

Off-Market Repurchase Transactions for Professional Clients Only (Simplified Repurchase Terms – the "SRT")

The terms and conditions set forth below govern the execution and settlement of repurchase transactions entered into by you, the professional Client, as a Buyer, and the counterparty as a Seller, determined by the Company from time to time, (please refer to clause 2.6. to learn more about possible sellers) as defined herein below. The Company offers an electronic execution of such transactions and their full settlement via the Company's Electronic Trading Platform, where the Company is a settlement agent to both parties of such transactions. This type of transaction is well-known as REPO (further on "REPO", and/or "SRT transactions"). The Seller and the Buyer are collectively referred to as the "Parties"

By submitting a specific trading order on the Company's Electronic Trading Platform and selecting the details of the SRT transaction as described below, you, the Client, expressly confirm that you are negotiating and agreeing to the price of the Securities being offered by the counterparty, the agreement to repurchase them on a fixed future date or on demand, the REPO Rate, settlement location, and other related REPO terms set forth below.

For the avoidance of doubt, each SRT transaction shall constitute, from a legal perspective, a true sale of the underlying securities and shall give rise to corresponding obligations for both Parties under this Appendix.

By entering into SRT transactions, the Client acknowledges and accepts the legal nature of the repurchase transaction as a binding contract and agrees to comply with all settlement obligations arising therefrom.

1. Definitions

In this Appendix, unless the context otherwise requires, the following terms shall have the following meanings:

- **"Client" or "You"** : a Company's professional Client.
- **"Effective Date"** : The date you, the Client, entered into the SRT transaction, that is reflected in the trade confirmation available on the Electronic Trading Platform and in the Client's brokerage report
- **"FRHC"** : Freedom Holding Corp. (FRHC), a public company listed on the Nasdaq stock exchange, and as such, the Company's parent company;

- **"Maturity Date"**: The date on which the second part of the SRT Transaction is due to be settled (please refer to clause 2.5).
The Maturity Date applicable to each SRP transaction entered by you, the Client, shall be reflected in the trade confirmation available on the Electronic Trading Platform and in the Client's brokerage report.
- **"Notional Amount"** : it is the total purchase price that you, the Client, pay to the Seller for the Securities on the Effective Date. The minimum limit is 1000 (EUR or USD);
- **"Repurchase Price"**: it is determined on the Effective Date, total price of Securities for the second part of the SRT transaction (please refer to clause 2.4.), and shall be fixed at the moment of submitting the Trade Order for the entire period of the SRT transaction, which the Client initially selected.
- **"REPO Rate"**: The interest rate that shall apply to the SRT transaction agreed upon by the Parties. By submitting the designated Trade Order and selecting the Maturity Date, the Client expressly agrees to the negotiated REPO Rate that will be calculated and fixed on the Effective Date;
- **"Securities"**: Any financial instruments, including but not limited to an FRHC stock, government bonds, corporate bonds, or other marketable securities, which may be used in a Transaction. The securities must be in compliance with Cyprus regulatory standards for collateral;
- **"Settlement Period"**: number of days between Effective Date and Settlement Date, both inclusive.

The rest of the terms shall have meaning as determined in the General Terms.

2. General Terms of Repurchase Transactions

2.1. Transaction Execution

Each SRT transaction is a short-term agreement in which the Seller sells Securities to you, the Client, with a commitment to repurchase them at a later date and a predetermined repurchase price under the provisions of this Appendix and the General Terms.

The Client's trading account must have a sufficient cash balance in order to submit a Trade Order and confirm the details of the SRT transaction through the Company's Electronic Trading Platform. If the account lacks sufficient funds, the Client will be unable to place a Trade Order. For each transaction, the Client shall act as the Buyer of the Securities. The Securities will be delivered to the Client until the Maturity Date, at the same time as sufficient cash is debited from the Client's account, in accordance with the submitted Trade Order.

2.2. Collateral - Security Financial Collateral Arrangement (SFCA)

The Securities purchased by you must be used as collateral to secure your performance obligation under the second leg of each SRT transaction. By entering into an SRT

transaction under this Appendix, the Client agrees that the Securities provided as collateral shall be subject to a security financial collateral arrangement (SFCA) without the right of use, in accordance with Directive 2002/47/EC. The Securities shall be blocked in the Client's non-trading account for the term of the SRT transaction and shall not be available for trading, transfer, or withdrawal. The Client acknowledges and accepts that the blocking of Securities secures the Client's performance obligations under the second leg of the SRT transaction.

2.3. Repo Rate

The REPO Rate is accepted by the Client (the Buyer) as negotiated and agreed upon by the Parties at the time the SRT transaction is entered into.

The Client has agreed that the REPO Rate is based on the SOFR (Secured Overnight Financing Rate) rate for USD and the one-week Euribor (Euro Interbank Offered Rate) rate for EUR, both available on the Effective Date of each SRT transaction (hereinafter referred to as the base rate).

There are three available REPO Rates depending on the Client's choice of the SRT transaction term and a base rate:

- I. For 1-month REPO = base rate times 1.05
- II. For 3-month REPO = base rate times 1.1
- III. For 6-month REPO = base rate times 1.25
- IV. For 12-month REPO = base rate times 1.5

If the Notional Amount is equal or more than 100,000 (EUR or USD), the above REPO Rates will be additionally multiplied by 1.1.

