

Approved by  
the order of Chief Executive Officer of  
ITS Tech Limited Private Company  
Ch. S. Kanapyanov  
dated October 31, 2024 No. 305/4

## TERMS AND CONDITIONS OF INFORMATIONAL AND TECHNICAL SUPPORT SERVICE PROVISION ITS Tech Limited Private Company

These Terms and Conditions regulate issues associated with provision by ITS Tech Limited Private Company (the Technical Centre) of the right to use computer programs and provide IT support services, and define their contents, provision conditions, as well as the amount, procedure, and time limits of payment for them.

### Section 1 TERMS AND DEFINITIONS

- 1.1. **Application(s)** means an Application containing information on IT support services provided by the Technical Centre to the Client that is signed by the Client and constitutes an integral part of the Agreement. Application forms are published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.
- 1.2. **Agreement** means the Agreement on IT support executed between the Client and the Technical Centre in the form set out in Annex No. 1 to these Terms and Conditions.
- 1.3. **Client** means a person having signed an Agreement with the Technical Centre.
- 1.4. **Trading Operator** means International Trading System Limited.
- 1.5. **List of SW and Services** means Annex No. 2 to these Terms and Conditions constituting its integral part and containing information on terms of provision of the right to use the Software and provide IT support services provisioned in these Terms and Conditions.
- 1.6. **Software (SW)** means computer programs and versions of computer programs indicated in clause 1 of the List of SW and Services created during the term of the Agreement as a result of updates and introduction of changes (modifications) to the initially provided software, that are used by the Technical Centre to provide services, the rights in which legally belong to the Technical Centre, that function on computer(s) and/ or server(s) located at the office(s) of the Technical Centre or at other persons, subject to coordination with the Technical Centre, and ensure the ability to receive, store, maintain, process, and transfer information required for the Trading Operator and/ or other persons to provide services, as well as to perform other actions in cases set out in these Terms and Conditions.
- 1.7. **Document exchange system (the System)** means the information system of the Technical Centre designed for the exchange of electronic documents, which includes a combination of software and hardware and organisational measures to prepare, certify, transfer and process electronic documents using telecommunication channels. The System helps to exchange Electronic Documents, ensuring the authenticity, invariance and authorship of Electronic Documents.
- 1.8. **Tariff** means the amount of payment for the use of the Software and IT support services set out in the List of SW and Services.

Other terms used in these Terms and Conditions are interpreted in view of contents of relevant documents of the Technical Centre, as well as documents of the Trading Operator.

### Section 2 GENERAL PROVISIONS

- 2.1. In accordance with these Terms and Conditions, the Technical Centre undertakes under the procedure and conditions set out in these Terms and Conditions:
  - to provide the Client with the right to use the Software;
  - to provide the Client with IT support services indicated in these Terms and Conditions;
  - to provide services aimed at provision of access to the Document Exchange System;
  - to provide other services.

