. to guarantees and compensation payments;
  - 6.2.15. to protect their rights and legitimate interests by all means that do not contradict the law;
  - 6.2.16. to equal pay for equal work without any discrimination;
  - 6.2.17. to apply for resolution of an individual employment dispute to a conciliation commission or a court in the manner prescribed by this Code;
  - 6.2.18. to a workplace equipped in accordance with occupational health and safety requirements;
  - 6.2.19. to refuse to perform work if a situation arises that poses a threat to his health or life, with notification of this to the immediate supervisor or representative of the Employer;
  - 6.2.20. to apply to the authorized state labor body and (or) the local labor inspection body for an inspection of occupational health and safety conditions at the workplace, as well as for representative participation in the inspection and consideration of issues related to the improvement of occupational health and safety conditions;
  - 6.2.21. to appeal against the actions (inactions) of the Employer in the field of labor and directly related relations;
  - 6.2.22. to remuneration in accordance with the qualifications, complexity of work, quantity and quality of work performed, as well as working conditions;
  - 6.2.23. to resolution of individual and collective employment disputes, including the right to strike, in the manner established by this Code and other laws of the Republic of Kazakhstan;
  - 6.2.24. to ensuring the protection of personal data stored by the Employer.
- 6.3. The Employee has also other rights and performs other duties stipulated by this Contract and the Labor Code of the Republic of Kazakhstan.

## ARTICLE 7. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 7.1. *The Employer shall be obliged to:*
- 7.1.1. comply with the requirements of the labor legislation of the Republic of Kazakhstan, agreements, the collective agreement, this Contract, and acts issued by it;
  - 7.1.2. require, upon hiring, the documents necessary for entering into an Employment Contract, in accordance with Article 32 of the Labor Code of the Republic of Kazakhstan;
  - 7.1.3. exercise internal control over occupational health and safety;
  - 7.1.4. provide the Employee with work stipulated by the Contract;
  - 7.1.5. promptly and in full pay the Employee wages and other payments stipulated by the regulatory legal acts of the Republic of Kazakhstan, labor, collective agreements, and acts of the Employer;
  - 7.1.6. familiarize the Employee with the Code of Labor Conduct, other acts of the Employer that are directly related to the work (employment function) of the Employee, and the collective agreement;
  - 7.1.7. consider proposals from employee representatives and provide employee representatives with complete and reliable information necessary for conducting collective negotiations, concluding collective agreements, and monitoring their implementation;
  - 7.1.8. conduct collective negotiations in the manner established by this Code, conclude a collective agreement;
  - 7.1.9. provide the Employee with working conditions in accordance with the labor legislation of the Republic of Kazakhstan and this Agreement;
  - 7.1.10. provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of employment duties, at their own expense;
  - 7.1.11. comply with the instructions of state labor inspectors;
  - 7.1.12. suspend work if its continuation creates a threat to the life or health of the Employee or other persons;
  - 7.1.13. implement compulsory social insurance of employees;
  - 7.1.14. insure the Employee against accidents in the performance of his or her employment (official) duties;
  - 7.1.15. provide the Employee with a paid annual leave;
  - 7.1.16. ensure the safety and submission to the state archive of documents confirming the Employee's employment activity, and information on the withholding and deduction of money for pension provision;
  - 7.1.17. warn the Employee about harmful and (or) hazardous working conditions and the possibility of occupational disease;
  - 7.1.18. take measures to prevent risks in the workplace and in technological processes, carry out preventive work taking into account industrial and scientific-technical progress;
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- 7.1.19. maintain records of the working time, including overtime work, in harmful and (or) hazardous working conditions, in heavy work performed by the Employee;
- 7.1.20. provide information to the authorized body on employment issues in accordance with the requirements of the legislation of the Republic of Kazakhstan on employment of the population;
- 7.1.21. compensate for harm caused to the life and health of the Employee, in the performance of his employment (official) duties in accordance with the Labor Code and other laws of the Republic of Kazakhstan;
- 7.1.22. allow officials of the authorized state labor body and the local labor inspection body, the Employee's representative, technical labor protection inspectors to conduct inspections of the state of safety, working conditions and labor protection in organizations and compliance with the legislation of the Republic of Kazakhstan, as well as to investigate accidents related to employment activities and occupational diseases;
- 7.1.23. collect, process and protect the employee's personal data in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection.

**7.2. The Employer has the right:**

- 7.2.1. to demand that the Employee comply with the terms of this Contract, Code of Labor Conduct and other acts of the Employer;
  - 7.2.2. to create and join associations for the purpose of representing and protecting their rights and interests;
  - 7.2.3. to periodically (in accordance with the internal acts of the Employer and the legislation of the Republic of Kazakhstan) conduct an assessment/certification of the professional knowledge, skills of the Employee, as well as testing the Employee for knowledge of the legislation of the Republic of Kazakhstan regulating the activities of the Employer, acts of the Employer, other legislative acts of the Republic of Kazakhstan, and directly related to the performance by the Employee of his employment duties. When conducting certification, which may serve as grounds for dismissal of the Employee in accordance with labor legislation, a member of the commission from the representatives of employees shall be included in the certification committee;
  - 7.2.4. to amend, supplement, terminate and cancel this Contract with the Employee in the manner and on the grounds established by the Labor Code of the Republic of Kazakhstan and this Contract;
  - 7.2.5. to issue acts of the Employer within the limits of their authority;
  - 7.2.6. to require the Employee to fulfill the terms of this Contract, Code of Labor Conduct, and other acts of the Employer;
  - 7.2.7. to encourage the Employee, impose disciplinary sanctions, hold the Employee financially liable in the cases and manner stipulated by the Labor Code of the Republic of Kazakhstan and this Contract;
  - 7.2.8. to compensate for damage caused by the Employee in the performance of employment duties;
  - 7.2.9. to go to court in order to protect their rights and legitimate interests in the field of labor;
  - 7.2.10. to set a probationary period for the Employee;
  - 7.2.11. to reimburse their expenses associated with the training of the Employee in accordance with the Labor Code of the Republic of Kazakhstan;
  - 7.2.12. to provide employees with professional training, retraining and advanced training in accordance with the Labor Code;
  - 7.2.13. to apply for resolution of an individual employment dispute successively to a conciliation commission, a court in the manner prescribed by the Labor Code of the Republic of Kazakhstan.
- 7.3. The employer has also other rights and bears other obligations stipulated by this Contract and the Labor Code of the Republic of Kazakhstan.

#### **ARTICLE 8. PROCEDURE FOR AMENDING AND TERMINATING A CONTRACT**

- 8.1. In connection with changes in the organization of production associated with the reorganization or change in economic, technological conditions, conditions of labor organization and (or) reduction in the volume of work at the employer, it is allowed to change the employee's working conditions while he continues to work in accordance with his field degree or profession corresponding to the qualifications. When changing the working conditions, appropriate additions and amendments shall be made to this Contract.
  - 8.2. The Employer shall be obliged to notify the Employee in writing of a change in working conditions that occurred for the reasons specified in clause 8.1 hereof, no later than fifteen calendar days in advance.  
If the circumstances specified in clause 8.1 hereof may entail a reduction in the number or staff of employees, the Employer has the right to introduce a part-time pattern in order to preserve jobs.
  - 8.3. In the event of a written refusal by the Employee to continue working due to a change in working conditions, the employment contract with the employee shall be terminated on the basis provided for in subparagraph 2) of paragraph 1 of Article 58 of the Labor Code of the Republic of Kazakhstan.
  - 8.4. In cases of a change in the name, departmental identity of the Employer, a change in the owner of shares (participatory interests) of a legal entity, or a reorganization of the Employer - a legal entity, labor relations with the Employee shall continue without changes.
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8.5. The grounds for termination of this Contract are:

- 1) termination of the Contract by agreement of the parties;
- 2) expiration of the Contract;
- 3) termination of the Contract at the initiative of the Employer;
- 4) termination of the Contract at the initiative of the Employee;
- 5) circumstances beyond the control of the parties;
- 6) refusal of the Employee to continue the employment relationship;
- 7) the Employee's transfer to an elective job (position) or his/her appointment to a position that excludes the possibility of continuing the employment relationship,

except for cases stipulated by the laws of the Republic of Kazakhstan;

- 8) violation of the terms of the Contract;
- 9) due to the transfer of the Employee to another employer.

8.6. Termination of the Contract on the grounds specified in clause 8.5. of this section is carried out in accordance with the Labor Code of the Republic of Kazakhstan.

8.7. Termination of the Contract is executed by an act of the employer, with the exception of termination of the employment contract in the event of death (declaration of death or recognition of missing by the court) of the employer - an individual and termination of the employment contract with household employees. The Employer's act shall indicate the reason for termination of the employment contract in accordance with the Labor Code. A copy of the Employer's act on termination of the employment contract is handed to the Employee or sent to him by letter with notification within three working days from the date of issuance of the Employer's act.

8.8. On the day of termination of the employment contract, the Employer shall be obliged to issue a document confirming the employee's employment activity.

8.9. At the request of an Employee (including a former employee), the Employer shall be obliged to issue a certificate within five working days from the date of the request indicating the specialty (qualification, position), hours of work and amount of salary, a reference-recommendation containing information about the employee's qualifications and attitude to work, as well as other documents provided for by this Code.

8.10. In the event of winding-up, bankruptcy of an Employer - a legal entity, termination of the activities of an employer - individual, the Employer shall be obliged, if there is a debt to the Employee, to issue a certificate on the amount of the resulting debt on wages and other payments, duly executed.

#### **ARTICLE 9. GUARANTEES AND COMPENSATION PAYMENTS. THE PROCEDURE FOR THEIR PAYMENT.**

9.1. The Employer shall release the Employee from performing employment duties for the period of his/her involvement in state or public duties in cases stipulated by the laws of the Republic of Kazakhstan, while preserving his/her place of work (position). For the performance of state and public duties, the Employee shall be paid wages at the place of performance of the said duties, but not less than the average wage at the place of work.

9.2. During the period of periodic medical examinations at the expense of the Employer, the Employee who is obliged to undergo them in accordance with the Labor Code of the Republic of Kazakhstan or a collective agreement shall retain his/her place of work (position) and average wage.

9.3. For the Employee who is a donor, during the examination and blood donation, his/her place of work (position) and average wage shall be retained, and other guarantees shall be provided in accordance with the legislation of the Republic of Kazakhstan in the field of healthcare.

9.4. During a business trip, the Employee shall retain his/her place of work (position) and wages for working days falling on the days of the business trip. An Employee sent on a business trip shall be paid:

- 1) daily allowances for calendar days of the business trip, including travel time;
- 2) travel expenses to the destination and back;
- 3) expenses for renting accommodation.

Sending employees under the age of eighteen, pregnant women, and disabled employees on a business trip is permitted if such work is not prohibited for them for medical reasons. However, these employees have the right to refuse to be sent on a business trip.

Employees with children under the age of three, employees caring for sick family members or raising disabled children have the right to refuse to be sent on a business trip if, based on a medical report, disabled children or sick family members require constant care.

9.5. When transferring an Employee to work in another location together with the Employer, the Employer shall be obliged to reimburse the Employee for expenses related to:

- 1) relocation of the Employee and members of his family;
- 2) transportation of the property of the Employee and members of his family.

9.6. By agreement of the parties, when the Employee uses personal property in the interests of the Employer and with his consent, the Employer makes a compensation payment for the use, wear and tear (depreciation) of tools, personal transport, other technical means and the costs of their operation.

9.7. The Employer shall make compensation payments in connection with the loss of employment, in the amount of the average monthly salary in the following cases:

- 1) upon termination of this Contract at the initiative of the Employer in the event of the winding-up of the Employer;
- 2) upon termination of this Contract at the initiative of the Employer in the event of a reduction in the number or staff of employees;
- 3) upon termination of the Employment Contract at the initiative of the Employee in the event of the Employer's failure to fulfill the terms of the Employment Contract.

9.8. The Employer shall make compensation payments in connection with the loss of a job, upon termination of an Employment Contract at the initiative of the Employer in the event of a decrease in the volume of production, work performed and services rendered, which has led to a deterioration in the economic situation of the employer, in the amount of the average salary for two months.

9.9. The Employer shall be obliged to pay the Employee social benefits for temporary disability at his own expense. The basis for the payment of social benefits for temporary disability are the work incapacity certificate issued in the manner approved by the authorized body in the field of health care.

Social benefits for temporary disability shall be paid to the Employee from the first day of disability until the day of restoration of working capacity or until disability is established in accordance with the legislation of the Republic of Kazakhstan. The amount of social benefits for temporary disability is determined by the Government of the Republic of Kazakhstan, the procedure for appointment and payment - by the authorized state body for labor. The Employer has the right to establish additional payments to employees in addition to the amount of social benefits for temporary disability established by the legislation of the Republic of Kazakhstan.

#### **ARTICLE 10. LIABILITY OF THE PARTIES**

10.1. The party to this Contract that has caused damage (harm) to the other party shall compensate it in accordance with the Labor Code of the Republic of Kazakhstan and other laws of the Republic of Kazakhstan.

10.2. Termination of this Contract after damage (harm) has been caused shall not entail the release of the party to the Contract from financial liability to compensate for the damage (harm) caused to the other party.

10.3. Financial liability of a party to this Contract for damage (harm) caused by it to the other party to the Contract shall arise for damage (harm) caused as a result of culpable wrongdoing (action or inaction) and a causal relationship between the culpable wrongdoing and the damage (harm) caused, unless otherwise provided by this Labor Code of the Republic of Kazakhstan and other laws of the Republic of Kazakhstan.

10.4. The Employer shall compensate the Employee for unpaid wages and other payments due to him in the event of an illegal transfer to another job, failure to allow the Employee to the workplace, unilateral change in the terms of the Employment Contract, suspension from work, or termination of the Employment Contract.

10.5. In the event of harm to the life and (or) health of the Employee in connection with the performance of his employment duties, the Employer shall compensate for the harm in the amount and manner stipulated by the legislation of the Republic of Kazakhstan.

10.6. The harm stipulated by clause 10.5 of this Article of the Contract shall be compensated in full in the absence of insurance payments for the Employee, with the exception of the case stipulated in clause 10.7 of this Article of the Contract. In the presence of insurance payments, the Employer shall compensate the Employee for the difference between the insurance amount and the actual amount of harm.

10.7. In the event of harm caused to an Employee related to the establishment of a degree of occupational disability from five to twenty-nine percent inclusive, the Employer shall be obliged to compensate the Employee for lost earnings and expenses caused by damage to his health.

10.8. The amount of expenses caused by damage to health, reimbursed by the Employer during the period of establishing the degree of occupational disability, may not exceed two hundred and fifty monthly calculation indicators established for the relevant financial year by the law on the republican budget, at the time of payment.

Payment for reimbursement of expenses caused by damage to health shall be made on the basis of documents confirming these expenses, submitted by the Employee or the person who incurred these expenses. In this case, expenses that are included in the guaranteed volume of free medical care in accordance with the legislation of the Republic of Kazakhstan in the field of health care shall not be subject to reimbursement.

10.9. The Employee's financial liability for damage caused to the Employer occurs in cases stipulated by this Code, other regulatory legal acts of the Republic of Kazakhstan and acts of the Employer.

10.10. The Employee's liability for damage caused to the Employer is excluded if the damage arose as a result of force majeure or extreme necessity, justifiable defense, as well as the failure of the Employer to fulfill the obligation to ensure proper conditions for the safety of property transferred to the Employee.

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10.11. The Employee shall be obliged to compensate for direct actual damage caused to the Employer.

10.12. Direct actual damage shall be understood to mean a real decrease in the Employer's available property or deterioration of the said property (including the property of third parties located with the Employer, if the Employer is responsible for the safety of this property), as well as the need for the Employer to incur expenses or excess payments for the acquisition or restoration of property.

10.13. It is unacceptable to impose liability on the Employee for such damage that may be classified as a normal operating risk.

10.14. The Employer shall be obliged to create conditions for employees necessary for normal work and ensuring the complete safety of the property entrusted to them.

10.15. The list of positions and jobs held or performed by Employees with whom Agreements on Full Individual or Collective (Joint and Several) Financial Liability for failure to ensure the safety of property and other valuables transferred to employees may be concluded, as well as a Standard Full Financial Liability Agreement shall be approved by an act of the employer.

10.16. Financial liability in the full amount of damage caused to the Employer shall be imposed on the Employee in the following cases:

- 1) failure to ensure the safety of property and other valuables transferred to the Employee on the basis of a written Full Financial Liability Agreement;
- 2) failure to ensure the safety of property and other valuables received by the Employee on condition of accountability under a one-time document;
- 3) causing damage in a state of alcoholic, narcotic or toxic intoxication (their analogues);
- 4) shortage, intentional destruction or intentional damage of materials, semi-finished products, products (outputs), including during their manufacture, as well as tools, measuring devices, special clothing and other items issued by the Employer to the Employee for use;
- 5) violation of the non-compete clause, which resulted in damage to the Employer;
- 6) in other cases stipulated in the Employment Contract or Collective Agreements.

#### **ARTICLE 11. DISPUTE RESOLUTION PROCEDURE**

11.1. The parties shall resolve all disputes arising from this Contract through negotiations.

11.2. If a dispute between the parties is not resolved through negotiations, it shall be resolved in accordance with the Legislation of the Republic of Kazakhstan.

#### **ARTICLE 12. FINAL PROVISIONS**

12.1. This Contract is made in 2 (two) copies: the first copy shall be kept by the Employer; the second copy shall be kept by the Employee.

12.2. All issues not regulated by this Contract shall be resolved in accordance with the current Legislation of the Republic of Kazakhstan.

12.3. In the event of a contradiction between the provisions of this Contract and the requirements of the Labor Legislation of the Republic of Kazakhstan, the Parties shall be guided by the requirements of the Labor Legislation of the Republic of Kazakhstan.

Annexes to the Agreement:

- 1) Amount of Official Salary (Annex 1);
- 2) Full Financial Liability Agreement (Annex 2);
- 3) Non-disclosure obligation regarding information related to commercial and official secrets (Annex 3);
- 4) List of information constituting official (commercial) information (Annex 4).

#### **ARTICLE 13. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES**

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**Employer:**

Life Insurance Company "Asia Life" JSC  
The Republic of Kazakhstan  
Almaty city, Al-Farabi Ave., building 17/1, 5B Nurly-Tau Polyfunctional Centre,  
10th floor, office No. 17  
BIN 140940003807  
in AsiaCreditBank JSC  
BIC LARIKZKA  
Beneficiary Code 15

**Acting Chairman of the Management Board**

/signed/  
**R.M. Medetov**

Seal /The Republic of Kazakhstan, Almaty city, Life Insurance Company "Asia  
Life" Joint-Stock Company

**Employee:**

AZAMAT DZHANSULTANOVICH YERDESSOV

Identity Card No. [\*\*\*]  
Issued by: [\*\*\*]  
Individual Identification Number: [\*\*\*]  
Residential address: [\*\*\*]

/signed/  
Employee's signature

I, A.D. Yerdessov (full name of employee), hereby confirm the receipt of a copy of the Employment Contract No. 9 dated February 8, 2018.

February 8, 2018  
(date)

/signed/  
(signature)

Stamp:  
Numbered, bound and sealed 12 pages

/signed/

Seal /The Republic of Kazakhstan, Almaty city, Life Insurance Company "Asia Life" Joint-Stock Company/



Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**Supplementary Agreement  
to Employment Contract No. 9 dated February 8, 2018**

city of Almaty

January 3, 2024

Life Insurance Company “Freedom Finance Life” JSC (Certificate of state registration of a legal entity No. 7931-1910-01-AO, issued by the Department of Justice of Bostandyk District of the Department of Justice of Almaty city on September 4, 2014, BIN 140940003807), located at the address: Almaty city, Al-Farabi Ave., building No. 77/7, hereinafter referred to as the Employer or the Company, represented by the Chairman of the Management Board A.D. Yerdessov, acting on the basis of the Charter and legislation of the Republic of Kazakhstan, on the one part, and AZAMAT DZHANSULTANOVICH YERDESSOV, Identity Card No. [\*\*\*], issued on [\*\*\*] by [\*\*\*], Individual Identification Number [\*\*\*], hereinafter referred to as the Parties, have entered into this Supplementary Agreement (hereinafter referred to as the Agreement) to the Employment Contract No. 9 dated February 8, 2018 (hereinafter referred to as the Contract) as follows:

- 1 Annex No. 1 to the Contract shall be amended and restated in its entirety to read as follows of Annex No. 1 to this Agreement.
- 2 All other terms of the Contract not affected by this Agreement shall remain unaffected.
- 3 This Agreement shall enter into force on January 3, 2024.
- 4 This Agreement is made in two original copies, each having equal legal force, one for each Party.

**SIGNATURES OF THE PARTIES**

**Employer:**

Life Insurance Company “Freedom Finance Life” JSC  
The Republic of Kazakhstan  
Almaty city, Al-Farabi Ave., building No. 77/7  
BIN 140940003807  
Bank Freedom Finance Kazakhstan JSC  
BIK KSNVKZKA  
Beneficiary Code 15

**Chairman of the Management Board**

/signed/  
A.D. YERDESSOV

**Employee:**

AZAMAT DZHANSULTANOVICH YERDESSOV  
Identity Card No. [\*\*\*]  
Individual Identification Number: [\*\*\*]  
Residential address: [\*\*\*]

/signed/  
Employee’s signature

**Annex No. 1  
to the Employment Contract No. 9 dated February 8, 2018**

**January 3, 2024**

1. The following wages shall be established for the Employee:
  - 1) official salary in the amount of *15,000,000 (fifteen million Tenge 00 tiyn)*
  - 2) allowance in the amount of *5,000,000 (five million Tenge 00 tiyn)*.
2. The allowance shall be paid in accordance with the procedure, under the terms and within the time limits stipulated by the Regulation on Remuneration and Rest of employees of Life Insurance Company “Freedom Finance Life” JSC.
3. This Annex, drawn up in two copies having equal legal force, one for each of the parties, shall be an integral part of Employment Contract No. 9 dated February 08, 2018.
4. This Annex shall enter into force on January 03, 2024.

**Signatures of the Parties**

**Chairman of the Management Board  
Life Insurance Company “Freedom Finance Life” JSC**

**AZAMAT DZHANSULTANOVICH YERDESSOV**  
(full name of the Employee)

/signed/  
**A.D. YERDESSOV**

/signed/

I, A.D. Yerdessov (full name of employee), hereby confirm the receipt of a copy of the Annex No. 1 to Employment Contract No. 9 dated February 8, 2018.

January 3, 2024  
(date)

/signed/  
(signature)

Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**EMPLOYMENT AGREEMENT NO. 19-68**

Almaty April 15, 2019

**Freedom Finance Joint Stock Company**, established in accordance with the laws of the Republic of Kazakhstan, BIN 061140003010, located at the address: Republic of Kazakhstan (the “RK”), Almaty, 77/7 Al-Farabi Ave, n.p. 3a, represented by Mr. Roman Damirovich Minikeyev, Chairman of the Management Board, acting on the basis of the Charter (the “**Employer**” or the “**Company**”), on the one hand, and

*FULL NAME* **Aidos Bolatovich Zhumagulov** (the “**Employee**”)  
*Citizenship* Kazakhstan  
*Address of residence (registration) and address of actual residence* [\*\*\*]  
*Contact phone numbers*  
*cell phone* [\*\*\*]  
*Identification document*  
*ID document No.* [\*\*\*] issued by [\*\*\*] on [\*\*\*]

*IIN RK*  
[\*\*\*]

on the other side,  
hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**” have entered into this employment agreement (the “**Agreement**”) as follows:

**CLAUSE 1. SUBJECT MATTER OF THE AGREEMENT**

1.1. In accordance with the terms of the Agreement, the Employer employs the Employee and entrusts him/her to perform duties as an **Advisor to the Office of the Chairman of the Board of Directors**, with the place of work (the “**Place of Work**”) of the Employer.  
1.2. Place of work: **Office of the Chairman of the Board of Directors**.

**CLAUSE 2. TERM OF THE AGREEMENT**

2.1. **The commencement of the Employee’s employment** duties under this Agreement shall be **April 15, 2019**.  
2.2. This Agreement shall be valid until **April 15, 2020** inclusive or for an indefinite term. Upon expiry of the term of this Agreement, the Parties shall be entitled to extend it for an indefinite or definite term of not less than one year.  
2.3. The Employer shall establish a probationary period of 3 months for the Employee starting from the date specified in Clause 2.1 of this Agreement. The probationary period does not include the days when the Employee was physically absent from the workplace.  
2.4. If the Employee’s performance during the probationary period is not satisfactory, the Employer shall have the right to terminate the Agreement with him by notifying him in writing, stating the reasons that served as the basis for recognizing the Employee as not having passed the probationary period.  
2.5. If the probationary period has expired and neither Party has requested termination of the Agreement, the Employee shall be deemed to have passed the probationary period.

**CLAUSE 3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

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3.1. The rights and obligations of the Parties are determined by this Agreement, acts of the Employer and collective bargaining agreement (if any), as well as the current legislation of the RK.

**3.2. The Employee shall:**

- 1) provide the Employer with the documents stipulated by the legislation of the RK for the conclusion of the Agreement
- 2) perform employment duties in accordance with agreements, this Agreement, collective bargaining agreement (if any), acts of the employer;
- 3) comply with labor discipline, namely, to observe and duly fulfill the obligations established by regulatory legal acts of the RK, agreements executed due to social partnership, this Agreement, collective bargaining agreement (if any), acts of the Employer, constituent documents of the Employer and applicable legislation of the RK;
- 4) comply with the requirements for occupational health and safety, fire safety and industrial sanitation at the workplace;
- 5) treat the Employer's property and use any equipment necessary and (or) given to him for the performance of his official duties with care and for the intended purpose. The Employee is obliged to compensate for the damage caused by the breach of this obligation in accordance with the procedure established by the current legislation of the RK;
- 6) to notify the Employer of any situation that poses a threat to life and health of people, safety of the Employer's and employees' property, as well as the occurrence of downtime;
- 7) The Employee acknowledges that any willful failure to comply with or gross violation of the requirements set forth in this Agreement, as well as persistent or single violations causing loss and damage to the business or property of the Employer, may result in the Employee being subject to disciplinary action by the Employer or termination of the Agreement in accordance with the applicable laws of the RK;
- 8) not to disclose any information constituting official, commercial or other secret protected by law, which became known to him in connection with the performance of employment duties, including to comply with the requirements of Clause 4 of the Agreement;
- 9) compensate the Employer for the damage caused to the Employer within the limits established by the Labor Code and the laws of the RK, as well as the Non-Competition Contract (Agreement) and other agreements signed by the Parties;
- 10) after completion of professional training, retraining and advanced training at the Employer's expense, to work for the Employer for the period agreed upon in the training agreement. If Employee terminates the Agreement before the term established by the training agreement at the Employee's initiative or at the Employer's initiative due to the Employee's fault, the Employee shall reimburse the Employer for the costs related to his training in proportion to the unworked period of work;
- 11) in case any of his personal data is changed, not later than 10 (ten) working days from the date of change, notify the Employer in writing. In case of a change of last name, the Employee shall provide the Employer with documents for the new last name (identity card, etc.) and a document confirming the grounds for the change of the last name (marriage certificate, certificate of change of last name, divorce certificate, etc.);
- 12) immediately notify the Employer or the organizer of works about every occupational injury and other damage to the health of workers, signs of occupational disease (intoxication), as well as about the situation that poses a threat to life and health of people;
- 13) notify the Employer of any disability or other deterioration of health that prevents the continuation of employment duties;
- 14) comply with the requirements of the state labor inspector, technical inspector for labor protection, internal control specialists and medical treatment and recovery measures prescribed by medical institutions;
- 15) undergo training, instruction and knowledge testing on occupational health and safety in the order determined by the Employer and stipulated by the legislation of the RK;
- 16) fulfill other duties provided for by the current legislation of the RK.

**3.3. The Employee shall have the right to:**

- 1) conclude, amend, supplement, terminate and rescind this Agreement in the manner prescribed by the current legislation of the RK and the Agreement
  - 2) demand from the Employer to fulfill the terms of this Agreement, collective bargaining agreement (if any);
  - 3) working conditions that meet safety and sanitary requirements as defined in this Agreement;
  - 4) obtain complete and accurate information on the state of working conditions and labor protection;
  - 5) association, including the right to form a trade union, as well as membership in it, to represent and protect their labor rights, unless otherwise provided for by the laws of the RK;
  - 6) protect their rights and legitimate interests by all means not contrary to the law;
  - 7) timely and full payment of wages in accordance with the terms of the Agreement, collective bargaining agreement (if any);
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- 8) rest, including paid annual leave;
- 9) payment of idle time in accordance with the Labor Code of the RK;
- 10) participate, through their representatives, in collective bargaining and in drafting the collective bargaining agreement, and familiarize themselves with the signed collective bargaining agreement (if any);
- 11) compensation for damage to health caused in connection with the performance of labor duties;
- 12) mandatory social insurance;
- 13) insurance against accidents in the performance of labor (official) duties;
- 14) guarantees and compensation payments provided for by this Agreement and the laws of the RK;
- 15) equal pay for equal work without discrimination;
- 16) apply for the resolution of an individual labor dispute, subsequently, to a conciliation commission and a court in accordance with the procedure provided for by law;
- 17) being provided with individual and collective protection means in accordance with the requirements stipulated by the legislation of the RK, as well as this Agreement, collective bargaining agreement (if any);
- 18) resolution of individual and collective labor disputes, including the right to strike, in accordance with the procedure established by the laws of the RK;
- 19) providing for the protection of personal data held by the Employer;
- 20) a workplace equipped in accordance with health and safety requirements;
- 21) provision of sanitary and living premises, personal and collective protection equipment in accordance with the requirements for occupational safety and health, as well as this Agreement and collective bargaining agreements;
- 22) participate personally or through a representative in the inspection and consideration of issues related to the improvement of labor conditions, safety and labor protection;
- 23) refuse to perform work in case the Employer fails to provide the Employee with personal and (or) collective protective equipment and in the event of a situation that poses a threat to his/her health or life, with written notice to the immediate supervisor or the Employer;
- 24) education and professional training, necessary for safe performance of labor duties, in accordance with the procedure established by the legislation of the RK;
- 25) receive reliable information from the Employer about the characteristics of the workplace and the territory of the organization, the state of working conditions, safety and health protection, the existing risk of health damage, as well as measures to protect him/her from exposure to harmful and (or) dangerous industry factors;
- 26) to retain the average salary for the period of suspension of the organization's work due to non-compliance with occupational health and safety requirements;
- 27) exercise other rights provided for by the current legislation of the RK.

**3.4. The Employer shall:**

- 1) comply with the requirements of the labor legislation of the RK, agreements in the order of social partnership, Agreement, collective bargaining agreement (if any), acts issued by the Employer;
  - 2) upon employment, to conclude the Agreement with the Employee in accordance with the procedure and on the terms and conditions established by the Labor Code of the RK;
  - 3) provide the Employee with the work stipulated in the Agreement;
  - 4) familiarize the Employee with the company's internal labor regulations, other acts of the Employer directly related to the Employee's work (job function), and the collective bargaining agreement (if any);
  - 5) consider the proposals of employee representatives and provide employee representatives with complete and accurate information necessary for collective bargaining, collective bargaining agreements, and monitoring their implementation;
  - 6) conduct collective bargaining in accordance with the procedure established by the Labor Code;
  - 7) provide the Employee with working conditions in accordance with the labor legislation of the RK, the Agreement, collective bargaining agreement (if any);
  - 8) provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of labor duties at the Employer's own expense;
  - 9) timely and in full pay to the Employee wages and other payments stipulated by regulatory legal acts of the RK, the Agreement, collective bargaining agreement (if any), acts of the Employer;
  - 10) provide information to the authorized body on employment issues in accordance with the requirements of the employment legislation of the RK;
  - 11) implement internal controls on occupational health and safety;
  - 12) comply with the instructions of state labor inspectors;
  - 13) suspend work if its continuation poses a threat to the life, health of the Employee and other persons;
  - 14) carry out mandatory social insurance of the Employee and contributions for mandatory medical insurance;
  - 15) insure the Employee against accidents in the performance of labor (service) duties;
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- 16) provide the Employee with annual paid labor leave;
- 17) ensure the safekeeping and submission to the state archive of documents confirming the Employee's labor activity and information on withholding and deduction of money for his/her pension provision;
- 18) warn the Employee about harmful and (or) dangerous working conditions and the possibility of occupational disease;
- 19) take measures to prevent risks at workplaces and in technological processes, to carry out preventive work taking into account production and scientific and technical progress;
- 20) keep records of working hours, including overtime work, work in harmful and (or) hazardous working conditions, heavy work performed by the Employee;
- 21) compensate for harm caused to the life and health of an employee in the performance of his/her labor (service) duties in accordance with the Labor Code of the RK and other laws of the RK;
- 22) demand at employment the documents necessary for the conclusion of the Agreement in accordance with the current legislation of the RK;
- 23) collect, process and protect the Employee's personal data in accordance with the legislation of the RK on personal data and its protection;
- 24) fulfill other duties provided for by the current legislation of the RK.

**3.5. The Employer has the right to:**

- 1) freedom of choice in hiring;
- 2) amend, supplement, terminate the Agreement with the Employee in the manner prescribed by the laws of the RK;
- 3) issue, within the limits of his/her authority, acts of the Employer, including orders, instructions, regulations, provisions, labor regulations and other documents in accordance with the legislation of the RK;
- 4) establish and join associations for the purpose of representing and defending their rights and interests;
- 5) require the Employee to fulfill the terms and conditions of the Agreement, collective bargaining agreement (if any), labor regulations and other acts of the Employer;
- 6) provide incentives to employees, impose disciplinary penalties, and hold employees financially liable in cases and in accordance with the procedure stipulated by the Labor Code of the RK;
- 7) compensate for damage caused to the Employee in the performance of labor duties in accordance with the laws of the RK;
- 8) apply to the court in order to protect their rights and legitimate interests in the sphere of labor;
- 9) establish a probationary period for the Employee;
- 10) provide employees with professional training, retraining and professional development in accordance with the Labor Code of the RK;
- 11) reimbursement of its costs associated with the Employee's education in educational organizations at the Employer's direction, in accordance with the education agreement (training contract);
- 12) apply for the resolution of an individual labor dispute to a conciliation commission or a court in accordance with the procedure provided for by the Labor Code of the RK;
- 13) suspend and bring to disciplinary liability the Employee in case he/she violates the requirements for occupational safety and health in accordance with the procedure established by the Labor Code of the RK;
- 14) exercise other rights provided for by the current legislation of the RK.

**CLAUSE 4. CONFIDENTIAL INFORMATION**

4.1. **Confidential information** of the Employer is the Documentation (as defined in Clause 4.2. of the Agreement), as well as other information constituting commercial, financial, official secrets, undisclosed information, secrets and production technology, results of intellectual activity and intellectual property and copyright objects, any information about partners, information about the management structure of the Company, methods of tax planning and tax optimization, other protected information of any member of the Group of Persons (as defined in Clause 4.3. of the Agreement). Confidential Information includes, among other things, data on the identity and financial, commercial and other activities of any member of the Group of Persons, information on the Employee's job duties, the amount of his/her salary and remuneration, personal data of the employees of the Group of Persons, as well as any other information defined by the Employer as confidential and the disclosure of which may be considered by the Employer as activities detrimental to the Employer and (or) its customers, partners, or relating to commercial transactions and other matters. Neither the Employer nor the members of the Group of Persons shall be required to designate the above designated information as Confidential Information in order for it to qualify as such.

4.2. **Documentation** is any records, memos, information, data, intellectual property and copyrights, electronic data carriers, films, photographs, plans, drawings, product samples, in any version and in any form (paper, electronic,

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other) relating to any member of the Group of Persons, including, inter alia, relating to their activities, production products, technological processes, software and program codes, information about clients and their brokerage accounts/investment portfolios, and information about their clients and their investment portfolios. The Documentation is the exclusive property of the Employer, unless it is the property of another member of the Group of Persons.

4.3. **“Group of Persons”** means: The Employer, its clients, founders, employees other than the Employee, contract counterparties, other persons related to the Employer, including related and affiliated legal entities and individuals defined in accordance with the laws of the RK.

