

Pre-Contractual Information and Declarations

We are Raison Securities Limited, a private company incorporated in the Astana International Financial Centre (business identification number 230140900126) with its registered address at 55/20 Mangilik El Avenue, Block C4.1., office 141, floor 1, Astana, Z05T3F5, the Republic of Kazakhstan ("we", "us", "our" or "Raison"). 100% of Raison's shares are owned by Raison FinTechnologies, Inc., with the address at 2055 Limestone Rd STE 200-C, Wilmington, in the County of New Castle, Delaware, the USA.

Raison is regulated by the Astana Financial Services Authority and authorised to conduct the following Regulated Activities: *Dealing in Investment as Principal on a matched principal basis, Dealing in Investments as Agent, Advising on Investments and Arranging Deals in Investments with a scope of authorisation restricted to the specified Financial Products such as Shares, Debentures, Structured products, Units in a Collective Investment Scheme.*

This pre-contractual information and declarations document ("Pre-Contractual Information and Declarations") is an overview of the essential terms of our service. Before using our Services, you should read the full version of the Raison Terms of Brokerage (Agency) Service ("Brokerage Agreement") available [here](#). By accessing the Raison App you agree to be bound by the Brokerage Agreement. After concluding the agreement, you will receive a copy of the Agreement from us via email that you signed up with. If you do not agree to the Brokerage Agreement, you must not use the Services available via the Raison App for any purpose whatsoever.

Language

In case we translate and make available this Pre-Contractual Information and Declarations, Brokerage Agreement and Order Handling and Best Execution Policy or any other document in a language other than English, all other documents and information related to our Services can still be provided to you in English and we will communicate to you in English.

Governing law and jurisdiction

Your Brokerage Agreement and any non-contractual obligations arising out of or in connection with them, and all transactions will be governed by and construed in accordance with the Acting Law of the AIFC.

The AIFC Court has an exclusive jurisdiction to settle any dispute arising in connection with the Brokerage Agreement.

Services

Raison provides execution-only order transmission services via the Raison App and safekeeping services via third-party providers for the financial instruments that are made available via the Raison App.

To submit orders, you first need to conclude the Brokerage Agreement. After concluding the agreement, you will receive a copy of the Agreement from us via email that you signed up with.

The financial instruments available via the Raison App for which you may submit orders are Shares, Debentures, Warrants, Certificates, Rights to or interests in Investments, and Units in Collective Investment Schemes.

As a rule, we shall hold your financial instruments along with the financial instruments of other clients with custodians in a security account intended for shared safekeeping of securities opened in the name of Raison.

More detailed information on how your orders are executed is provided in our Order Handling and Best Execution Policy, available [here](#).

Under the Brokerage Agreement, we provide an execution-only (no advice) service with respect to your orders. If you want to receive our recommendations on investment strategies with a view as to whether a particular instrument is suitable for you, you can sign up for our Investment Advisory Services by joining the Raison Terms of Investment Advisory Service, available [here](#). Please be advised that the investment advice service provided by Raison is an additional service offered to our clients and is subject to commissions and fees, which are available [here](#).

Your Money and Investments

You, as a Client, are subject to the protection conferred by the AIFC Client Money Rules and Client Investments Rules, as a consequence: (i) your Money will be held separate from Money belonging to

Raison; and (ii) in the event of Raison's insolvency, winding up or other Distribution Event stipulated by the AIFC, your Money will be subject to the Client Money Distribution Rules. Also, your Money and financial instruments may be held in a jurisdiction outside of the AIFC and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the AIFC. If your Money and Investments are held on the account of Third Party Account Providers, Raison will not be responsible for any acts or omissions of such a third party. However, Raison will use reasonable efforts to ensure that the Third Party Account Provider maintains adequate safeguards and protections for the Client's assets. In the event of the insolvency of the Third Party Account Provider, the likely consequences for the Client may include delays in accessing their funds or investments, potential loss of funds or investments, or other consequences as determined by the insolvency proceedings. Raison will not be liable for any such consequences arising from the insolvency of the Third Party Account Provider.