- 2.2. The Technical Centre may terminate provision of the right to use certain Software or provide IT support services at any time (subject to preliminary notification of the Client at least twenty-four (24) hours before termination of provision of the right to use certain Software or provide IT support services).
- 2.3. To sign the Agreement, the Client provides the Technical Centre with the following documents (the Registration Documents):
- constituent documents of the legal entity in accordance with legislation of the country of its registration, with all the registered changes and supplements thereto (copies certified by notary public or competent state authority);
  - document confirming state registration of the legal entity in accordance with legislation of the country of the legal entity registration (a copy certified by notary public or competent state authority);
  - document confirming location of the organisation (a copy certified by notary public or competent state authority);
  - document confirming election (assignment) of director(s) of the legal entity (a copy certified by notary public or competent state authority)
- Registration Documents provided by legal entities, if compiled not in English, must be legalised (apostilled) under the established procedure and translated into English (correctness of the translation or signature of the translator must be certified). Documents in Russian issued by the authorized state bodies in country of registration of the Client, shall be provided in Russian. The Technical Centre may request other documents, in addition to that provisioned in this clause, in cases, if this does not contradict AIFC Regulations and Rules.
- If Agreement in the name of a legal entity and/ or natural person is signed by an authorised representative, the Technical Centre must be provided with the letter of attorney for the representative or another document indicating authorities of the representative (original or a certified copy).
- If the Client issues a Technological Key to an attorney-in-fact, the letter of attorney must be compiled in the form set out in Annex No. 4 to the Agreement on the Use of the Document Exchange System.
- If the letter of attorney is issued in the name of a natural person, as well as if the Client issues a Technological Key to an attorney-in-fact, such letter of attorney must be certified by notary public.
- If the letter of attorney (other document containing authorities of a representative) is compiled in a foreign language, such letter of attorney must be translated into English (correctness of the translation or signature of the translator must be certified).
- The Technical Centre may request other documents, in addition to that provisioned in this clause, in cases, if this does not contradict AIFC Regulations and Rules.
- 2.4. The Client may provide an Application to the Technical Centre in paper format or with the use of the Document Exchange System. Application provided in paper format must be signed by an authorised person of the Client. In case of changes in the scope of services provided by the Technical Centre, the Client provides the Technical Centre with an Application indicating the necessary changes.
- 2.5. Upon connection/ termination of the service, the Technical Centre sends the Client a notification on commencement or termination of service provision (the Notification) containing the date and reference number of the Application received, as well as the date of service provision commencement or termination. Notification is sent in paper format or with the use of the Document Exchange System.

### **Section 3 THE RIGHT TO USE THE SOFTWARE**

- 3.1. The Technical Centre undertakes to provide the Client with the right to use the Software within the Republic of Kazakhstan and outside of it under the procedure, in the scope, and under conditions provisioned in these Terms and Conditions (non-exclusive license or non-exclusive sublicense). The right to use the Software under conditions provisioned in these Terms and Conditions includes the right to use all versions of the Software created during the validity term of the Agreement by way of updating of and introduction of changes (modifications) to the Software.
- 3.2. The Client may access the Software, the right to use which is provided to them by the Technical Centre, reproduce, display, and launch the said Software, use the said Software in accordance with its purpose, in particular, that is indicated in technical documentation for the said Software.
- 3.3. The Client undertakes to avoid copying the Software, as well as modification, adaptation, decompilation, reverse engineering, and modification of the Software, the right to use which is provided to them by the Technical Centre, and to avoid creation of derivative computer programs.
- 3.4. In cases provisioned in these Terms and Conditions, the Client may under conditions not contradicting these Terms and Conditions provide third persons with the right to use the Software, the right to use which is provided to the Client by the Technical Centre (non-exclusive sublicense). If the Client provides third persons with a sublicense for the Software, the right to use which is provided to them by the Technical Centre, the Client undertakes to ensure compliance of such persons with provisions hereof regarding the procedure and ways of use of the Software.
- 3.5. The Client may not disclose information on access passwords for the Software provided to them by the Technical Centre, except for the cases provisioned in these Terms and Conditions.

The Client may transfer information on access passwords for the Software provided to them by the Technical Centre to the persons, whom they provide with the right to use relevant Software. In such case, the Client must ensure non-disclosure by the said persons of information on access passwords for the Software provided to them.

The Client undertakes to immediately notify the Technical Centre on loss or disclosure of information on access passwords for the Software.

The Client is responsible for violation of the requirements provisioned in this clause, as well as all risks associated with violation thereof, in particular, the risk of use of the Software by unauthorised persons.