4.4. The **use of Confidential Information** includes: any use, practical application, study, disclosure, transfer, disclosure, publication of Confidential Information (any part thereof) by the Employee, granting access to Confidential Information (any part thereof) by the Employee to persons other than the respective right holder, personal use, other acts and omissions on the part of the Employee that may result in violation of the legitimate interests of any member of the Group of Persons with respect to Confidential Information.

4.5. The Employee is obliged to keep Confidential Information secret and may not use the Confidential Information in any way, except in cases: when it is used for official purposes in the interests of the Employer and when disclosure of Confidential Information is mandatory for the Employee at the request of the authorized state bodies of the RK or the court in accordance with the legislation of the RK. The Employee shall immediately notify the Employer of the need for disclosure and of any disclosure of Confidential Information.

4.6 Employees may not take the Documentation outside the Employer’s office and use the Confidential Information, including sending it by e-mail and copying it to any media, using facsimile transmission, etc., or otherwise allow its disclosure and/or distribution without the Employer’s authorization.

4.7. In the event of termination of the Agreement and the employment relationship for any reason, the Employee undertakes to deliver (provide) to the Employer immediately and without delay within 2 (two) days all Documentation and other property belonging to the Employer, its affiliates, which is in the Employee’s possession or under his control, and he shall not retain copies of these documents.

4.8. In case of breach of the requirements set forth in Clause 4 of the Agreement, the Employee shall be liable in full (including compensation of losses) in accordance with the applicable laws of the RK.

#### **CLAUSE 5. INTELLECTUAL PROPERTY**

5.1. All proprietary (exclusive) rights of the Employee to intellectual property objects (hereinafter referred to as **“Service Work”**) created by the Employee in the performance of official duties or official assignment of the Employer shall belong to the Employer in accordance with the laws of the RK and international treaties. The right to open access to the work to an indefinite number of persons (right to publicize) for works created in the performance of official duties or official assignment of the Employer shall belong to the Employer. The Employer has the right to revoke the earlier decision to publicize the work (right of revocation).

5.2. The right to obtain any protection document for intellectual property objects and copyrights, including innovative patent, patent, certificate of trademark registration or certificate of state registration of copyright (the **“Protection Document”**), created by the Employee, not related to the performance of his/her official duties or a specific assignment received from the Employer, but using information, as well as material, technical and other means of the Employer, shall belong to the Employer.

5.3. The Employer owns property (exclusive) rights to use the Service Work in any form and by any means, which means the right to carry out, authorize or prohibit the implementation of any actions contrary to the legislative acts of the RK, international treaties, including:

to reproduce the Service Work (right of reproduction);

distribute the original or copies of the Service Work in any way: sell, exchange, rent (lease), perform other operations, including in an open information and communication network (right of distribution);

import copies of the Work for distribution purposes (import right);

publicly display the Work (right of public display);

make the Service Work available to the public (right to make it available to the public);

publicly communicate the Service Work to the public (communicate the Service Work to the public), including broadcasting or cablecasting (right of public communication);

to broadcast the Service Work, including the first and (or) subsequent broadcasting for public information (the right to broadcast);

communicate the Service Work by cable, including the first and (or) subsequent cable communication to the public (the right to cable communication);

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remake, use the Service Work as a basis for creating other images and/or volumetric and spatial forms or otherwise rework the Service Work. Processing shall mean, including but not limited to, the creation of a derivative work (processing and the like) (right of processing).

5.4. The amount, terms and procedure of payment of remuneration to the Employee for the Service Work shall be determined by the Agreement, the Employee understands and agrees that the salary defined in Clause 8 of the Agreement includes the author's remuneration and any payments that may and must be paid to the Employee in connection with the performance of official duties aimed at the creation of the Service Work.

5.5. The Employee shall transfer to the Employer the Service Work (intellectual property object) created in the course of performance of his/her official duties or official assignment of the Employer under the transfer and acceptance act or within the framework of official correspondence or saving the working file on the Employer's media.

#### **CLAUSE 6. BUSINESS TRIPS AND TRANSFERS**

6.1. The Employee acknowledges that he/she may from time to time be seconded to other regions of the Republic of Kazakhstan and beyond on the Employer's business and in the Employer's interests to perform the duties arising from this Agreement to the extent permitted by the laws of the Republic of Kazakhstan.

6.2. In case the Employee is seconded to another location, the Employer shall compensate the Employee:

- 1) per diem for calendar days on a business trip, including travel time;
- 2) travel expenses to and from the place of destination;
- 3) the cost of renting residential premises;
- 4) other expenses provided for in a separate agreement with the Employer.

6.3. Upon the Employee's consent, the Employee may be transferred to another job, including:

- 1) change of the Employee's labor function, i.e. performance of work in another position, specialty, profession, qualification;
- 2) assignment of work, in the performance of which the labor conditions (amount of wages, working hours and rest time, benefits and other conditions) stipulated by this Agreement are changed;
- 3) transfer to a separate structural subdivision of the Employer, namely a branch or representative office;
- 4) transfer to another location together with the Employer.

6.4. If necessary, in accordance with the requirements of the current legislation of the RK, the transfer of the Employee to another job is formalized by making appropriate amendments to this Agreement and by an act of the Employer.

6.5. The transfer of the Employee to another workplace or to another structural subdivision of the Employer in the same area within the same position, specialty, profession, qualification stipulated by this Agreement is not a transfer to another job and does not require the Employee's prior consent.

#### **CLAUSE 7. LABOR CONDITIONS AND SAFETY. INSURANCE**

7.1. The work assigned to the Employee under the Agreement shall not be classified as heavy work, work with harmful, especially harmful or hazardous working conditions.

7.2. The Employee shall not be allowed to work independently until he/she has undergone preliminary training, internship, instructing, knowledge testing and other mandatory formalities (if any are required by the laws of the RK for the Employee's admission to work) on occupational health and safety issues. Until that moment the Employee is not entitled to perform work independently.

7.3. The Employer undertakes to create for the Employee sanitary and hygienic conditions stipulated by the legislation of the RK, as well as other conditions agreed upon by the Parties for the Employee to perform the labor function stipulated by the Agreement.

7.4. The Employer shall provide the Employee with a workplace in the Employer's workplace, located at the place of work determined by the Agreement, equipped in accordance with the safety and labor protection requirements. At the first request of the Employer and within the period set by the Employer, the Employee undertakes to immediately return to the Employer the property received from the Employer.

7.5. The Employer's liability for damage caused to the Employee's life and health in the performance of his/her labor duties (total or partial disability) is subject to insurance in accordance with the current legislation of the RK. The Employer is obliged to reimburse the Employee for the difference between the sum insured and the actual amount of damage. In the absence of insurance indemnity payments to the Employee, the Employer is obliged to compensate him/her for the damage in the manner and on the terms stipulated by the current legislation of the RK.

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7.6. Insurance of civil liability of the Employer for causing harm to the life and health of the Employee in the performance of his/her labor (service) duties shall be carried out in the manner and on the terms provided for by the current legislation of the RK.

#### **CLAUSE 8. PAYMENT FOR WORK**

8.1. For the work performed, the Employer undertakes to pay the Employee who has worked the full monthly working hours and fulfilled the labor norms (labor duties) a salary in the amount specified in Appendix 1 to this Agreement in accordance with the procedure established by the Employer's acts. The Employer shall withhold from the Employee's wages and transfer to the budget income tax and other necessary taxes (if such are subject to withholding on legal grounds), withheld at source, mandatory pension contributions and other deductions in accordance with the current legislation of the RK.

8.2. Wages shall be paid to the Employee by the tenth (10th) day of the month following the month worked. If the day of payment of wages coincides with a weekend or public holiday, the payment shall be made on the day before it. The Employer is entitled to pay the wages to the Employee earlier than the established date, including by dividing the total amount of wages into several parts paid on different days, but not later than the deadline established by the Agreement.

8.3. The method and place of payment of wages and other payments to the Employee are determined by the Employer. At the decision of the Employer, payments to the Employee may be made in cash or by transferring money to the Employee's bank account (card or other account).

8.4. In order to increase the Employee's interest in improving the efficiency of production and the quality of work performed, the Employer has the right to introduce bonus systems and other forms of labor incentives, as well as has the right, at its discretion, to pay to the Employee one-time incentive payments in accordance with the procedure and on the terms stipulated by the Employer's acts.

8.5. For work on weekends and holidays, the Employee shall, at his/her request, be given another day of rest or shall be paid at one and one-half times the daily (hourly) rate of the Employee.

8.6. Upon termination of the Agreement, payment of amounts due to the Employee shall be made no later than three working days after termination.

#### **CLAUSE 9. WORKING HOURS AND REST PERIODS**

9.1. The employee shall be assigned a five-day work week with a daily working time of eight (8) hours, totaling forty (40) working hours per week.

9.2. A 5-day working week with 2 days off is established for the Employee. In case of industrial necessity, conditioned by the work schedule of the Workplace, the Employee may be engaged in overtime work, work on holidays and weekends in accordance with the procedure and on the terms stipulated by the current legislation of the Republic of Kazakhstan.

9.3. The Employee may apply for permission to work a modified schedule in accordance with the production necessity and taking into account the social and personal needs of the Employee. The Employer reserves the right in the future to establish shifts, division of daily working hours into parts, flexible working hours, other working days and hours or otherwise change working hours in accordance with the laws of the RK. If necessary, the shift schedule of employees shall be established by an act of the Employer.

9.4. The working hours, rest time, work schedule and break time for the Employee shall be set as follows: a normal working day shall last from 09.00 to 18.00 with a break from 13.00 to 14.00 for rest and meals.

9.5. The current legislation of the RK applies to the duration of rest between working days, weekends and public holidays.

9.6. The Employer guarantees to the Employee a paid annual labor leave (the "Labor Leave") of thirty (30) calendar days with retention of the place of work, position and average salary.

9.7. Paid annual labor leave is granted to the Employee in accordance with the vacation schedule, which is annually approved by the Employer. Paid annual labor leave may be granted in parts, and one part of the paid annual labor leave shall not be less than two calendar weeks, taking into account industrial necessity. Notice of intent to take regular annual leave must be given by the Employee in writing. Paid annual labor leave shall be granted to the Employee for the first and subsequent years of employment by agreement of the Parties at any time of the working year.

9.8. The Labor Leave may be interrupted by the Employer only with the Employee's written consent. The Employee's refusal of the Employer's offer is not a violation of labor discipline.

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9.9. The unused part of the paid annual labor leave due to recall shall, upon agreement of the Parties to the Agreement, be granted during the current year or in the next working year at any time or shall be joined to the paid annual labor leave for the next working year.

9.10. It is forbidden not to grant the Labor Leave for 2 (two) consecutive years. In order to comply with this legal requirement, if the Employee fails to agree with the Employer on the order of granting a particular Labor Leave in full or in part, the Employer may grant such Labor Leave (part thereof) to the Employee by its order unilaterally, having familiarized the Employee with the order.

9.11. At the Employee's request, he/she may be granted unpaid leave of absence for a duration determined by agreement of the Parties.

9.12. Based on the Employee's written application, the Employer shall grant a leave of absence without pay of up to five (5) calendar days if the event of:

- 1) registration of the Employee's marriage;
- 2) birth of the Employee's child;
- 3) death of the Employee's immediate family members;
- 4) in other cases stipulated by the collective bargaining agreement (if any).

9.13. Provision of social leave to the Employee in connection with the birth of a child (children), adoption of a newborn child (children) is carried out under the conditions stipulated by the legislation of the RK.

#### **CLAUSE 10. REGIME OF GUARANTEES AND COMPENSATIONS. SOCIAL BENEFITS**

10.1. The Employer shall pay compensation to the Employee in the amount and in cases stipulated by the current legislation of the RK (including compensation upon termination of this Agreement; compensation for unused vacation, for work on holidays and weekends, compensation for travel expenses and other compensation stipulated by the legislation of the RK). In cases when the amount of such compensations is not determined by the norms of the current legislation of the RK, the amount of compensations shall be determined by an additional agreement of the Parties.

10.2. Compensation for unused vacation or part thereof, as well as compensation for work on holidays and weekends may be replaced by the provision of other days of rest at the Employee's request.

10.3. By additional agreement of the parties, when the Employee uses personal property in the interests of the Employer and with his/her consent, the Employer shall make compensation payment for the use, depreciation (amortization) of tools, personal vehicles, other technical means and expenses for their operation.

10.4. The Employer shall make compensatory payments for loss of work in the amount of the average monthly salary in the following cases: 1) when the Agreement is terminated at the initiative of the Employer in case of liquidation of the Employer as a legal entity; 2) when the Agreement is terminated at the initiative of the Employer in case of reduction in number or staff of employees; 3) when the Agreement is terminated at the initiative of the Employee in case of non-fulfillment of the terms and conditions of the employment agreement by the Employer.

10.5. The Employer is obliged to pay the Employee social benefits for temporary incapacity for work at the Employer's expense.

10.6. The basis for payment of social benefits for temporary incapacity for work are certificates of incapacity for work issued in accordance with the procedure approved by the authorized body in the field of health care.

10.7. Social benefits for temporary disability shall be paid to the Employee from the first day of disability until the day of restoration of the ability to work or until the establishment of disability in accordance with the legislation of the RK.

10.8. The amount of social benefits for temporary disability is determined by the Government of the RK, the procedure for appointment and payment is determined by the authorized state labor authority.

#### **CLAUSE 11. EMPLOYEE'S PERSONAL DATA**

11.1. The Employer shall process (receive, store, transfer) the Employee's personal data in accordance with the procedure stipulated by this Agreement and the current legislation of the RK. At the same time, personal data within the framework of labor relations between the Employee and the Employer shall mean information about the Employee necessary for the emergence, continuation and termination of labor relations, including, but not limited to: data contained in registration, records and other documents identifying the Employee's identity; education, qualifications, specialty; property, social and official status of the Employee; place of residence of the Employee; the Employee's attitude to religion, political beliefs, belonging to a clan or class, public associations, military service, work experience and places of previous employment, the Employee's personal and business skills (personal and

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family life, including personal data of the Employee's family members), other data that by virtue of the agreement of the parties or the legislation of the RK considered as the Employee's personal data.

11.2. When processing Employee's personal data, the Employer shall comply with the following requirements:

- 1) processing of Employee's personal data is carried out in order to ensure compliance with the regulatory legal acts of the RK, to assist the Employee in employment, training and promotion, to ensure personal safety of the Employee;
- 2) the scope and content of the Employee's personal data processed shall be determined in accordance with this Agreement, the Employer's internal documents and the laws of the RK;
- 3) personal data shall be submitted to the Employer personally by the Employee.

11.3. The Employer shall not have the right to demand from the Employee information about his/her political, religious and other beliefs, private life, membership or activity in public associations, including trade unions.

11.4. When making decisions affecting the interests of the Employee, the Employer may not base its decisions on the Employee's personal data obtained as a result of automated processing or by electronic means.

11.5. Protection of Employee's personal data shall be provided by the Employer in accordance with the procedure established by the legislation of the RK.

11.6. The order of storage of personal data of the Employee in the Company is established by the relevant act of the Employer in compliance with the requirements established by the legislation of the RK. The Employee shall be familiarized with the Employer's act establishing the procedure for storage of the Employee's personal data.

11.7. In order to ensure the protection of personal data held by the Employer, the Employee has the right to:

- 1) free access to his/her personal data, including the right to receive copies of records containing the Employee's personal data, except for cases provided for by the legislation of the RK;
- 2) exclusion or correction of incorrect or incomplete personal data, as well as data processed in violation of the requirements of the legislation of the RK;
- 3) the requirement for the Employer to notify the persons to whom incorrect or incomplete personal data of the Employee was previously communicated of the corrections made therein;
- 4) appeal to the court against the Employer's actions (inaction) in processing the Employee's personal data.

## **CLAUSE 12. LIABILITY OF THE PARTIES**

12.1. For improper fulfillment of obligations stipulated by this Agreement the Parties shall be liable in accordance with the current legislation of the RK.

## **CLAUSE 13. TERMINATION AND RESCISSION OF THE AGREEMENT**

13.1. This Agreement may be terminated in accordance with the procedure stipulated by the current legislation of the RK on the following grounds:

- 1) by agreement of the Parties;
- 2) due to the expiration of the Agreement;
- 3) on the Employer's initiative;
- 4) in connection with the Employee's transfer to another employer;
- 5) at the initiative of the Employee;
- 6) in the event of circumstances beyond the control of the Parties;
- 7) in case of the Employee's refusal to continue the employment relationship;
- 8) in case of the Employee's transition to an elective job (position) or appointment to a position that excludes the possibility of continuing labor relations, except as provided for by the legislation of the RK;
- 9) in case of breach of the terms and conditions of conclusion of the Agreement.

13.2. A Party to the Agreement, which has expressed a desire to terminate the Agreement by agreement of the Parties, shall send a written notice to the other Party to the Agreement. The Party receiving such notice shall be obliged to inform the other Party in writing of the decision made within 3 (three) working days. The date of termination of the Agreement by agreement of the Parties shall be determined by agreement between the Employee and the Employer. The Agreement may be terminated by the Employer without complying with the requirements of this subparagraph with a compensation payment in the amount of one average salary.

13.3. This Agreement may be unilaterally terminated at the initiative of the Employer on the following grounds:

- 1) liquidation of the Employer;
  - 2) reduction in the number or staff of employees;
  - 3) decrease in the volume of production, work performed and services rendered, resulting in deterioration of the Employer's economic condition;
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- 4) inconsistency of the Employee with the position held or work performed due to insufficient qualification confirmed by the results of attestation;
  - 5) incompatibility of the Employee with the position held or work performed due to a health condition that prevents the Employee from continuing this work;
  - 6) negative performance during the probationary period;
  - 7) the Employee's absence from work without a valid excuse for three or more consecutive hours in one working day (working shift);
  - 8) the Employee's presence at work in a state of alcoholic, narcotic, psychotropic, toxicomaniacal intoxication (their analogs), including in cases of consumption during the working day of substances causing a state of alcoholic, narcotic, toxicomaniacal intoxication (their analogs);
  - 9) refusal to undergo medical examination to establish the fact of use of substances causing the state of alcoholic, narcotic, toxicomaniacal intoxication, confirmed by the relevant act;
  - 10) violation of labor protection or fire safety rules by an employee, which has caused or could have caused serious consequences, including occupational injuries and accidents;
  - 11) theft (including petty theft) of other people's property, willful destruction or damage of property, established by an enforceable court sentence or ruling;
  - 12) committing culpable acts or omissions by the Employee servicing cash or commodity values, if such acts or omissions give grounds for loss of confidence in him/her on the part of the Employer;
  - 13) disclosure by the Employee of information constituting confidential information and other secrets protected by law, which became known to him/her in connection with the performance of labor duties;
  - 14) repeated non-performance or improper performance of labor duties by the Employee without valid reasons, if he/she has a disciplinary penalty;
  - 15) submission by the Employee to the Employer of knowingly false documents or information when concluding this Agreement, if the true documents or information could have been grounds for refusal to conclude the Agreement;
  - 16) the Employee's absence from work for more than two consecutive months due to temporary disability, except for cases when the Employee is on maternity leave, or if the disease is included in the list of diseases for which a longer period of disability is established, approved by the authorized state body in the field of health care;
  - 17) the Employee has committed a corruption offense, which, in accordance with a judicial act, excludes the possibility of further employment;
  - 18) the Employee reaches the retirement age established by the Law of the RK "On Pension Provision in the RK", with the right to annually extend the term of the employment agreement by mutual agreement of the parties;
  - 19) the Employee's absence from work for more than one month for reasons unknown to the Employer.
- 13.4. In case of termination of the Agreement at the initiative of the Employee, the Employee shall notify the Employer in writing at least one month in advance. With the Employer's written consent, the termination of the employment Agreement may be made before the expiry of the notice period.
- 13.5. In case of termination of the Agreement on the grounds stipulated in subclauses 2) and 3) of Clause 13.3, the Employer shall notify the Employee in writing of the termination of the Agreement at least one month in advance. With the Employee's written consent, the Agreement may be terminated before the expiration of the notice period. By agreement of the parties, the notice period may be replaced by payment of wages proportional to the unworked period.
- 13.6. Termination of the Agreement shall be formalized by an act of the Employer, which specifies the grounds for termination of the Agreement in accordance with the laws of the RK. A copy of the Employer's act on the termination of the Agreement shall be handed to the Employee or sent to him/her by letter with a notice within three days.
- 13.7. The date of termination of the Agreement shall be the last day of work, except for cases stipulated by the legislation of the RK. On the day of termination of the Agreement, the Employer is obliged to issue a labor book or other document confirming the employment of the Employee.

#### **CLAUSE 14. LABOR DISPUTES**

- 14.1. Individual labor disputes are considered by conciliation commissions, and in case of unresolved issues or failure to implement the decision of the conciliation commission - by courts.
- 14.2. The dispute is considered in the presence of the applicant and (or) his authorized representative within the limits of delegated powers in accordance with normative legal acts of the RK.
- 14.3. The conciliation commission shall be obliged to consider the dispute within fifteen working days from the date of registration of the application and issue copies of the decision to the parties to the dispute within three days from the date of its adoption.
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14.4. The decision of the conciliation commission is subject to execution within the term established by it, except for the dispute on reinstatement on the work.  
14.5 If the Employee or the Employer fails to fulfill the decision of the conciliation commission within the established term, the Employee or the Employer shall have the right to appeal to the court.

#### CLAUSE 15. AGREEMENT MODIFICATION

15.1. Amendments and additions to this Agreement, including transfer to another job, shall be made by the Parties in writing in the form of an additional agreement.  
15.2. The notice on change of the Agreement conditions shall be submitted by one of the parties and considered by the other party within five working days from the date of its submission. The party that has received a notice of change in the terms and conditions of this Agreement, including transfer to another job, shall be obliged to notify the other party of the decision within the term set forth in this Clause.  
15.3. In connection with changes related to reorganization or changes in economic, technological conditions, conditions of labor organization and (or) reduction in the scope of work at the Employer, it is allowed to change the working conditions of the Employee when he/she continues to work in accordance with his/her specialty or profession, corresponding qualification.

#### CLAUSE 16. OTHER CONDITIONS

16.1. Other issues not governed by this Agreement shall be settled on the basis of the current legislation of the RK.  
16.2. The invalidation of this Agreement through the fault of the Employer shall not entail the loss of the Employee's right to wages, compensation for unused days of paid annual leave, other payments and benefits. The invalidation of individual provisions of the Agreement shall not entail invalidity of the entire Agreement.  
16.3. In case of change of the Company's name, change of the owner of the Company's shares, reorganization of the Company, employment relations with the Employee shall continue unchanged.  
16.4. This Agreement is made in two copies: in two copies in the Russian and Kazakh languages having equal legal force, one copy for each of the Parties.

#### CLAUSE 17. SIGNATURES OF THE PARTIES

##### EMPLOYER

##### EMPLOYEE

/s/ Minikeyev R.D  
Chairman of the Management Board of FREEDOM FINANCE JSC  
Minikeev R.D.  
(seal)

/s/ Zhumagulov Aidos Bolatovich  
Full Name in Words  
Zhumagulov Aidos Bolatovich

*Second copy of the Agreement received* /s/ Zhumagulov Aidos Bolatovich  
Full Name in Words  
Zhumagulov Aidos Bolatovich

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**Annex 1  
to the Employment Agreement  
19-68 dated April 15, 2019.**

1. The Employer sets the Employee's salary as follows:

The monthly salary of the Employee shall be **1,667,000 (one million six hundred and sixty-seven thousand) Tenge** (excluding mandatory pension contributions to the accumulative pension fund at the rate of pension contributions on income accepted for their calculation and individual income tax in the manner determined by the legislation of the Republic of Kazakhstan).

**EMPLOYER**

**FREEDOM FINANCE JSC**

Name

**/Minikeyev R.D, Chairman of the Management Board of FREEDOM FINANCE JSC/**

/s/ Minikeyev R.D

Minikeyev R.D  
(seal)

**EMPLOYEE**

**/Zhumagulov A. B./**

/s/ Zhumagulov Aidos Bolatovich  
Zhumagulov Aidos Bolatovich

Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**Supplementary Agreement  
to Employment Agreement No. 19-68 dated April 15, 2019.**

City of Almaty May 16, 2022

**Parties:**

**EMPLOYER: Freedom Finance Joint Stock Company**(certificate of state re-registration of legal entity dated September 9, 2013), located at the address: 77/7, Al-Farabi Ave., n.p. 3a, Almaty, represented by the Director of HR Department Kashkimbayeva Z.H., acting on the basis of Power of Attorney No. 12/14 dated December 14, 2021, and

**EMPLOYEE: Aidos Bolatovich Zhumagulov**, ID No. [\*\*] issued by [\*\*] on [\*\*], IIN [\*\*], residing at [\*\*], hereinafter jointly referred to as the Parties, have entered into this supplementary agreement (hereinafter referred to as the “Agreement”) to the employment agreement (hereinafter referred to as the “Contract”) dated April 15, 2019 No. 19-68 as follows:

1. Clause 1.1. of the Contract shall be amended as follows:

“1.1 In accordance with the terms of the Agreement, the Employer employs the Employee and assigns the Employee to perform duties as an **Advisor to the Development and International Cooperation department.**”

2. The other terms and conditions of the Contract shall remain unchanged.

3. This Agreement shall enter into force upon the signing by the Parties.

4. This Agreement is drawn up in two copies, one for each of the Parties.

**5. DETAILS AND SIGNATURES OF THE PARTIES**

**Employer:**

**Freedom Finance Joint Stock Company**

050040, Republic of Kazakhstan  
r. Almaty, Bostandyk district,  
Al-Farabi Ave. Al-Farabi, 77/7, n.p. 3a  
RNN 600500559925  
BIN 061140003010  
IIC KZ31551A125000181KZT  
in Freedom Finance Bank Kazakhstan JSC.  
BIK KSNVKZKA

**Director  
HR Department**

/s/ Kashkimbayeva Z. H.  
**Kashkimbayeva Z. H.**  
(seal)

**Employee:**

**Zhumagulov Aidos Bolatovich**

Identity card No. [\*\*]  
issued on [\*\*] by [\*\*]  
IIN [\*\*]  
[\*\*]

/s/ Zhumagulov A.B.  
**Zhumagulov A.B.**

Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**Supplementary Agreement  
to Employment Agreement No. 19-68 dated April 15, 2019.**

City of Almaty April 3, 2023

**Parties:**

**EMPLOYER:** Freedom Finance Joint Stock Company (certificate of state re-registration of legal entity dated September 9, 2013), located at the address: 77/7, Al-Farabi Ave., n.p. 3a, Almaty, represented by the Director of HR Department Kashimbayeva Z. H., acting on the basis of Power of Attorney No. DV-2024/02/08-01 dated February 08, 2024,

and

**EMPLOYEE:** Aidos Bolatovich Zhumagulov, ID card of the citizen of the Republic of Kazakhstan No. [\*\*] issued by [\*\*] on [\*\*], IIN [\*\*], residing at the address: [\*\*], hereinafter jointly referred to as the Parties, have concluded this supplementary agreement (hereinafter referred to as the “Agreement”) to the employment agreement (hereinafter referred to as the “Contract”) dated April 15, 2019 No. 19-68 as follows:

1. Clause 1. of Annex No. 1 to the Contract shall be amended as follows:

“1. The Employer establishes the following amount and procedure of remuneration for the Employee’s labor:

The monthly salary of the Employee shall be: **7,000,000 (seven million) Tenge**” (excluding contributions for mandatory social medical insurance, mandatory pension contributions to the accumulative pension fund and individual income tax and other mandatory payments at the rates to the budget in the order determined by the legislation of the Republic of Kazakhstan).

2. Other terms and conditions of the Contract shall remain unchanged.

3. This Agreement shall come into force upon the signing by the Parties.

4. This Agreement is drawn up in two copies, one for each of the Parties.

**5. DETAILS AND SIGNATURES OF THE PARTIES**

**Employer:**  
**Freedom Finance Joint Stock Company**

050040, Republic of Kazakhstan  
r. Almaty, Bostandyk district,  
Al-Farabi Ave. Al-Farabi, 77/7, n.p. 3a  
RNN 600500559925  
BIN 061140003010  
IIC KZ31551A125000181KZT  
in Freedom Finance Bank Kazakhstan JSC.  
BIK KSNVKZKA

**Director**  
**HR Department**

/s/ Kashimbayeva Z. H.  
**Kashimbayeva Z. H.**  
(seal)

**Employee:**  
**Zhumagulov Aidos Bolatovich**

Identity card No. [\*\*]  
issued on [\*\*] by [\*\*]  
IIN [\*\*]  
[\*\*]

/s/ Zhumagulov A.B.  
**Zhumagulov A.B.**



Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K

**THE OUTSTAFFING AGREEMENT**

made between

**Freedom Holding Corp.**

and

**JMK Management Services Corp.**

**As of 28 May 2024, Almaty**

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## OUTSTAFFING AGREEMENT

This Outstaffing Agreement (the "**Agreement**") is made and entered into as of May 28, 2024 by and between:

- (1) **Freedom Holding Corp.**, a Nevada corporation, with registered number C32081-2004, with legal address 1930 Village Ctr. Cir. #3-6972, Las Vegas, Nevada 89134, United States of America (the "**Client**");
- (2) **JMK Management Services Corp.**, a company incorporated and existing under the laws of State of Nevada, United States of America, with its principal place of business located at Fabian & Clendenin Apc, 411 East Bonneville Ave., Suite 400, Las Vegas, Nevada, 8910 (the "**Service Provider**");

### RECITALS

**WHEREAS**, the Client desires to obtain the services of a qualified Chief Legal Officer (the "**CLO**") to manage and oversee its legal functions and operations across its Group (as defined below); and

**WHEREAS**, the Service Provider has an agreement with **Mr. Jason Kerr**, as agent for the Service Provider, holder of the US passport No. [\*\*\*] issued on [\*\*\*] by [\*\*\*] (**Mr. Kerr**) pursuant to which the Service Provider can cause Mr. Kerr, as agent for the service provider, to act as the CLO of the Client and the Group. Mr. Kerr has the Qualifications (as defined below) necessary to act as the Client's and Group's CLO in accordance with the terms and conditions set forth in this Agreement;

**WHEREAS**, the Service Provider has agreed to provide the services of Mr. Kerr, as agent for the Service Provider, to act as the Client's and the Group's CLO;

**WHEREAS**, the Board (as defined below) has approved candidacy of Mr. Kerr as the CLO;

**WHEREAS**, Mr. Kerr is a former independent member of the Board and possesses special knowledge about the Group and has in-depth understanding of the Group's business;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### 1. DEFINITIONS

1.1. Unless the context provides for otherwise, the following terms and expressions shall have the following meanings in this Agreement:

"**Board**" means the board of directors of the Client.

"**Commencement Date**" means 28 May 2024.

"**Compensation**" means monetary compensation for the Services as set forth in Schedule 3.

"**Confidential Information**" means any non-public information, whether oral, written, electronic, or other form, disclosed by either party to the other, including but not limited to business plans, strategies, financial information, and client data.

"**Disability**" means Mr. Kerr's, or other acceptable agent for the Service Provider's inability to effectively discharge his duties as a CLO due to injury or illness, without reasonable accommodation, for a period of six continuous months.

"**Governmental Authority**" means any state or political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the state or its political subdivision, including any governmental authority, ministry, agency, department, board, commission or instrumentality or subdivision thereof; any court, including tribunal (whether standing or ad hoc), arbitration panel or arbitrator (including an arbitrator of international commercial arbitrations); and any self-regulatory organization acting on behalf of the state or itself pursuant to the rights granted thereto by applicable law.

"**Group**" means entities, incorporated or unincorporated, which are owned directly or indirectly, or which are controlled also directly or indirectly by the Client.

"**Term**" means the period of Services commencing on the Commencement Date and ending upon the death or Disability of Mr. the agent for the Service Provider, the mutual agreement of the Parties to terminate this Agreement, the Voluntary Resignation of Mr. Kerr, upon the Client's Termination of the Agreement Without Cause, or upon the Client's Termination of the Agreement for Clause.

"**KPIs**" means Key Performance Indicator of the CLO as shall be agreed by the Client's CEO, the Board and the Service Provider from time to time.

"**Officers**" means a person within a Group holding a position of trust and authority with administrative, executive, or supervisory duties, managing the day-to-day operations and executing the strategic decisions of the entities within the Group.

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"SEC" means Securities and Exchange Commission of the United States of America.

"Services" means the duties and responsibilities to be performed by the CLO as described in Schedule 2 (*Services*).

"Termination of the Agreement for Cause" means termination because of Mr. Kerr, as agent for the Service Provider's personal dishonesty, Willful (as hereinafter defined) misconduct, any breach of fiduciary duty involving personal profit, intentional failure to perform agreed duties, conviction of a felony with respect to the Client or the Group, or any uncured material breach of this Agreement. For purposes of this Section, no act, or the failure to act, on Mr. Kerr's part, shall be "Willful" unless done, or omitted to be done, in bad faith and without reasonable belief that the action or omission was in the best interest of the Client or the Group. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or the board of an entity in the Group or based upon the written advice of counsel for the Client or an entity in the Group, shall be conclusively presumed to be done, or omitted to be done, by Mr. Kerr, as agent for the supervisor, in good faith and in the best interests of the Client and the Group. Notwithstanding the foregoing, this Agreement shall not be deemed to have been terminated for cause unless and until there have been delivered a notice in accordance with the terms of this Agreement which shall include a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the members of the Board at a meeting of the Board called and held that purpose (after reasonable notice to Mr. Kerr and an opportunity for him, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board, Mr. Kerr was guilty of conduct justifying Termination of the Agreement for Cause and specifying the particulars thereof in detail. The Service Provider shall not have the right to receive compensation or other benefits for any period of time after the Termination of the Agreement for Cause.

"Termination of the Agreement Without Cause" means any involuntary termination of the Agreement that is not a Termination for Cause.

"Qualification" means set of criteria, educational background, professional experiences, skills, and personal attributes that are necessary for effectively fulfilling the responsibilities of the CLO role, which are set forth in Schedule 1 (*Qualifications of the CLO*).

"Voluntary Resignation" means Mr. Kerr's, as agent for the Service Provider voluntary (not under duress, coercion, or undue influence) decision permanently to cease performing his duties as the Company's and Group's CLO.

1.2. In this Agreement:

- (a) any reference to this Agreement includes the Schedules to it each of which forms part of this Agreement for all purposes;
  - (b) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
  - (c) references to any document (including this Agreement) or a provision of any document includes such document or provision thereof as amended or supplemented in accordance with its terms, and whether or not such other document or provisions thereof is or becomes ineffective for any reason;
  - (d) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re enacted or replaced;
  - (e) words in the singular shall include the plural and vice versa, and references to one gender include other genders;
  - (f) a reference to a person shall include a reference to any individual, firm, company or other body corporate, an individual's executors or administrators, Governmental Authority, unincorporated association, trust or partnership (whether or not having separate legal personality);
  - (g) a reference to a particular person shall include a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
  - (h) a reference to a Clause, paragraph, Schedule (other than to a schedule to a statutory provision) or Recital shall be a reference to a Clause, paragraph, Schedule or Recital (as the case may be) of or to this Agreement;
  - (i) if a period is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
  - (j) references to any American legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than USA be deemed to include what most nearly approximates the American
-

legal term in that jurisdiction and references to any American or Kazakh statute or enactment shall be deemed to include any equivalent or analogous laws or rules in any other jurisdiction;

- (k) references to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise;
- (l) the term "*liabilities*" includes liabilities and obligations of whatsoever nature (including in respect of any claims for interest), whether present or future and whether known or unknown and whether arising from or affected by any change in the law or any other change of circumstance of any sort, and "liability" shall be construed accordingly;
- (m) a reference to "*USD*", "*US\$*", "*\$*" or "*Dollars*" is to the lawful currency of the United States of America; and
- (n) a reference to any thing (including an amount) is a reference to the whole and each part of it.

1.3. In this Agreement general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. The terms "*other*", "*or otherwise*", "*whatsoever*", "*including*", "*include*", "*for example*" and "*in particular*" or any similar expression shall be construed as illustrative and shall not limit the sense of the words accompanying those terms.

1.4. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this Agreement.