2.4. Settlement and Repurchase Price

The Client must ensure that sufficient funds are available in the Client's trading account at the time of submitting the relevant Trade Order. The Company shall calculate and execute the first leg of the Transaction by debiting the necessary cash amount and crediting the corresponding Securities to the Client's non-trading account.

Client explicitly accepts the Repurchase Price as a fair value for the second part of the SRT transaction, which will be calculated and accounted to the Client's trading account by the settlement Agent (the Company) on a Maturity Date or the Termination Date.

The Company's Electronic Trading Platform will automatically calculate the Repurchase Price (applicable only at the Maturity Date) at the moment when the Client submits the Trading Order to enter the REPO or when Clients submits the order to terminate existing REPO, and the Company

reflects the exact amount and currency in the trade confirmation available on the Electronic Trading Platform and in the Client's brokerage report using the following rules:

- (a) Repurchase Price = Notional Amount + (Notional Amount x REPO Rate * Settlement Period / 365) if settlement of the second part of the SRT transactions takes place on a Maturity Date
- (b) Repurchase Price = Notional Amount if settlement of the second part of the SRT transactions takes place prior to the Maturity Date due to the Client's instruction (the "Termination Date")

On a Maturity Date or on a Termination Date, without requiring any further instruction from the Client, the Company automatically settles the second part of the SRT transactions by debiting the Securities (collateral) and crediting the corresponding cash (Repurchase Price) in accordance with the agreed terms herein, in each case less any applicable taxes, fees, commissions, or other costs (including brokerage fees).

2.5. Maturity Date

The Client, by submitting the Trade Order, expressly agrees with the choice of three available REPO Maturity Dates:

- I. 1 month from the Effective Date,
- II. 3 months from the Effective Date,
- III. 6 months from the Effective Date,
- IV. 12 months from the Effective Date.

Maturity Date for each SRT transaction will be reflected in the trade confirmation accordingly with the Client's choice of the REPO Maturity Dates listed above.

2.6. Counterparties

The counterparties to the SRT transactions under this Appendix may include either Freedom Finance Europe Ltd or its Client.

2.7. Disclosure of Conflict of Interest

We are a wholly owned subsidiary of Freedom Holding Corp. (FRHC), a public company listed on the Nasdaq stock exchange, and as such, our parent company is a related party.

By entering the first REPO under the terms in this Appendix, the Client acknowledges and accepts that there may be inherent conflicts of interest when an FRHC stock represents the Securities for the SRT transaction.

2.8. Currency

All payments and settlements under this Appendix shall be made in **Euro (EUR) or US dollars (USD)**.

2.9. Settlement Date

A settlement date for each SRT transaction shall not exceed the Maturity Date. The settlement date will be specified in the trade confirmation of each SRT transaction.

2.10. Compliance with SFTR Reporting Obligations

The Company shall report each SRT transaction in accordance with the requirements of the Securities Financing Transactions Regulation (Regulation (EU) 2015/2365), including the reporting of counterparty details, collateral, and transaction-level data to a registered trade repository. The Client hereby acknowledges and consents to the reporting of such transaction details as may be required under applicable law.

2.11. Risk Disclosure

The Client confirms that it understands and accepts the risks associated with repo transactions, including:

- counterparty risk - the risk that the other party to the transaction may default, become insolvent, or otherwise fail to fulfill its contractual obligations;
- credit risk – the risk that the Seller may fail to repurchase the Securities;
- liquidity risk – the inability to exit or unwind the transaction early without potential loss;
- market risk – exposure to adverse price movements of the underlying Securities during the term of the transaction.

3. Default and Remedies

3.1 Event of Default

An event of default will be deemed to have occurred if:

- (a) A Party fails to make any payment or perform any obligation under this Appendix in accordance with the agreed terms.
- (b) Either Party becomes insolvent, files for bankruptcy, or ceases business operations in accordance with the applicable law.
- (c) The commencement of any regulatory or enforcement action that materially impairs a Party's ability to perform its obligations under this Agreement.
- (d) A Party ceases or threatens to cease carrying on its business or becomes unable to meet its obligations as they fall due.

3.2 Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party may, by written notice to the defaulting Party and Company (the settlement agent), instruct the Company to take any or all of the following actions:

(a) **Early Termination**

Terminate all outstanding REPOs under this Agreement immediately without further notice, and designate a termination date.

(b) **Close-Out and Set-Off**

Determine the amounts payable and perform a net close-out calculation. Any net amount payable shall become immediately due and payable by the relevant Party.

(c) **Legal Remedies**

Pursue any other remedies available under applicable law, including but not limited to court action for damages, specific performance, or injunctive relief.

4. No Waiver

Failure by the non-defaulting Party to exercise any remedy shall not constitute a waiver of its right to do so at a later date.

5. Limitation of Liability

Except in cases of gross negligence, wilful misconduct, or fraud, neither Party shall be liable for indirect, consequential, or punitive damages arising out of or in connection with an Event of Default.

6. Governing Law and Dispute Resolution

Applicable law and Dispute resolution rules are stipulated in the General Terms

7. Amendments

Any amendments to this Appendix can be made in the same way as amendments to General Terms.