- 3.6. Condition for provision of the right to use the Software is that the Client (other person provided with the right to use the Software) has technical access in accordance with the requirements published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section and performance by the Client (such person) of other necessary actions (conditions) provisioned in these Terms and Conditions.
- 3.7. The right to use the Software provided by way of connection of the Client (other person provided with the right to use the Software) to the Software. The right to use the Software is deemed provided to the Client (other person provided with the right to use the Software) from the time of connection of the Client (other person) to the Software.  
For the purpose of these Terms and Conditions, connection of the Client (other person provided with the right to use the Software) to the Software means registration of the Software and activation of the user name (login) and access password for the Software issued and registered by the Technical Centre in the name of the Client (other person provided with the right to use the Software).  
User name (login) and access password for the Software are issued on the basis of the Client's application for login registration compiled in the form set out in the Interaction Regulations constituting Annex No. 3 to these Terms and Conditions (the Interaction Regulations).
- 3.8. The Technical Centre registers the Software by way of registration (entry in the Technical Centre's data bases) of user name (login) and access password for the Software in the name of the Client (other person provided with the right to use the Software).
- 3.9. The Technical Centre activates user name (login) and access password for the Software by way of entry of relevant information in the Technical Centre's data bases.  
For the purpose of these Terms and Conditions, activation of a user name (login) and access password for the Software means provision of the technical possibility to use the user name (login) and access password for the Software registered by the Technical Centre in the name of the Client (other person provided the right to use the Software) for the purpose of use of the Software.  
User name (login) is activated only when the agreement, under which relevant user name (login) is issued, comes into force, subject to compliance with terms and conditions for issuance of relevant user name (login), if any.
- 3.10. The Technical Centre connects the Client (other person provided with the right to use the Software) to the Software within the time limits set out in the Interaction Regulations for processing of applications for login registration, subject to receipt by the Technical Centre from the Client of a Certificate of receipt of the user name (login) and access password for the Software signed by the Client in accordance with the Interaction Regulations, and information confirming performance by the Client (such person) of the necessary actions (fulfilment of conditions) provisioned in these Terms and Conditions.
- 3.11. Subject to agreement with the Client, the Technical Centre undertakes to provide the Client with the possibility of preliminary testing of the Software. In cases provisioned in the List of SW and Services, preliminary testing of the Software is a must.
- 3.12. The Client undertakes to use Software in accordance with technical documentation on the Software. When using the Software, the Client undertakes to avoid acts (omissions), that would or could violate normal functioning of the Software in accordance with its purpose, in particular, create hindrances for service provision by the Technical Centre to other Clients and/ or violate the trading process of the Trading Operator, for arrangement of (participation in) which the Software is being used, as well as any other acts (omissions), that the Technical Centre deems to create or be able to create hindrances for normal operations of the Software in accordance with its purpose. The Technical Centre does not guaranty compliance of the Software with the Client's needs, the possibility to use the Software in any certain way and/ or obtaining of certain results from the Software and/ or uninterrupted functioning of the Software and lack of errors therein.
- 3.13. The right to use the Software terminates in case of disconnection of the Client (other person provided with the right to use the Software) from the Software, except for the cases set out in clause 8.5 hereof.  
The right to use the Software is deemed terminated from the time of disconnection of the Client (other person provided with the right to use the Software) from the Software.
- 3.14. If in accordance with these Terms and Conditions the Client provides the right to use the Software to third persons, the Client bears responsibility before the Technical Centre for acts of such third persons.
- 3.15. If the Client provides the right to use the Software to a third person, the Client bears responsibility before the third person for violation of the right to use the Software.
- 3.16. If in accordance with specification for the Software indicated in Annex No. 4 to these Terms and Conditions and/ or technical documentation for the Software of the Software functioning requires the use of information on progress and/ or results of trading of the Trading Operator (the Information), the Client independently ensures obtaining of the Information. A Trading Member having provided their clients with access to the Information must ensure their

compliance with the established procedure for receipt and use of the Information. The Technical Centre bears no responsibility for violation of the said procedure by the Client and/ or client of a trading member.