## 2. TERM OF THE AGREEMENT

This Agreement applies to the relationships of the parties starting from the Commencement Date and shall continue in force and effect unless terminated in accordance with Section 12.

## 3. SERVICES, REPORTING, AND COMPENSATION

- 3.1. The Service Provider agrees to provide the Client with the Services.
- 3.2. Mr. Kerr, as agent for the Service Provider, shall perform the Services personally.
- 3.3. The Service Provider, through Mr. Kerr, shall provide Services at the location in Almaty, Kazakhstan, Cyprus, New York City, Clark County, Nevada, Salt Lake City, Utah or at any other location where the Client and Service Provider mutually agree. The Services shall include short- and long-term business trips.
- 3.4. Performing the Services the Service Provider, through its agent Mr. Kerr, shall uphold the highest fiduciary and ethical standards. This includes:
  - (a) Acting with loyalty and good faith to prioritize the Client's and the Group's interests and avoid potential conflicts.
  - (b) Maintaining confidentiality of all sensitive information unless legally obligated to disclose.
  - (c) Complying with all applicable laws and regulations relevant to the Group's operations and the legal profession.
  - (d) Exhibiting professional integrity and conduct that enhances the Group's reputation.
  - (e) Disclosing material legal risks to the Officers and the Board with reasonable promptness.
  - (f) Diligence in the supervision of the legal affairs of the Client and in the advice provided.
  - (g) Committing to continuous professional development to stay abreast of legal and industry changes.
  - (h) Undergoing periodic performance evaluations to ensure adherence to these standards.

Failure to meet these standards may result in termination of the Agreement in accordance with Section 12 of this Agreement.

- 3.5. The Service Provider shall ensure that the Mr. Kerr possesses the necessary qualifications, skills, and experience to perform the Services and shall provide documentation of such qualifications upon the Client's request.
  - 3.6. The Service Provider, through its agent Mr. Kerr, shall provide periodic reports to the Board to ensure transparency and accountability in the performance of his duties.
  - 3.7. The Service Provider shall submit a comprehensive report as requested from time to time, and a summary report as requested at Board meetings.
  - 3.8. The reports shall be presented in written format, supplemented by verbal presentations during Board meetings as required.
  - 3.9. Following the submission of each report, the Board shall provide feedback, if any, and may request additional information or action on specific issues.
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3.10. Upon occurrence of significant legal events affecting the Group, the Service Provider is required to promptly prepare and deliver a special report detailing the event, its implications, and proposed or taken actions.

3.11. The Client agrees to pay Compensation for the Services pursuant to Schedule 3.

3.12. The Service Provider shall submit invoices to the Client on a quarterly basis, and the Client shall pay each invoice, for services in advance, within 10 business days of receipt.

#### **4. BUSINESS TRAVEL AND EXPENSES**

4.1. Mr. Kerr, on behalf of the Service Provider is required to undertake both short-term and long-term business trips, which shall include trips to and from business related activities wherever they occur and the Mr. Kerr home in Salt Lake City, Utah, as necessary for the performance of the Services required under this agreement. These trips may include, but are not limited to, attending court hearings, regulatory proceedings, meetings for the management of outside counsel, other business meetings, conferences, negotiations, and other business-related events that are reasonably necessary for the Group's operations and legal commitments.

4.2. The Service Provider will be reimbursed for all reasonable expenses incurred during business trips, in accordance with the Client's Expense Policy and reflecting the CLO's executive level. Such expenses include travel costs (business class airfare, train, etc.), lodging, meals, and incidental expenses required for the successful completion of the business purpose.

4.3. The Service Provider is expected to adhere to the Client's Expense Policy, which provides detailed guidelines on allowable expenses, limits, and the process for submitting expense claims.

4.4. Receipts and documentation must be provided for all expenditures as required by the expense policy. The Service Provider is encouraged to seek pre-approval for expenses that may exceed typical limits or are not explicitly covered by the policy.

#### **5. NO COMPETITION**

5.1. During the term of this Agreement and for a period of three years following the termination of this Agreement, regardless of the cause or nature of termination, the Service Provider agrees not to engage in any professional activity that competes directly with the core business(es) of the Group within the jurisdictions where the Group operates as of the termination date. Notwithstanding the foregoing, or anything else in this Agreement, nothing in this Agreement shall be interpreted to restrict Mr. Kerr from the practice of law.

5.2. The Service Provider shall not directly or indirectly own, manage, operate, consult, or be employed in a business substantially similar to or competitive with the principal business of the Group or any of its subsidiaries. Notwithstanding the foregoing, or anything else in this Agreement, nothing in this Agreement shall be interpreted to restrict Mr. Kerr from the practice of law.

5.3. The Service Provider is prohibited from using or disclosing any confidential or proprietary information belonging to the Group in any capacity other than for the benefit of the Group, both during and subsequent to this Agreement.

5.4. This non-compete obligation is reasonable in terms of duration, geographic area, and scope of prohibited activities, considering the CLO role and access to sensitive information, and is necessary to protect the legitimate business interests of the Group. Notwithstanding the foregoing, or anything else in this Agreement, nothing in this Agreement shall be interpreted to restrict Mr. Kerr from the practice of law.

5.5. If any provision of this Section 4 is found by a court or tribunal of competent jurisdiction to be excessively broad or unenforceable, such provision shall be modified to reflect the intent of the parties and enforced to the maximum extent legally permissible. Notwithstanding the foregoing, or anything else in this Agreement, nothing in this Agreement shall be interpreted to restrict Mr. Kerr from the practice of law.

5.6. Violations of this non-compete clause will subject the Mr. Kerr as agent for the Service Provider and the Service Provider to legal action and potential damages. The Client retains the right to seek injunctive relief to prevent the breach or threatened breach of this section. Notwithstanding the foregoing, or anything else in this Agreement, nothing in this Agreement shall be interpreted to restrict Mr. Kerr from the practice of law.

#### **6. RESPONSIBILITIES OF THE SERVICE PROVIDER**

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- 6.1. The Service Provider shall remain the employer of Mr. Kerr and shall be responsible for all employment-related obligations, including but not limited to payroll, taxes, benefits, and the compensation insurance. The Service Provider represents that necessary labor agreement is made between the Service Provider and the Mr. Kerr which obliges Mr. Kerr to abide respective provisions of this Agreement.
- 6.2. The Service Provider shall ensure that the Mr. Kerr complies with the Client's policies, procedures, and code of conduct while performing the Services.
- 6.3. The Service Provider shall maintain all necessary licenses and permits required to perform its obligations under this Agreement.
- 6.4. The Service Provider undertakes to provide the Client with copies of documents confirming the Qualifications of Mr. Kerr.

## **7. RIGHTS AND OBLIGATIONS OF THE CLIENT UNDER THIS AGREEMENT**

- 7.1.1. The Client shall provide the Service Provider with the necessary resources, tools, and access to information required to perform the Services effectively.
- 7.1.2. The Client shall oversee the day-to-day activities and performance of the KPIs of the CLO and provide regular feedback to the Service Provider.
- 7.1.3. The Client shall promptly notify the Service Provider of any issues or concerns related to the CLO's performance.
- 7.1.4. The Client shall observe the rights of the CLO in regulating the labor and rest regime stipulated by the labor legislation of the Republic of Kazakhstan.
- 7.1.5. The Client shall acquaint the CLO with the labor regulations and other acts including internal acts of the client at the location of the CLO directly related to the work (labor function).
- 7.1.6. Suspend work if it endangers the life, health of the CLO.
- 7.1.7. Notify the CLO of harmful and (or) dangerous working conditions and the possibility of occupational disease.
- 7.1.8. Provide the CLO with a safe workplace and provide appropriate information, training and safety equipment with respect to any hazardous conditions to which they may be exposed in the workplace.
- 7.1.9. Not change the Services without prior consent of the Service Provider and the CLO.
- 7.1.10. Ensure compliance with occupational health and safety requirements, provide safe working conditions for the CLO.
- 7.1.11. Provide the Service Provider with documents necessary to regulate labor relations with the CLO.

## **7.2. THE RIGHTS OF THE CLIENT UNDER THIS AGREEMENT**

- 7.2.1. Require performance of the Services according to the terms of this Agreement and the best industry standards for the same type of services.
- 7.2.2. Require the CLO to comply with the terms and conditions of the labor discipline and internal regulations of the and other acts of the Receiving Party.
- 7.2.3. To use the results of the Services provided for its own benefit and benefit of the Group.
- 7.2.4. To supervise performance of the Services and to give binding instructions to CLO regarding the performance of the Services.
- 7.2.5. In case of industrial necessity, suspend the CLO from the performance of the Services.
- 7.2.6. Perform background checks of the CLO if the Client deems necessary and the Service Provider and the CLO shall assist with the provision of necessary documents and the information.
- 7.2.7. To request and receive regular reports and communications regarding the performance and activities of the CLO.
- 7.2.8. To request the CLO and the Service Provider to sign separate confidentiality undertaking.
- 7.2.9. To audit the Service Provider's compliance with the contractual terms, especially regarding billing and the quality of the Services.
- 7.2.10. To use any other rights available to the Client under the applicable law.

## **8. CONFIDENTIALITY**

- 8.1. The parties acknowledge that during the term of this Agreement, they may have access to Confidential Information. Each party agrees to hold the Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing party.
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- 8.2. The obligation of confidentiality shall survive the termination or expiration of this Agreement for a period of ten years.
- 8.3. The Service Provider and its agent, Mr. Kerr, are entrusted with confidential and proprietary information of the Client and the Group that is critical to the Group's business interests. The Service Provider agrees to maintain the confidentiality of all such information and to use it solely for the purpose of performing the Services.
- 8.4. Notwithstanding any other provision in this Agreement, the Service Provider shall be held to the highest standard of the fiduciary responsibility entrusted to them for any breach of confidentiality obligations.
- 8.5. The Client shall be entitled to seek all appropriate legal remedies, including but not limited to, compensatory damages, injunctive relief, and recovery of any and all costs associated with the breach, without any limitation on the amount of such damages or costs.
- 8.6. Any disclosure of confidential information by the Service Provider that is not expressly authorized by this Agreement or required by law must be immediately reported to the Client. The Service Provider must take all reasonable steps to mitigate the effects of the disclosure and to cooperate with the Client in any remediation.
- 8.7. The obligations and liabilities of the Service Provider regarding confidentiality shall survive the termination or expiration of this Agreement indefinitely.
- 8.8. The Service Provider acknowledge that the confidential information of the Group is of such unique and valuable nature that any breach of the confidentiality obligations under this Agreement would cause irreparable harm to the Client for which monetary damages alone would not be a sufficient remedy.
- 8.9. By signing this Agreement, the Service Provider expressly agrees to the terms set forth herein regarding unlimited liability for breach of confidentiality. This Clause has been duly reviewed and agreed upon to reflect the serious nature of the confidentiality obligations.

## 9. PERSONAL DATA

- 9.1. The Client shall use the personal data provided by either the Service Provider or the CLO solely for lawful purposes directly related to the performance of the Agreement and disclosures to be made by the Client and the Group. Such purposes include, but are not limited to, workforce management, payroll processing, performance evaluations, and compliance with legal obligations.
- 9.2. The Client agrees to comply with all applicable data protection laws and regulations governing the handling of personal data. This includes ensuring that personal data is processed lawfully, transparently, and for specified, explicit purposes.
- 9.3. The Client shall provide individuals with access to their personal data and allow them to correct any inaccuracies. The Client shall also facilitate the exercise of the individual's rights under applicable data protection laws, such as the right to data portability, the right to erasure, and the right to restrict processing.
- 9.4. The Client agrees to adhere to the principles of data minimization and limit the processing of personal data to what is necessary in relation to the purposes for which they are processed. Personal data shall not be retained for longer than is necessary to fulfill the purposes for which it was collected or as required by law.
- 9.5. The Client may disclose or transfer personal data to third parties or subprocessors without the prior written consent of the Service Provider or the CLO.

## 10. INTELLECTUAL PROPERTY

- 10.1. Any work product not limited to documents, contracts, opinions, and other materials, created by the CLO or any results of the Services rendered by the CLO (the "**Work Product**") shall be the exclusive property of the Client and the Group, where applicable.
- 10.2. The Service Provider hereby assigns and agree to assign all rights, title, and interest in and to the Work Product to the Client / the Group.
- 10.3. The Service Provider shall ensure that the CLO waives any rights in the Work Product.

## 11. CONFLICT OF INTEREST

- 11.1. The Service Provider, through Mr. Kerr as it's agent, shall avoid any actual or potential conflicts of interest with the Client or the Group. A conflict of interest arises when the CLO's or the Service
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Provider's personal, financial, or other interests interfere, or appear to interfere, with the best interests of the Group.

11.2. The Service Provider shall ensure that Mr. Kerr discloses any situation that may constitute a conflict of interest to the Client as soon as it arises.

11.3. If a conflict of interest is identified, the Client may require the Mr. Kerr as agent for the Service Provider and the Service Provider to recuse themselves from certain decisions, tasks, or responsibilities to mitigate the conflict.

11.4. The Service Provider shall ensure that Mr. Kerr complies with any conflict of interest policies and procedures established by the Client.

## 12. TERMINATION

12.1. This agreement is terminable as follows:

12.1.1. Immediately by mutual agreement of the Parties.

12.1.2. Immediately upon the Disability of Mr. Kerr.

12.1.3. Immediately upon the death of Mr. Kerr.

12.1.4. By the Service Provider by providing sixty days written notice of the Voluntary Resignation of Mr. Kerr.

12.1.5. By the Client by providing sixty days written notice of its Termination of the Agreement Without Cause.

12.1.6. The Client when it has grounds for Termination of the Agreement for Cause.

## 13. RIGHTS UPON TERMINATION

13.1. Upon termination for any reason, the Service Provider shall make commercially reasonable efforts to ensure a smooth transition of the CLO's responsibilities and provide the Client with all Work Product and any other materials related to the Services.

13.2. In the event of termination under Sections 12.1.1, 12.1.4 or 12.1.6, no additional compensation shall be due to the Service Provider after the final day that Services are provided to the Client by the Service Provider.

13.3. In the event of termination under Sections 12.1.2, 12.1.3 or 12.1.5, in addition to any other severance or other benefit otherwise payable to Service Provider, the Client shall pay to equal monthly severance payment, in cash, in twenty four equal monthly instalments, a total amount equal to two times the sum of the Service Provider's annual base salary on the date of termination plus the average of all non-discretionary bonuses—including the value of any non-discretionary stock grants—paid in the preceding two years.

13.4. Indemnification

The Service Provider and Mr. Kerr shall be entitled to all the protections, rights, and coverages offered by the Bylaws of the Client and the coverages of any insurance policy, including any indemnification rights afforded to Officers or Directors of the Client and/or the Group.

## 14. GOVERNING LAW AND ARBITRATION

14.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of law principles.

14.2. Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by JAMS or the American Arbitration Association under its Arbitration Rules.

14.3. The number of arbitrators shall be three.

14.4. The seat, or legal place, of arbitration shall be Clark County, Nevada, USA.

14.5. The language to be used in the arbitral proceedings shall be English.

14.6. Arbitration Procedure:

(a) The arbitration shall be conducted by JAMS or the American Arbitration Association.

(b) The arbitration proceedings shall be confidential and all information disclosed during such proceedings, including the existence of the proceedings, shall be treated as confidential.

(c) The Client shall bear all costs and attorney fees of the parties to the Arbitration.

(d) The decision of the arbitrators shall be final and binding upon the parties, and the parties agree to abide by and implement the arbitration award in full.

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14.7. Enforcement:

The arbitral award may be enforced in any court of competent jurisdiction, and the parties consent to the jurisdiction of such court for such purposes.

14.8. Exceptions to Arbitration:

- (a) This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- (b) By agreeing to this arbitration clause, the parties agree that they are waiving their right to a trial by jury for any dispute covered by this arbitration agreement.

15. MISCELLANEOUS

15.1. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.

15.2. **Amendments**

This Agreement may be amended or modified only by a written instrument signed by both parties.

15.3. **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.4. **Notices**

15.4.1. Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, or courier using an internationally recognized courier company to the address or email address (as the case may be) specified in Clause 15.5.3 or to such other address or email address as the relevant party may from time to time specify by notice to the other parties given in accordance with this Clause.

15.4.2. A notice shall be effective upon receipt and shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand or courier; or
- (b) if sent by email, the earlier of (a) when the sender receives an automated message confirming delivery; or (b) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,
- (c) provided that, in each case, a notice received, or deemed to be received, on a day which is not a business day in the place of receipt, or after 5 p.m. on any business day in the place of receipt, shall be deemed to have been received on the next following business day in the place of receipt (and for the purposes of this Clause, a business day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

15.5. **Taxes**

Each party shall be individually responsible for the payment of any and all taxes, levies, duties, charges, and contributions assessed or required under applicable laws in connection with the performance of their obligations under this Agreement. This includes, but is not limited to, income taxes, payroll taxes, and any other form of tax liabilities associated with the remuneration received by each party.

15.6. **Expenses**

Each party to this Agreement shall bear its own costs and expenses incurred in connection with the preparation, negotiation, and execution of this Agreement. This includes, but is not limited to, legal fees, accounting fees, consultant fees, and any other expenses incurred during the drafting and negotiation phases.

15.7. **Execution and Counterparts**

15.7.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.7.2. A signed copy of this Agreement, transmitted by facsimile, email, or other means of electronic communication, is deemed to have the same legal effect as an original signed hard copy. The parties acknowledge and agree that electronic signatures (e.g., via electronic signature software or scanned signature page) are as valid as if the signatures were on original documents.

15.7.3. All copies of this Agreement, whether marked as "copy" or "original" shall be deemed equally valid for all legal, administrative, and operational purposes.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**The Client**

(signed)  
CFO FRHC  
(seal)

**The Service Provider**

(signed) Director

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**SCHEDULE 1.  
QUALIFICATIONS OF THE CLO**

1. This is Schedule 1 (*Qualifications of the CLO*) to the Outstaffing Agreement (the "**Agreement**") dated ... July 2024 made between Freedom Holding Corp. registered number C32081-2004 (the "**Client**"), and JMK Management Services Corp. registered number (the "**Service Provider**").
  2. Unless otherwise defined herein capitalized terms and expressions should have the meaning assigned to them in the Agreement.
  3. Below are the Qualifications of the CLO:
    - 3.1.1. Educational Background
      - (a) *Law Degree*: A Juris Doctor (JD) or equivalent law degree from an accredited law school.
      - (b) *Bar Admission*: Active membership in a bar association, signifying licensure to practice law in the United States of America.
    - 3.1.2. Professional Experience
      - (a) *Legal Experience*: Extensive experience in practicing companies' and corporate law, finance law, finance regulatory law, and litigation.
      - (b) *Leadership Roles*: Experience in management or supervisory multinational legal teams acquired from either inhouse or a law firm.
    - 3.1.3. Skills
      - (a) *Strategic Thinking*: Ability to align the legal strategy with the broader business objectives of the Client.
      - (b) *Communication Skills*: Proficiency in clearly and effectively communicating both in writing and verbally, with stakeholders at all levels not limited to the Board and the Officers.
      - (c) *Analytical Skills*: Strong ability to analyze legal issues, risks, and the potential impacts on the Group's operations.
      - (d) *Negotiation Skills*: exceptional negotiation skills, including an ability to negotiate with public authorities at all seniority levels.
      - (e) *Ethical Judgment*: High standards of ethics and integrity in making decisions that protect the Client and its stakeholders.
    - 3.1.4. Personal Attributes
      - (a) *Leadership*: Strong leadership qualities to guide the legal team and contribute to executive leadership.
      - (b) *Decision-making*: Capability to make timely and effective decisions under pressure.
      - (c) *Adaptability*: Ability to adapt to changing legal and business environments.
      - (d) *Proactive Approach*: Anticipating issues and initiating appropriate actions to prevent legal problems and facilitate company goals.
-

**SCHEDULE 2.  
SERVICES**

1. This is Schedule 2 (*Services*) to the Outstaffing Agreement (the "**Agreement**") dated ... July 2024 made between Freedom Holding Corp. registered number C32081-2004 (the "**Client**"), and JMK Management Services, Inc. (the "**Service Provider**").
  2. Unless otherwise defined herein capitalized terms and expressions should have the meaning assigned to them in the Agreement.
  3. Below are the Services which to be provided by the Service Provider through the CLO:
    - (a) Overseeing all legal aspects of the Group's operations.
    - (b) Providing strategic legal advice and counsel to the Client's executive Officers and the Board.
    - (c) Ensuring Client's compliance with all applicable laws, regulations, and industry standards.
    - (d) Managing the Client's internal legal team and coordinating with external legal counsel.
    - (e) Drafting, reviewing, and negotiating contracts, agreements, and other legal documents.
    - (f) Representing the Client in legal proceedings and disputes.
    - (g) Developing and implementing legal policies and procedures.
    - (h) Conducting legal risk assessments and mitigation strategies.
    - (i) Developing and overseeing the Group's legal strategy.
    - (j) Managing the legal aspects of corporate transactions.
    - (k) Overseeing litigation management.
    - (l) Overseeing intellectual property management.
    - (m) Managing contract management processes.
    - (n) Developing legal corporate policies and procedures.
    - (o) In cooperation with the Client's Chief Compliance Officer, Developing ethical and compliance programs.
    - (p) Advising the Board and the Client's CEO on legal and strategic matters.
    - (q) Providing legal advice to the Client on stakeholder communications.
    - (r) Any other duties as reasonably requested by the Client and agreed to by the Service Provider.
-

**SCHEDULE 3.  
COMPENSATION**

1. Compensation for the Services should be as follows (payable quarterly, in advance):
  - (a) Annual Compensation – USD\$ 1,000,000
  - (b) Annual Performance Bonus – USD\$ 500,000
  - (c) Discretionary Quarterly Bonus – USD\$ 125,000 (USD\$ 500,000 total)
  - (d) Annual Discretionary Stock Bonus – USD\$ 500,000
  - (e) Annual Health Insurance Reimbursement – USD\$ 50,000 (payable with the first installment)

Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

The document has been signed and all signatures has been checked

**EMPLOYMENT CONTRACT No. 1 dated January 05, 2024**

City of Astana

**Freedom Telecom Operations Limited Liability Partnership**, represented by the Chairman of the Management Board **Kairat Bakibayevich Akhmetov**, acting on the basis of the Charter, hereinafter referred to as the **Employer**, on the one part, and a **citizen of the Republic of Kazakhstan Kairat Bakibayevich Akhmetov**, hereinafter referred to as the **Employee**, on the other part, hereinafter collectively referred to as the **Parties**, have entered into this employment contract (hereinafter referred to as the Employment Contract) as follows:

**1. SUBJECT OF THE EMPLOYMENT CONTRACT**

- 1.1. Under this Employment Contract, the Employee shall perform work in a certain specialty, profession and qualification or position (employment function) for remuneration and shall comply with the labor routine. And the Employer shall provide labor conditions, pay the Employee wages in a timely manner and in full and make other payments stipulated by the current Labor Code of the Republic of Kazakhstan (hereinafter referred to as the Labor Code), other regulatory legal acts, internal regulations of the Employer and this Employment Contract.
- 1.2. The Employer shall provide, and the Employee shall agree to perform the employment functions (work in the position, specialty, profession) of the **Chairman of the Management Board of Freedom Telecom Operations LLP**.
- 1.3. The Employee shall perform his employment duties at the Employer’s office located in **the city of Almaty**.
- 1.4. Work under this Employment Contract does not involve heavy physical work or work in harmful or hazardous working conditions.
- 1.5. Hiring is made by an act of the Employer, issued on the basis of the entered into Employment Contract.
- 1.6. The activity carried out under the Employment Contract is the Employee’s **place of part-time work**.
- 1.7. The employment functions and powers of the Employee shall be determined by the Employment Contract, job description and other internal documents of the Employer.

**2. DURATION OF EMPLOYMENT CONTRACT**

- 2.1. The Employment Contract is concluded for a period of 1 (one) year **from January 5, 2024 to January 5, 2025**.
  - 2.2. Commencement of performance of employment duties is **January 5, 2024**.
  - 2.3. In the event of expiration of the Employment Contract, if neither Party has notified in writing of the termination of the employment relationship during the last working day, it shall be considered extended for the same period specified in clause 2.1. hereof. The number of extensions of the term of the Employment Contract entered into for a fixed term (at least one year) may not exceed two times. If neither Party within 24 hours has demanded the termination of the employment relationship under the Employment Contract, previously extended twice, the Employment Contract shall be considered entered into for an indefinite period.
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### 3. RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE

#### 3.1. The Employee has the right:

- 3.1.1. to enter into, amend, supplement, terminate and cancel the Employment Contract in the manner and on the terms stipulated by the Labor Code;
- 3.1.2. to demand that the Employer fulfill the terms of the Employment Contract;
- 3.1.3. to conditions that meet the occupational health and safety requirements, as defined by the labor legislation of the Republic of Kazakhstan;
- 3.1.4. to receive complete and reliable information on the state of working conditions and labor safety;
- 3.1.5. to timely and full payment of wages in accordance with the terms of the Employment Contract;
- 3.1.6. to payment for downtime in accordance with the Labor Code;
- 3.1.7. to rest, including paid annual leave;
- 3.1.8. to association, including the right to create an employee representation body, as well as membership in it, to provide and protect their labor rights, unless otherwise provided by the laws of the Republic of Kazakhstan;
- 3.1.9. to participate through their representatives in collective negotiations and the development of a draft collective agreement, as well as familiarization with the signed collective agreement;
- 3.1.10. to compensation for harm caused to health in connection with the performance of employment duties;
- 3.1.11. to compulsory social insurance and insurance against accidents in the performance of employment (official) duties;
- 3.1.12. to the provision of guarantees and compensation payments;
- 3.1.13. to protect their rights and legitimate interests by all means that do not contradict the law;
- 3.1.14. to equal payment for equal work without any discrimination;
- 3.1.15. to apply for resolution of an individual employment dispute to the relevant authorities in the manner prescribed by the Labor Code;
- 3.1.16. to be provided with a workplace equipped in accordance with occupational health safety and hygiene requirements;
- 3.1.17. to be provided with personal and collective protective equipment, special clothing in accordance with the requirements stipulated by the legislation of the Republic of Kazakhstan, as well as the Employment Contract;
- 3.1.18. to refuse to perform work if a situation arises that poses a threat to his health or life, with notification of this to the immediate supervisor or representative of the Employer;
- 3.1.19. to apply to the authorized state labor body and (or) the local labor inspection body for an inspection of occupational health and safety conditions at the workplace, as well as for representative participation in the inspection and consideration of issues related to the improvement of occupational health and safety conditions;
- 3.1.20. to appeal the actions (inactions) of the Employer in the field of employment relations and directly related relations;
- 3.1.21. to receive payment for work in accordance with the qualifications, complexity of work, quantity and quality of work performed, as well as working conditions;
- 3.1.22. to resolve individual and collective employment disputes, including the right to strike, in the manner established by the Labor Code and other laws of the Republic of Kazakhstan;
- 3.1.23. to ensure the protection of personal data stored by the Employer.
- 3.1.24. to improve the level of his professional qualifications.

#### 3.2. The Employee shall be obliged to:

- 3.2.1. honestly and conscientiously perform employment duties in accordance with agreements, the Employment Contract, and acts of the Employer;
  - 3.2.2. observe labor discipline;
  - 3.2.3. comply with the requirements for occupational health and safety, fire safety, industrial safety and occupational sanitation in the workplace;
  - 3.2.4. take good care of the property of the Employer and employees;
  - 3.2.5. inform the Employer of a situation that poses a threat to the life and health of people, the safety of the property of the Employer and employees, as well as the occurrence of downtime;
  - 3.2.6. not to disclose information constituting state secrets, official, commercial or other secrets protected by law that became known to him in connection with the performance of employment duties;
  - 3.2.7. compensate the Employer for damage caused to the extent established by the Labor Code and other laws of the Republic of Kazakhstan;
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- 3.2.8. notify the Employer of disability confirmation or other deterioration in health that prevents the continuation of employment duties.
- 3.2.9. Within 5 (five) working days from the moment of the change in the surname, first name, patronymic (if indicated in the document of identification), permanent and temporary registration address at the place of residence; name, number, date of issue of the document of identification of the Employee, notify the Employer of this, providing the Employer with the relevant document.
- 3.3. The Employee has other rights and performs other duties stipulated by the Labor Code.

#### 4. RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

##### 4.1. **The Employer has the right:**

- 4.1.1. to freedom of choice when hiring;
- 4.1.2. to enter into, amend, supplement, terminate and cancel the Employment Contract in the manner and on the terms stipulated by the Labor Code;
- 4.1.3. to issue acts of the Employer within the limits of his authority;
- 4.1.4. to create and join associations for the purpose of representing and protecting his rights and interests;
- 4.1.5. to require the Employee to comply with the terms of the Employment Contract, the Code of Labor Conduct and other acts of the Employer;
- 4.1.6. to encourage the Employee, impose disciplinary sanctions, hold the Employee financially liable in the cases and in the manner stipulated by the Labor Code;
- 4.1.7. to compensate for damage caused by the Employee in the performance of employment duties;
- 4.1.8. to establish a probationary period for the Employee;
- 4.1.9. to provide the Employee with professional training, retraining and advanced training in accordance with the Labor Code;
- 4.1.10. to reimburse its expenses related to the Employee's training in accordance with the Labor Code;
- 4.1.11. to apply for resolution of an individual employment dispute to the relevant authorities in the manner prescribed by the Labor Code.

##### 4.2. **The Employer shall be obliged to:**

- 4.2.1. comply with the requirements of the labor legislation of the Republic of Kazakhstan, agreements, the Employment Contract, and acts issued by it;
  - 4.2.2. upon hiring, enter into an Employment Contract with the Employee in the manner and on the terms established by the Labor Code;
  - 4.2.3. upon hiring, require the documents necessary for entering into an Employment Contract, in accordance with Article 32 of the Labor Code;
  - 4.2.4. provide the Employee with work stipulated by the Employment Contract;
  - 4.2.5. on time and in full pay the Employee wages and other payments stipulated by the regulatory legal acts of the Republic of Kazakhstan, the Employment Contract, and acts of the Employer;
  - 4.2.6. familiarize the Employee with the Code of Labor Conduct and other acts of the Employer that are directly related to the work (employment function) of the Employee;
  - 4.2.7. consider proposals of the Employee's representative and provide the Employee's representative with complete and reliable information necessary for conducting collective negotiations, entering into collective agreements, as well as monitoring their implementation;
  - 4.2.8. conduct collective negotiations in the manner established by the Labor Code, enter into a collective agreement;
  - 4.2.9. provide the Employee with working conditions in accordance with the labor legislation of the Republic of Kazakhstan, the Employment Agreement;
  - 4.2.10. provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of employment duties, at his own expense;
  - 4.2.11. provide information to the authorized body on employment issues in accordance with the requirements of the legislation of the Republic of Kazakhstan on employment of the population;
  - 4.2.12. comply with the instructions of state labor inspectors;
  - 4.2.13. suspend work if its continuation poses a threat to the life, health of the Employee and other persons;
  - 4.2.14. implement compulsory social insurance and accident insurance in the performance of the Employee's employment (official) duties;
  - 4.2.15. provide the Employee with a paid annual leave;
  - 4.2.16. ensure the safety and submission to the state archive of documents confirming the Employee's labor activity, and information on the withholding and deduction of money for his pension provision;
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- 4.2.17. warn the Employee about harmful and (or) hazardous working conditions and the possibility of occupational disease;
  - 4.2.18. take measures to prevent risks in the workplace and in technological processes, carry out preventive work taking into account production and scientific and technological progress;
  - 4.2.19. keep records of working hours, including overtime work, in harmful and (or) hazardous working conditions, in heavy work performed by the Employee;
  - 4.2.20. compensate for harm caused to the life and health of the Employee, in the performance of his employment (official) duties in accordance with the Labor Code and other laws of the Republic of Kazakhstan;
  - 4.2.21. allow officials of the authorized state labor body and the local labor inspection body, the Employee's representative, technical labor protection inspectors to conduct inspections of the state of safety, working conditions and labor protection in organizations and compliance with the legislation of the Republic of Kazakhstan, as well as to investigate accidents related to employment activities and occupational diseases;
  - 4.2.22. ensure the maintenance of registers or other documents determined by the Employer, which indicate the last name, first name, patronymic (if indicated in the identity document) and date of birth of the Employee under eighteen years of age;
  - 4.2.23. collect, process and protect the personal data of the Employee in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection;
  - 4.2.24. carry out internal control over occupational health and safety.
- 4.3. The Employer has other rights and performs other duties stipulated by the Labor Code.

## **5. REMUNERATION**

- 5.1. The employee shall be established a monthly salary, excluding taxes and other mandatory payments to the budget and extra-budgetary funds, in the amount of **85,000 (eighty-five thousand) tenge.**

## **6. WORK AND REST SCHEDULE**

- 6.1. In order for the Employee to perform his employment duties, he is assigned a five-day workweek with two days off (Saturday and Sunday) for a duration of 10 hours per week, with the standard working time of 1 day - 2 hours, the beginning of the working day at 9:00, the end of the working day at 11:00.
- 6.2. The Employee is granted a paid annual labor leave of 24 (twenty-four) calendar days in accordance with the procedures established by the Labor Code.
- 6.3. The annual paid leave, at the request of the Employee, may be used in parts, only upon agreement with the Employer, taking into account production capabilities. In this case, one of the parts of the paid annual leave must be at least 14 (fourteen) calendar days.
- 6.4. The annual paid leave may be interrupted (recalling from leave) at the suggestion of the Employer and with the written consent of the Employee.

## **7. INSURANCE CONDITIONS**

- 7.1. The Employer, in accordance with the legislation of the Republic of Kazakhstan, carries out compulsory social insurance of the Employee and legal liability insurance for causing harm to the life and health of the Employee in the performance of employment duties by the latter. The terms of the specified compulsory types of insurance and the procedure for implementing insurance are established by the legislation of the Republic of Kazakhstan.

## **8. LIABILITY OF THE PARTIES AND DISPUTE SETTLEMENT**

- 8.1. The parties to the Employment Contract shall bear liability for failure to fulfill obligations under the Employment Contract as provided for by the legislation of the Republic of Kazakhstan.
  - 8.2. The Employer shall have the right to apply the following types of disciplinary sanctions for the Employee's disciplinary offence:
    - admonition;
    - reprimand;
    - severe reprimand;
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- termination of the Employment Contract at the initiative of the Employer in cases established by the Labor Code.
- 8.3. The procedure for applying and appealing disciplinary sanctions is provided for in Chapter 5 of the Labor Code.
- 8.4. The party to the Employment Contract that caused damage (harm) to the other party shall compensate it in accordance with the Labor Code and other laws of the Republic of Kazakhstan.
- 8.5. Termination of the Employment Contract after damage (harm) has been caused shall not entail the release of the Party to the Employment Contract from financial liability for compensation for the damage (harm) caused to the other Party.
- 8.6. The Employer shall compensate the Employee for unpaid wages and other payments due to him in the event of an illegal transfer to another job, non-admission of the Employee to the workplace, unilateral change in the terms of the Employment Contract, suspension from work, termination of the Employment Contract.
- 8.7. In the event of harm to the life and (or) health of the Employee in connection with the performance of his employment duties, the Employer shall compensate for the harm in the amount and manner stipulated by the legislation of the Republic of Kazakhstan.
- 8.8. The harm stipulated by clause 8.7. of the Employment Contract shall be compensated in full in the absence of insurance payments from the Employee, except for the case stipulated in clause 8.9. of the Employment Contract. If there are insurance payments, the Employer shall be obliged to compensate the Employee for the difference between the insurance amount and the actual amount of damage.
- 8.9. In the event of damage caused to the Employee associated with the establishment of a degree of loss of occupational capacity from five to twenty-nine percent inclusive, the Employer shall be obliged to compensate the Employee for lost earnings and expenses caused by damage to his health. The amount of expenses caused by damage to health, reimbursed by the Employer during the period of establishing the degree of loss of occupational capacity, may not exceed two hundred and fifty monthly calculation indexes established for the relevant financial year by the law on the republican budget, at the time of payment. Payment for reimbursement of expenses caused by damage to health shall be made on the basis of documents confirming these expenses, submitted by the Employee or the person who incurred these expenses. In this case, expenses that are included in the guaranteed volume of free medical care in accordance with the healthcare legislation of the Republic of Kazakhstan are not subject to reimbursement.
- 8.10. The Employee shall bear financial liability for damage caused to the Employer in accordance with the Employment Contract, the Agreement on Full Individual Financial Liability and the legislation of the Republic of Kazakhstan.