As a Client of Raison, you can find information regarding the potential accrual and payment of interest on your Client Money on our website under the "Pricing" webpage. Please note that any interest earned may be subject to fees or charges. The provided rates are for informational purposes only. The accrual and payment of interest may be subject to regulatory requirements and limitations. We will notify you of any material changes or limitations that may affect these payments. We strive to maintain transparency and will keep you informed of any significant modifications to the terms, fees, and charges associated with interest.

Important declarations

By entering into the Brokerage Agreement, you are deemed to confirm that:

- you understand the English language and agree to the provision of information and documents (including key information documents and key investor information documents on Instruments) in the English language;
- you agree that we may execute orders outside of a trading venue in certain circumstances, as is permitted under the terms of the Order Handling and Best Execution Policy;
- you agree to the keeping of your Instruments in an omnibus or nominee account (i.e., a specific kind of securities account intended for shared safekeeping of securities belonging to several clients).

Fees and charges

To submit an order, you will need to have sufficient funds in your account to enable a transaction to take place and to pay any fees, charges, taxes or duties which may be incurred in the course of the relevant transaction.

Our charges and fees for the Services are available on the [website](#).

Risks

The risks related to our Services are described in a Risk Disclosure available [here](#).

You should be aware that all trading in financial instruments contains an element of risk. The value of your investments can go down as well as up, so you could get back less than you invested, or in some cases, you may lose your entire investment. Past performance also is not an indication of future performance for an Instrument.

Conflicts of interests

Raison is required to take all reasonable steps to prevent or manage conflicts of interest between us and you and between our different clients. We operate in accordance with our conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and the steps we have taken to prevent or manage conflicts of interests. The Raison Securities Conflicts of Interest Policy is available on our website [here](#). Where such arrangements would be insufficient to eliminate the risk of damage to your interests then, as a last resort, we will disclose to you the general nature and/or source of those conflicts of interest and the steps we have taken to mitigate such risks.

Amendment

Raison may add to and/or amend the Brokerage Agreement. Raison shall notify you, in writing, of any addition or amendment 14 calendar days prior to the intended date of such addition or amendment

commencement. A notice shall be provided to you by e-mail to the email address that you have provided to us. You will be deemed to accept and agree to any and all amendments to the Brokerage Agreement that have been notified to you. If you object to any of our amendments to the Brokerage Agreement, you have the right to terminate the Brokerage Agreement with immediate effect. If you have not notified us of the wish to terminate within this period of time, then the amended Brokerage Agreement will take effect from the date indicated in the Raison's notice. Any amended version of this Agreement will supersede any previous version of the Brokerage Agreement entered into between Raison and you.

Termination

The Brokerage Agreement is concluded for an unlimited term.

You may terminate the Brokerage Agreement and close your account in the Raison App at any time and for any reason by giving us notice via email at support@raison.app.

Upon termination of the Brokerage Agreement, you are required to submit orders to close any existing positions in 30 calendar days and funds will be transferred to your account and then paid out to you. You will not be able to transfer any open positions to another platform.

Limitation of liability

Raison excludes and/or limits its liability to the maximum possible extent that is permitted under the Applicable Law.

To the fullest extent permitted by the Applicable Law, the maximum aggregate liability of Raison arising out of or in any way related to the Brokerage Agreement, the access to and use of the Services and materials or any products or services purchased from Raison shall not exceed the amount you have paid to us in connection with the event giving rise to such liability or, if nothing was paid, USD 100. We will comply with the limitations on our liability, if any, imposed by the Applicable Law.

Complaints handling

If you feel dissatisfied with any aspect of our Service, then in the first instance please contact us by emailing support@raison.app. Raison will carry out an independent investigation of the Client's complaint and will provide a written response. More details on the process can be found in Raison Complaints Management Policy [here](#).