## **Section 4 IT SUPPORT SERVICES**

### **4.1. MAINTENANCE AND ADMINISTRATION**

- 4.1.1. The Technical Centre undertakes to perform maintenance of the Software, the right to use which is provided to the Client (other person provided with the right to use the Software), and equipment required for functioning of the Software (Maintenance).
- 4.1.2. Maintenance includes:
- elimination of failures and malfunctions of the Software, regular preventive maintenance;
  - maintenance of equipment required for functioning of the Software, including regular preventing maintenance, as well as elimination of failures and malfunctions of the said equipment.
- 4.1.3. Failures and malfunctions of the Software and/ or equipment required for functioning of the Software, that arise not through the fault of the Client, are eliminated at the expense of the Technical Centre.
- 4.1.4. For the duration of maintenance, the Technical Centre may terminate in full or in part access of the Client (other person provided with the right to use the Software) to the Software. The Technical Centre undertakes to notify the Client on all scheduled interruptions in operations of the Software and/ or means of communications at least 24 hours before commencement thereof.
- 4.1.5. Software administration means actions of the Technical Centre aimed at change of the Software settings in accordance with the Interaction Regulations, specification for the Software indicated in Annex No. 4 to these Terms and Conditions, and technical documentation for the Software.

### **4.2. ORDER PARAMETER DETERMINATION BY THE TECHNICAL CENTRE**

- 4.2.1. The Technical Centre defines parameters of the Clients' Orders on the basis Requests submitted by the Client.  
For the purpose of this Section, an Order means an order for Transaction submitted in accordance with the rules of the Trading Operator.  
For the purpose of this Section, transaction means an agreement regarding Instrument that is executed at the trading of the Trading Operator.  
For the purpose of this Section, Instrument means a security admitted for trading of the Trading Operator in view of specific conditions of fulfilment (settlements), trading modes, and other parameters defining terms and conditions of Transaction execution and/ or fulfilment, based on which the Technical Centre defines parameters of the Orders.
- 4.2.2. For the purpose of this Section, Order parameter determination is determination of the Order kind corresponding to the Liquidity Pool, for which the Order is filed, assuming, that Transaction on the basis the Order will be executed at the best prices (as defined in the Technical Centre documents and published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section) in each Liquidity Pool upon Request receipt by the Technical Centre and subject to fulfilment of all terms and restrictions set out in the Client's Software specification, specification of the Order Parameter Determination Subsystem, and technical documentation.  
For the purpose of this Section, Liquidity Pool is a set of:
- trading mode (in particular, auction carried out within the framework of the trading mode, or term of trading), under which the Client may submit an Order as a result of Order Parameter Determination, and
  - Instructions (if applicable).
- List of available Liquidity Pools is defined by the Technical Centre and published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.  
For the purpose of this Section, Request is a set of all data to be indicated in the Order in accordance with the Trading Operator's rules, except for the Order kind corresponding to Liquidity Pool, regarding which the Order can be submitted.
- 4.2.3. Order parameters are determined in real time with the use the Order Parameter Determination Subsystem on the basis of Clients' Requests and Exchange Information.
- 4.2.4. Order Parameter Determination Subsystem is functionality of the Platform meant for Order Parameter Determination, the right to use which is provided to the Technical Centre.  
Functionality of the Order Parameter Determination Subsystem is defined in specification and technical documentation.  
For the purpose of this Section, the Platform is the ITSX Platform computer program.
- 4.2.5. The Client submits Requests to the Technical Centre and the Technical Centre provides Order Parameter Determination results to the Client with the use of the internal Platform subsystems interaction protocol.
- 4.2.6. Order parameters are determined, when:
- Request contains relevant instruction/ details, as provisioned in technical documentation for the SW published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section;

- in accordance with specification and technical documentation, rights of the login used to submit the Request allow use of the Order parameter determination functionality.

- 4.2.7. Order parameters are determined on the basis of Exchange Information received by the Technical Centre. For the purpose of this Section, Exchange Information is information on the progress and/ results of trading of Instruments, both information on the progress and/ or results of trading in Liquidity Pools, and information on the progress and/ or results of trading held by other exchanges obtained by the Technical Centre from the Trading Operator. Procedure for use of Exchange Information for the Order Parameter Determination is defined by the Technical Centre and published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.
- 4.2.8. The Technical Centre is responsible for due use of Exchange Information for Order Parameter Determination, as well as for the use of incorrect data from Requests. The Technical Centre is not responsible for errors in the Order Parameter Determination Subsystem, its failures, failures in receipt of Exchange Information, as well as in other cases provisioned in these Terms and Conditions. The Technical Centre not responsible for consequences of the use or non-use of Order Parameter Determination results by the Client.