#### **9. PROCEDURE FOR AMENDING AND TERMINATING AN EMPLOYMENT CONTRACT**

- 9.1. Any amendments and additions to this Employment Contract shall be made in writing and signed by the Employer and the Employee. Duly executed amendments and additions shall be integral parts of this Employment Contract.
  - 9.2. After signing this Employment Contract, all previously existing agreements between the Employer and the Employee lose all legal force and, accordingly, cannot serve as the basis for any claims after entering into this Employment Contract.
  - 9.3. The grounds for termination of the Employment Contract are:
    - 9.3.1. termination of the Employment Contract by agreement of the Parties;
    - 9.3.2. expiration of the Employment Contract;
    - 9.3.3. termination of the Employment Contract at the initiative of the Employer;
    - 9.3.4. due to the transfer of the Employee to another employer;
    - 9.3.5. termination of the Employment Contract at the initiative of the Employee;
    - 9.3.6. circumstances beyond the control of the Parties;
    - 9.3.7. refusal of the Employee to continue the employment relationship;
    - 9.3.8. transfer of the Employee to an elective job (position) or his appointment to a position that precludes the possibility of continuing the employment relationship, except for cases stipulated by the laws of the Republic of Kazakhstan;
    - 9.3.9. violation of the terms of the Employment Contract.
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9.4. The procedure for terminating the Employment Contract on the grounds specified in clause 9.3. of the Employment Contract shall be determined by the relevant provisions of the Labor Code.

9.5. The Employer shall allow changes in the Employee's working conditions in connection with a change in production associated with the reorganization or change in economic, technological conditions, labor organization conditions and (or) a reduction in the volume of work while the Employee continues to work in accordance with his specialty or profession corresponding to the qualifications. In the event of a change in working conditions, appropriate additions and amendments shall be made to this Employment Contract.

9.6. The Employer shall notify the Employee in writing of a change in working conditions that occurred for the reasons specified in clause 9.5. of this Employment Contract no later than 15 (fifteen) calendar days in advance.

9.7. In the event of a written refusal by the Employee to continue work due to a change in working conditions, this Employment Contract shall be terminated on the basis provided for in sub-clause 2) of clause 1 of Article 58 of the Labor Code of the Republic of Kazakhstan.

#### 10. EMPLOYMENT DISPUTES SETTLEMENT

10.1. Individual employment disputes, if they arise between the Parties, shall be considered by conciliation commissions, and in the case of unresolved issues or failure to implement the decision of the conciliation commission - by the courts, with the exception of small business entities and heads of the executive body of a legal entity.

#### 11. FINAL PROVISIONS

11.1. Issues not reflected in the Employment Contract shall be regulated in accordance with the legislation of the Republic of Kazakhstan.

11.2. The Employment Contract is made in two copies in Russian, each having equal legal force, one for each Party.

11.3. The contents of the Contract shall not be disclosed to third parties, except in cases stipulated by law.

11.4. Annexes, additions and amendments made in the manner regulated by the Contract shall be an integral part thereof.

11.5. The following are Annexes to this Contract:

11.5.1. Non-Disclosure Agreement (Annex No. 1).

11.5.2. Consent to the collection, processing and transfer of personal data (Annex No. 2).

11.5.3. Employee's consent to viewing, collecting, processing and storing information and data (Annex No. 3).

#### 12. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

**Employee:**  
**Citizen of the Republic of Kazakhstan**  
**Kairat Bakibayevich Akhmetov**

**Employer:**  
**Freedom Telecom Operations Limited Liability Partnership**  
Legal address:  
KAZAKHSTAN, 010000, Astana city, Yessil district, 33/1 Mangilik el Ave.,  
BIN 240140004034  
IIC KZ65551Z127041126KZT  
Beneficiary Code 17  
Bank Freedom Finance Kazakhstan JSC  
BIK KSNVKZKA

**Akhmetov K.B.**

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**I have received the second copy of the Employment Contract**

\_\_\_\_\_ **Akhmetov K.B.**

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### **Non-Disclosure Agreement**

**Freedom Telecom Operations Limited Liability Partnership**, represented by the Chairman of the Management Board **Kairat Bakibayevich Akhmetov**, acting on the basis of the Charter, hereinafter referred to as the Employer, on the one part,  
**and citizen of the Republic of Kazakhstan Kairat Bakibayevich Akhmetov**, on the other part, hereinafter collectively referred to as the Parties, and individually as indicated above or the Party, guided by the legislation of the Republic of Kazakhstan, in discharge of obligations under Employment Contract No. 1 dated January 5, 2024 (hereinafter referred to as the Employment Contract), have entered into this **Non-Disclosure Agreement** (hereinafter referred to as the Agreement) as follows:

#### **1. SUBJECT OF THE AGREEMENT**

1.1. By this Agreement, the Parties shall guarantee each other non-disclosure of confidential information, access to which they receive in the performance of duties under the Employment Contract:

1.1.1. By signing this Agreement, the Employee confirms that he has been informed that in the performance of his employment duties he will be allowed access to information classified as confidential information of the Employer, and undertakes a voluntary obligation related to the preservation of confidential information, under the conditions stipulated by this Agreement;

1.1.2. By signing this Agreement, the Employer guarantees the protection of the Employee's personal data and undertakes to process (receive, store and transfer) the said data exclusively in the manner and on the conditions stipulated by the current legislation of the Republic of Kazakhstan.

#### **2. OBLIGATIONS OF THE PARTIES**

2.1. The Employee, in accordance with the legislation of the Republic of Kazakhstan regulating the procedure for protecting information constituting a commercial and official secret and in accordance with the Employer's acts regulating confidential information with which he has been familiarized, undertakes to:

2.1.1. promptly provide the Employer with information on the occurrence of grounds for refusing the Employee access or restricting access to confidential information;

2.1.2. not to evade verification activities and not to provide knowingly false personal data;

2.1.3. in the event of an attempt by third parties to obtain confidential information, immediately notify the Employer about this;

2.1.4. fully and promptly inform the Employer about changes in personal data;

2.1.5. even in the event of a single violation of the obligations assumed related to the protection of confidential information, as well as the occurrence of circumstances that are grounds for refusing access to confidential information, compensate the Employer for all direct and indirect losses caused by such a violation;

2.1.6. fulfill the requirements of this Agreement in good faith, strictly preserve the information entrusted to him/her that is considered confidential information during the period of employment relations and for 5 years after their termination, including:

2.1.6.1. not to disclose the data constituting confidential information that will be entrusted to the Employee or will become known to him/her in the course of performing his/her employment duties;

2.1.6.2. comply with the requirements of the Employer's regulatory acts governing the procedure for protecting confidential information;

2.1.6.3. not to transfer to third parties or publicly disclose information constituting confidential information of the Employer without his/her consent;

2.1.6.4. not to use knowledge of confidential information to engage in any activity that, as a competitive action (or damage to its interests), may cause damage to the Employer;

2.1.6.5. in the event of an attempt by third parties or employees (officials) of the Employer who are not related to the information known to the Employee to obtain information from him that constitutes confidential information, immediately notify the Employer;

2.1.6.6. maintain confidential information of those enterprises (persons) with which the Employer has business relations;

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2.1.6.7. immediately notify the Employer of the loss (shortage) of media containing confidential information, certificates, passes, keys to restricted areas, storage facilities, safes (metal cabinets), seals and other facts that may lead to the disclosure of the Employer's confidential information, as well as the reasons and conditions for a possible leak of information;

2.1.6.8. immediately inform the Employer of any cases of disclosure of confidential information by the Employer's employees that become known to the Employee and of other sources of leakage of the Employer's confidential information that become known to the Employee, including the Employer's Business Partners (Customers);

2.1.6.9. in the event of dismissal, all media containing confidential information of the Employer (manuscripts, drafts, drawings, magnetic tapes, disks, floppy disks, printer printouts, film and photo negatives, positives, models, materials, products, etc.), and property intended for the protection of information, which were at the disposal of the Employee in connection with the performance of his official duties during work (service), shall be transferred to the Employer.

2.2. The Employer undertakes:

2.2.1. to process the Employee's personal data solely for the purpose of ensuring compliance with laws and other regulatory legal acts, assisting the Employee in employment, training and career advancement, and ensuring the personal safety of the Employee;

2.2.2. not to require the Employee to provide information about his political, religious and other beliefs and private life;

2.2.3. not to require the Employee to provide information about his membership or activities in public associations, including employee representation bodies;

2.2.4. when making decisions affecting the interests of the Employee, not to rely on the Employee's personal data obtained as a result of their automated processing or electronically;

2.2.5. to implement and ensure the protection of the Employee's personal data in the manner established by the legislation of the Republic of Kazakhstan;

2.2.6. to familiarize the Employee with the Employer's act establishing the procedure for storing the Employee's personal data;

2.2.7. not to disclose the Employee's personal data to a third party without the written consent of the Employee;

2.2.8. allow access to the Employee's personal data only to specially authorized persons. In this case, the said persons shall have the right to receive only those personal data of the Employee that are necessary for the performance of specific functions, and observe the confidentiality restrictions;

2.2.9. to transfer the Employee's personal data within the organization in accordance with the Employer's act, which the Employee shall be familiarized with.

2.2.10. to bear other obligations stipulated by the labor legislation of the Republic of Kazakhstan.

### **3. FINAL PROVISIONS**

3.1. By signing this Agreement, the Employee confirms that he/she has been warned that for disclosure of information constituting confidential information or for the loss of information media containing such information, as well as other violations of the secrecy order, he/she will be held liable in accordance with the current legislation of the Republic of Kazakhstan. He/she is aware that violation of regulatory and organizational and administrative acts governing the protection of the Employer's confidential information may entail criminal, administrative, civil or other liability in accordance with the legislation of the Republic of Kazakhstan in the form of imprisonment, monetary penalty, an obligation to compensate for damage to the Employer (losses, lost profits and moral damage).

3.2. This Agreement shall enter into force upon its signing by the Parties and shall be valid for the duration of the Employment Contract, as well as for 5 (five) years from the date of termination of the Employment Contract.

3.3. This Agreement is made in two copies in Russian, having equal legal force, one for each Party.

### **4. SIGNATURES OF THE PARTIES**

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**Employee:**  
**Citizen of the Republic of Kazakhstan**  
**Kairat Bakibayevich Akhmetov**

**Employer:**  
**Freedom Telecom Operations Limited Liability Partnership**  
Legal address:  
KAZAKHSTAN, 010000, Astana city, Yessil district, 33/1 Mangilik el Ave.,  
BIN 240140004034  
IIC KZ65551Z127041126KZT  
Beneficiary Code 17  
Bank Freedom Finance Kazakhstan JSC  
BIK KSNVKZKA

**Akhmetov K.B.**

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**EMPLOYER’S CONSENT TO THE COLLECTION, PROCESSING AND TRANSFER OF PERSONAL DATA**

I, **Kairat Bakibayevich Akhmetov**, residing at the address: [\*\*\*], ID card [\*\*\*], issued by [\*\*\*], working under the Employment Contract dated January 5, 2024 No. 1 do hereby give consent to my employer Freedom Telecom Operations LLP (hereinafter referred to as the Employer) to collect, process and transfer my personal data in accordance with the Constitution of the Republic of Kazakhstan, the Labor Code of the Republic of Kazakhstan and the Law of the Republic of Kazakhstan dated May 21, 2013 No. 94-V “On personal data and their protection” for the purpose of implementing the Law of the Republic of Kazakhstan dated June 21, 2013 No. 105-V “On provision of pensions in the Republic of Kazakhstan”, the Law of the Republic of Kazakhstan dated February 7, 2005 No. 30-III “On compulsory insurance of employees against accidents in the performance of their employment (official) duties” and other obligations and the implementation of the Employer’s rights, provided for by the legislation of the Republic of Kazakhstan and the regulatory acts of the Employer, posted in the information resource of the Employer and which are publicly available and which I have familiarized with. The processing and transfer of personal data is permitted for the duration of the Employment Contract (the period of employment relations), and in the event of termination of the employment contract (employment relations), it is extended for the period of reporting within the timeframes established by law. I confirm that I have familiarized with the procedure for giving (revoking) the consent of the subject to the collection and processing of personal data in accordance with Article 8 of the Law dated May 21, 2013 No. 94-V “On Personal Data and Their Protection”.

January 5, 2024

\_\_\_\_\_  
(signature)

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**EMPLOYEE'S CONSENT  
TO VIEWING, COLLECTING, PROCESSING AND STORING INFORMATION AND DATA**

I, Kairat Bakibayevich Akhmetov, residing at the address: [\*\*\*], ID card [\*\*\*], issued by [\*\*\*], working under the Employment Contract dated January 5, 2024 No. 1, do hereby give consent to my Employer, Freedom Telecom Operations LLP, to view, collect, process and store information and data sent and received by me through the information systems of Freedom Telecom Operations LLP.

January 5, 2024

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(signature)

**SIGNATURE BOOK**

<b>Document name</b>	<b>Date and time of generation</b>
Employment Contract No. 1 dated January 05, 2024 Akhmetov K.	January 05, 2024 15:53:13 UTC+06

<b>No.</b>	<b>Signatory</b>	<b>Date and time of signing</b>
1	Freedom Telecom Operations Limited Liability Partnership, BIN 240140004034	January 05, 2024 12:11:21 UTC+06
2	Kairat Bakibayevich Akhmetov Kairat Bakibayevich Akhmetov	January 05, 2024 15:53:11 UTC+06

In accordance with clause 1 of Article 7 of the Law of the Republic of Kazakhstan dated January 7, 2003 N370-11 "On Electronic Documents and Electronic Digital Signatures", this document is equivalent to a paper document.

A signed document is a PDF file consisting of a visually displayed part and attached files.

The visually displayed part of the signed document is for informational purposes only and has no legal significance. Many PDF viewers support attached files, allowing you to view them and save them as regular files. Among them there are Adobe Acrobat Reader and the Firefox browser.

To verify the signature, follow the link <https://check.doodocs.kz/> and drag this file to the "Select file" area or click on the "Select file" area and select the file in the dialog box. The service will extract the attached files, find the page of the signed document, and verify the signatures.

QR-code  
Signed with doodocs.kz  
Document Management Automation Service

Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

#### EMPLOYMENT AGREEMENT NO. 1

Almaty

August 21, 2023

**Special Purpose Company Freedom Finance SPC LTD**, established in accordance with the laws of the Republic of Kazakhstan, BIN 210540900127, located at the address: Republic of Kazakhstan (the “RK”), Astana, Esil District, 16 Dostyk Street, 2, represented by the Chief Executive Director Baskakova O.S., acting on the basis of the Charter (the “**Employer**” or the “**Company**”), on the one hand, and

*FULL NAME Akhmetov Kairat Bakibayevich* (the “**Employee**”)  
*Citizenship Kazakhstan*  
*Address of residence (registration) and address of actual residence [\*\*\*]*  
*Contact phone numbers*  
*cell phone [\*\*\*]*  
*E-mail: [\*\*\*]*  
*Identification document*  
*ID document No. [\*\*\*] issued by [\*\*\*] on [\*\*\*], valid until [\*\*\*]*  
*IIN RK [\*\*\*]*

on the other side,  
 hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**” have entered into this employment agreement (the “**Agreement**”) as follows:

#### CLAUSE 1. SUBJECT MATTER OF THE AGREEMENT

1.1. In accordance with the terms of the Agreement, the Employer employs the Employee and entrusts him/her to perform duties as **Director of Private Company Freedom Telecom Holding Ltd.**, with the place of work (the “**Place of Work**”) of the Employer.

1.2. Place of work: **City of Almaty**.

#### CLAUSE 2. TERM OF THE AGREEMENT

2.1. **The commencement of the Employee’s employment** duties under this Agreement shall be **August 21, 2023**.

2.2. This Agreement shall be valid until **August 21, 2024** inclusive or for an indefinite term. Upon expiry of the term of this Agreement, the Parties shall be entitled to extend it for an indefinite or definite term of not less than one year.

#### CLAUSE 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The rights and obligations of the Parties are determined by this Agreement, acts of the Employer and collective bargaining agreement (if any), as well as the current legislation of the RK.

3.2. **The Employee shall:**

- 1) provide the Employer with the documents stipulated by the legislation of the RK for the conclusion of the Agreement
- 2) perform employment duties in accordance with agreements, this Agreement, collective bargaining agreement (if any), acts of the employer;

- 3) comply with labor discipline, namely, to observe and duly fulfill the obligations established by regulatory legal acts of the RK, agreements executed due to social partnership, this Agreement, collective bargaining agreement (if any), acts of the Employer, constituent documents of the Employer and applicable legislation of the RK;
  - 4) comply with the requirements for occupational health and safety, fire safety and industrial sanitation at the workplace;
  - 5) treat the Employer's property and use any equipment necessary and (or) given to him for the performance of his official duties with care and for the intended purpose. The Employee is obliged to compensate for the damage caused by the breach of this obligation in accordance with the procedure established by the current legislation of the RK;
  - 6) to notify the Employer of any situation that poses a threat to life and health of people, safety of the Employer's and employees' property, as well as the occurrence of downtime;
  - 7) The Employee acknowledges that any willful failure to comply with or gross violation of the requirements set forth in this Agreement, as well as persistent or single violations causing loss and damage to the business or property of the Employer, may result in the Employee being subject to disciplinary action by the Employer or termination of the Agreement in accordance with the applicable laws of the RK;
  - 8) not to disclose any information constituting official, commercial or other secret protected by law, which became known to him in connection with the performance of employment duties, including to comply with the requirements of Clause 4 of the Agreement;
  - 9) compensate the Employer for the damage caused to the Employer within the limits established by the Labor Code and the laws of the RK, as well as the Non-Competition Contract (Agreement) and other agreements signed by the Parties;
  - 10) after completion of professional training, retraining and advanced training at the Employer's expense, to work for the Employer for the period agreed upon in the training agreement. If Employee terminates the Agreement before the term established by the training agreement at the Employee's initiative or at the Employer's initiative due to the Employee's fault, the Employee shall reimburse the Employer for the costs related to his training in proportion to the unworked period of work;
  - 11) in case any of his personal data is changed, not later than 10 (ten) working days from the date of change, notify the Employer in writing. In case of a change of last name, the Employee shall provide the Employer with documents for the new last name (identity card, etc.) and a document confirming the grounds for the change of the last name (marriage certificate, certificate of change of last name, divorce certificate, etc.);
  - 12) immediately notify the Employer or the organizer of works about every occupational injury and other damage to the health of workers, signs of occupational disease (intoxication), as well as about the situation that poses a threat to life and health of people;
  - 13) notify the Employer of any disability or other deterioration of health that prevents the continuation of employment duties;
  - 14) comply with the requirements of the state labor inspector, technical inspector for labor protection, internal control specialists and medical treatment and recovery measures prescribed by medical institutions;
  - 15) undergo training, instruction and knowledge testing on occupational health and safety in the order determined by the Employer and stipulated by the legislation of the RK;
  - 16) fulfill other duties provided for by the current legislation of the RK.
- 3.3. The Employee shall have the right to**
- 1) conclude, amend, supplement, terminate and rescind this Agreement in the manner prescribed by the current legislation of the RK and the Agreement
  - 2) demand from the Employer to fulfill the terms of this Agreement, collective bargaining agreement (if any);
  - 3) working conditions that meet safety and sanitary requirements as defined in this Agreement;
  - 4) obtain complete and accurate information on the state of working conditions and labor protection;
  - 5) association, including the right to form a trade union, as well as membership in it, to represent and protect their labor rights, unless otherwise provided for by the laws of the RK;
  - 6) protect their rights and legitimate interests by all means not contrary to the law;
  - 7) timely and full payment of wages in accordance with the terms of the Agreement, collective bargaining agreement (if any);
  - 8) rest, including paid annual leave;
  - 9) payment of idle time in accordance with the Labor Code of the RK;
  - 10) participate, through their representatives, in collective bargaining and in drafting the collective bargaining agreement, and familiarize themselves with the signed collective bargaining agreement (if any);
  - 11) compensation for damage to health caused in connection with the performance of labor duties;
  - 12) mandatory social insurance;
  - 13) insurance against accidents in the performance of labor (official) duties;
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- 14) guarantees and compensation payments provided for by this Agreement and the laws of the RK;
- 15) equal pay for equal work without discrimination;
- 16) apply for the resolution of an individual labor dispute, subsequently, to a conciliation commission and a court in accordance with the procedure provided for by law;
- 17) being provided with individual and collective protection means in accordance with the requirements stipulated by the legislation of the RK, as well as this Agreement, collective bargaining agreement (if any);
- 18) resolution of individual and collective labor disputes, including the right to strike, in accordance with the procedure established by the laws of the RK;
- 19) providing for the protection of personal data held by the Employer;
- 20) a workplace equipped in accordance with health and safety requirements;
- 21) provision of sanitary and living premises, personal and collective protection equipment in accordance with the requirements for occupational safety and health, as well as this Agreement and collective bargaining agreements;
- 22) participate personally or through a representative in the inspection and consideration of issues related to the improvement of labor conditions, safety and labor protection;
- 23) refuse to perform work in case the Employer fails to provide the Employee with personal and (or) collective protective equipment and in the event of a situation that poses a threat to his/her health or life, with written notice to the immediate supervisor or the Employer;
- 24) education and professional training, necessary for safe performance of labor duties, in accordance with the procedure established by the legislation of the RK;
- 25) receive reliable information from the Employer about the characteristics of the workplace and the territory of the organization, the state of working conditions, safety and health protection, the existing risk of health damage, as well as measures to protect him/her from exposure to harmful and (or) dangerous industry factors;
- 26) to retain the average salary for the period of suspension of the organization's work due to non-compliance with occupational health and safety requirements;
- 27) exercise other rights provided for by the current legislation of the RK.

**3.4. The Employer shall:**

- 1) comply with the requirements of the labor legislation of the RK, agreements in the order of social partnership, Agreement, collective bargaining agreement (if any), acts issued by the Employer;
  - 2) upon employment, to conclude the Agreement with the Employee in accordance with the procedure and on the terms and conditions established by the Labor Code of the RK;
  - 3) provide the Employee with the work stipulated in the Agreement;
  - 4) familiarize the Employee with the company's internal labor regulations, other acts of the Employer directly related to the Employee's work (job function), and the collective bargaining agreement (if any);
  - 5) consider the proposals of employee representatives and provide employee representatives with complete and accurate information necessary for collective bargaining, collective bargaining agreements, and monitoring their implementation;
  - 6) conduct collective bargaining in accordance with the procedure established by the Labor Code;
  - 7) provide the Employee with working conditions in accordance with the labor legislation of the RK, the Agreement, collective bargaining agreement (if any);
  - 8) provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of labor duties at the Employer's own expense;
  - 9) timely and in full pay to the Employee wages and other payments stipulated by regulatory legal acts of the RK, the Agreement, collective bargaining agreement (if any), acts of the Employer;
  - 10) provide information to the authorized body on employment issues in accordance with the requirements of the employment legislation of the RK;
  - 11) implement internal controls on occupational health and safety;
  - 12) comply with the instructions of state labor inspectors;
  - 13) suspend work if its continuation poses a threat to the life, health of the Employee and other persons;
  - 14) carry out mandatory social insurance of the Employee and contributions for mandatory medical insurance;
  - 15) insure the Employee against accidents in the performance of labor (service) duties;
  - 16) provide the Employee with annual paid labor leave;
  - 17) ensure the safekeeping and submission to the state archive of documents confirming the Employee's labor activity and information on withholding and deduction of money for his/her pension provision;
  - 18) warn the Employee about harmful and (or) dangerous working conditions and the possibility of occupational disease;
  - 19) take measures to prevent risks at workplaces and in technological processes, to carry out preventive work taking into account production and scientific and technical progress;
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- 20) keep records of working hours, including overtime work, work in harmful and (or) hazardous working conditions, heavy work performed by the Employee;
- 21) compensate for harm caused to the life and health of an employee in the performance of his/her labor (service) duties in accordance with the Labor Code of the RK and other laws of the RK;
- 22) demand at employment the documents necessary for the conclusion of the Agreement in accordance with the current legislation of the RK;
- 23) collect, process and protect the Employee's personal data in accordance with the legislation of the RK on personal data and its protection;
- 24) fulfill other duties provided for by the current legislation of the RK.

**3.5. The Employer has the right to:**

- 1) freedom of choice in hiring;
- 2) amend, supplement, terminate the Agreement with the Employee in the manner prescribed by the laws of the RK;
- 3) issue, within the limits of his/her authority, acts of the Employer, including orders, instructions, regulations, provisions, labor regulations and other documents in accordance with the legislation of the RK;
- 4) establish and join associations for the purpose of representing and defending their rights and interests;
- 5) require the Employee to fulfill the terms and conditions of the Agreement, collective bargaining agreement (if any), labor regulations and other acts of the Employer;
- 6) provide incentives to employees, impose disciplinary penalties, and hold employees financially liable in cases and in accordance with the procedure stipulated by the Labor Code of the RK;
- 7) compensate for damage caused to the Employee in the performance of labor duties in accordance with the laws of the RK;
- 8) apply to the court in order to protect their rights and legitimate interests in the sphere of labor;
- 9) provide employees with professional training, retraining and professional development in accordance with the Labor Code of the RK;
- 10) reimbursement of its costs associated with the Employee's education in educational organizations at the Employer's direction, in accordance with the education agreement (training contract);
- 11) apply for the resolution of an individual labor dispute to a conciliation commission or a court in accordance with the procedure provided for by the Labor Code of the RK;
- 12) suspend and bring to disciplinary liability the Employee in case he/she violates the requirements for occupational safety and health in accordance with the procedure established by the Labor Code of the RK;
- 13) exercise other rights provided for by the current legislation of the RK.

**CLAUSE 4. CONFIDENTIAL INFORMATION**

4.1. **Confidential information** of the Employer is the Documentation (as defined in Clause 4.2. of the Agreement), as well as other information constituting commercial, financial, official secrets, undisclosed information, secrets and production technology, results of intellectual activity and intellectual property and copyright objects, any information about partners, information about the management structure of the Company, methods of tax planning and tax optimization, other protected information of any member of the Group of Persons (as defined in Clause 4.3. of the Agreement). Confidential Information includes, among other things, data on the identity and financial, commercial and other activities of any member of the Group of Persons, information on the Employee's job duties, the amount of his/her salary and remuneration, personal data of the employees of the Group of Persons, as well as any other information defined by the Employer as confidential and the disclosure of which may be considered by the Employer as activities detrimental to the Employer and (or) its customers, partners, or relating to commercial transactions and other matters.

Neither the Employer nor the members of the Group of Persons shall be required to designate the above designated information as Confidential Information in order for it to qualify as such.

4.2. **Documentation** is any records, memos, information, data, intellectual property and copyrights, electronic data carriers, films, photographs, plans, drawings, product samples, in any version and in any form (paper, electronic, other) relating to any member of the Group of Persons, including, inter alia, relating to their activities, production products, technological processes, software and program codes, information about clients and their brokerage accounts/investment portfolios, and information about their clients and their investment portfolios. The Documentation is the exclusive property of the Employer, unless it is the property of another member of the Group of Persons.

4.3. **"Group of Persons"** means: The Employer, its clients, founders, employees other than the Employee, contract counterparties, other persons related to the Employer, including related and affiliated legal entities and individuals defined in accordance with the laws of the RK.

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4.4. The use of **Confidential Information** includes: any use, practical application, study, disclosure, transfer, disclosure, publication of Confidential Information (any part thereof) by the Employee, granting access to Confidential Information (any part thereof) by the Employee to persons other than the respective right holder, personal use, other acts and omissions on the part of the Employee that may result in violation of the legitimate interests of any member of the Group of Persons with respect to Confidential Information.

4.5. The Employee is obliged to keep Confidential Information secret and may not use the Confidential Information in any way, except in cases: when it is used for official purposes in the interests of the Employer and when disclosure of Confidential Information is mandatory for the Employee at the request of the authorized state bodies of the RK or the court in accordance with the legislation of the RK. The Employee shall immediately notify the Employer of the need for disclosure and of any disclosure of Confidential Information.

4.6 Employees may not take the Documentation outside the Employer's office and use the Confidential Information, including sending it by e-mail and copying it to any media, using facsimile transmission, etc., or otherwise allow its disclosure and/or distribution without the Employer's authorization.

4.7. In the event of termination of the Agreement and the employment relationship for any reason, the Employee undertakes to deliver (provide) to the Employer immediately and without delay within 2 (two) days all Documentation and other property belonging to the Employer, its affiliates, which is in the Employee's possession or under his control, and he shall not retain copies of these documents.

4.8. In case of breach of the requirements set forth in Clause 4 of the Agreement, the Employee shall be liable in full (including compensation of losses) in accordance with the applicable laws of the RK.

## CLAUSE 5. INTELLECTUAL PROPERTY

5.1. All proprietary (exclusive) rights of the Employee to intellectual property objects (hereinafter referred to as "**Service Work**") created by the Employee in the performance of official duties or official assignment of the Employer shall belong to the Employer in accordance with the laws of the RK and international treaties. The right to open access to the work to an indefinite number of persons (right to publicize) for works created in the performance of official duties or official assignment of the Employer shall belong to the Employer. The Employer has the right to revoke the earlier decision to publicize the work (right of revocation).

5.2. The right to obtain any protection document for intellectual property objects and copyrights, including innovative patent, patent, certificate of trademark registration or certificate of state registration of copyright (the "**Protection Document**"), created by the Employee, not related to the performance of his/her official duties or a specific assignment received from the Employer, but using information, as well as material, technical and other means of the Employer, shall belong to the Employer.

5.3. The Employer owns property (exclusive) rights to use the Service Work in any form and by any means, which means the right to carry out, authorize or prohibit the implementation of any actions contrary to the legislative acts of the RK, international treaties, including:

- 1) to reproduce the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] (right of reproduction);
  - 2) distribute the original or copies of the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] in any way: sell, exchange, rent (lease), perform other operations, including in an open information and communication network (right of distribution);
  - 3) import copies of the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] for distribution purposes (import right);
  - 4) publicly display the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] (right of public display);
  - 5) make the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] available to the public (right to make it available to the public);
  - 6) publicly communicate the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] to the public (communicate the Service Work to the public), including broadcasting or cablecasting (right of public communication);
  - 7) to broadcast the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,], including the first and (or) subsequent broadcasting for public information (the right to broadcast);
  - 8) communicate the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] by cable, including the first and (or) subsequent cable communication to the public (the right to cable communication);
  - 9) remake, use the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,] as a basis for creating other images and/or volumetric and spatial forms or otherwise rework the
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Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement,]. Processing shall mean, including but not limited to, the creation of a derivative work (processing and the like) (right of processing):

- 10) dispose of and/or encumber by any means the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement];
- 11) perform other actions not contrary to the applicable law.

The exclusive right implies the right of the Employer to use the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] in any way it sees fit, as well as to authorize third parties to use the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] or to assign the right to the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] during the entire term of the exclusive right to the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] on the territory of any country of the world where the exclusive right to the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] is protected.

5.4. The Employee hereby agrees that the salary paid in accordance with this Agreement shall be the proper and exclusive author remuneration of the Employee for the Service Work [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement].

5.5. The Employee shall transfer to the Employer the Service Work (intellectual property object) [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] created in the course of performance of his/her official duties or official assignment of the Employer [and/or the object of intellectual property provided for in Clause 5.2 of the Agreement] under the transfer and acceptance act or within the framework of official correspondence or saving the working file on the material and technical base of the Employer or its agents providing information and technical services to the Employer and/or the companies of its corporate group.

5.6. The Employee shall not without a consent of the Employer to use the products (source code, schemes, models and other) that he developed during the effective term of the Agreement.

The Employer has the right, in any use of the Service Work, to indicate its name as the owner of the intellectual property right. The Employee agrees that when the Employer uses the Service Work, the Employee's name as the author of the Service Work will not be indicated or require such indication.

Clause 5 shall survive the termination of this Agreement and the termination of the Employee's employment.

#### **CLAUSE 6. BUSINESS TRIPS AND TRANSFERS**

6.1. The Employee acknowledges that he/she may from time to time be seconded to other regions of the Republic of Kazakhstan and beyond on the Employer's business and in the Employer's interests to perform the duties arising from this Agreement to the extent permitted by the laws of the Republic of Kazakhstan.

6.2. In case the Employee is seconded to another location, the Employer shall compensate the Employee:

- 1) per diem for calendar days on a business trip, including travel time;
- 2) travel expenses to and from the place of destination;
- 3) the cost of renting residential premises;
- 4) other expenses provided for in a separate agreement with the Employer.

6.3. Upon the Employee's consent, the Employee may be transferred to another job, including:

- 1) change of the Employee's labor function, i.e. performance of work in another position, specialty, profession, qualification;
- 2) assignment of work, in the performance of which the labor conditions (amount of wages, working hours and rest time, benefits and other conditions) stipulated by this Agreement are changed;
- 3) transfer to a separate structural subdivision of the Employer, namely a branch or representative office;
- 4) transfer to another location together with the Employer.

6.4. If necessary, in accordance with the requirements of the current legislation of the RK, the transfer of the Employee to another job is formalized by making appropriate amendments to this Agreement and by an act of the Employer.

6.5. The transfer of the Employee to another workplace or to another structural subdivision of the Employer in the same area within the same position, specialty, profession, qualification stipulated by this Agreement shall not be a transfer to another job and does not require the Employee's prior consent.

#### **CLAUSE 7. LABOR CONDITIONS AND SAFETY. INSURANCE**

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7.1. The work assigned to the Employee under the Agreement shall not be classified as heavy work, work with harmful, especially harmful or hazardous working conditions.

7.2. The Employee shall not be allowed to work independently until he/she has undergone preliminary training, internship, instructing, knowledge testing and other mandatory formalities (if any are required by the laws of the RK for the Employee's admission to work) on occupational health and safety issues. Until that moment the Employee is not entitled to perform work independently.

7.3. The Employer undertakes to create for the Employee sanitary and hygienic conditions stipulated by the legislation of the RK, as well as other conditions agreed upon by the Parties for the Employee to perform the labor function stipulated by the Agreement.

7.4. The Employer shall provide the Employee with a workplace in the Employer's workplace, located at the place of work determined by the Agreement, equipped in accordance with the safety and labor protection requirements. At the first request of the Employer and within the period set by the Employer, the Employee undertakes to immediately return to the Employer the property received from the Employer.

7.5. The Employer's liability for damage caused to the Employee's life and health in the performance of his/her labor duties (total or partial disability) is subject to insurance in accordance with the current legislation of the RK. The Employer is obliged to reimburse the Employee for the difference between the sum insured and the actual amount of damage. In the absence of insurance indemnity payments to the Employee, the Employer is obliged to compensate him/her for the damage in the manner and on the terms stipulated by the current legislation of the RK.

7.6. Insurance of civil liability of the Employer for causing harm to the life and health of the Employee in the performance of his/her labor (service) duties shall be carried out in the manner and on the terms provided for by the current legislation of the RK.

#### **CLAUSE 8. PAYMENT FOR WORK**

8.1. For the work performed, the Employer undertakes to pay the Employee who has worked the full monthly working hours and fulfilled the labor norms (labour duties) a salary in the amount specified in Annex 1 to this Agreement in accordance with the procedure established by the Employer's acts. The Employer shall withhold from the Employee's wages and transfer to the budget income tax and other necessary taxes (if such are subject to withholding on legal grounds), withheld at source, mandatory pension contributions and other deductions in accordance with the current legislation of the RK.

8.2. Wages shall be paid to the Employee by the tenth (10th) day of the month following the month worked. If the day of payment of wages coincides with a weekend or public holiday, the payment shall be made on the day before it. The Employer is entitled to pay the wages to the Employee earlier than the established date, including by dividing the total amount of wages into several parts paid on different days, but not later than the deadline established by the Agreement.

