

Power of Attorney  
Client ⇒ custodian

KNOWN TO ALL PERSONS

We [*Global Custodian name*](the “Donor”) with registered office at [*office address*], acting on behalf of various customers of ours (as notified to the Bank from time to time) do hereby appoint *Subsidiary Bank HSBC Bank Kazakhstan Joint Stock Company, 43 Dostyk Avenue, Almaty 050010, Republic of Kazakhstan* (the ‘Bank’) or any person appointed by it or authorised to sign on its behalf to be the attorney to us and our customers and in our or their name and on our or their behalf without restriction to exercise any of the following powers on behalf of the Donor from time to time:

- (1) to take any and all actions and sign any and all documents that may be necessary or desirable for opening and operating in the name of the Donor cash and securities accounts for the Donor;
- (2) on the Donor’s and the Donor’s customers’ behalf to make transfers of any amount of funds from any and all accounts of the Donor and/or the Donor’s customers to any Donor’s accounts with any financial institution as well as to exchange funds into another currency if it is required for execution of the authorities provided herein;
- (3) to execute, sign and deliver, all deeds or documents for the purchase or the sale and transfer of title of any shares or other securities, to pay and collect the price thereof;
- (4) to complete registration of sale and transfer with any official authority/ department, company whatsoever and to this effect to deal with any broker, stock exchange officials and other financial institutions and to obtain whatever consent may be required in order to effect and complete the above transactions;
- (5) to participate in any bonus issue, stock repurchase scheme, rights offering, conversion scheme or other corporate action;
- (6) to vote on our behalf in respect of any such securities held by the Bank; and
- (7) to apply for realization of shareholder preemptive rights and to sign any documents for purchasing of securities within the realization of preemptive rights;
- (8) to sign agreements on purchasing of securities within realization of preemptive rights
- (9) to do any and all such acts and things as the Bank may in its absolute discretion consider necessary and desirable in connection with the exercise of the above powers.
- (10) to take any and all actions and sign all documents that may be necessary for receipt by the Donor of dividends (in cash or non-cash form) on shares in any and all Kazak companies;
- (11) to receive invoices from registrars for payment of registration and any other fees that may be charged by registrars;

The Donor confirms having sufficient power and authority to grant this Power of Attorney.

The Donor undertakes to ratify all that the Bank may lawfully do or cause to be done by virtue of this Power of Attorney and agrees that the execution by the Bank of any document in exercise of the above powers shall be conclusive evidence for all persons to whom this Power of Attorney may come of the due authority of the Bank to execute such document on behalf of the Donor.

The Donor further undertakes to indemnify the Bank on demand against any claim, demand, action, liability, damages, costs, loss or expenses (including without limitation legal fees) which it may incur as a direct or indirect result of the appointment of the Bank hereunder or the performance by the Bank of any or all of the acts which it is empowered hereunder to perform on behalf of the Donor.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of England and Wales and shall remain in full force and effect for a period of [*duration*] expiring on [*date*].

IN WITNESS whereof this Power of Attorney has been executed as a deed by the Donor and is intended to be and is hereby delivered on [*Date in words and figures*]

THE COMMON SEAL of was hereunto affixed in the presence of