## Section 5 SERVICES AIMED AT PROVISION OF ACCESS TO THE DOCUMENT EXCHANGE SYSTEM

- 5.1. The Technical Centre undertakes to provide the Client with access to the Document Exchange System in accordance with Agreement and Application under conditions set out in Annex No. 5 to these Terms and Conditions.
- 5.2. Access to the Document Exchange System is provided to the Client by way of provision of the right to use relevant Software.

## Section 6 NETWORK SERVICES

The Technical Centre arranges external connection of the Client's equipment to the Technical Centre's communication network and places the Client's equipment at Data Processing Centres of the Technical Centre.

- 6.1. **VPN access.**  
The Technical Centre ensures provision of the following services:
- production and issuance of a login and password, enabling secure access to the Technical Centre's communication network via Internet;
  - assignment of unique IP-address to the Client for each login-password pair;
  - provision of access to the data transfer network;

To receive the Service indicated in this clause, the Client independently arranges Internet connection and obtains telematic communication services from a communications service provider selected by the Client. The Parties undertake to treat login and password as confidential information.

- 6.2. **ITSCoconnect.** Methods of connection to the Technical Centre network that includes the following services:
- **Connection to the Technical Centre equipment.**  
The Technical Centre ensures the Client connection to the Technical Centre network with provision of one (1) separate port for connection at the Technical Centre side. The Client independently orders communication services required to provide the Client with connection to the Technical Centre network from a communications service provider selected by the Client, which provider shall have relevant licenses for communication service provision at the place of connection.
  - **Support of the Device that ensures remote connection to the Technical Centre network.**  
The service includes configuration setting and support of one (1) Device of the Client installed at the Client's premises. The Technical Centre uses remote access to install configuration of the Client's Device required for operations to ensure interaction of the Client and the Technical Centre, implements measures to protect the Client's Device configuration from unauthorised access, and ensures monitoring of the Client's Device condition.
- 6.3. **Collocation.** The Client's equipment placement at data centre of the Technical Centre requires technical possibility of the Client's connection to the Technical Centre equipment, as well as the technical possibility of data transfer services provision to the Client to ensure access to the software, the right to use which is provided to the Client, via dedicated links.