8.3. The method and place of payment of wages and other payments to the Employee are determined by the Employer. At the decision of the Employer, payments to the Employee may be made in cash or by transferring money to the Employee's bank account (card or other account).

8.4. In order to increase the Employee's interest in improving the efficiency of production and the quality of work performed, the Employer has the right to introduce bonus systems and other forms of labor incentives, as well as has the right, at its discretion, to pay to the Employee one-time incentive payments in accordance with the procedure and on the terms stipulated by the Employer's acts.

8.5. For work on weekends and holidays, the Employee shall, at his/her request, be given another day of rest or shall be paid at one and one-half times the daily (hourly) rate of the Employee.

8.6. Upon termination of the Agreement, payment of amounts due to the Employee shall be made no later than three working days after termination.

#### **CLAUSE 9. WORKING HOURS AND REST PERIODS**

9.1. The employee shall be assigned a five-day work week with a daily working time of eight (8) hours, totaling forty (40) working hours per week.

9.2. A 5-day working week with 2 days off is established for the Employee. In case of industrial necessity, conditioned by the work schedule of the Workplace, the Employee may be engaged in overtime work, work on holidays and weekends in accordance with the procedure and on the terms stipulated by the current legislation of the Republic of Kazakhstan.

9.3. The Employee may apply for permission to work a modified schedule in accordance with the production necessity and taking into account the social and personal needs of the Employee. The Employer reserves the right in

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the future to establish shifts, division of daily working hours into parts, flexible working hours, other working days and hours or otherwise change working hours in accordance with the laws of the RK. If necessary, the shift schedule of employees shall be established by an act of the Employer.

9.4. The working hours, rest time, work schedule and break time for the Employee shall be set as follows: a normal working day shall last from 09.00 to 18.00 with a break from 13.00 to 14.00 for rest and meals.

9.5. The current legislation of the RK applies to the duration of rest between working days, weekends and official holidays.

9.6. The Employer guarantees to the Employee a paid annual labor leave (the "Labor Leave") of twenty-eight (28) calendar days with retention of the place of work, position and average salary.

9.7. Paid annual labor leave is granted to the Employee in accordance with the vacation schedule, which is annually approved by the Employer. Paid annual labor leave may be granted in parts, and one part of the paid annual labor leave shall not be less than two calendar weeks, taking into account industrial necessity. Notice of intent to take regular annual leave must be given by the Employee in writing. Paid annual labor leave shall be granted to the Employee for the first and subsequent years of employment by agreement of the Parties at any time of the working year.

9.8. The Labor Leave may be interrupted by the Employer only with the Employee's written consent. The Employee's refusal of the Employer's offer is not a violation of labor discipline.

9.9. The unused part of the paid annual labor leave due to recall shall, upon agreement of the Parties to the Agreement, shall be granted during the current year or in the next working year at any time or shall be joined to the paid annual labor leave for the next working year.

9.10. It is forbidden not to grant the Labor Leave for 2 (two) consecutive years. In order to comply with this legal requirement, if the Employee fails to agree with the Employer on the order of granting a particular Labor Leave in full or in part, the Employer may grant such Labor Leave (part thereof) to the Employee by its order unilaterally, having familiarized the Employee with the order.

9.11. At the Employee's request, he/she may be granted unpaid leave for a duration determined by agreement of the Parties.

9.12. Based on the Employee's written application, the Employer shall grant a leave of absence without pay of up to five (5) calendar days if the event of:

- 1) registration of the Employee's marriage;
- 2) birth of the Employee's child;
- 3) death of the Employee's immediate family members;
- 4) in other cases stipulated by the collective bargaining agreement (if any).

9.13. Provision of social leave to the Employee in connection with the birth of a child (children), adoption of a newborn child (children) is carried out under the conditions stipulated by the legislation of the RK.

#### **CLAUSE 10. REGIME OF GUARANTEES AND COMPENSATIONS. SOCIAL BENEFITS**

10.1. The Employer shall pay compensation to the Employee in the amount and in cases stipulated by the current legislation of the RK (including compensation upon termination of this Agreement; compensation for unused vacation, for work on holidays and weekends, compensation for travel expenses and other compensation stipulated by the legislation of the RK). In cases when the amount of such compensations is not determined by the norms of the current legislation of the RK, the amount of compensations shall be determined by an additional agreement of the Parties.

10.2. Compensation for unused vacation or part thereof, as well as compensation for work on holidays and weekends may be replaced by the provision of other days of rest at the Employee's request.

10.3. By additional agreement of the parties, when the Employee uses personal property in the interests of the Employer and with his/her consent, the Employer shall make compensation payment for the use, depreciation (amortization) of tools, personal vehicles, other technical means and expenses for their operation.

10.4. The Employer shall make compensatory payments for loss of work in the amount of the average monthly salary in the following cases: 1) when the Agreement is terminated at the initiative of the Employer in case of liquidation of the Employer as a legal entity; 2) when the Agreement is terminated at the initiative of the Employer in case of reduction in number or staff of employees; 3) when the Agreement is terminated at the initiative of the Employee in case of non-fulfillment of the terms and conditions of the employment agreement by the Employer.

10.5. The Employer is obliged to pay the Employee social benefits for temporary incapacity for work at the Employer's expense.

10.6. The basis for payment of social benefits for temporary incapacity for work are certificates of incapacity for work issued in accordance with the procedure approved by the authorized body in the field of health care.

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10.7. Social benefits for temporary disability shall be paid to the Employee from the first day of disability until the day of restoration of the ability to work or until the establishment of disability in accordance with the legislation of the RK.

10.8. The amount of social benefits for temporary disability is determined by the Government of the RK, the procedure for appointment and payment is determined by the authorized state labor authority.

#### **CLAUSE 11. EMPLOYEE'S PERSONAL DATA**

11.1. The Employer shall process (receive, store, transfer) the Employee's personal data in accordance with the procedure stipulated by this Agreement and the current legislation of the RK. At the same time, personal data within the framework of labor relations between the Employee and the Employer shall mean information about the Employee necessary for the emergence, continuation and termination of labor relations, including, but not limited to: data contained in registration, records and other documents identifying the Employee's identity; education, qualifications, specialty; property, social and official status of the Employee; place of residence of the Employee; the Employee's attitude to religion, political beliefs, belonging to a clan or class, public associations, military service, work experience and places of previous employment, the Employee's personal and business skills (personal and family life, including personal data of the Employee's family members), other data that by virtue of the agreement of the parties or the legislation of the RK considered as the Employee's personal data.

11.2. When processing Employee's personal data, the Employer shall comply with the following requirements:

1) processing of Employee's personal data is carried out in order to ensure compliance with the regulatory legal acts of the RK, to assist the Employee in employment, training and promotion, to ensure personal safety of the Employee;

2) the scope and content of the Employee's personal data processed shall be determined in accordance with this Agreement, the Employer's internal documents and the laws of the RK;

3) personal data shall be submitted to the Employer personally by the Employee.

11.3. The Employer shall not have the right to demand from the Employee information about his/her political, religious and other beliefs, private life, membership or activity in public associations, including trade unions.

11.4. When making decisions affecting the interests of the Employee, the Employer may not base its decisions on the Employee's personal data obtained as a result of automated processing or by electronic means.

11.5. Protection of the Employee's personal data shall be provided by the Employer in accordance with the procedure established by the legislation of the RK.

11.6. The order of storage of personal data of the Employee in the Company is established by the relevant act of the Employer in compliance with the requirements established by the legislation of the RK. The Employee shall be familiarized with the Employer's act establishing the procedure for storage of the Employee's personal data.

11.7. In order to ensure the protection of personal data held by the Employer, the Employee has the right to:

1) free access to his/her personal data, including the right to receive copies of records containing the Employee's personal data, except for cases provided for by the legislation of the RK;

2) exclusion or correction of incorrect or incomplete personal data, as well as data processed in violation of the requirements of the legislation of the RK;

3) require the Employer to notify the persons to whom incorrect or incomplete personal data of the Employee was previously communicated of the corrections made therein;

4) appeal to the court against the Employer's actions (inaction) in processing the Employee's personal data.

#### **CLAUSE 12. LIABILITY OF THE PARTIES**

12.1. For improper fulfillment of obligations stipulated by this Agreement the Parties shall be liable in accordance with the current legislation of the RK.

#### **CLAUSE 13. TERMINATION AND RESCISSION OF THE AGREEMENT**

13.1. This Agreement may be terminated in accordance with the procedure stipulated by the current legislation of the RK on the following grounds:

1) by agreement of the Parties;

2) due to the expiration of the Agreement;

3) on the Employer's initiative;

4) in connection with the Employee's transfer to another employer;

5) at the initiative of the Employee;

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- 6) in the event of circumstances beyond the control of the Parties;
- 7) in case of the Employee's refusal to continue the employment relationship;
- 8) in case of the Employee's transition to an elective job (position) or appointment to a position that excludes the possibility of continuing labor relations, except as provided for by the legislation of the RK;
- 9) in case of breach of the terms for conclusion of the Agreement.

13.2. A Party to the Agreement, which has expressed a desire to terminate the Agreement by agreement of the Parties, shall send a written notice to the other Party. The Party receiving such notice shall be obliged to inform the other Party in writing of the decision made within 3 (three) working days. The date of termination of the Agreement by agreement of the Parties shall be determined by agreement between the Employee and the Employer. The Agreement may be terminated by the Employer without complying with the requirements of this subparagraph with a compensation payment in the amount of one average salary.

13.3. This Agreement may be unilaterally terminated at the initiative of the Employer on the following grounds:

- 1) liquidation of the Employer;
- 2) reduction in the number or staff of employees;
- 3) decrease in the volume of production, work performed and services rendered, resulting in deterioration of the Employer's economic condition;
- 4) inconsistency of the Employee with the position held or work performed due to insufficient qualification confirmed by the results of attestation;
- 5) incompatibility of the Employee with the position held or work performed due to a health condition that prevents the Employee from continuing this work;
- 6) the Employee's absence from work without a valid excuse for three or more consecutive hours in one working day (working shift);
- 7) the Employee's presence at work in a state of alcoholic, narcotic, psychotropic, toxicomaniacal intoxication (their analogs), including in cases of consumption during the working day of substances causing a state of alcoholic, narcotic, toxicomaniacal intoxication (their analogs);
- 8) refusal to undergo medical examination to establish the fact of use of substances causing the state of alcoholic, narcotic, toxicomaniacal intoxication, confirmed by the relevant act;
- 9) violation of labor protection or fire safety rules by the Employee, which has caused or could have caused serious consequences, including occupational injuries and accidents;
- 10) theft (including petty theft) of other people's property, willful destruction or damage of property, established by an enforceable court sentence or ruling;
- 11) committing culpable acts or omissions by the Employee servicing cash or commodity values, if such acts or omissions give grounds for loss of trust in him/her on the part of the Employer;
- 12) disclosure by the Employee of information constituting confidential information and other secrets protected by law, which became known to him/her in connection with the performance of labor duties;
- 13) repeated non-performance or improper performance of labor duties by the Employee without valid reasons, if he/she has a disciplinary penalty;
- 14) submission by the Employee to the Employer of knowingly false documents or information when concluding this Agreement, if the true documents or information could have been grounds for refusal to conclude the Agreement;
- 15) the Employee's absence from work for more than two consecutive months due to temporary disability, except for cases when the Employee is on maternity leave, or if the disease is included in the list of diseases for which a longer period of disability is established, approved by the authorized state body in the field of health care;
- 16) the Employee has committed a corruption offense, which, in accordance with a judicial act, excludes the possibility of further employment;
- 17) the Employee reaches the retirement age established by the Law of the RK "On Pension Provision in the RK", with the right to annually extend the term of the employment agreement by mutual agreement of the parties;
- 18) the Employee's absence from work for more than one month for reasons unknown to the Employer.

13.4. In case of termination of the Agreement at the initiative of the Employee, the Employee shall notify the Employer in writing at least one month in advance. With the Employer's written consent, the termination of the employment Agreement may be made before the expiry of the notice period.

13.5. In case of termination of the Agreement on the grounds stipulated in subclauses 2) and 3) of Clause 13.3, the Employer shall notify the Employee in writing of the termination of the Agreement at least one month in advance. With the Employee's written consent, the Agreement may be terminated before the expiration of the notice period. By agreement of the parties, the notice period may be replaced by payment of wages proportional to the unworked period.

13.6. Termination of the Agreement shall be formalized by an act of the Employer, which specifies the grounds for termination of the Agreement in accordance with the laws of the RK. A copy of the Employer's act on the

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termination of the Agreement shall be handed to the Employee or sent to him/her by letter with a notice within three days.

13.7. The date of termination of the Agreement shall be the last day of work, except for cases stipulated by the legislation of the RK. On the day of termination of the Agreement, the Employer is obliged to issue a labor book or other document confirming the employment of the Employee.

#### **CLAUSE 14. LABOR DISPUTES**

14.1. Individual labor disputes are considered by conciliation commissions, and in case of unresolved issues or failure to implement the decision of the conciliation commission - by courts.

14.2. The dispute is considered in the presence of the applicant and (or) his authorized representative within the limits of delegated powers in accordance with normative legal acts of the RK.

14.3. The conciliation commission shall be obliged to consider the dispute within fifteen working days from the date of registration of the application and issue copies of the decision to the parties to the dispute within three days from the date of its adoption.

14.4. The decision of the conciliation commission is subject to execution within the term established by it, except for the dispute on reinstatement on the job.

14.5. If the Employee or the Employer fails to fulfill the decision of the conciliation commission within the established term, the Employee or the Employer shall have the right to appeal to the court.

#### **CLAUSE 15. AGREEMENT MODIFICATION**

15.1. Amendments and additions to this Agreement, including transfer to another job, shall be made by the Parties in writing in the form of an additional agreement.

15.2. The notice on change of the Agreement conditions shall be submitted by one of the parties and considered by the other party within five working days from the date of its submission. The party that has received a notice of change in the terms and conditions of this Agreement, including transfer to another job, shall be obliged to notify the other party of the decision within the term set forth in this Clause.

15.3. In connection with changes related to reorganization or changes in economic, technological conditions, conditions of labor organization and (or) reduction in the scope of work at the Employer, it is allowed to change the working conditions of the Employee when he/she continues to work in accordance with his/her specialty or profession, corresponding qualification.

#### **CLAUSE 16. OTHER CONDITIONS**

16.1. Other issues not governed by this Agreement shall be settled on the basis of the current legislation of the RK.

16.2. The invalidation of this Agreement through the fault of the Employer shall not entail the loss of the Employee's right to wages, compensation for unused days of paid annual leave, other payments and benefits. The invalidation of individual provisions of the Agreement shall not entail invalidity of the entire Agreement.

16.3. In case of change of the Company's name, change of the owner of the Company's shares, reorganization of the Company, employment relations with the Employee shall continue unchanged.

16.4. This Agreement is made in two copies: in two copies in the Russian and Kazakh languages having equal legal force, one copy for each of the Parties.

#### **CLAUSE 17. SIGNATURES OF THE PARTIES**

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**EMPLOYER**

**EMPLOYEE**

/s/ Baskakova O.S.

Baskakova O.S.

Chief Executive Director of Special Purpose Company FREEDOM FINANCE SPC LTD

(signature) (seal)

/s/ Akhmetov Kairat Bakibayevich

Full Name in Words

Akhmetov Kairat Bakibayevich

*Second copy of the Agreement received /s/ Akhmetov Kairat Bakibayevich*

Full Name in Words

Akhmetov Kairat Bakibayevich

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1. The Employer sets the Employee's salary as follows:

The monthly salary of the Employee shall be **18,470,000 (eighteen million four hundred seventy thousand) Tenge** (excluding contributions for mandatory social medical insurance, mandatory pension contributions to the accumulative pension fund and individual income tax and other mandatory payments at the rates to the budget in the manner determined by the legislation of the Republic of Kazakhstan).

**EMPLOYER**

**SPECIAL PURPOSE COMPANY FREEDOM FINANCE SPC LTD**

Name

**BASKAKOVA O.S., CHIEF EXECUTIVE DIRECTOR**

/s/ Baskakova O.S.

Baskakova O.S.  
(signature/ seal)

**EMPLOYEE**

**/Akhmetov K.B./**

/s/ Akhmetov K.B.  
Akhmetov K.B.

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**OBLIGATION**  
**on non-disclosure of confidential information**

City of Astana

August 21, 2023

I, **Kairat Bakibayevich Akhmetov**, being an employee of Special Purpose Company Freedom Finance SPC LTD, undertake to:

1. During the period of work not to disclose confidential information, which will be entrusted or become known to me in the performance of my labor duties, as well as within three years from the date of termination (rescission) of the employment agreement with Freedom Finance SPC LTD.
  2. Not to transfer without the consent of Special Purpose Company Freedom Finance SPC LTD to third parties and not to publicly disclose information that is confidential information, except in cases when the transfer of such information is part of the job duties of the employee or provided for in the contract between this person and Special Purpose Company Freedom Finance SPC LTD or authorized in the manner defined by the internal regulatory documents of the Company.
  3. In case of an attempt by unauthorized persons to obtain confidential information, immediately inform the management of Freedom Finance SPC LTD.
  4. Maintain trade secrets of persons and organizations with whom Freedom Finance SPC LTD has business relations.
  5. Not to use knowledge of information that is confidential information to engage in any activity that, as a competitive action, may harm Freedom Finance SPC LTD and/or its customers or counterparties.
  6. Not to communicate orally or in writing to anyone, the information constituting confidential information of Special Purpose Company Freedom Finance SPC LTD.
  7. Immediately notify the management of Freedom Finance SPC LTD of the loss or shortage of media with information that is confidential information, certificates, passes, keys to premises, vaults, safes (metal cabinets), seals, stamps and other facts that may lead to the disclosure of information that is confidential information, as well as the causes and conditions of the possible leakage of such information.
  8. To fulfill the requirements of the internal normative and administrative documents of Freedom Finance SPC LTD on ensuring the safety of data that is confidential information.
  9. In the event of termination of employment relationship, to ensure the transfer to the authorized persons of Special Purpose Company Freedom Finance SPC LTD of all media with information that is confidential information, which were at my disposal in connection with the performance of my official duties.
  10. Not to disclose or use for myself or third parties the information related to confidential information in case of termination of employment.
  11. Not to disclose and not to use for myself or other persons the information I have obtained during my employment with Freedom Finance SPC LTD, which is confidential information for a period of 3 (three) years from the date of termination of my employment.
- I acknowledge that the personal computers (desktop and laptop computers), tablet devices, cell phones, other technical devices with the ability to access the Internet, as well as personal e-mail addresses created by the employer for the employees shall be used exclusively for receiving and transmitting information of work-related nature. And I agree that the use of the above means for personal purposes is not permitted.
- I acknowledge and have been warned that the employer has the right to access information about the web pages I have viewed on the Internet, as well as the content of messages (e-mails) sent and received via e-mail using the corporate resources of Freedom Finance SPC LTD. Exercise of such right is possible for the purpose of control over: the justification of the use of the Internet, the conformity of these actions to the industrial necessity; the compliance of the employee in communication with counterparties the ethical norms adopted in Special Purpose Company Freedom Finance SPC LTD; the absence of confidential information in the sent messages, etc.
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Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

## EMPLOYMENT AGREEMENT No. 2

Astana May 11, 2023

**Freedom Horizons Limited Liability Partnership**, established in accordance with the laws of the Republic of Kazakhstan, BIN 230540010051, located at the address: Republic of Kazakhstan, Astana city, 16 Dostyk st., non-residential premises 1, represented by Director K.K. Kaliyev, acting on the basis of the Power of Attorney of the Articles of Association (the “Employer” or the “Company”), on the one hand, and

**Kairat Kelimbetov Nematovich**

Citizenship: Kazakhstan

Registration address (registration) and actual residence address: [\*\*\*]

Tel.: [\*\*\*]

ID document:

No. [\*\*\*], issued on [\*\*\*] by [\*\*\*]

IIN in the Republic of Kazakhstan: [\*\*\*]

on the other side,

hereinafter referred to collectively as the “Parties”, and individually as the “Party”, have entered into this employment agreement (the “Agreement”) as follows:

### ARTICLE 1. SUBJECT OF THE AGREEMENT

1.1. In accordance with the terms of the Agreement, the Employer hires the Employee and entrusts him with performing duties as a Strategic Advisor, with the place of work (the “Place of Work”) of the Employer.

1.2. Place of work: Republic of Kazakhstan, Astana, 16 Dostyk st., non-residential premises 1.

### ARTICLE 2. TERM OF THE AGREEMENT

2.1. The commencement of the Employee's performance of labour duties under this Agreement shall be 11.05.2023.

2.2 This Agreement shall be valid until 10.05.2024 inclusive. If at the expiry of the term of this Agreement the Parties have not expressed their desire to terminate this Agreement, it shall be automatically prolonged for an indefinite period.

2.3. The Employer sets a probationary period for the Employee of 3 months starting from the date specified in clause 2.1. of this agreement. The probationary period does not include days when the Employee was physically absent from the workplace.

2.4. If the Employee's work results are negative during the probationary period, the Employer has the right to terminate the Agreement with him by warning him in writing indicating the reasons that served as the basis for recognizing the Employee as having not completed the probationary period.

2.5. If the probationary period has expired and neither Party has requested termination of the Agreement, then the Employee is considered to have completed the probationary period.

### ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The rights and obligations of the Parties are determined by this Agreement, acts of the Employer, as well as the current legislation of the Republic of Kazakhstan.

3.2. The employee shall:

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- 1) provide the Employer with the documents required by the legislation of the Republic of Kazakhstan and the acts of the Employer to conclude the Agreement;
- 2) perform labor duties in accordance with agreements, this Agreement, and acts of the employer;
- 3) observe labor discipline, namely, observe and properly fulfill the obligations established by the regulatory legal acts of the Republic of Kazakhstan, agreements in the order of social partnership, this Agreement, acts of the Employer, the constituent documents of the Employer and the applicable legislation of the Republic of Kazakhstan;
- 4) comply with the requirements for occupational safety and health, fire safety and industrial sanitation in the workplace;
- 5) treat the Employer's property and use any equipment necessary and (or) transferred to him for the performance of official duties, carefully and for its intended purpose. The employee is obliged to compensate for damage caused by violation of this obligation in the manner established by the current legislation of the Republic of Kazakhstan;
- 6) inform the Employer about a situation that has arisen that poses a threat to the life and health of people, the safety of the property of the Employer and employees, as well as about the occurrence of downtime;
- 7) The Employee acknowledges that any deliberate non-compliance or gross violation of the requirements provided for in this Agreement, as well as persistent or isolated violations causing losses and damage to the business or property of the Employer, may lead to the application of disciplinary measures to the Employee by the Employer or termination of the Agreement in accordance with current legislation of the Republic of Kazakhstan;
- 8) do not disclose information constituting official, commercial, or other secret protected by law, which became known to him in connection with the performance of his job duties, including complying with the requirements of Article 4 of the Agreement;
- 9) compensate the Employer for damage caused within the limits established by the Labor Code and the legislation of the Republic of Kazakhstan, as well as other agreements signed by the Parties;
- 10) after completion of professional training, retraining and advancement qualifications at the expense of the Employer, work for the Employer for the period agreed upon in the Training Agreement. In the event of termination of the Agreement before the period established by the Training Agreement, at the initiative of the Employee or at the initiative of the Employer due to the fault of the Employee, the Employee shall reimburse the Employer for the costs associated with his training in proportion to the unfinished period of service;
- 11) if any of your personal data changes, no later than 10 (ten) working days from the date of change, notify the Employer in writing. In case of a last name change, the Employee is obliged to provide the Employer with documents for the new last name (identity card, etc.) and a document confirming the grounds for the last name change (marriage certificate, certificate of last name change, divorce certificate, etc.);
- 12) immediately inform the Employer or work organizer about every industrial injury and other damage to the health of workers, signs of an occupational disease (poisoning), as well as a situation that poses a threat to the life and health of people;
- 13) inform the Employer about the establishment of a disability or other deterioration in health that prevents the continuation of work duties;
- 14) comply with the requirements of the state labor inspector, technical inspector for labor protection, internal control specialists and medical and health measures prescribed by medical institutions;
- 15) undergo training, instruction and testing of knowledge on labor safety and health in the manner determined by the Employer and provided for by the legislation of the Republic of Kazakhstan;
- 16) perform other duties provided for by the current legislation of the Republic of Kazakhstan.

3.3. The employee has the right to:

- 1) conclude, amend, supplement, terminate and terminate this Agreement in the manner established by the current legislation of the Republic of Kazakhstan and the Agreement;
  - 2) require the Employer to comply with the terms of this Agreement,
  - 3) have working conditions that meet safety and hygiene requirements, as defined by this Agreement;
  - 4) obtain complete and reliable information about the state of working conditions and labor protection;
  - 5) protect their rights and legitimate interests by all means that do not contradict the law;
  - 6) for timely and full payment of wages in accordance with the terms of the Agreement);
  - 7) for rest, including paid annual leave;
  - 8) pay for downtime in accordance with the Labor Code of the Republic of Kazakhstan;
  - 9) for compensation for harm caused to health in connection with the performance of work duties;
  - 10) for compulsory social insurance;
  - 11) insurance against accidents during the performance of labor (official) duties;
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- 12) for guarantees and compensation payments provided for in this Agreement and the legislation of the Republic of Kazakhstan;
  - 13) equal pay for equal work without any discrimination;
  - 14) for bonuses from the Employer provided for by the internal regulations of the Employer;
  - 15) apply for resolution of an individual labor dispute sequentially to the conciliation commission or court in the manner prescribed by law;
  - 16) provide means of individual and collective protection, in accordance with the requirements provided for by the legislation of the Republic of Kazakhstan, as well as this Agreement,
  - 17) to resolve individual and collective labor disputes in the manner established by the laws of the Republic of Kazakhstan;
  - 18) ensure the protection of personal data stored by the Employer;
  - 19) have workplace equipped in accordance with labor safety and health requirements;
  - 20) provide sanitary facilities, personal and collective protective equipment in accordance with safety and labor protection requirements, as well as this Agreement;
  - 21) participate personally or through a representative in the inspection and consideration of issues related to improving conditions, safety and labor protection;
  - 22) refuse to perform work if the Employer does not provide the Employee with individual and (or) collective protective equipment and if a situation arises that poses a threat to his health or life, with written notification of this to the immediate supervisor or the Employer;
  - 23) for education and professional training necessary for the safe performance of labor duties, in the manner established by the legislation of the Republic of Kazakhstan;
  - 24) receive reliable information from the Employer about the characteristics of the workplace and the territory of the organization, the state of conditions, safety and labor protection, the existing risk of damage to health, as well as measures to protect it from the effects of harmful and (or) hazardous production factors;
  - 25) maintain the average salary for the duration of the suspension of the organization due to non-compliance with safety and labor protection requirements;
  - 26) exercise other rights provided for by the current legislation of the Republic of Kazakhstan.
- 3.4. The employer shall:
- 1) comply with the requirements of the labor legislation of the Republic of Kazakhstan, agreements in the order of social partnership, the Agreement, acts issued by the Employer;
  - 2) when hiring, enter into an Agreement with the Employee in the manner and under the conditions established by the Labor Code of the Republic of Kazakhstan;
  - 3) provide the Employee with work stipulated by the Agreement;
  - 4) acquaint the Employee with the internal labor regulations of the Company, other acts of the Employer that are directly related to the work (labor function) of the Employee);
  - 5) consider proposals from employee representatives and provide employee representatives with complete and reliable information necessary for conducting collective negotiations, concluding collective agreements, and monitoring their implementation;
  - 6) conduct collective negotiations in the manner established by the Labor Code;
  - 7) provide the Employee with working conditions in accordance with the labor legislation of the Republic of Kazakhstan, the Agreement;
  - 8) provide the Employee equipment, tools, technical documentation and other means necessary to perform labor duties at their own expense;
  - 9) timely and in full pay the Employee wages and other payments provided for by the regulatory legal acts of the Republic of Kazakhstan, the Agreement), acts of the Employer;
  - 10) provide information to the authorized body on employment issues in accordance with the requirements of the legislation of the Republic of Kazakhstan on employment;
  - 11) carry out internal control over occupational safety and health;
  - 12) comply with the instructions of state labor inspectors;
  - 13) suspend work if its continuation poses a threat to the life and health of the Employee and other persons;
  - 14) carry out compulsory social insurance of the Employee and contributions for compulsory health insurance;
  - 15) insure the Employee from accidents during the performance of his labor (official) duties;
  - 16) provide the Employee with annual paid leave;
  - 17) ensure the safety and delivery to the state archive of documents confirming the Employee's labor activity, and information about the withholding and deduction of money for his pension provision;
  - 18) warn the Employee about harmful and (or) dangerous working conditions and the possibility of occupational disease;
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- 19) take measures to prevent risks in workplaces and in technological processes, carry out preventive work taking into account production and scientific and technological progress;
  - 20) keep records of working hours, including overtime work, in harmful and (or) dangerous working conditions, in heavy work performed by the Employee;
  - 21) compensate for harm caused to the life and health of an employee during the performance of his labor (official) duties in accordance with the Labor Code of the Republic of Kazakhstan and other laws of the Republic of Kazakhstan;
  - 22) require, when hiring, documents necessary for concluding an Agreement in accordance with the current legislation of the Republic of Kazakhstan;
  - 23) collect, process and protect the Employee's personal data in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection;
  - 24) perform other duties provided for by the current legislation of the Republic of Kazakhstan.
- 3.5. The employer has the right to:
- 1) Freedom of choice when hiring;
  - 2) change, supplement, terminate the Agreement with the Employee in the manner prescribed by the legislation of the Republic of Kazakhstan;
  - 3) issue, within the limits of their powers, acts of the Employer, including orders, instructions, instructions, regulations, labor regulations and other documents in accordance with the legislation of the Republic of Kazakhstan;
  - 4) create and join associations for the purpose of representing and protecting their rights and interests;
  - 5) require the Employee to comply with the terms of the Agreement, labor regulations and other acts of the Employer;
  - 6) impose disciplinary sanctions, hold employees financially liable in cases and in the manner provided for by the Labor Code of the Republic of Kazakhstan;
  - 7) encourage the Employee with bonuses and/or bonuses at its discretion;
  - 8) for compensation for damage caused to the Employee during the performance of labor duties in accordance with the legislation of the Republic of Kazakhstan;
  - 9) go to court in order to protect their rights and legitimate interests in the field of labor;
  - 10) establish a probationary period for the Employee;
  - 11) provide workers with professional training, retraining and advanced training in accordance with the Labor Code of the Republic of Kazakhstan;
  - 12) reimburse their costs associated with training the Employee in educational organizations in the direction of the Employer, in accordance with the education agreement (Training Agreement);
  - 13) apply for resolution of an individual labor dispute sequentially to the conciliation commission, the court in the manner prescribed by the Labor Code of the Republic of Kazakhstan;
  - 14) remove from work and bring to disciplinary liability the Employee in case of violation of safety and labor protection requirements, in the manner established by the Labor Code of the Republic of Kazakhstan;
  - 15) exercise other rights provided for by the current legislation of the Republic of Kazakhstan.

#### **ARTICLE 4. CONFIDENTIAL INFORMATION**

4.1. Confidential information of the Employer is Documentation (as defined in clause 4.2 of the Agreement), as well as other information constituting commercial, financial, official secrets, undisclosed information, secrets and production technology, results of intellectual activity and objects of intellectual property and copyright, any information about partners, information about the Company's management structure, methods of tax planning and tax optimization, other protected information of the Employer and the Employer's client. Confidential information includes, but is not limited to, information about the identity, as well as the financial, commercial and other activities of the Employer, information about the Employee's official responsibilities, the amount of his salary and remuneration, personal data of the Employer's employees, as well as any other information determined by the Employer to be confidential and the disclosure of which may be considered by the Employer as an activity detrimental to the Employer and (or) its clients, partners, or relating to commercial transactions and other activities of the Employer and (or) its clients, including documents prepared by the Employee in the course of his employment, are intended for use only by the Employer and are its exclusive property.

The Employer is not required to designate the above information as Confidential Information for it to qualify as such.

4.2. The use of Confidential Information includes: any use, practical application, study, disclosure, transfer, disclosure, publication of Confidential Information (any part of it) by the Employee, provision by the Employee of

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access to Confidential Information (to any part of it) to persons other than the relevant copyright holder, use in personal purposes, other actions and inactions on the part of the Employee that may lead to a violation of the legitimate interests of the Employer in relation to Confidential Information.

4.3. The Employee is obliged to keep Confidential Information secret and cannot use Confidential Information in any way, except for the following cases: when it is used for official purposes in the interests of the Employer and when disclosure of Confidential Information is mandatory for the Employee at the request of the authorized state bodies of the Republic of Kazakhstan or the court in accordance with the legislation of the Republic of Kazakhstan. The Employee must immediately notify the Employer of the need for disclosure and of any disclosure of Confidential Information.

4.4. The Employee is prohibited from taking documentation outside the Employer's office and using Confidential Information, including sending it by email and copying it to any media, using fax, etc. or otherwise allow its disclosure and (or) distribution without the appropriate permission of the Employer.

4.5. In the event of termination of the Agreement and the employment relationship for any reason, the Employee undertakes to immediately and promptly within 2 (two) working days hand over (provide) to the Employer all Documentation and other property belonging to the Employer, which is at the disposal of the Employee or under his control, and he must not retain copies of these documents.

4.6. In case of violation of the requirements established in Article 4 of the Agreement, the Employee bears full liability (including compensation for losses) in accordance with the applicable legislation of the Republic of Kazakhstan.

#### **ARTICLE 5. INTELLECTUAL PROPERTY**

5.1. All property (exclusive) rights of the Employee to objects / elements of intellectual property objects (including, but not limited to programs / their elements of electronic computers) created / created by the Employee in the performance of labor / official duties and (or) the Employer's official assignment for the development and /or modification and/or processing of such objects / their parts of intellectual property (the "Work for Hire"), belong to the Employer in accordance with the legislation of the Republic of Kazakhstan and international treaties in full from the moment the creation of the Work for Hire begins. The right to open access to the Work for Hire to an indefinite number of persons (the right to publish) for Works for Hire created / being created in the performance of official duties or official assignment of the Employer belong to the Employer. The Employer has the right to refuse a previously made decision on the publication of the Work for Hire (the right of withdrawal).

5.2. The Employer owns the property (exclusive) rights to use/dispose of the Work(s) for Hire [and/or object(s) of intellectual property,

5.3. The Employee does not have the right, without the consent of the Employer, to use developments (source code, diagrams, models, etc.) that he created during the validity of the Agreement.

The Employer has the right, in any use of the Work for Hire, to indicate its name as the copyright holder of the intellectual property object. The Employee agrees that when using the Work for Hire by the Employer, the name of the Employee as the author of the Work for Hire will not be indicated. or require such instructions.

Article 5 remains in force after the termination of this Agreement and the termination of the employment relationship with the Employee.

#### **ARTICLE 6. TRAVEL AND TRANSFERS**

6.1. The Employee acknowledges that he may from time to time be sent to other regions of the Republic of Kazakhstan and beyond its borders on business and in the interests of the Employer to fulfill the obligations arising from this Agreement and acts of the Employer. within the limits permitted by the legislation of the Republic of Kazakhstan.

6.2. If the Employee is sent on a business trip to another location, the Employer will compensate the Employee for:

- 1) daily allowance for calendar days of being on a business trip, including travel time;
- 2) travel expenses to the destination and back;
- 3) expenses for renting residential premises;
- 4) other expenses provided for in a separate agreement with the Employer or an act of the Employer.

6.3. With the consent of the Employer, the Employee may be transferred to another job, including:

- 1) change in the Labor function of the Employee, that is, performing work in a different position, specialty, profession, qualification;
- 2) assignment of work, the performance of which changes working conditions (salary, working hours and rest periods, benefits and other conditions) stipulated by this Agreement;

- 3) transfer to a separate structural unit of the Employer, namely a Branch or Representative Office;
  - 4) transfer to another location together with the Employer.
- 6.4. If necessary, in accordance with the requirements of the current legislation of the Republic of Kazakhstan, the transfer of the Employee to another job is formalized by introducing appropriate amendments to this Agreement and an act of the Employer.
- 6.5. Moving him in the Company to another Place of Work, or to another structural unit of the Employer in the same area within the same position, specialty, profession, qualifications stipulated by this Agreement is not a transfer to another job and does not require the prior consent of the Employee.