## **Section 7 PAYMENT FOR THE RIGHT TO USE SOFTWARE AND IT SUPPORT SERVICES**

- 7.1. Kind and amount of payment for the right to use Software and IT support services (the Tariffs) are set out in the List of SW and Services (Annex No. 2 to these Terms and Conditions). Procedure of payment for IT support services is set out in this Section of the Terms and Conditions.
- 7.2. Payment for the right to use Software and IT support services can be made in the following form:
- payment for Software registration (Registration Fee), and/ or
  - payment for subscription (Subscription Fee), and/ or
  - other payments indicated in the List of SW and Services.
- 7.3. Registration Fee is charged as a lump sum.
- 7.4. Subscription Fee is charged with the frequency set out in the List of SW and Services, from the date of connection of the Client (other person provided with the right to use the Software) to the Software.
- If the Technical Centre commences provision of the right to use the Software and/ or IT support services before the 15th day of the calendar month being paid for, inclusive, full amount of relevant Subscription Fee is charged, and half of relevant Subscription Fee amount is charged in case of commencement after the said day.
- If the Technical Centre terminates provision of the right to use the Software and/ or IT support services before the 15th day of the calendar month being paid for, inclusive, half of relevant Subscription Fee amount is charged, and full amount of relevant Subscription Fee is charged in case of termination after the said day.
- Subscription Fee for incomplete calendar quarter or incomplete calendar year is charged in the amount proportionate to the number of days, when the Technical Centre provided the right to use the Software and/ or IT support services.
- If preventive maintenance lasts for more, than 3 business days in a calendar month, the amount of Subscription Fee is decreased proportionately to the time (in business days), during which such works were performed in excess of 3 business days.
- In case of the Client from disconnection the Software for more, than 3 business days in a calendar month, the amount of Subscription Fee is decreased proportionately to the time (in business days), during which the Client was disconnected from the Software in excess of 3 business days.
- 7.5. Other payments are charged in accordance with terms and conditions indicated in the List of Services.
- 7.6. IT support services provided by the Technical Centre must be paid in full regardless of their use by the Client.
- 7.7. Tariffs are presented in the List of SW and Services in USD, exclusive of VAT. VAT is charged in addition to the tariffs in the amount set out in applicable legislation.
- 7.8. The Client pays for the right to use the Software and IT support services on the basis of bills issued by the Technical Centre.
- 7.9. The Technical Centre issues a bill for Payment for the registration upon execution of the Agreement.
- 7.10. Bills for the right to use the Software and IT support services are issued within 5 business days after the end of the month, in which the right to use the Software and/ or IT support services were provided, and payment must be made by the last day of the next month after the term, for which payment is being made.
- 7.11. Invoices and certificates regarding provision of the right to use the Software and Services Provided (Certificates) signed by the Technical Centre are provided to the Client within five (5) business days after the end of the term being paid for. Within five (5) business days from receipt of a Certificate, the Client signs it or sends a reasoned refusal from signing of the Certificate within the same time limits. If within the said time limits the Client does not sign the Certificate or does not send a reasoned refusal from signing of the Certificate, the right to use the Software and services are deemed duly provided. If the Client sends a reasoned refusal from signing of the Certificate, the Parties negotiate to settle the misunderstandings, after which re-sign the Certificate under the procedure set out in this clause.
- 7.12. The Client is deemed to have fulfilled respective payment obligations from the time, when funds are withdrawn from the Client's settlement account with the use of the details indicated in the bill issued by the Technical Centre.
- 7.13. The Client pays all expenses of the Technical Centre associated with elimination of faults and carrying out of works at premises of the Client (other person, whom the Client provided with the right to use the Software), in particular, works arising as a result of unauthorised intervention in the Software operations, subject to preliminary written coordination of the amount of such expenses by the Parties. In case of visit of an expert to install such Software or perform the said works, the Client pays for the expert's visit and reimburses all travel expenses of such expert within five (5) business days on the basis of a bill issued by the Technical Centre, subject to preliminary written coordination of the amount of payment by the Parties.
- The Client does not reimburse the Technical Centre against the said expenses of the Technical Centre, if such works become necessary through the fault of the Technical Centre or a person being the rights holder of the Software.

## **Section 8 CLIENT DISCONNECTION FROM THE SOFTWARE**



- 8.1. Disconnection of the Client (other person provided with the right to use the Software) from the Software means acts of the Technical Centre, that render access to the Software impossible for the Client and all persons provided by this Client with the right to use the Software (termination of the possibility to exchange information between software and hardware of the Client and the Software).
- 8.2. Disconnection from the Software can be either temporary or permanent. Decision on the kind of disconnection is made by the Technical Centre in view of provisions of this Section.
- 8.3. The Technical Centre may disconnect the Client (other person provided with the right to use the Software) from the Software (in particular, by way of user name (login) blocking), in particular, due to the following reasons:
  - 8.3.1. material violation by the Client (other person provided with the right to use the Software) of terms and conditions of the Agreement, including provisions hereof, as well as provisions of internal regulations of the Technical Centre or the Trading Operator published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section and/ or official web-site of the Trading Operator, subject to preliminary notification of the Client with the use of EDMS on planned disconnection at least twenty four (24) hours before such disconnection;
  - 8.3.2. termination of the Agreement;
  - 8.3.3. reasoned written requirement of the Trading Operator, in whose trading system the Client submits orders with the use of the Software.

In case of termination of the Agreement, the Technical Centre finally disconnects the Client and all persons, whom such Client provided with the right to use the Software, from the Software.