#### **ARTICLE 7. LABOR CONDITIONS AND PROTECTION. INSURANCE**

- 7.1. The work assigned to the Employee under the Agreement does not fall into the category of heavy work, work with harmful, especially harmful, or dangerous working conditions.
- 7.2. The Employer undertakes to create for the Employee the sanitary and hygienic conditions provided for by the legislation of the Republic of Kazakhstan, as well as other conditions, as agreed by the Parties, for the Employee to perform the labor function provided for in the Agreement.
- 7.3. The Employer provides the Employee with a workplace at the Employer's Place of Work, located in the place of work specified in the Agreement, equipped in accordance with occupational safety and health requirements. At the first request of the Employer and within the period established by the Employer, the Employee undertakes to immediately return to the Employer the property received from him.
- 7.4. The Employer's liability for harm caused to the life and health of the Employee during the performance of his labor duties (total or partial loss of ability to work) is subject to insurance in accordance with the current legislation of the Republic of Kazakhstan. The Employer is obliged to compensate the Employee for the difference between the insured amount and the actual amount of damage. In the absence of payment of insurance compensation to the Employee, the Employer is obliged to compensate him for harm in the manner and under the conditions provided for by the current legislation of the Republic of Kazakhstan.
- 7.5. Insurance of the Employer's civil liability for causing harm to the life and health of the Employee during the performance of his labor (official) duties is carried out in the manner and under the conditions provided for by the current legislation of the Republic of Kazakhstan.
- 7.6. By decision of the Employer or at the request of the Employee, the Employee may be provided with a remote form of implementation of the labor process, outside the location of the Employer, using information and communication technologies.
- 7.7. The employee declares and declares that he is not subject to prohibitions and restrictions on concluding an employment Agreement and employment.

#### **ARTICLE 8. REMUNERATION OF LABOUR**

- 8.1. For work performed, the Employer undertakes to pay the Employee, who has worked the full standard working time per month and fulfilled the labor standards (labor duties) and received a salary in the amount specified in Appendix 1 to this Agreement in accordance with the procedure established by the Employer's acts. The Employer withholds from the Employee's salary and transfers to the budget income tax and other necessary taxes (if any are subject to withholding on legal grounds), payments withheld at source, mandatory pension contributions and other deductions in accordance with the current legislation of the Republic of Kazakhstan.
- 8.2. Wages are paid to the Employee by the 10th (tenth) day of the month following the month worked. If the day of payment of wages coincides with weekends or holidays, payment is made on the eve of them. The Employer has the right to pay wages to the Employee earlier than the established date, including by dividing the total wages into several parts paid on different days, but no later than the period established by the Agreement.
- 8.3. The method and place of payment of wages and other payments to the Employee are determined by the Employer. By decision of the Employer, payments to the Employee may be made in cash or by transferring money to the Employee's bank account (card or other account).
- 8.4. To enhance the Employee's interest in improving production efficiency and the quality of work performed, the Employer has the right to introduce bonus systems and other forms of labor incentives, and also has the right, at its discretion, to pay the Employee one-time incentive and other types of payments in the manner and on the terms provided for by the Employer's acts.
- 8.5. For work on weekends and holidays, the Employee, at his request, is given another day of rest or paid at one and a half times the rate, based on the daily (hourly) rate of the Employee.
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8.6. Upon termination of the Agreement, payment of amounts due to the Employee is made no later than three working days after its termination.

#### ARTICLE 9. WORKING TIME AND TIME OFF WORK

9.1. The employee is assigned a five-day working week with a daily working time of 8 (eight) hours, which is 40 (forty) working hours per week.

9.2. The Employee has a 5-day work week with 2 days off. In case of production necessity due to the work schedule of the Place of Work, the Employee may be involved in overtime work, work on holidays and weekends in the manner and under the conditions provided for by the current legislation of the Republic of Kazakhstan.

9.3. The Employee may apply for permission to work on a modified schedule in accordance with production needs and taking into account the Social, Domestic and Personal needs of the Employee. The employer reserves the right in the future to establish shifts, division of daily working hours into parts, work in a flexible working hours mode, other working days and hours, or otherwise change working hours in accordance with the legislation of the Republic of Kazakhstan. If necessary, the shift schedule for employees is established by an act of the Employer.

9.4. Working hours, rest time, work schedule and break times for the Employee are established as follows: a normal working day lasts from 09.00 to 18.00 with a break from 13.00 to 14.00 for rest and meals.

9.5. With regard to the duration of rest between working days, generally established weekends and official holidays, the current legislation of the Republic of Kazakhstan applies.

9.6. The employee has the right, within one calendar year from the date of signing this Agreement, to take 5 (five) paid days off for health care without providing sick leave. In this case, it is not allowed to take two days off in a row for health care; in this case, the Employee must provide sick leave to the Employer.

9.7. The Employer guarantees the Employee paid annual labor leave (hereinafter referred to as "Labor Leave") lasting 30 (thirty) calendar days with preservation of his place of work, position and average salary.

9.8. Paid annual leave is provided to the Employee in accordance with the Leave Schedule, which is annually approved by the Employer. Paid annual leave may be provided in parts, and one of the parts of paid annual leave must be at least two calendar weeks, taking into account production needs. Notification of the intention to take another leave of absence must be made by the Employee in writing. Paid annual leave for the Employee for the first and subsequent years of work, by agreement of the Parties, is provided at any time of the working year.

9.9. An employee can receive a health benefit in accordance with the Employer's act

9.10. The actual time worked is calculated minus the days of the following vacations (if any):

- (a) sick leave for fifteen (15) consecutive working days or more
- (b) unpaid leave of 15 (fifteen) consecutive working days or more
- (c) study leave
- (d) maternity leave.

9.11. Upon termination of the Employment Agreement, the Employee has the right to receive health benefits for the time worked in proportion to the Employee.

9.12. Labor leave can be interrupted by the Employer only with the written consent of the Employee. The Employee's refusal to accept the Employer's offer does not constitute a violation of labor discipline.

9.13. The part of the paid annual leave unused in connection with the recall, by agreement of the Parties to the Agreement, is provided during the current year or in the next working year at any time or is added to the paid annual leave for the next working year.

9.14. It is prohibited not to grant Labor Leave for 2 (two) years in a row. In pursuance of this legal requirement, if an agreement is not reached with the Employee on the priority of granting a specific Labor Leave in full or in part, the Employer has the right to grant the Employee such Labor Leave (part of it) by his own order unilaterally, having familiarized the Employee with the order.

9.15. At the request of the Employee, he may be granted leave without pay for a duration determined by agreement of the Parties.

9.16. Based on a written application from the Employee, the Employer is obliged to provide leave without pay for up to 5 (five) calendar days when:

- 1) registration of the Employee's marriage;
- 2) birth of the Employee's child;
- 3) death of the Employee's close relatives;
- 4) in other cases provided for by the Employer's act

9.17. Providing the Employee with social leave in connection with the birth of a child (children), adoption of a newborn child (children) is carried out under the conditions provided for by the legislation of the Republic of Kazakhstan and the act of the Employer.

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#### **ARTICLE 10. REGIME OF WARRANTY AND COMPENSATION. SOCIAL BENEFITS**

- 10.1. The Employer pays compensation to the Employee in the amount and in cases provided for by the current legislation of the Republic of Kazakhstan (including compensation upon termination of this Agreement; compensation for unused vacation, for work on holidays and weekends, compensation for travel expenses and other compensation provided for by the legislation of the Republic of Kazakhstan). In cases where the amount of such compensation is not determined by the norms of the current legislation of the Republic of Kazakhstan, the amount of compensation is determined by an additional agreement of the Parties and acts of the Employer.
- 10.2. By additional agreement of the parties, when the Employee uses personal property in the interests of the Employer and with his consent, the Employer makes compensation payments for the use, wear and tear (depreciation) of tools, personal vehicles, other technical equipment and the costs of their operation.
- 10.3. The Employer makes compensation payments in connection with loss of work in the amount of the average monthly salary in the following cases: 1) upon termination of the Agreement at the initiative of the Employer in the event of liquidation of the Employer as a legal entity; 2) upon termination of the Agreement at the initiative of the Employer in the event of a reduction in the number or staff of employees; 3) upon termination of the Agreement at the initiative of the Employee in the event of failure by the Employer to fulfill the terms of the employment Agreement.
- 10.4. The Employer is obliged, at its own expense, to pay the Employee social benefits for temporary disability.
- 10.5. The basis for payment of social benefits for temporary disability are certificates of incapacity for work issued in the manner approved by the authorized body in the field of healthcare.
- 10.6. Social benefits for temporary disability are paid to the Employee from the first day of incapacity until the day of restoration of working capacity or until disability is established in accordance with legislation of the Republic of Kazakhstan.
- 10.7. The amount of social benefits for temporary disability is determined by the Government of the Republic of Kazakhstan, the procedure for assignment and payment is determined by the authorized state labor body.

#### **ARTICLE 11. PERSONAL DATA OF THE EMPLOYEE**

- 11.1. The Employer processes (receives, stores, transfers) the Employee's personal data in the manner prescribed by this Agreement and the current legislation of the Republic of Kazakhstan. At the same time, personal data within the framework of labor relations between the Employee and the Employer means information about the Employee necessary upon the establishment, continuation and termination of labor relations, including, but not limited to: data contained in registration, accounting and other documents identifying the Employee; about education, qualifications, specialty; about the property, social and official status of the Employee; about the place of residence of the Employee; about the Employee's attitude to religion, political beliefs, belonging to a family or class, to public associations; about military duty; about the length of service and places of previous work of the Employee; personal and business qualities of the Employee; (personal and family life, including personal data of the Employee's family members; other information that, by agreement of the Parties or the legislation of the Republic of Kazakhstan, is qualified as the Employee's personal data.
  - 11.2. When processing the Employee's personal data, the Employer must comply with the following requirements:
    - 1) the processing of the Employee's personal data is carried out in order to ensure compliance with regulatory legal acts of the Republic of Kazakhstan, assist the Employee in employment, training and promotion, and ensure the Employee's personal safety;
    - 2) the volume and content of the processed personal data of the Employee are determined in accordance with this Agreement, internal documents of the Employer and the legislation of the Republic of Kazakhstan;
    - 3) personal data is provided to the Employer personally by the Employee.
  - 11.3. The Employer does not have the right to demand from the Employee information about his political, religious and other beliefs, private life, membership or activities in public associations, including trade unions.
  - 11.4. When making decisions affecting the interests of the Employee, the Employer has no right to rely on the Employee's personal data obtained as a result of their automated processing or electronically.
  - 11.5. The protection of the Employee's personal data is ensured by the Employer in the manner established by the legislation of the Republic of Kazakhstan.
  - 11.6. The procedure for storing the Employee's personal data in the Company is established by the relevant act of the Employer in compliance with the requirements established by the legislation of the Republic of Kazakhstan. The Employee must be familiar with the Employer's act establishing the procedure for storing the Employee's personal data.
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- 11.7. In order to ensure the protection of personal data stored by the Employer, the Employee has the right to:
- 1) free access to your personal data, including the right to receive copies of records containing the Employee's personal data, except for cases provided for by the legislation of the Republic of Kazakhstan;
  - 2) exclusion or correction of incorrect or incomplete personal data, as well as data processed in violation of the requirements of the legislation of the Republic of Kazakhstan;
  - 3) the requirement that the Employer notify persons who were previously informed of incorrect or incomplete personal data of the Employee about the corrections made to them;
  - 4) appealing to the court the actions (inaction) of the Employer committed during the processing of the Employee's personal data.

#### **ARTICLE 12. RESPONSIBILITY OF THE PARTIES**

12.1. For improper fulfillment of obligations stipulated by this Agreement, the Parties are responsible in accordance with the current legislation of the Republic of Kazakhstan.

#### **ARTICLE 13. TERMINATION OF THE AGREEMENT**

- 13.1. This Agreement may be terminated in the manner prescribed by the current legislation of the Republic of Kazakhstan on the following grounds:
- 1) by agreement of the Parties;
  - 2) due to the expiration of the Agreement;
  - 3) at the initiative of the Employer;
  - 4) in connection with the transfer of the Employee to another employer;
  - 5) at the initiative of the Employee;
  - 6) if circumstances arise that are beyond the control of the Parties;
  - 7) if the Employee refuses to continue the employment relationship;
  - 8) in the event that the Employee transfers to an elective job (position) or is appointed to a position that excludes the possibility of continuing the employment relationship, except in cases provided for by the legislation of the Republic of Kazakhstan;
  - 9) in case of violation of the terms of the Agreement.
- 13.2. A Party to the Agreement that has expressed a desire to terminate the Agreement by agreement of the Parties shall send a written notice to the other Party to the Agreement. The Party that received such notification is obliged to notify the other Party in writing of the decision made within 3 (three) business days. The date of termination of the Agreement by agreement of the Parties is determined by agreement between the Employee and the Employer. The Agreement may be terminated by the Employer without complying with the requirements of this subclause with a compensation payment in the amount of one average salary.
- 13.3. At the initiative of the Employer, this Agreement may be terminated unilaterally on the following grounds:
- 1) liquidation, reorganization of the Employer;
  - 2) reduction of the number or staff of employees for any reason;
  - 3) a decrease in the volume of production, work performed and services provided, resulting in a deterioration in the economic condition of the Employer;
  - 4) inconsistency of the Employee with the position held or the work performed due to insufficient qualifications confirmed by certification results;
  - 5) the Employee's incompatibility with the position held or the work performed due to a health condition that prevents the continuation of this work;
  - 6) negative work results during the probationary period;
  - 7) the Employee's absence from work without a valid reason for three or more hours in a row in one working day (work shift);
  - 8) the Employee being at work in a state of alcoholic, narcotic, psychotropic, inhalant intoxication (their analogues), including in cases of consumption during the working day of substances that cause a state of alcoholic, narcotic, inhalant intoxication (their analogues);
  - 9) refusal to undergo a medical examination to establish the fact of use of substances that cause a state of alcoholic, narcotic, or toxic intoxication, confirmed by the relevant act;
  - 10) violation by an employee of labor protection or fire safety rules, which resulted or could lead to serious consequences, including industrial injuries and accidents;
  - 11) the theft (including small) of someone else's property, intentional destruction or damage by the Employee at the place of work, established by a verdict or court order that has entered into legal force;
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- 12) commission of guilty actions or inaction by an Employee servicing monetary or commodity valuables, if these actions or inaction give grounds for loss of confidence in him by the Employer;
  - 13) disclosure by the Employee of information constituting confidential information and other secrets protected by law that became known to him in connection with the performance of his job duties;
  - 14) repeated failure to perform or improper performance by the Employee without good reason of labor duties, if he has a disciplinary sanction;
  - 15) submission by the Employee to the Employer of knowingly false documents or information when concluding this Agreement, if genuine documents or information could be grounds for refusal to conclude the Agreement;
  - 16) the employee's absence from work for more than two months in a row due to temporary disability, with the exception of cases where the employee is on maternity leave, and also if the disease is included in the list of diseases for which a longer period of incapacity is established, approved by the authorized state body in the region healthcare.
  - 17) the Employee commits a corruption offense, which, in accordance with a judicial act, excludes the possibility of further work;
  - 18) the Employee's absence from work for more than one month for reasons unknown to the Employer;
  - 19) the Employee reaches retirement age established by the Law of the Republic of Kazakhstan "On Pension Security in the Republic of Kazakhstan", with the right to annually extend the term of the employment Agreement by mutual agreement of the parties.
- 13.4. In the event of termination of the Agreement at the initiative of the Employee, the Employee must notify the Employer in writing about this no later than one month in advance. With the written consent of the Employer, termination of the employment Agreement may be carried out before the expiration of the notice period.
- 13.5. When terminating the Agreement on the grounds provided for in subclauses 2) and 3) of clause 13.3., the Employer is obliged to notify the Employee in writing of the termination of the Agreement at least one month in advance. With the written consent of the Employee, the Agreement may be terminated before the expiration of the notice period. By agreement of the parties, the notice period may be replaced by payment of wages proportional to the period not worked.
- 13.6. Termination of the Agreement is formalized by an act of the Employer, which indicates the grounds for termination of the Agreement in accordance with the legislation of the Republic of Kazakhstan. A copy of the Employer's act on termination of the Agreement is given to the Employee or sent to him by letter with notification within three days.
- 13.7. The date of termination of the Agreement is the last day of work, except for cases provided for by the legislation of the Republic of Kazakhstan. On the day of termination of the Agreement, the Employer is obliged to issue a work book or other document confirming the Employee's labor activity.
- 13.8. In case of early termination of this Agreement on the grounds provided for in clauses 1) - 3) of clause 13.3 of this Agreement, or at the initiative of the Employer, the Employee has the right to payment in the amount of 3 (three) salaries, provided that the basis for termination of this Agreement was not a disciplinary violation or other penalties.

#### **ARTICLE 14. LABOR DISPUTES**

- 14.1. Individual labor disputes are considered by conciliation commissions, and in case of unresolved issues or failure to comply with the decision of the conciliation commission, by the courts.
- 14.2. The dispute is considered in the presence of the applicant and (or) his authorized representative within the powers delegated to him in accordance with the regulatory legal acts of the Republic of Kazakhstan.
- 14.3. The conciliation commission is obliged to consider the dispute within fifteen working days from the date of registration of the application and issue copies of the decision to the parties to the dispute within three days from the date of its adoption.
- 14.4. The decision of the conciliation commission is subject to execution within the period established by it, with the exception of a dispute regarding reinstatement at work.
- 14.5. In case of failure to comply with the decision of the conciliation commission within the established period, the Employee or Employer has the right to go to court.

#### **ARTICLE 15. AGREEMENT AMENDMENT**

- 15.1. Amendments and additions to this Agreement, including when transferring to another job, are made by the Parties in writing in the form of a Supplementary Agreement.
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15.2. A notification of a change in the terms of the Agreement is submitted by one of the parties and is considered by the other party within five working days from the date of its submission. The party that has received notification of a change in the terms of this Agreement, including when transferring to another job, is obliged to inform the other party about the decision made within the time period established in this clause. If there is no response in writing within the above period, the notification of changes in the terms of the Agreement is considered accepted by the other party.

15.3. In connection with changes associated with reorganization or changes in economic, technological conditions, labor organization conditions and (or) reduction in the scope of work of the Employer, it is allowed to change the working conditions of the Employee while he continues to work in accordance with his specialty or profession corresponding to his qualifications.

#### ARTICLE 16. OTHER CONDITIONS

16.1. Other issues not taken into account in this Agreement must be settled on the basis of the current legislation of the Republic of Kazakhstan and acts of the Employer.

16.2. Recognition of this Agreement as invalid due to the fault of the Employer does not entail the loss of the Employee's right to wages, compensation for unused days of paid annual leave, other payments and benefits.

Invalidation of individual terms of the Agreement does not entail the invalidity of the Agreement as a whole.

16.3. In cases of a change in the name of the Company, a change in the owner of the Company's shares, or a reorganization of the Company, the labor relationship with the Employee continues without changes.

16.4. This Agreement is drawn up in two copies: two copies in Russian and Kazakh languages, having equal legal force, one copy for each of the Parties. If there are discrepancies between the Russian and Kazakh versions, the Russian version will prevail.

#### ARTICLE 17. SIGNATURES OF THE PARTIES

##### EMPLOYER

**Freedom Horizons LLP**

BIN: 230540010051

Address: Republic of Kazakhstan, Astana, 16 Dostyk st., non-residential premises 1

IIC: KZ65551Z127029874KZT in Bank Freedom Finance Kazakhstan JSC

BIC: KSNVKZKA

/s/ K.K. Kaliyev

K.K. Kaliyev

Director of Freedom Horizons LLP

##### EMPLOYEE

**Kairat Kelimbetov Nematovich**

IIN in the Republic of Kazakhstan:

[\*\*\*]

/s/ Kairat Kelimbetov Nematovich

Full name, signature

/s/ Kairat Kelimbetov Nematovich

*The second copy of the Agreement has been received*

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1. The Employer establishes the following amount of remuneration for the Employee:

The Employee's monthly official salary is 23 000 000 KZT (excluding contributions to compulsory social health insurance, mandatory pension contributions to the accumulative pension fund and individual income tax and other mandatory payments at rates to the budget in the manner determined by the legislation of the Republic of Kazakhstan).

**EMPLOYER**  
**Freedom Horizons LLP**

**EMPLOYEE**

/s/ K.K. Kaliyev  
**K.K. Kaliyev,**  
Director of Freedom Horizons LLP

/s/ Kairat Kelimbetov Nematovich  
**Kairat Kelimbetov Nematovich**

**Restricted Stock Award Agreement  
Freedom Holding Corp. 2019 Equity Incentive Plan**

This Restricted Stock Award Agreement (this “**Agreement**”) is made and entered into as of March 1, 2024, (the “**Grant Date**”) by and between Freedom Holding Corp., a Nevada corporation (the “**Company**”) and Azamat Yerdessov (the “**Grantee**”).

**WHEREAS**, the Company has adopted the Freedom Holding Corp. 2019 Equity Incentive Plan (as may be amended from time to time, the “**Plan**”) pursuant to which awards of Restricted Stock may be granted; and

**WHEREAS**, the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. **Grant of Restricted Stock.** Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, **112,500** shares of Common Stock of the Company (the “**Restricted Stock**”), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.
2. **Consideration.** The grant of the Restricted Stock is made in consideration of the services to be rendered by the Grantee to the Company.
3. **Restricted Period; Vesting.**

3.1. Except as otherwise provided herein, provided that (i) the Grantee remains in Continuous Service through each of the applicable vesting dates set forth in the table below (each, a “**Vesting Date**”) and (ii) any additional conditions and performance goals set forth in Section 3.2 have been satisfied, the following portions of the Restricted Stock will vest in accordance with the following schedule:

<b>Vesting Date</b>	<b>Shares of Common Stock</b>
The execution date of this Agreement	62,500 of the Aggregate Restricted Stock
January 25, 2025	25,000 of the Aggregate Restricted Stock
January 25, 2026	25,000 of the Aggregate Restricted Stock

The period over which the Restricted Stock vests is referred to as the “**Restricted Period**”.

3.2. For any of the Restricted Stock that would vest on any Vesting Date, such Restricted Stock shall only vest on the applicable Vesting Date if the weighted average closing price of a share of Common Stock for the 20 trading days immediately prior to the applicable Vesting Date is greater than 70% of the weighted average closing price of a share of Common Stock on the Vesting Date that immediately preceded the applicable Vesting Date. In the event that the performance condition set forth in the immediately preceding sentence is not satisfied, then the portion of the Restricted Stock scheduled to vest on such Vesting Date shall not vest but instead shall be automatically forfeited on such date, and neither the Company nor any Affiliate shall have any further obligations to the Grantee as to the applicable portion of the Restricted Stock.

3.3. The foregoing vesting schedule notwithstanding, if the Grantee’s Continuous Service terminates for any reason at any time before all of the Grantee’s Restricted Stock has vested, the Grantee’s unvested Restricted Stock shall be automatically forfeited upon such termination of Continuous Service, and neither the Company

nor any Affiliate shall have any further obligations to the Grantee under this Agreement, unless otherwise determined by the Committee.

3.4. Unless otherwise determined by the Committee, a Change in Control shall have no effect on the Restricted Stock. For the avoidance of doubt, the vesting described in Section 12.1 of the Plan shall not apply to the Restricted Stock.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period, the Restricted Stock and the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock or the rights relating thereto during the Restricted Period shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Grantee and all of the Grantee's rights to such shares shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder: Dividends

5.1. The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing, any dividends or other distributions paid or accrued with respect to the Restricted Stock shall be subject to the same restrictions on transferability as the shares of Restricted Stock to which they relate during the Restricted Period and shall be withheld by the Company for the Grantee's account. The cash dividends or stock dividends so withheld by the Committee shall be distributed to the Grantee in cash or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends, if applicable, upon the release of restrictions on the shares of Restricted Stock to which they relate, and if such shares of Restricted Stock are forfeited, the Participant shall have no right to such dividends.

5.2. If the Grantee forfeits any rights the Grantee has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock forfeited and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock shall be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

8. Tax Liability and Withholding.

8.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. In its discretion, the Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
  - (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or
  - (c) delivering to the Company previously owned and unencumbered shares of Common Stock.
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8.2. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (**Tax-Related Items**), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee's liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a "**Section 83(b) Election**") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.

10. Non-competition and Non-solicitation.

10.1 In consideration of the award of Restricted Stock provided for under this Agreement, which the Grantee acknowledges is valuable consideration that the Grantee would not otherwise be entitled to receive, the Grantee agrees and covenants not to:

(a) work for, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, shareholder or in any other similar capacity an entity engaged in the same or similar business as the Company and its Affiliates, including, but not limited to, those engaged in the business of financial services for a period of one year following the Grantee's termination of Continuous Service;

(b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any current employee of the Company or its Affiliates for two years following the Grantee's termination of Continuous Service; or

(c) directly or indirectly, solicit, contact (including, but not limited to, e-mail, regular mail, express mail, telephone, and instant message), attempt to contact or meet with current, former or prospective clients or customers of the Company or any of its Affiliates, with whom Grantee worked with during Grantee's employment with the Company, for purposes of offering financial services similar to or competitive with those offered by the Company or any of its Affiliates for a period of one year following the Grantee's termination of Continuous Service.

10.2 If the Grantee breaches any of the covenants set forth in Section 10.1:

(a) all unvested Restricted Stock provided for under this Agreement shall be immediately forfeited; and

(b) the Grantee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

10.3 The Grantee hereby acknowledges and agrees that the restrictions set forth in Section 10.1 of this Agreement are reasonable in time, scope, and geographic area, necessary to protect the legitimate interests of the Company, not harmful to the general public, and not unreasonably burdensome to the Grantee.

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11. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal, state, local and foreign securities laws and with all applicable requirements and rules of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of federal, state, local and foreign laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, any stock exchange or any foreign securities regulatory authority to effect such compliance.

12. Legends. Reasonably promptly following the Grant Date, the Company shall reflect ownership of the Restricted Stock in book entry form on the Company's books and records, or, in its discretion cause to be issued to the Grantee a certificate in respect of the Restricted Stock. If certificates representing the Restricted Stock are issued, they shall be issued in the name of the Grantee, but held in the physical possession of the Company, and the Grantee shall execute in blank a stock power in a form provided by the Company, allowing the Company to transfer the shares of Restricted Stock in the event they are forfeited pursuant to the terms of this Agreement. Such certificates shall bear the following (or a similar) legend in addition to any other legends that may be required under federal or state securities laws:

*"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF COMMON STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) CONTAINED IN THE FREEDOM HOLDING CORP. 2019 EQUITY INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE STOCKHOLDER AND FREEDOM HOLDING CORP. A COPY OF THE PLAN AND THE AWARD AGREEMENT ARE ON FILE WITH FREEDOM HOLDING CORP."*

13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles. Any dispute or conflict between the parties shall be brought in a state or federal court located in Clark County, Nevada. The parties hereto submit to jurisdiction and venue in Clark County, Nevada and all objections to such venue and jurisdiction are hereby waived.

15. Restricted Stock Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders and as it may be amended from time to time. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

16. Clawback: Company Policies. As set forth in Section 14.2 of the Plan, the Restricted Stock is subject to any applicable Clawback Policy. The Restricted Stock is also subject to all applicable share trading policies and other policies that may be implemented by the Board or Committee from time to time.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company. The Grantee accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Agreement, or any applicable Clawback Policy.

18. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

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19. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

20. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock in this Agreement does not create any contractual right or other right to receive any Restricted Stock or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

21. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock, prospectively or retroactively; *provided* that no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

22. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

24. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan, an S-8 Prospectus, this Agreement and any applicable Clawback Policy. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan, this Agreement and any applicable Clawback Policy. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting or disposition.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FREEDOM HOLDING CORP.

By: /s/ Adam R. Cook

Name: Adam R. Cook

Title: Secretary

Grantee Name

By: /s/ Azamat Yerdessov

Name:

**Restricted Stock Award Agreement  
Freedom Holding Corp. 2019 Equity Incentive Plan**

This Restricted Stock Award Agreement (this “**Agreement**”) is made and entered into as of March 1, 2024, (the “**Grant Date**”) by and between Freedom Holding Corp., a Nevada corporation (the “**Company**”) and Aidos Zhumagulov (the “**Grantee**”).

**WHEREAS**, the Company has adopted the Freedom Holding Corp. 2019 Equity Incentive Plan (as may be amended from time to time, the “**Plan**”) pursuant to which awards of Restricted Stock may be granted; and

**WHEREAS**, the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, **140,628** shares of Common Stock of the Company (the “**Restricted Stock**”), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Consideration. The grant of the Restricted Stock is made in consideration of the services to be rendered by the Grantee to the Company.

3. Restricted Period; Vesting.

3.1. Except as otherwise provided herein, provided that (i) the Grantee remains in Continuous Service through each of the applicable vesting dates set forth in the table below (each, a “**Vesting Date**”) and (ii) any additional conditions and performance goals set forth in Section 3.2 have been satisfied, the following portions of the Restricted Stock will vest in accordance with the following schedule:

<b>Vesting Date</b>	<b>Shares of Common Stock</b>
The execution date of this Agreement	1/6 <sup>th</sup> of the Aggregate Restricted Stock
January 25, 2025	1/6 <sup>th</sup> of the Aggregate Restricted Stock
January 25, 2026	1/6 <sup>th</sup> of the Aggregate Restricted Stock
January 25, 2027	1/6 <sup>th</sup> of the Aggregate Restricted Stock
January 25, 2028	1/6 <sup>th</sup> of the Aggregate Restricted Stock
January 25, 2029	1/6 <sup>th</sup> of the Aggregate Restricted Stock

The period over which the Restricted Stock vests is referred to as the “**Restricted Period**”.

3.2. For any of the Restricted Stock that would vest on any Vesting Date, such Restricted Stock shall only vest on the applicable Vesting Date if the weighted average closing price of a share of Common Stock for the 20 trading days immediately prior to the applicable Vesting Date is greater than 70% of the weighted average closing price of a share of Common Stock on the Vesting Date that immediately preceded the applicable Vesting Date. In the event that the performance condition set forth in the immediately preceding sentence is not satisfied, then the portion of the Restricted Stock scheduled to

vest on such Vesting Date shall not vest but instead shall be automatically forfeited on such date, and neither the Company nor any Affiliate shall have any further obligations to the Grantee as to the applicable portion of the Restricted Stock.

3.3. The foregoing vesting schedule notwithstanding, if the Grantee's Continuous Service terminates for any reason at any time before all of the Grantee's Restricted Stock has vested, the Grantee's unvested Restricted Stock shall be automatically forfeited upon such termination of Continuous Service, and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement, unless otherwise determined by the Committee.

3.4. Unless otherwise determined by the Committee, a Change in Control shall have no effect on the Restricted Stock. For the avoidance of doubt, the vesting described in Section 12.1 of the Plan shall not apply to the Restricted Stock.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period, the Restricted Stock and the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock or the rights relating thereto during the Restricted Period shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Grantee and all of the Grantee's rights to such shares shall immediately terminate without any payment or consideration by the Company.

#### 5. Rights as Shareholder; Dividends.

5.1. The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing, any dividends or other distributions paid or accrued with respect to the Restricted Stock shall be subject to the same restrictions on transferability as the shares of Restricted Stock to which they relate during the Restricted Period and shall be withheld by the Company for the Grantee's account. The cash dividends or stock dividends so withheld by the Committee shall be distributed to the Grantee in cash or, at the discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends, if applicable, upon the release of restrictions on the shares of Restricted Stock to which they relate, and if such shares of Restricted Stock are forfeited, the Participant shall have no right to such dividends.

5.2. If the Grantee forfeits any rights the Grantee has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock forfeited and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock shall be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

#### 8. Tax Liability and Withholding.

8.1. The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. In its discretion, the

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Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
- (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or
- (c) delivering to the Company previously owned and unencumbered shares of Common Stock.

8.2. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (**Tax-Related Items**), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee's liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a "**Section 83(b) Election**") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.

10. Non-competition and Non-solicitation.

10.1 In consideration of the award of Restricted Stock provided for under this Agreement, which the Grantee acknowledges is valuable consideration that the Grantee would not otherwise be entitled to receive, the Grantee agrees and covenants not to:

(a) work for, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, shareholder or in any other similar capacity an entity engaged in the same or similar business as the Company and its Affiliates, including, but not limited to, those engaged in the business of financial services for a period of one year following the Grantee's termination of Continuous Service;

(b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any current employee of the Company or its Affiliates for two years following the Grantee's termination of Continuous Service; or

(c) directly or indirectly, solicit, contact (including, but not limited to, e-mail, regular mail, express mail, telephone, and instant message), attempt to contact or meet with current, former or prospective clients or customers of the Company or any of its Affiliates, with whom Grantee worked with during Grantee's employment with the Company, for purposes of offering financial services similar to or competitive with those offered by the Company or any of its Affiliates for a period of one year following the Grantee's termination of Continuous Service.

10.2 If the Grantee breaches any of the covenants set forth in Section 10.1:

(a) all unvested Restricted Stock provided for under this Agreement shall be immediately forfeited; and

(b) the Grantee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any

bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

10.3 The Grantee hereby acknowledges and agrees that the restrictions set forth in Section 10.1 of this Agreement are reasonable in time, scope, and geographic area, necessary to protect the legitimate interests of the Company, not harmful to the general public, and not unreasonably burdensome to the Grantee.

11. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal, state, local and foreign securities laws and with all applicable requirements and rules of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of federal, state, local and foreign laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, any stock exchange or any foreign securities regulatory authority to effect such compliance.

12. Legends. Reasonably promptly following the Grant Date, the Company shall reflect ownership of the Restricted Stock in book entry form on the Company's books and records, or, in its discretion cause to be issued to the Grantee a certificate in respect of the Restricted Stock. If certificates representing the Restricted Stock are issued, they shall be issued in the name of the Grantee, but held in the physical possession of the Company, and the Grantee shall execute in blank a stock power in a form provided by the Company, allowing the Company to transfer the shares of Restricted Stock in the event they are forfeited pursuant to the terms of this Agreement. Such certificates shall bear the following (or a similar) legend in addition to any other legends that may be required under federal or state securities laws:

*"THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF COMMON STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) CONTAINED IN THE FREEDOM HOLDING CORP. 2019 EQUITY INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE STOCKHOLDER AND FREEDOM HOLDING CORP. A COPY OF THE PLAN AND THE AWARD AGREEMENT ARE ON FILE WITH FREEDOM HOLDING CORP."*

13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles. Any dispute or conflict between the parties shall be brought in a state or federal court located in Clark County, Nevada. The parties hereto submit to jurisdiction and venue in Clark County, Nevada and all objections to such venue and jurisdiction are hereby waived.

15. Restricted Stock Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders and as it may be amended from time to time. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

16. Clawback: Company Policies. As set forth in Section 14.2 of the Plan, the Restricted Stock is subject to any applicable Clawback Policy. The Restricted Stock is also subject to all applicable share trading policies and other policies that may be implemented by the Board or Committee from time to time.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company. The Grantee accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, this Agreement, or any applicable Clawback Policy.

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18. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

19. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

20. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock in this Agreement does not create any contractual right or other right to receive any Restricted Stock or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

21. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock, prospectively or retroactively; *provided* that no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

22. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

24. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan, an S-8 Prospectus, this Agreement and any applicable Clawback Policy. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan, this Agreement and any applicable Clawback Policy. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting or disposition.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FREEDOM HOLDING CORP.

By: /s/ Adam R. Cook

Name: Adam R. Cook

Title: Secretary

Grantee Name

By: /s/ Aidos Zhumagulov

Name:

**Restricted Stock Award Agreement  
Freedom Holding Corp. 2019 Equity Incentive Plan**

This Restricted Stock Award Agreement (this “**Agreement**”) is made and entered into as of October 06, 2022, (the “**Grant Date**”) by and between Freedom Holding Corp., a Nevada corporation (the “**Company**”) and Azamat Yerdessov (the “**Grantee**”).

**WHEREAS**, the Company has adopted the Freedom Holding Corp. 2019 Equity Incentive Plan (the “**Plan**”) pursuant to which awards of Restricted Stock may be granted; and

**WHEREAS**, the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, **10,000** shares of Common Stock of the Company (the “**Restricted Stock**”), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.
2. Consideration. The grant of the Restricted Stock is made in consideration of the services to be rendered by the Grantee to the Company.
3. Restricted Period; Vesting.

3.1. Except as otherwise provided herein, provided that the Grantee remains in Continuous Service through the applicable vesting date, and further provided that any additional conditions and performance goals set forth in Section 3 have been satisfied, the Restricted Stock will vest in accordance with the following schedule:

<b>Vesting Date</b>	<b>Shares of Common Stock</b>
Grant Date	20% of the Aggregate Restricted Stock
May 18, 2023	20% of the Aggregate Restricted Stock
May 18, 2024	20% of the Aggregate Restricted Stock
May 18, 2025	20% of the Aggregate Restricted Stock
May 18, 2026	20% of the Aggregate Restricted Stock

The period over which the Restricted Stock vests is referred to as the “**Restricted Period**”.

3.2. The foregoing vesting schedule notwithstanding, if the weighted average closing price of Company common shares for the 20 trading days prior to the first vesting date is less than 70% of the closing price of the common shares on the Grant date, and as to any subsequent vesting date, if the weighted average closing price of Company common shares for the 20 trading days prior to the vesting date is less than 70% of the weighted average closing price of the common shares on the immediately prior vesting date, then the common shares scheduled to vest on the vesting date shall not vest but shall be automatically forfeited on the stated vesting date and neither the Company nor any Affiliate shall have any further obligation to the Grantee as to any portion of the Restricted Shares forfeited.

3.3. The foregoing vesting schedule notwithstanding, if the Grantee's Continuous Service terminates for any reason at any time before all of the Grantee's Restricted Stock has vested, the Grantee's unvested Restricted Stock shall be automatically forfeited upon such termination of Continuous Service, and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement, unless otherwise determined by the Committee.

3.4. Unless otherwise determined by the Committee, a Change in Control shall have no effect on the Restricted Stock. For the avoidance of doubt, the vesting described in Section 12.1 of the Plan shall not apply to the Restricted Stock.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period, the Restricted Stock and the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock or the rights relating thereto during the Restricted Period shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Grantee and all of the Grantee's rights to such shares shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder; Dividends

5.1. The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing, any dividends or other distributions shall be subject to the same restrictions on transferability as the shares of Restricted Stock with respect to which they were paid.

5.2. The Company may issue stock certificated or evidence the Grantee's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock vests.

5.3. If the Grantee forfeits any rights the Grantee has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock forfeited and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock shall be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

8. Tax Liability and Withholding.

8.1. The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. In its discretion, the Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
  - (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock;
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- provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or
- (c) delivering to the Company previously owned and unencumbered shares of Common Stock.

8.2. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee's liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a "**Section 83(b) Election**") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.
10. Non-competition and Non-solicitation.

10.1 In consideration of the Restricted Stock, the Grantee agrees and covenants not to:

- (a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, shareholder or in any other similar capacity an entity engaged in the same or similar business as the Company and its Affiliates, including, but not limited to, those engaged in the business of financial services for a period of one year following the Grantee's termination of Continuous Service;
- (b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any current employee of the Company or its Affiliates for two years following the Grantee's termination of Continuous Service; or
- (c) directly or indirectly, solicit, contact (including, but not limited to, e-mail, regular mail, express mail, telephone, and instant message), attempt to contact or meet with current, former or prospective customers of the Company or any of its Affiliates for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company or any of its Affiliates for a period of one year following the Grantee's termination of Continuous Service.

10.2 If the Grantee breaches any of the covenants set forth in Section 10.1:

- (a) all unvested Restricted Stock shall be immediately forfeited; and
- (b) the Grantee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

11. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal, state, local and foreign securities laws and with all applicable requirements and rules of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of federal, state, local and foreign laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, any stock exchange or any foreign securities regulatory authority to effect such compliance.
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12. Legends. A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange commission, any applicable federal or state securities laws or any stock exchange on which the shares of Common Stock are then listed or quoted.
  13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.
  14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles.
  15. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.
  16. Restricted Stock Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
  17. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.
  18. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.
  19. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock in this Agreement does not create any contractual right or other right to receive any Restricted Stock or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.
  20. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock, prospectively or retroactively; *provided* that no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.
  21. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.
  22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
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23. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting or disposition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FREEDOM HOLDING CORP.

By: /s/ Adam R. Cook

Name: Adam R. Cook

Title: Secretary

Grantee Name

By: /s/ Azamat Yerdessov

Name:

**Restricted Stock Award Agreement  
Freedom Holding Corp. 2019 Equity Incentive Plan**

This Restricted Stock Award Agreement (this “**Agreement**”) is made and entered into as of May 18, 2021, (the “**Grant Date**”) by and between Freedom Holding Corp., a Nevada corporation (the “**Company**”) and Aidos Zhumagulov (the “**Grantee**”).

**WHEREAS**, the Company has adopted the Freedom Holding Corp. 2019 Equity Incentive Plan (the “**Plan**”) pursuant to which awards of Restricted Stock may be granted; and

**WHEREAS**, the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock. Pursuant to Section 7.2 of the Plan, the Company hereby issues to the Grantee on the Grant Date a Restricted Stock Award consisting of, in the aggregate, **30,000** shares of Common Stock of the Company (the “**Restricted Stock**”), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.
2. Consideration. The grant of the Restricted Stock is made in consideration of the services to be rendered by the Grantee to the Company.
3. Restricted Period; Vesting.

3.1. Except as otherwise provided herein, provided that the Grantee remains in Continuous Service through the applicable vesting date, and further provided that any additional conditions and performance goals set forth in Section 3 have been satisfied, the Restricted Stock will vest in accordance with the following schedule:

<b>Vesting Date</b>	<b>Shares of Common Stock</b>
May 18, 2022	20% of the Aggregate Restricted Stock
May 18, 2023	20% of the Aggregate Restricted Stock
May 18, 2024	20% of the Aggregate Restricted Stock
May 18, 2025	20% of the Aggregate Restricted Stock
May 18, 2026	20% of the Aggregate Restricted Stock

The period over which the Restricted Stock vests is referred to as the “**Restricted Period**”.

3.2. The foregoing vesting schedule notwithstanding, if the weighted average closing price of Company common shares for the 20 trading days prior to the first vesting date is less than 70% of the closing price of the common shares on the Grant date, and as to any subsequent vesting date, if the weighted average closing price of Company common shares for the 20 trading days prior to the vesting date is less than 70% of the weighted average closing price of the common shares on the immediately prior vesting date, then the common shares scheduled to vest on the vesting date shall not vest but shall be automatically forfeited on the stated vesting date and neither the Company nor any Affiliate shall have any further obligation to the Grantee as to any portion of the Restricted Shares forfeited.

3.3. The foregoing vesting schedule notwithstanding, if the Grantee's Continuous Service terminates for any reason at any time before all of the Grantee's Restricted Stock has vested, the Grantee's unvested Restricted Stock shall be automatically forfeited upon such termination of Continuous Service, and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement, unless otherwise determined by the Committee.

3.4. Unless otherwise determined by the Committee, a Change in Control shall have no effect on the Restricted Stock. For the avoidance of doubt, the vesting described in Section 12.1 of the Plan shall not apply to the Restricted Stock.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period, the Restricted Stock and the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock or the rights relating thereto during the Restricted Period shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Grantee and all of the Grantee's rights to such shares shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder; Dividends

5.1. The Grantee shall be the record owner of the Restricted Stock until the shares of Common Stock are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing, any dividends or other distributions shall be subject to the same restrictions on transferability as the shares of Restricted Stock with respect to which they were paid.

5.2. The Company may issue stock certificated or evidence the Grantee's interest by using a restricted book entry account with the Company's transfer agent. Physical possession or custody of any stock certificates that are issued shall be retained by the Company until such time as the Restricted Stock vests.

5.3. If the Grantee forfeits any rights the Grantee has under this Agreement in accordance with Section 3, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock forfeited and shall no longer be entitled to vote or receive dividends on such shares.

6. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

7. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the shares of Common Stock shall be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

8. Tax Liability and Withholding.

8.1. The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. In its discretion, the Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
  - (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock;
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provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law; or  
(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

8.2. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (“**Tax-Related Items**”), the ultimate liability for all Tax-Related Items is and remains the Grantee’s responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant or vesting of the Restricted Stock or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock to reduce or eliminate the Grantee’s liability for Tax-Related Items.

9. Section 83(b) Election. The Grantee may make an election under Code Section 83(b) (a “**Section 83(b) Election**”) with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.
- 10 Non-competition and Non-solicitation.

10.1 In consideration of the Restricted Stock, the Grantee agrees and covenants not to:

- (a) contribute his or her knowledge, directly or indirectly, in whole or in part, as an employee, officer, owner, manager, advisor, consultant, agent, partner, director, shareholder or in any other similar capacity an entity engaged in the same or similar business as the Company and its Affiliates, including, but not limited to, those engaged in the business of financial services for a period of one year following the Grantee’s termination of Continuous Service;
- (b) directly or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any current employee of the Company or its Affiliates for two years following the Grantee’s termination of Continuous Service; or
- (c) directly or indirectly, solicit, contact (including, but not limited to, e-mail, regular mail, express mail, telephone, and instant message), attempt to contact or meet with current, former or prospective customers of the Company or any of its Affiliates for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company or any of its Affiliates for a period of one year following the Grantee’s termination of Continuous Service.

10.2 If the Grantee breaches any of the covenants set forth in Section 10.1:

- (a) all unvested Restricted Stock shall be immediately forfeited; and
- (b) the Grantee hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

11. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal, state, local and foreign securities laws and with all applicable requirements and rules of any stock exchange on which the Company’s shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of federal, state, local and foreign laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, any stock exchange or any foreign securities regulatory authority to effect such compliance.
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12. Legends. A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange commission, any applicable federal or state securities laws or any stock exchange on which the shares of Common Stock are then listed or quoted.
  13. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.
  14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Nevada without regard to conflict of law principles.
  15. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.
  16. Restricted Stock Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
  17. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.
  18. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.
  19. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock in this Agreement does not create any contractual right or other right to receive any Restricted Stock or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.
  20. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock, prospectively or retroactively; *provided* that no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.
  21. No Impact on Other Benefits. The value of the Grantee's Restricted Stock is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.
  22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
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23. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the grant or vesting of the Restricted Stock or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such grant, vesting or disposition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FREEDOM HOLDING CORP.

By: /s/ Adam R. Cook

Name: Adam R. Cook

Title: Secretary

Grantee Name

By: /s/ Aidos Zhumagulov

Name:

Certain portions of this exhibit (indicated by “[\*\*\*]”) have been omitted pursuant to Item 601(a)(6) and Item 601(b)(10) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**Minutes No. 1/2018  
of extraordinary general meeting of shareholders of Life Insurance Company “Asia Life” Joint Stock Company**

City of Almaty

March 19, 2018

**Full name of the joint stock company**

**Life Insurance Company “Asia Life” Joint Stock Company (the “Company”)**

**Location of the executive authority**

Republic of Kazakhstan, 050059, Almaty, Bostandykskiy district, Al-Farabi Avenue, Building 17/1, PFC “Nurly-Tau”, 5B, 10th floor, office space No. 17

**Date and time of holding the general meeting of shareholders**

March 19, 2018  
Beginning time: 11.00  
Ending time: 11.25

**Place of holding the general meeting of shareholders**

Republic of Kazakhstan, 050059, Almaty, Bostandykskiy district, Al-Farabi Avenue, Building 17/1, PFC “Nurly-Tau”, 5B, 10th floor, office space No. 17

List of shareholders having the right to take part in the general meeting of shareholders was compiled by the Company’s registrar - Unified Registrar of Securities JSC as of February 14, 2018. Considering that there have been changes in the list of shareholders of the Company, the list shareholders was compiled as of March 19, 2018.

The shareholders registered on general meeting of shareholders:

No.	Full name/Name of organization	Number of shares in percentage	Representative	Power of attorney No., date of issuance	Identification document details
1	Abraimov Almaz Maratovich	171,000 9.5%	Personal presence		ID document No. [***] issued by [***] on [***]
2	Yerdessoy Azamat Dzhansultanovich	171,000 9.5%	Personal presence		ID document No. [***] issued by [***] on [***]
3	Karpova Yelena Sergeevna	171,000 9.5%	Polyanskaya Victoriya Victorovna	Power of attorney dated March 16, 2018, registration No. 528, certified by a notary Karamurzina A.E., license No. 14001544 dated February 11, 2014	ID document No. [***] issued by [***] on [***]
4	Makeyev Ruslan Bulatovich	166,500 9.25%	Personal presence		ID document No. [***] issued by [***] on [***]

5	Mitrofanova Anastasiya Nikolayevna	171,000 9.5%	Personal presence	ID document No. [***] issued by [***] on [***]
6	Sazanbayev Serik Tynysbekovich	171,000 9.5%	Personal presence	ID document No. [***] issued by [***] on [***]

**TOTAL: 1,021,500 (one million twenty one thousand five hundred) common shares - 56.75%.**

Invited to the meeting:

Corporate secretary of the Company - Abykanova A.E.

All the shareholders were notified of the convening the extraordinary general meeting of shareholders (the "meeting") by a written notification in accordance with the Law "On Joint Stock Companies" No. 415-P dated May 13, 2003 (the "JSC Law").

Total number of voting common shares of the Company is 1,800,000 (one million eight hundred thousand).

The shareholders of the Company and their representatives hold in total 1,021,500 (one million twenty one thousand five hundred) common shares which constitute 56.75% (fifty six point seventy five) percent of the voting shares of the Company.

Corporate secretary Abykanova A.E. took the floor and greeted everyone gathered and announced about the need for taking decisions on procedural issues:

1. Recognize the meeting quorate and announce it open.
2. On election of chairman and secretary of the general meeting of shareholders.
3. On determining the form of voting.
4. On approval of the meeting agenda.

Based on paragraph 4 of Article 48, subparagraph 3) of paragraph 1 of Article 50 of the JSC Law, voting on the procedural issues from 1 to 3 shall be carried out in an open way, according to principle "one shareholder - one vote", decision shall be made by simple majority vote of those present.

Based on paragraph 3 of Article 43 of the JSC Law, approval of the agenda of the general meeting of shareholders shall be carried out by a majority vote of the total number of voting shares of the Company represented at the meeting.

#### **First procedural issue**

##### **1. Recognize the meeting quorate and announce it open**

On the first procedural issue, Abykanova A.E. took the floor and reported that the meeting is attended by the shareholders holding 56.75% of the Company's voting shares, the quorum has been met.

The issue of recognizing the meeting quorate and announce it open was submitted for voting. The voting was made on the principle "one shareholder - one vote".

Voting results.

"for" - 6, "against" - 0, "abstain" - 0.

Adopted unanimously.

**Decision: Recognize the meeting quorate and announce it open.**

#### **Second procedural issue**

##### **2. On election of chairman and secretary of the general meeting of shareholders**

On the second procedural issue, Abykanova A.E. took the floor and proposed to elect a chairman and a secretary of the meeting. According to paragraph 4 of Article 48 of the JSC Law, on the voting on the issue of election of a chairman and a secretary of the general meeting of shareholders each shareholder has one vote, and the decision is made by a simple majority of votes of those present.

The issue of election of chairman and secretary of the general meeting of shareholders was submitted for voting, proposals of the following candidates were made:

Chairman of the meeting - Yerdessov Azamat Dzhansultanovich;

Secretary of the meeting - Abykanova Asel Edegenovna.

The voting was made on the principle "one shareholder - one vote".

Voting results.

“for” - 6, “against” - 0, “abstain” - 0.  
Adopted unanimously.

**Decision: To elect Yerdessov Azamat Dzhansultanovich as the chairman of the meeting, and Abykanova Asel Edegenovna as the secretary of the meeting.**

**Third procedural issue.**

**3. On determining the form of voting**

On the third procedural issue, Abykanova A.E. took the floor and proposed, in accordance with paragraph 4 of Article 48 of the JSC Law, to determine the open form of voting. The issue of determining the open form of voting was submitted for voting.

The voting was made on the principle “one shareholder - one vote”.

The secretary of the meeting counted the votes and announced the results of voting:

“for” - 6, “against” - 0, “abstain” - 0.

Adopted unanimously.

**Decision: To determine the open form of voting on the issues included in the agenda**

**Fourth procedural issue.**

**4. On approval of the meeting agenda.**

On the fourth procedural issue, the corporate secretary Abykanova A.E. took the floor and reported that no proposals to amend the agenda have been received. The chairman of the meeting Yerdessov A. D. proposed to approve the agenda of the meeting:

**AGENDA:**

1. **On the Board of Directors of Life Insurance Company “Asia Life” Joint Stock Company: election of members of the Board of Directors, determination of the term of their office, termination of the duties of some members of the Board of Directors, and also determination of the amount and terms of payment of salaries and compensation to the members of the Board of Directors for performance of their duties.**

Vote was carried out by principle “one share - one vote”.

The secretary of the meeting counted the votes and announced the results of voting:

“for” - 1,021,500;

“against” - 0;

“abstain” - 0.

Adopted unanimously.

**Decision:**

Approved the following agenda of the meeting:

1. **On the Board of Directors of Life Insurance Company “Asia Life” Joint Stock Company: election of members of the Board of Directors, determination of the term of their office, termination of the duties of some members of the Board of Directors, and also determination of the amount and terms of payment of salaries and compensation to the members of the Board of Directors for performance of their duties.**

The chairman Yerdessov A.D. proposed to proceed to consideration of the item of the meeting agenda.

**First item of the agenda:**

**On the Board of Directors of Life Insurance Company “Asia Life” Joint Stock Company: election of members of the Board of Directors, determination of the term of their office, termination of the duties of some members of the Board of Directors, and also determination of the amount and terms of payment of salaries and compensation to the members of the Board of Directors for performance of their duties.**

On the item of the agenda, Abykanova A.E. took the floor and explained that due to a change in the shareholders of the Company the issue of early termination of duties of the member of the Board of Directors Dosmukhametov B.S was proposed to the agenda. The new composition of shareholders proposed Turlov Timur Ruslanovich as a candidate for the Board of Directors of the Company.

In this regard, it was proposed to submit this issue for consideration and making decision by the general meeting of shareholders of the Company.

According to the provisions of the current Law “On Joint Stock Companies” and the Charter of the Company, the issue of the number of members, term of office of the Board of Directors, election of their members, early termination of their powers, as well as determination of the amount and remuneration paid to the members of the Board of Directors are subject to the exclusive competence of the general meeting of shareholders.

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Further, Chairman Yerdessov A.D. presented as a candidate to the Board of Directors a person not currently being a shareholder of the Company and not proposed (recommended) to be elected as a representative of shareholders:

Turlov Timur Ruslanovich, year of birth: 1987, has a large experience working in the financial market, specifically, on the securities market, as well as an experience of managing large companies. He is currently the General Director of IC Freedom Finance LLC (Russian Federation) and the Chairman of the Board of Directors of Freedom Finance JSC.

The following issues were put to voting:

1. To early terminate the duties of Dosmukhametov Bolat Seyilkhanovich as a member of the Board of Directors of LIC "Asia Life" JSC from March 19, 2018.
2. To elect from March 19, 2018 Turlov Timur Ruslanovich as a member of the Board of Directors of LIC "Asia Life" JSC for the term until the termination of powers of the entire Board of Directors.
3. To establish the amounts of remuneration for members of the Board of Directors for the performance of their duties according to Annex 1 to these Minutes.

The voting was held in which the shareholders holding in total 1,021,500 votes (including 171,000 votes submitted on behalf of the shareholder who took part in the meeting via a representative) which correspond to 56.75% of the voting shares of the Company. Quorum is present. Election of the members of the Board of Directors are held by the shareholders by way of cumulative voting using voting ballots except for the case when for one vacancy at the Board of Directors one person is being elected. Taking into account that in the present case for a vacancy at the Board of Directors one person is being elected the voting on the issue is made according to the principle "one share - one vote".

Voting results:

*"for" - 1,021,500;*

*"against" - 0;*

*"abstain" - 0.*

*Adopted unanimously.*

**Decision on the item of the agenda:**

1. To early terminate the duties of Dosmukhametov Bolat Seyilkhanovich as a member of the Board of Directors of LIC "Asia Life" JSC from March 19, 2018.
2. To elect from March 19, 2018 Turlov Timur Ruslanovich as a member of the Board of Directors of LIC "Asia Life" JSC for the term until the termination of powers of the entire Board of Directors.
3. To establish the amounts of remuneration for members of the Board of Directors for the performance of their duties according to Annex 1 to these Minutes

In accordance with the requirements of paragraph 5 of Article 51 of the Law of the Republic of Kazakhstan "On Joint Stock Companies", the Chairman of the meeting announced to the shareholders the voting results under the first item of the agenda.

The agenda thus has been complete. The Chairman of the meeting Mr Yerdessov A.D. proposed to consider the general meeting of shareholders as closed and put the issue for voting.

The voting was made on the principle "one shareholder - one vote".

The secretary of the meeting counted the votes and announced the results of voting:

"for" - 6, "against" - 0, "abstain" - 0.

Adopted unanimously.

**Decision:**

**Close the extraordinary general meeting of shareholders of the Company.**

Chairman of the general meeting      /s/ Yerdessov A.D.      Yerdessov A.D.

Secretary of the meeting      /s/ Abykanova A.E.      Abykanova A.E.

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**Remuneration to the members of the Board of Directors of LIC "Asia Life" JSC**

1. From March 19, 2018, to determine the monthly remuneration to a member of the Board of Directors, independent director of LIC "Asia Life" JSC Mikhailov Ivan Valentinovich in the amount of [\*\*\*] Tenge after withholding taxes and other mandatory payments provided by the legislation of the Republic Kazakhstan.
2. From March 19, 2018, to determine the monthly remuneration to a member of the Board of Directors of LIC "Asia Life" JSC Turlov Timur Ruslanovich in the amount of 650,000 (six hundred fifty thousand) Tenge after withholding taxes and other mandatory payments provided by the legislation of the Republic Kazakhstan.
3. From March 19, 2018, to determine the monthly remuneration to a member of the Board of Directors of LIC "Asia Life" JSC Dzhumabaev Bakhyt Parpebaevich in the amount of [\*\*\*] Tenge after withholding taxes and other mandatory payments provided by the legislation of the Republic Kazakhstan.

**Chairman of the general meeting**      /s/ Yerdessov A.D.      Yerdessov A.D.

**Secretary of the meeting**              /s/ Abykanova A.E.      Abykanova A.E.



Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(b)(10) of Regulation S-K.

This exhibit is an English translation of a foreign language document. The Company hereby agrees to furnish to the SEC, upon request, a copy of the foreign language document.

**MINUTES NO. 05/14 OF THE MEETING OF  
THE BOARD OF DIRECTORS OF “FREEDOM FINANCE” JSC**

**Full name and location of the executive body:** “Freedom Finance” Joint-Stock Company (hereinafter referred to as the "Company")

**Place of the meeting:** Republic of Kazakhstan, 050040, Almaty, Bostandyk district, 77/7 Al-Farabi Ave., n.p. Za, Esentai Tower Business Center

**Date and time of the meeting:** May 14, 2024, 5 p.m.

**The meeting of the Board of Directors is attended by:** Mr. Turlov Timur Ruslanovich - Chairman of the Board of Directors;  
Ms. Mantayeva Madina Boltayevna - Independent Director, Board Member;  
Mr. Lukyanov Sergey Nikolaevich –Board Member.

**Invited:**

Kolegov A.R.	– Deputy Chairman of the Management Board of “Freedom Finance” JSC;
Trofimov E.V.	– Managing Director for Legal and Compliance Strategy;
Beristenova A.A.	– Managing Director for Compliance Control;
Kizatov A.T.	– Executive Director of Legal Affairs;
Panabergenov O.S.	– Director of the Investment Portfolio Management Department;
Metalnikov A.S.	– Director of the Information Technology Department;
Nurambekova N.O.	– Director of the Marketing Department;

**Chairman of the meeting:** Turlov T.R.

**Corporate Secretary:** Ramazanov Y.B.

All members of the Board of Directors were notified of the date, time, and location of the Board meeting by sending the relevant notice and agenda materials. Three members of the Board of Directors are present at the meeting. In accordance with Clause 12.13 of Chapter 12 of the Charter of “Freedom Finance” JSC, a quorum is constituted by at least half of the Board members. Since all members of the Board of Directors are participating in this meeting, a quorum is present. The Board of Directors is authorized to make decisions on any matters within its competence. It was also proposed to use an open voting procedure.

The Chairman of the meeting proposed to vote on the issue of approving the agenda of the meeting. The members of the Board of Directors unanimously decided to approve the agenda of the Board of Directors meeting in the following wording:

**AGENDA:**

1. “On consideration of the Report on foreign currency purchase/sale transactions in which “Freedom Finance” JSC was an interested party for the month of April 2024”;
  2. “On the election of new members of the Board of Directors of “Freedom Finance Bank Kazakhstan” JSC;
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3. "On changing the name and approving the new version of the Charter of "Freedom Finance Bank Kazakhstan" JSC";
4. "On conclusion of the transaction on purchase and sale of fixed assets between "Freedom Finance" JSC and "Holding Operation" LLP for the amount of 46,950,501 (forty six million nine hundred fifty thousand five hundred and one) Tenge, in which "Freedom Finance" JSC is an interested party";
5. "On conclusion of the transaction of paid provision of services by influencers with Private Company Freedom Advertising Ltd. in which "Freedom Finance" JSC is an interested party";
6. "On approval of the Rules of Internal Control over the Use of Insider Information".

**Regarding the first agenda item** "On consideration of the Report on foreign currency purchase/sale transactions in which "Freedom Finance" JSC was an interested party for the month of April 2024", Panabergenov O.S. took the floor and presented in detail the information set forth in the explanatory note and materials.

**Having considered the presented materials, Turlov T.R. proposed the members of the Board of Directors to take note of the presented Report**

**The members of the Board of Directors VOTED:**

Turlov T.R.	"FOR"
Mantayeva M.B.	"FOR"
Lukyanov S.N.	"FOR"

Having considered the agenda item and presented materials, in accordance with subparagraph 19) of paragraph 2 of Article 53, paragraph 1 of Article 73 of the Law of the RK "On Joint Stock Companies", **the Board of Directors DECIDED:**

To take note of the Report on foreign currency purchase/sale transactions in which "Freedom Finance" JSC was interested for the month of April 2024.

**Regarding the second agenda item**, "On the election of new members of the Board of Directors of "Freedom Finance Bank Kazakhstan" JSC", Lukyanov S.N. spoke and provided detailed information outlined in the explanatory note and accompanying materials.

**After reviewing the provided materials, Turlov T.R. proposed that the Board members vote on the presented issue.**

**The members of the Board of Directors VOTED:**

Turlov T.R.	"FOR"
Mantayeva M.B.	"FOR"
Lukyanov S.N.	"FOR"

Having considered the issue on the agenda and the submitted materials, in accordance with paragraphs 4, 5 of Article 35, subparagraph 5) of paragraph 1 of Article 36 of the Law of the RK "On Joint Stock Companies", **the Board of Directors DECIDED:**

1. To determine the quantitative composition of the Board of Directors of "Bank Freedom Finance Kazakhstan" JSC in the number of 5 (five) members;
  2. To elect Mr. Zhumagulov Aidos Bolatovich as a member of the Board of Directors of "Bank Freedom Finance Kazakhstan" JSC - representative of "Freedom Finance" JSC for a period of 3 (three) years from the date of adoption of this decision;
  3. To establish, from the moment of adoption of this decision, a monthly compensation to a member of the Board of Directors - a representative of "Freedom Finance" JSC, Zhumagulov Aidos Bolatovich, according to Appendix No. 1 to this decision;
  4. To elect a member of the Board of Directors as an independent director of "Bank Freedom Finance Kazakhstan" JSC Mr. Smolyakov Oleg Alexandrovich, for a period of 3 (three) years from the date of adoption of this decision;
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5. To determine from the date of adoption of this decision, a monthly compensation to the member of the Board of Directors - the independent director of "Bank Freedom Finance Kazakhstan" JSC, Smolyakov Oleg Alexandrovich, according to Appendix No. 1 to this decision;
6. To compensate expenses to members of the Board of Directors of "Bank Freedom Finance Kazakhstan" JSC for the performance of their duties;
7. To instruct the Management Board of "Bank Freedom Finance Kazakhstan" JSC to carry out the necessary measures to coordinate candidates Zhumagulov A.B. and Smolyakov O.A. with the authorized body for regulation, control and supervision of the financial market and financial organizations.

**Regarding the third agenda item** "On changing the name and approving the Charter of "Freedom Finance Bank Kazakhstan" JSC in a new version", Lukyanov S.N. took the floor and presented in detail the information provided in the explanatory note and materials.

Having considered the presented materials, Turlov T.R. proposed the members of the Board of Directors to approve the change of the name of "Bank Freedom Finance Kazakhstan" Joint Stock Company to "Freedom Bank Kazakhstan" Joint Stock Company and to approve the Charter of "Bank Freedom Finance Kazakhstan" Joint Stock Company in a new version.

**The members of the Board of Directors VOTED:**

Turlov R.S.	"FOR"
Mantayeva M.B.	"FOR"
Lukyanov S.N.	"FOR"

Having considered the agenda item and presented materials, in accordance with subparagraphs 5) of paragraph 1 of Article 36, paragraphs 4, 5 of Article 35 of the Law of the RK "On Joint Stock Companies", **the Board of Directors DECIDED:**

1. To approve the change of the name of "Freedom Finance Bank Kazakhstan" Joint Stock Company to "Freedom Bank Kazakhstan" Joint Stock Company as indicated below:
  - full name in Kazakh: "Фридом Банк Қазақстан" акционерлік қоғамы;
  - full name in Russian: Акционерное общество "Фридом Банк Казахстан";
  - full name in English: "Freedom Bank Kazakhstan" Joint Stock Company;
  - abbreviated name in Kazakh: "Фридом Банк Қазақстан"АК;
  - abbreviated name in Russian: АО "Фридом Банк Казахстан";
  - abbreviated name in English: "Freedom Bank Kazakhstan" JSC.
2. To approve the Charter of "Freedom Finance Bank Kazakhstan" Joint Stock Company in a new version;
3. From the date of state re-registration of the joint stock company, in connection with the change of its name, to approve the change in all existing internal documents of the Bank approved by the decisions of the Sole Shareholder of the Bank, the name of "Freedom Finance Bank Kazakhstan" JSC in its full, abbreviated and other names in different spelling variants, different alphabetic registers and different cases to the name of "Freedom Bank Kazakhstan" JSC in the appropriate alphabetic registers and cases;
4. To authorize the Chairman of the Management Board of "Freedom Finance Bank Kazakhstan" JSC Akhmetova G.A. (or a person performing her duties) to sign the new version of the Charter of "Freedom Finance Bank Kazakhstan" JSC on behalf of its shareholder and to perform all necessary actions related to the state re-registration of the Bank in the authorized body of the Republic of Kazakhstan.

**Regarding the fourth agenda item** "On conclusion of the transaction on purchase and sale of fixed assets between "Freedom Finance" JSC and "Holding Operation" LLP for the amount of 46,950,501 (forty six million nine hundred fifty thousand five hundred and one) Tenge, in which "Freedom Finance" JSC is an interested party", Metalnikov A.S. made a speech and provided detailed information set forth in the explanatory note and materials.

Having considered the submitted materials, Turlov T.R. noted that, taking into account his and S.N. Lukyanov's affiliation, only independent director of the Board of Directors Mantaeva M.B. would vote on this issue and suggested that she vote on the submitted issue.

**The members of the Board of Directors VOTED:**

Turlov T.R.	Not voting
Mantayeva M.B.	“FOR”
Lukyanov S.N.	Not voting

Having considered the issue of the agenda and presented materials, in accordance with subparagraph 21) of paragraph 12.2 of the Charter of “Freedom Finance” JSC, subparagraph 19) of paragraph 2 of Article 53 of the Law of the RK “On Joint Stock Companies” **the Board of Directors DECIDED:**

To conclude a transaction on purchase and sale of fixed assets of “Freedom Finance” JSC with “Holding Operation” LLP for the amount of 46,950,501 (forty six million nine hundred fifty thousand five hundred and one) Tenge, as a transaction in which Freedom Finance JSC is an interested party.

**Regarding the fifth agenda item** “On conclusion of the transaction of paid provision of services by influencers with Private Company Freedom Advertising Ltd. in which Freedom Finance JSC is an interested party”, Nurambekova N.O. spoke and provided detailed information set forth in the explanatory note and materials.

Having considered the submitted materials, Turlov T.R. noted that, taking into account his and S.N. Lukyanov’s affiliation, only independent director of the Board of Directors Mantaeva M.B. would vote on this issue and suggested that she vote on the submitted issue.

**The members of the Board of Directors VOTED:**

Turlov R.S.	Not voting
Mantayeva M.B.	“FOR”
Lukyanov S.N.	Not voting

Having considered the agenda item and the submitted materials, in accordance with subparagraph 21) of paragraph 12.2 of the Charter of “Freedom Finance” JSC, subparagraph 19) of paragraph 2 of Article 53 of the Law of the RK “On Joint Stock Companies”, **the Board of Directors DECIDED:**

1. To conclude the transaction of paid provision of services by influencers with Private Company Freedom Advertising Ltd. in which “Freedom Finance” JSC is an interested party;
2. Instruct Nurambekova N.O., Director of the Marketing Department of “Freedom Finance” JSC, to take measures arising from this decision.

**Regarding the sixth agenda item** “On approval of the Rules of Internal Control over the Use of Insider Information” Kizatov A.T. made a speech and presented in detail the information provided in the explanatory note and materials.

Having reviewed the presented materials, Turlov T.R. proposed the members of the Board of Directors to approve the presented Rules.

**The members of the Board of Directors VOTED:**

Turlov R.S.	“FOR”
Mantayeva M.B.	“FOR”
Lukyanov S.N.	“FOR”

Having considered the agenda item and the submitted materials, in accordance with subparagraph 15) of paragraph 12.2 of Article 12 of the Charter of “Freedom Finance” JSC, section 2 of subparagraph 7) of paragraph 1 of Article 56-1 of the Law of the RK “On Securities Market”, **the Board of Directors DECIDED:**

1. To approve the Rules of Internal Control over the Use of Insider Information to be effective from May 15, 2024 (Appendix No. 1 to these Minutes);
  2. To declare invalid the Rules of Internal Control of Access to Insider Information, the Procedure for its Disclosure and Preventing the Possibility of Misuse of Insider Information (approved by the Board of Directors on May 03, 2017, Minutes No. 03/17).
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The Chairman of the meeting Turlov T.R. reported that all the items on the Agenda have been considered and relevant decisions have been made on them, therefore, he declared the meeting closed.

**Chairman of the Board of Directors**     /s/ T. Turlov     **T. Turlov**

**Independent Director -  
Member of the Board of Directors**     /s/ M. Mantayeva     **M. Mantayeva**

**Member of the Board of Directors**     /s/ Lukyanov S.     **Lukyanov S.**

**Corporate Secretary**     /s/ Ramazanov Y.     **Ramazanov Y.**

(seal)

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**Appendix No. 1**  
**to the decision of the Board of Directors**  
**“Freedom Finance” JSC - the Sole Shareholder of**  
**“Bank Freedom Finance Kazakhstan” JSC**  
**dated May 14, 2024 (Minutes No. 05/14)**

<b>№</b>	<b>Full Name</b>	<b>Title</b>	<b>Compensation</b>	<b>Salary terms</b>
1	Smolyakov Oleg Aleksandrovich	Member of the Board of Directors – independent director of “Bank Freedom Finance Kazakhstan” JSC	[***]	Monthly
2	Zhumagulov Aidos Bolatovich	Member of the Board of Directors of “Bank Freedom Finance Kazakhstan” JSC	2 980 389 (two million nine hundred eighty thousand three hundred eighty-nine) tenge after tax deduction	Monthly

Certain portions of this exhibit (indicated by “[\*\*]”) have been omitted pursuant to Item 601(a)(6) of Regulation S-K.