- 8.4. Technical reasons, that render access to the Software impossible, are not equal to disconnection of the Client (other person provided with the right to use the Software) from the Software.
- 8.5. If the Technical Centre makes a decision on temporary disconnection of the Client (other person provided with the right to use the Software) from the Software based on the grounds provisioned in clause 8.3.1 hereof, decision on re-connection is made after elimination of the violations committed by the Client.

If the Technical Centre makes a decision on temporary disconnection of the Client (other person provided with the right to use the Software) from the Software based on the grounds provisioned in clause 8.3.3 hereof, decision on re-connection is made after receipt of information on the possibility of such re-connection from the person, upon whose request the Client (other person provided with the right to use the Software) was disconnected from the Software.

## **Section 9 DISPUTE CONSIDERATION PROCEDURE**

- 9.1. In case of any disputes arising from the Agreement, prior to addressing a court, the Parties must observe the extrajudicial dispute resolution procedure. The claim and the response to the claim are both sent in written form, using the means of communication that allow registering the fact of delivery, or shall be handed in against the receipt. The claim shall include:
  - demands of the applicant;
  - amount of the claim and corresponding justified calculation, if the claim is subject to monetary appraisal;
  - circumstances, on which the demands are based, and relevant evidence;
  - list of documents and other evidence attached to the claim;
  - other information required for reconciliation.
- 9.2. The claim shall be considered within thirty (30) calendar days from the receipt. The response to the claim shall include the list of claim items that are accepted and those that are not accepted.

If the claim is fully or partially rejected, then the response to the claim shall include the following information:

  - justified reasons for rejection with reference to the relevant regulations;
  - evidence that supports the rejection;
  - list of documents and other evidence attached to the response;
  - other information required for reconciliation.
- 9.3. In case of full or partial refusal from satisfaction of a claim, actual dissatisfaction of a claim or non-receipt of timely response to a claim, the claimant may address a court. All disputes arising on the basis of the Agreement shall be settled by AIFC Court in accordance with its Regulations only after implementation claim procedure for dispute settlement.

## **Section 10 RESPONSIBILITY**

- 10.1. The Technical Centre bears no responsibility for acts of persons that make it impossible to fulfil obligations under the Agreement, if activity of such persons cannot be controlled by the Technical Centre.
- 10.2. The Technical Centre is not responsible in case of non-compliance or partial compliance of the Software with the Client's needs, as well as any negative result and/ or failure to obtain any positive result from use of the Software.

- 10.3. The Technical Centre bears no responsibility for failure to fulfil and/ or undue fulfilment of obligations arising as a result of failures and/ or malfunction of equipment, as well as communication, power supply, air conditioning and/ or other life support systems.
- 10.4. In case of third party or supervisory authority claims against the Client regarding violation of third party intellectual property rights through the use of the Software provided under Agreement, the Technical Centre undertakes on the basis of the Client's written requirement (Requirement) to reimburse the Client against all documented losses of the latter (including fines and legal costs), and to take all necessary and possible measures to settle disputes with the third parties, enter in the trial on the Client's side, and take every possible step in order to exclude the Client from the list of defendants. Within ten (10) business days from receipt of a Requirement and documents confirming the amount of the Client's losses, the Technical Centre must reimburse the amount of such losses in full or in the part acknowledged by the Technical Centre or send the Client a written reasoned refusal from reimbursement of losses in full or in the part not acknowledged by the Technical Centre. If the Technical Centre sends a reasoned refusal from reimbursement of the Client against the amount of losses, the Parties settle the dispute by way of negotiations or through courts in accordance with clause 9.3. hereof.
- 10.5. If this was through its fault (intent or gross negligence), the Party, that fails to fulfil or unduly fulfils respective obligations, must reimburse the other Party against the real damage of the latter. Lost profit is not subject to reimbursement. In any case, responsibility of the Technical Centre before the Client is limited to the amount of payments made by the Client in accordance with the Tariffs set out regarding relevant Software or services for the maximum term of twelve (12) previous months.