**EMPLOYMENT CONTRACT № 23-533**

**THIS EMPLOYMENT CONTRACT is entered into force on 27 November 2023 (the Contract) BETWEEN:**

(1) Freedom Finance Global PLC, a private company duly registered in the Registrar of Companies of Astana Financial Services Authority and licensed under the commercial number AFSA-A-LA-2020-0019 and the identification number 200240900095, having its registered office at: Republic of Kazakhstan, Nur-Sultan, Esil district, Dostyk street, building 16, vnp. 2 (Talan Towers Offices)

(hereinafter referred to as the Company); and

(2) Full name **Yerdessov Azamat Dzhansultanovich**  
Nationality Kazakhstan  
Registration address [\*\*]

Residence address [\*\*]

Contact telephone numbers [\*\*]

Identity document, passport No. [\*\*], issued by [\*\*] on [\*\*]

IIN [\*\*]

(hereinafter referred to as the Employee).

WHEREAS:

- a) The Company has made an employment offer to the Employee.
  - b) The Employee has accepted a job offer in accordance with the terms of this Contract.
- The Parties have agreed as follows:

**1. TERMS AND DEFINITIONS**

1.1. In this Contract, unless the context requires otherwise, the following expressions shall have the following meanings:

**AIFC** means the Astana International Financial Centre, the area within the City of Astana determined by the President of the Republic of Kazakhstan as the area where the special legal regime in the financial sphere established by the Constitutional Statute of the Republic of Kazakhstan “On the Astana International Financial Centre” as of December 7, 2015 applies.

**AFSA** means Astana Financial Services Authority, an independent regulator of the Astana International Financial Centre;

**Commencement Date** means employment relations commencing date - 27.11.2023;

**AIFC Employment Regulations** mean the Employment Regulations of AIFC, adopted by the Governor under Article 4 of the Constitutional Statute and subparagraph 3) of paragraph 9 of the Management Council Resolution on AIFC Bodies on December 20, 2017 as amended;

**Registrar of Companies** means the Registrar of Companies of Astana Financial Services Regulator;

**Parties** means the Parties to this Contract, and the expression Party means any of the Parties;

**Kazakhstan** means the Republic of Kazakhstan;

**Year** means the 12-month period by the Gregorian calendar beginning on January 1 and ending on December 31;

**Group of Persons** means the Company, its customers, founders, other employees of the Company, except for the Employee, contractual counterparties, other persons associated with the Company, including related and affiliated legal entities and individuals.

1.2. In this Contract, unless otherwise stated, reference to:

- a) "includes" and "including" means included but not limited to;
- b) "text", "paragraphs", "unnumbered paragraphs" or "graphs" mean the texts, articles and paragraphs of the Contract;
- c) words used in singular include plural and vice versa, and words using the word "gender" include any gender; and
- d) time of the day, unless otherwise stated, is a reference to time in Nur-Sultan, the Republic of Kazakhstan.

## **2. CONTRACT TERM**

2.1. The Company hires the Employee as a Advisor to the President for a period of 1 year in accordance with the terms and conditions of this Contract to perform the functions specified in the job description of the Employee. Upon the expiration of this Contract, if neither Party has stated its willingness to extend the Contract for a specified period, no later than 7 calendar days before the expiration of the Contract, the Contract shall be deemed extended for an indefinite period.

2.2. The Employee shall come into office from the date of the Contract conclusion and continues to work until it is terminated or extended in accordance with this Contract.

## **3. TIMETABLES AND SCHEDULES**

3.1. Timetables and schedules are part of the current provisions of this Contract, and references to this Contract should contain references to timetables and schedules, unless the context requires otherwise.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **4.1. The Employee shall be obliged to:**

1) provide the Company with the following documents for the conclusion of the Contract:

- Identity card or passport;
- residence permit of a foreigner in the Republic of Kazakhstan or stateless person certificate (for foreigners and stateless persons permanently residing in the territory of the Republic of Kazakhstan) or refugee identity card;
- a certificate of education, qualifications, the availability of special skills or professional training when concluding an Employment Contract for a job requiring relevant expertise, knowledge and skills;
- proof of professional experience, (for experienced workers);
- other documents at the request of the Company.

2) perform employment duties in accordance with agreements, this Contract, Collective Employment Contract (if any), acts of the Company;

3) accept workplace discipline, namely, to observe and properly fulfill the obligations established by this Contract, Job Descriptions and internal documents of the Company;

4) comply with the requirements of occupational safety and health, fire safety and occupational sanitation at the workplace;

5) take reasonable care of the Company's property and use any equipment necessary and (or) transferred to for the performance of official duties for intended purpose. The Employee is obliged to compensate the damage caused by the violation of this obligation, in the amount of real loss;

6) inform the Company of a situation that constitutes a threat to the life and health of people, the safety of the property of the Company and employees, as well as the occurrence of downtime;

7) The Employee shall admit that any deliberate non-compliance or gross violation of the requirements provided for in this Contract, as well as permanent or single violations that cause losses and harm to the business or property of the Company, may lead to the use of disciplinary actions against the Employee by the Company or termination of employment;

8) not to disclose information constituting official, commercial, other legally protected secret, which became known to him in connection with the performance of employment duties;

9) after completion of professional training, retraining and professional improvement at the expense of the Company, to work in the Company for the period agreed in the training agreement. In the event of the Contract termination before the term established by the training agreement, at the initiative of the Employee or at the initiative

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of the Company due to the fault of the Employee, the Employee shall reimburse the Company for the costs associated with its training, in proportion to the unfinished working time;

10) in case of any change in the personal data, no later than 10 (ten) working days from the date of their change, notify the Company in writing. In case of a change of surname, the Employee is obliged to provide the Company with documents for a new surname (identity card, etc.) and a document confirming the reasons for the change of surname (marriage certificate, certificate of surname change, certificate of divorce, etc.);

11) immediately inform the Company or the organizer of the work about each workplace injury and other personal injuries of the employees, signs of occupational disease (poisoning), as well as about a situation that poses a threat to life and health of people;

12) inform the Company of the disablement diagnosis or other deterioration of health that impedes the continuation of employment duties;

13) comply with the requirements of the government labor inspector, occupational safety inspector, internal control specialists and the medical and health precautions prescribed by medical institutions;

14) undergo training, briefing and testing of knowledge on occupational health and safety in the manner determined by the Company;

15) perform other duties stipulated by the internal documents of the Company.

**4.2. The Employee has the right:**

1) to enter into, amend, supplement and terminate this Contract pursuant to the procedure established by the Contract;

2) to require the Company to fulfill the terms of this Contract;

3) to safe and healthy working conditions, as defined by this Contract;

4) to obtain complete and adequate information about the state of working conditions and occupational safety;

5) to protect their rights and legitimate interests by all means unless prohibited by law;

6) to timely and full payment of wages in accordance with the terms of the Contract;

7) to vacation, including paid annual leave;

8) to compensation for harm caused to health in connection with the performance of employment duties;

9) to compulsory social insurance;

10) to accident insurance in the performance of employment (official) duties;

11) to guarantees and compensatory payments provided for by this Contract;

12) to equal payment for equal work on a non-discriminatory basis;

13) for providing with means of personal and collective safety equipment;

14) for ensuring the protection of personal data stored in the Company;

15) to a workplace equipped in accordance with the occupational health and safety requirements;

16) for providing with sanitary and amenity facilities, personal and collective safety equipment in accordance with the occupational health and safety requirements;

17) to refuse to perform the work if the Company does not provide the Employee with personal and (or) collective safety equipment and in the event of a situation that poses a threat to his health or life, with written notification of this to the immediate supervisor or the Company;

18) for education and professional training necessary for the safe performance of employment duties, in the manner prescribed by the legislation of the Republic of Kazakhstan;

19) to obtain an adequate information from the Company about the characteristics of the workplace and the Company's territory, the occupational health and safety conditions, the existing risk of injury to health, as well as measures to protect it from the influence of dangerous and (or) harmful operational factors;

**4.3. The Company shall be obliged to:**

1) conclude a Contract with the Employee upon entry into employment;

2) provide the Employee with the work stipulated by the Contract;

3) acquaint the Employee with the Internal Labour Rules And Regulations in the Company, other acts of the Company that are directly related to the work (employment function) of the Employee, and the Collective Contract (if any);

4) provide the Employee with normal conditions;

5) provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of employment duties at its own expense;

6) pay the Employee wages and other payments provided for by this Contract on time and in full;

7) carry out internal control of occupational health and safety;

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- 8) suspend the work if its continuation poses a threat to the life and health of the Employee and other persons;
- 9) carry out compulsory social insurance of the Employee and make contributions for compulsory medical insurance;
- 10) insure the Employee against accidents while in the performance of employment (official) duties;
- 11) provide the Employee with paid annual leave;
- 12) to warn the Employee about harmful and (or) dangerous working conditions and the possibility of occupational disease;
- 13) take measures to prevent risks at workplaces and in engineering processes, carry out preventive work taking into account production and scientific-technological progress;
- 14) maintain records of the working time, including overtime work, in harmful and (or) dangerous working conditions, in heavy work performed by the Employee;
- 15) compensate the harm caused to the life and health of the employee in the performance of his employment (official) duties;
- 16) require, upon entry into employment, the documents necessary for concluding the Contract;
- 17) collect, process and protect the personal data of the Employee in accordance with the AIFC legislation on personal data and their protection.

**4.4. The Company shall have the right:**

- 1) to freedom of choice upon entry into employment;
- 2) to amend, supplement, terminate the Contract with the Employee in the manner provided for by this Contract;
- 3) within the limits of its powers to issue acts of the Company, including orders, instructions, regulations, labour regulations and other internal documents;
- 4) to require the Employee to fulfill the terms of the Contract, the Collective Employment Contract (if any), the labor regulations and other acts of the Company;
- 5) to encourage employees, impose disciplinary sanctions, hold employees financially liable;
- 6) for compensation for harm caused to the Employee in the performance of employment duties;
- 7) to establish a probation period for the Employee;
- 8) to reimburse its costs associated with training the Employee in educational institutions in the direction of the Company, in accordance with the agreement on education (Training Agreement);
- 9) to discharge from employment and bring the Employee to disciplinary liability in case of violation of occupational health and safety requirements;
- 10) enjoy other rights provided by the current AIFC legislation.

**5. LABOUR ROUTINE**

5.1. The working hours, rest time, work schedule and break time for the Employee shall be set as follows: a normal working day lasts from 09.00 to 18.00 with a break from 13.00 to 14.00 for rest and meals. In agreement with the Company - a different work time schedule may be set for the Employee according to work schedules approved by the Company.

**6. PROBATION PERIOD**

6.1. Employment of the Employee will be on probation for three months from the date of commencement of work. An Employee may be dismissed at any time during this probation period without giving any reason on the basis of a notice one week before the date of dismissal.

**7. EMPLOYMENT PLACE**

7.1. The Employee's place of employment will be in the city of Almaty.

**8. WAGES AND ALLOWANCES**

8.1. The rate of the monthly wage is indicated by the parties in the Annex No. 1 hereto.

8.2. Wages shall be paid to the Employee by the 5th (fifth) day of the month following completed month of service. If the payroll day coincides with weekends or holidays, payment shall be made the day before. The Company has the right to pay wages to the Employee earlier than the specified date, including by dividing the total amount of wages

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into several parts paid on different days, but no later than the deadline set by the Contract, based on the applications of the Employee.

8.3. The method and place of payment of wages and other payments to the Employee are determined by the Employer. By decision of the Employer, payments to the Employee may be made in cash or by transferring money to the Employee's account in a bank (card or other account).

8.4. For work on weekends and/or holidays, the Employee, at his discretion, is given another day of rest or payment is made at a time-and-a-half rate, based on the daily (hourly) rate of the Employee.

8.5. To strengthen the interest of the Employee in improving the efficiency of production and the quality of work performed, the Company has the right to introduce bonus systems and other forms of labour stimulation, and also has the right, at its discretion, to pay the Employee lump sum incentive payments in accordance with the procedure and under the terms provided for by the acts of the Employer.

8.6. Upon termination of the Contract, payment of the amounts due to the Employee shall be made no later than 14 calendar days after its termination.

8.7. The Party to the Contract that has stated its willingness to terminate the Contract by agreement of the Parties shall send a written notice to the other Party. The Party that received such notice is obliged to inform the other Party of the decision made within 3 (three) working days in writing. The date of termination of the Contract by agreement of the Parties shall be determined by agreement between the Employer and the Employer in accordance with the current AIFC legislation.

#### **9. BENEFITS AND COMPENSATIONS. SOCIAL ALLOWANCES**

9.1. By an additional agreement of the Parties, when the Employee uses personal property in the interests of the Company and with his consent, the Company makes a compensatory payment for the use, depreciation (amortization) of the tools, personal vehicle, other technical means and the costs of their operation.

9.2. The Company shall make compensatory payments due to the loss of work in the amount of the average monthly wage in the following cases: 1) upon termination of the Contract at the initiative of the Company in the event of winding-up of the Company as a legal entity; 2) upon termination of the Contract at the initiative of the Company in the event of a downsizing in the number or staff of employees; 3) upon termination of the Contract at the initiative of the Employee in the event of failure by the Company to fulfill the conditions of the Employment Contract.

#### **10. ANNUAL AND ADDITIONAL LEAVE ENTITLEMENT**

10.1. The Employee has the right to 28 calendar days of annual leave every year, in addition to the national holidays of the Republic of Kazakhstan, declared as public holidays. Additionally, the Employee has the right to 2 days of paid time-off if he has used 28 guaranteed days of leave.

10.2. Annual leave is provided according to the vacation schedule. The Employee shall notify the Employer of his intention to go on leave no later than 10 (ten) working days before the date of leave; the Company shall pay the leave payment no later than 5 (five) working days before the start of the leave.

10.3. An annual leave may be interrupted by the Employer only with the written consent of the Employee. Refusal of the Employee from the offer of the Employer is not a violation of labour discipline.

10.4. Unused part of paid annual leave by agreement of the Parties to the Contract is granted during the current year or in the following working years at any time, and a part of unused paid annual leave in connection with the recalling is added to paid annual leave for the next working years.

10.5. The Company has the right to establish certain days of leave for the Employee, having previously sent the appropriate written notice to the Employer at least 15 working days in advance.

10.6. Upon application, the Employee may be granted an unpaid leave for the duration determined by agreement of the Parties.

10.7. Upon termination of this Contract, the Employee has the right to receive a leave compensation amount.

10.8. Based on a written application from the Employee, the Company shall provide the Employee with a leave without pay for up to 5 (five) calendar days when:  
marriage registration of the Employee;  
birth of the child of the Employee;

10.9. Paid annual leave shall be transferred in whole or in part in cases of temporary incapacity of the Employee for work.

10.10. The Employer shall provide the Employee with a job-protected maternity leave for a period of at least 12 months.

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10.11. Based on a written application from an Employee, the Company shall provide additional paid annual leave:

- 1) To the first and second-degree disabled people with a duration of at least six calendar days.
- 2) To other categories of employees where the duration of the additional annual leave is established by the laws of the Republic of Kazakhstan.

#### **11. SICKNESS BENEFIT**

11.1 The Employee has the right to receive sickness and temporary disability benefits in accordance with the Employee's Employment Contract. The basis for the payment of sickness and temporary disability benefits shall be the sheets of temporary disability issued and executed in the manner determined by the authorized body of the Republic of Kazakhstan on health care.

11.2. Sickness and temporary disability benefits are paid to employees from the first day of disability until the day of vocational rehabilitation or until disability is established in accordance with the legislation of the Republic of Kazakhstan for the working days when the Employee is absent from the workplace.

11.3. Sickness and temporary disability benefits shall not be paid:

- 1) to an employee whose temporary disability has occurred as a result of workplace injuries, sustained in the commission of a criminal offense, in the event of the determination of guilt by a court decision that has entered into legal force;
- 2) during the compulsory medical treatment of an employee on the basis of a court determination (except for the mentally disabled);
- 3) during the time the employee is under arrest and during the forensic medical investigation in the event that his guilt has been determined by a court verdict or decision that has entered into legal force;
- 4) in case of temporary disability of the employee from diseases or workplace injuries resulting from the use of alcohol, narcotic drugs, psychotropic substances, their analogues and precursors;
- 5) for days of disease and temporary disability which fall on paid annual leave;
- 6) for days of temporary disability which fall on leave without pay;

11.4. The amounts of sickness and temporary disability benefits shall be determined by the Government of the Republic of Kazakhstan, the procedure for the appointment and payment - by the authorized state body on labour.

11.5. If the Employee is on sick leave continuously for more than 60 days during any 12-month period, the Company has the right to immediately terminate the Employment Contract with the Employee by notifying the Employee in writing.

11.6 The Company may, at all reasonable times during disease, require the Employee to undergo a medical examination at the expense of the Company by a medical practitioner appointed by the Company with the mandatory provision of the relevant documents. A copy of any medical report prepared by such medical practitioner should be available to the Employee.

#### **12. CONFLICT OF INTERESTS**

12.1. An Employee shall not, during [his/her] employment without the prior written consent of the Company, engage in or be interested in, launch or show interest in any activity or profession that is fully or partially similar to the activities of the Company.

12.2. An Employee has no the right to receive directly or indirectly any discount, commission, gift or compensation for his work or assistance from suppliers, partners, other organizations without the prior written consent of the Company.

12.3. The Employee acknowledges and agrees that any violation of paragraphs 9.1 and/or 9.2 shall be the reason for dismissal without notice and/or payment instead of notice.

#### **13. COMPANY POLICIES AND RULES**

13.1. The Employee shall undertake to comply with the Company's rules, policies, regulations, instructions and other internal documents of the Company in relation to employment, which may be further amended, revised at the discretion of the Company.

13.2. The Employee shall always comply with additional duties and obligations, which may be changed by the Company from time to time at its own discretion in writing by sending a Notice to the Employee. Failure to comply with these paragraphs is a violation of this Contract, and may be the reason for termination of the Contract without notice or payment instead of notice.

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#### **14. INTELLECTUAL PROPERTY**

14.1. The Employee undertakes to immediately disclose to the Company all inventions, discoveries, ideas, innovations, developments, improvements and all processes related to the operations or business of the Company that were created or conceived by the Employee alone or together with others during the term of this Contract, regardless of whether they were drafted or conceived during or outside normal working hours, and all this is the exclusive property of the Company.

14.2. At the Company's request made during or after the dismissal of the Employee, the Employee agrees to execute all the documents necessary for filing applications for a trademark, patent or any other registration, both in the Republic of Kazakhstan and in a foreign country, as indicated in paragraph 14.1 above.

14.3. The Employee agrees not to make claims against the Company on the issues mentioned in paragraphs 14.1 and 14.2 above.

14.4. Section 14 shall remain in force after the termination of this Contract and the termination of employment relations with the Employee.

#### **15. CONFIDENTIALITY AND NON-DISCLOSURE**

15.1. The Employer's confidential information is any information constituting commercial, financial, official secrets, undisclosed information, secrets and production technology, results of intellectual activity and items of intellectual property and copyright, any information about partners, information about the management structure of the Company, tax planning and tax optimization methods, other protected information of any member of the Group of Persons (as defined). Confidential information includes, but is not limited to, information about the personality, as well as financial, commercial and other activities of any member of the Group of Persons, information about the official duties of the Employee, the amount of his salary and remuneration, personal data of employees of the Group of Persons, as well as any other information, defined by the Company as confidential and the disclosure of which may be considered by the Company as an activity that damages the Company (or) its customers, partners, or related to commercial transactions and other activities of the Company and (or) its customers, including documents prepared by the Employee in the course of his employment activities (Documentation) shall be intended for use only by the Company and shall be its exclusive property.

15.2. Neither the Company nor members of the Group of Persons are required to indicate the information specified in paragraph 15.1 as Confidential Information so that it is qualified as such.

15.3. Documentation is any records, staff reports, information, data, items of intellectual property and copyright, electronic media, movies, photographs, plans, drawings, product samples, in any design and in any form (paper, electronic, other) related to any member of the Group of Persons, including, but not limited to, related to their activities, production products, technological processes, software and software codes, information about customers and their brokerage accounts/investment portfolios, commercial transactions and other matters prepared by any person (including but not limited to the Employee). The documentation is the exclusive property of the Company, unless it is the property of another member of the Group of Persons.

15.4. The use of Confidential Information includes: any use, practical use, study, disclosure, transfer, publication of Confidential Information (any part of it) by an Employee, providing by the Employee to the persons other than the relevant copyright holder with an access to the Confidential Information (to any part of it), using for personal advantage, other actions and inaction on the part of the Employee, which may lead to a violation of the legitimate interests of any member of the Group of Persons in relation to Confidential Information.

15.5. The Employee shall be obliged to keep Confidential Information secret and cannot use the Confidential Information in any way, except for the cases: for official use in the interests of the Company and when the disclosure of Confidential Information is mandatory for the Employee at the request of authorized state bodies. The Employee shall immediately notify the Company of the need for disclosure and any disclosure of Confidential Information.

15.6. The Employee shall be prohibited from taking the Documentation outside the office of the Company and using Confidential Information, including sending it by e-mail and copying it to any media, using fax, etc. or otherwise allow its disclosure and (or) distribution without the appropriate permission of the Company.

15.7. In the event of termination of the Contract and the employment relations for any reason, the Employee shall immediately and without delay within 2 (two) days deliver (provide) to the Employer all the Documentation and other property owned by the Company, its affiliates, which is at the disposal of the Employee or under his control, and he shall not keep copies of these documents.

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15.8. Article 15 shall remain in force for 10 years after the termination of this Contract.

#### **16. RESTRICTIVE CONDITIONS**

16.1. The Employee and the Company shall agree that, subject to the above facts and circumstances, the restrictive conditions in paragraphs 14 and 15 are reasonable and necessary to protect the Company and its related business, and that, given these circumstances, these Agreements are fair and reasonable, and the Employee refuses from all protective measures for their application.

16.2. The Company and the Employee shall agree that the conditions of paragraphs 14 and 15 will continue to apply regardless of the method or reasons for the Employee's work discontinuation and regardless of whether the Employee's employment was terminated with or without notice.

#### **17. BUSINESS TRIPS AND TRANSFERS**

17.1. The Employee shall agree that he may sometimes be sent on a business trip to other regions of the Republic of Kazakhstan and beyond its limits in the interests of the Employer for the performance of duties arising from this Contract.

17.2. In the event that the Employee is sent on a business trip to another locality, the Company shall compensate the Employee in accordance with the internal regulatory documents of the Company:

- 1) daily subsistence allowance (per diems) for calendar days on a business trip, including travel time;
- 2) the cost of travel to the destination and back;
- 3) accommodation costs;
- 4) other expenses, as agreed by the Parties.

#### **18. CONTRACT EXPIRATION AND TERMINATION**

18.1. This Contract may be terminated in the manner on the following grounds:

- 1) by agreement of the Parties;
- 2) in connection with the expiration of the Contract;
- 3) at the initiative of the Employer;
- 4) in connection with the transfer of the Employee to another employer;
- 5) at the initiative of the Employee;
- 6) when circumstances arise that are not dependent on the will of the Parties;
- 7) in case of refusal of the Employee to continue the employment relations;
- 8) in case of violation of the conditions for concluding the Contract.

18.2. the Company may terminate the employment relations stipulated in this Employment Contract with an immediate effect in the following cases:

- 1) for the reason that the Employee has committed a violation that constitutes grounds for dismissal in accordance with the provisions of Article 57 (1) of the AIFC Labour Rules; or
- 2) if the Employee has violated any of the conditions and provisions of this Contract, and the Employee could not eliminate this violation within 60 days after the Employee received a written notice from the Company indicating the violation; or
- 3) The Employee is on a probation period referred to in paragraph 4;

18.3. Upon dismissal from work under this Contract, the Employee shall:

- 1) cooperate in the revocation of his employment visa for work in the Republic of Kazakhstan;
- 2) transfer to the Company all documents produced, compiled or acquired by [him/her] that are in [his/her] possession, storage, maintaining or control as a direct result of [his/her] employment, including (but not limited to) business cards, credit and payment cards, security and computer permits, or other data storage media related to the business or affairs of the Company;

18.4. Termination of the Contract shall be executed by the act of the Employer, which indicates the basis for termination of the Contract. A copy of the Employer's act of termination of the Contract is handed to the Employee or sent to him by letter with a notice within three days.

18.5. The date of termination of the Contract shall be the last day of work, with the exception of cases of violation of the AIFC Rules and internal regulations of the Company. On the day of termination of the Contract, the Company shall be obliged to issue a document confirming the Employee's employment.

#### **19. NOTIFICATIONS**

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19.1. Any notification submitted under this Contract shall be in writing. Notifications may be sent by any Party by personal delivery, by mail or by fax, addressed to the other Party (in the case of the Company), to its registered office at the present time and in the case of the last known addressee of [his / her] Employee. Any such notification sent by letter or facsimile shall be deemed delivered in proper time when the notification was delivered in person or transferred, and if sent by mail - transmitted to the postal company.

## 20. FULL AGREEMENT

20.1. This Contract shall supersede all previous agreements and arrangements (if any) between the Company and the Employee regarding [his/her] work in the Company, which are terminated by mutual agreement, and the Employee shall agree that [he/she] has no claims at all against the Company regarding such termination.

## 21. AMENDMENTS

21.1. No changes and amendments to this Contract shall enter into force unless such changes and amendments are made in writing and signed by or on behalf of both Parties. The exception is changes that are aimed at improving the conditions for the Employee - in this case, the Company shall send a notification to the Employer of such changes, the signing of an additional agreement is not required.

## 22. LAWS

22.1. If it is determined that in the course of any court proceedings any part of this Contract is void or legally invalid, it will be considered separated from the rest of this Contract for the purposes of only a specific proceedings. This Contract will be valid in all other respects.

22.2. If any provision or part of any provision of this Contract for any reason is or becomes void or legally invalid, this will not affect the validity of this provision or any remaining provisions of this Contract in this or any other jurisdiction, and this provision can be separable. And if any provision is deemed valid and effective, if part of the wording has been deleted, it should be applied with such changes as are necessary in order to make it valid and effective.

## 23. APPLICABLE LAW

23.1. This Contract shall be governed and construed in accordance with the laws, regulations and rules applicable in the Astana International Financial Centre, the legislation of the Republic of Kazakhstan in relation to taxation and mandatory contributions. The Parties hereto submit to the exclusive jurisdiction of the court of the Astana International Financial Centre.

**COMPANY:**  
**PUBLIC COMPANY FREEDOM FINANCE GLOBAL PLC**

**Legal address:**  
**Republic of Kazakhstan, Astana, Esil district, Dostyk Street, building 16, vnp. 2**  
**(Talan Towers Offices)**  
**BIN 200240900095**

**Bank details:**  
**NO. KZ78551A125000182KZT**  
**JSC "Freedom Finance Bank Kazakhstan" JSC**  
**BIK: KSNVKZKA**  
**Kbe 17**

**Director**  
**HR Department**

/s/ Kashkimbayeva Z. Kh.  
**Kashkimbayeva Z. Kh.**  
(signature, seal)

**EMPLOYEE:**

**Yerdessov Azamat Dzhansultanovich**

Name in full:

Last name in full:

Middle name in full:

/s/ Yerdessov Azamat Dzhansultanovich  
**Yerdessov Azamat Dzhansultanovich**  
(signature)

1 The Company shall establish the following salary for the Employee:

The Employee's monthly official salary is **1,500,000 (One million five hundred thousand) tenge** (excluding contributions to compulsory social health insurance, mandatory pension contributions to the Accumulated Pension Fund, individual income tax and other obligatory payments to the budget at the rates and in the manner determined by the legislation of the Republic of Kazakhstan).

**COMPANY:**  
**PUBLIC COMPANY FREEDOM FINANCE GLOBAL PLC**

**EMPLOYEE:**  
**YERDESSOV A.D.**

**Director**  
**HR Department**

/s/ Kashkimbayeva Z. Kh.  
**Kashkimbayeva Z. Kh.**  
(signature, seal)

/s/ Yerdessov Azamat Dzhansultanovich  
**Yerdessov Azamat Dzhansultanovich**  
(signature)

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**Obligation of confidentiality**

I, **Yerdessov Azamat Dzhansultanovich**, undertake to:

1. During the period of employment, not disclose confidential information determined by the internal documents of Freedom Finance Global PLC, which will be entrusted or become known to me in the course of performing my job duties, as well as within three years from the date of expiration (termination) of the labor contract with Freedom Finance Global PLC.
2. Without the consent of Freedom Finance Global PLC, not provide to third parties and not make publicly known the information classified as confidential, except for the cases when the provision of this information is part of the employee's job duties, is provided for by an agreement between this person and Freedom Finance Global PLC, or is permitted according to the procedure determined by the internal regulatory documents of the Company.
3. In case of an attempt by unauthorized persons to obtain confidential information, immediately inform the management of Freedom Finance Global PLC and the Security Unit ("SU").
4. Keep trade secrets of persons and organizations, with which Freedom Finance Global PLC has business relations.
5. Not disclose personal data of the clients of Freedom Finance Global PLC in an illegal way.
6. Not use the knowledge of confidential information to carry out any activities that may cause damage to Freedom Finance Global PLC and/or its customers or counterparties as a competitive activity.
7. Not provide anyone with confidential information of Freedom Finance Global PLC in oral or written form.
8. Immediately inform the management of Freedom Finance Global PLC and the SU of the loss or shortage of media containing confidential information, certificates, passes, keys to the rooms, storages, safe boxes (metal cabinet), seals, stamps, as well as other events that may lead to the disclosure of confidential information, and of the causes and conditions of possible leakage of such information.
9. Comply with the requirements of internal regulatory and administrative documents of Freedom Finance Global PLC concerning ensuring the safety of confidential information that are related to me.
10. In case of termination of the employment relationship, ensure that all media containing confidential information that were at my disposal in connection with the performance of my official duties are transferred to the authorized employees of Freedom Finance Global PLC.
11. Not disclose confidential information or use it for own benefit or the benefit of third parties in case of termination of labor relations.
12. Not disclose or use for own benefit or the benefit of third parties confidential information obtained by me in the course of my work for Freedom Finance Global PLC within 3 (three) years from the date of dismissal.

I acknowledge that personal computers (stationary and laptops), tablet devices, mobile phones, other technical devices allowing to access the Internet, as well as personal corporate email addresses created by the employer for employees, provided to me for the performance of job duties, shall be used only for receiving and transmitting work-related information. I further agree that the use of the above means for personal purposes is not allowed.

I acknowledge and I am aware that the employer has the right to access information about the web pages I have viewed on the Internet, as well as the content of messages (emails) sent and received via e-mail with the use of corporate resources of Freedom Finance Global PLC. This right can be exercised in order to control the reasonableness of using the Internet, compliance of these actions with the business needs; compliance by the employee with the ethical standards adopted in Freedom Finance Global PLC when communicating with counterparties, the absence of confidential information in the messages sent, etc.

I am aware that violation of these provisions may entail disciplinary, criminal, administrative, civil or other liability provided for by the applicable laws of the republic of Kazakhstan in the form of a disciplinary penalty, an obligation to reimburse Freedom Finance Global PLC for damage incurred (losses, lost profit and moral damage), and other remedial actions provided for by the laws of the Republic of Kazakhstan.

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**COMPANY:**  
**PUBLIC COMPANY FREEDOM FINANCE GLOBAL PLC**

**Director**  
**HR Department**

/s/ Kashkimbayeva Z. Kh.  
**Kashkimbayeva Z. Kh.**  
(signature, seal)

**INSTRUCTED EMPLOYEE:**

/Yerdessov Azamat Dzhansultanovich/

/s/ Yerdessov Azamat Dzhansultanovich  
**Yerdessov Azamat Dzhansultanovich**  
(signature)

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**PERSONAL TRANSACTIONS TERMS**

1. These Personal Transactions Terms (hereinafter referred to as the Terms) set out the terms and conditions for the Personal Transactions (as defined below) and constitute a written notice to the Employer, for the purposes of Clause 7.5.1(a)(i) of the AIFC Conduct of Business Rules.
2. A personal transaction is an investment transaction concluded on behalf of an individual, if at least one of the following criteria is met:
  - (a) an individual acts outside the scope of the activities that it carried out in that capacity;
  - (b) The transaction is concluded on the account of any of the following persons:
    - (i) an individual;
    - (ii) a spouse or civil partner of that individual, or any partner of that individual considered by the national law to be equivalent to the spouse;
    - (iii) a dependent child, a stepson or stepdaughter of this individual;
    - (iv) any other relative of that individual who has lived in the same dwelling with that individual for at least one year as of the date of the relevant personal transaction;
    - (v) any person with whom the individual has close ties;
    - (vi) a person whose relationship with that individual is such that the individual has a direct or indirect material interest in outcome of the transaction other than a fee or commission for the transaction.
3. The Employer, hereby, gives its consent to the Employee to make Personal Transactions in compliance with these Terms, and only if the Personal Transaction does not lead to the Company's violation of its obligations to customers.
4. In relation to making Personal Transactions, the Employee, hereby, undertakes to:
  - (a) be prudent and avoid personal investments that may jeopardize the Employer's reputation and/or create a conflict of interest;
  - (b) comply with the provisions of the Rules for making personal transactions/ transactions by the Employer's employees, other internal regulatory documents of the Employer, as well as the restrictions established by the Employer, including with regard to managing conflicts of interest, making transactions with financial instruments in violation of the requirements of the applicable law (including those recognized as market manipulation or transactions made with illegal use of insider information, material non-public information, as well as other information protected by the applicable law); and
  - (c) provide information on brokerage accounts used for personal transactions, at the request of the Employer, and in cases established by the internal regulatory documents of the Employer.
5. These Terms are an integral part of the Employment Contract between the Employee and the Employer.

**COMPANY:**  
**PUBLIC COMPANY FREEDOM FINANCE GLOBAL PLC**

**EMPLOYEE:**  
**YERDESSOV A.D.**

**Director**  
**HR Department**

/s/ Kashkimbayeva Z. Kh.  
**Kashkimbayeva Z. Kh.**  
(signature, seal)

/s/ Yerdessov A. D.  
**Yerdessov A. D.**  
(signature)

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Annex No.4  
to Employment Contract № 23-533  
dated November 27, 2023

Addendum to the Corporate Ethics Code  
Approved by the Board of Directors of  
“Freedom Finance Global PLC”  
Minutes of Meeting dated  
July 27th, 2021

**OBLIGATION**  
to accept and to observe the Corporate Ethics Code of “Freedom Finance Global PLC”

I, **Yerdessov Azamat Dzhansultanovich, Advisor to President**,  
having been familiarized with the Corporate Ethics Code of “Freedom Finance Global PLC” (hereinafter referred to as the Code), with the policy, the principles and the values  
of “Freedom Finance Global PLC” that relate to the corporate ethics and conduct, I expressly agree to the norms established by the Code and I undertake to observe and to  
conform with the Code in my job performance.

I take personal responsibility for violation of the Code and I undertake to observe the Code in every possible aspect.

**COMPANY:**  
**PUBLIC COMPANY FREEDOM FINANCE GLOBAL PLC**  
**/DIRECTOR, HR DEPARTMENT/**

**EMPLOYEE:**

**Full name of the employee: Yerdessov Azamat Dzhansultanovich**

/s/ Kashkimbayeva Z. Kh.  
**Kashkimbayeva Z. Kh.**  
(signature, seal)

/s/ Yerdessov Azamat Dzhansultanovich  
**Yerdessov Azamat Dzhansultanovich**  
(employee signature)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Timur Turlov, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Freedom Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2024

/s/ Timur Turlov

Timur Turlov  
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Evgeniy Ler, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Freedom Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

- a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
- b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
- c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
- d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

- a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2024

/s/ Evgeniy Ler

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/s/ Evgeniy Ler  
Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT BY  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this quarterly report of Freedom Holding Corp. (the "Company") on Form 10-Q for the period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned Timur Turlov, Chief Executive Officer of the Company and Evgeniy Ler, Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: August 9, 2024

/s/ Timur Turlov

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Timur Turlov  
Chief Executive Officer

Date: August 9, 2024

/s/ Evgeniy Ler

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Evgeniy Ler  
Chief Financial Officer