## **Section 11 FINAL PROVISIONS**

- 11.1. These Terms and Conditions are regulated by AIFC legislation.
- 11.2. Changes to these Terms and Conditions are introduced by the Technical Centre unilaterally.  
Text of a new revision hereof, as well as information on introduction of changes to these Terms and Conditions are published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.  
If changes to these Terms and Conditions are associated with increase in the Tariffs, the Technical Centre publishes the new revision hereof, as well as information on introduction of changes to these Terms and Conditions at least 5 business days before the date of introduction of such changes.
- 11.3. In case, if the Client disagrees with the changes introduced by the Technical Centre to these Terms and Conditions, the Client may refuse to fulfil the Agreement having notified the Technical Centre on the same in writing at least 5 business days before the date of termination of the Agreement.
- 11.4. In case, if the Client delays payment for the right to use the Software or services by more, than one calendar month, the Technical Centre may unilaterally refuse from fulfilment of the Agreement having notified in writing the Client on the same in writing at least 5 business days before the date of the Agreement termination.
- 11.5. The Client may not transfer respective rights and obligations under Agreement without preliminary written consent of the Technical Centre.



**FORM**

**Agreement No.**  
**on Informational and Technical Support**

City of \_\_\_\_\_

\_\_\_\_\_ 20\_\_

**ITS Tech Limited Private Company** (the Technical Centre) in the person of \_\_\_\_\_ acting on the basis of \_\_\_\_\_, on one side, and \_\_\_\_\_ (the Client) in the person of \_\_\_\_\_ acting on the basis of \_\_\_\_\_, on the other side, jointly referred to as the Parties, and each a Party, have signed this Agreement as follows:

1. In accordance with this Agreement, the Technical Centre undertakes to provide the right to use the SW and provide the Client with IT support services under the procedure and conditions set out in the Terms and Conditions of Informational and Technical Support Service Provision of ITS Tech Limited Private Company published on web-site <https://itsx.kz> in the Services - ITS Tech section (the Terms and Conditions) applicable as of the time of signing of this Agreement and constituting its integral part. Any dispute under this Agreement shall be settled through a complaint procedure. If it is impossible to settle disputes arising between the Parties, they shall be considered by AIFC Court in accordance with its rules applicable as of the date of filing of the statement of claim.
2. The Client undertakes to pay for the provided right to use the SW and services provided in the amount, under the procedure, and within the time limits set out in the Terms and Conditions.
3. The Parties agree that this Agreement comes into force from the date of its signing remains valid for 1 year and is extended for each subsequent year, if neither Party notifies the other party on refusal from extension of the validity term of this Agreement at least thirty (30) calendar days before expiry of this Agreement.
4. Either Party may refuse from fulfilment of this Agreement having notified the other party on the same in writing at least thirty (30) days before termination of this Agreement.
5. All documents exchanged by the Parties in course of fulfilment of obligations under this Agreement are submitted in a way that enables confirmation of relevant document delivery to the other Party.
6. The Parties hereby guaranty that as of the above date they have all the authorities to execute and fulfil this Agreement and to perform operations provisioned herein, that they have obtained all corporate consents and approvals of the management bodies, as required in accordance with applicable legislation to sign this Agreement.
7. Within the framework of fulfilment of this Agreement, the Parties undertake to observe requirements of applicable anti-corruption legislation and to avoid any actions, that may violate the norms of anti-corruption legislation or become the reason for such violation by the other Party, in particular, to avoid requesting, receiving, offering, authorisation, promising or making of illegal payments either directly or via third persons or an intermediary, including (without limitation) bribes in monetary or any other form, to any natural persons or legal entities, including (without limitation) commercial organisations, government and self-government authorities, state officers, private companies or their representatives. If either Party violates the above mentioned anti-corruption obligations, the other Party may unilaterally suspend fulfilment of their respective obligations under this Agreement till elimination of the reasons for such violation or refuse from fulfilment of this Agreement having sent the guilty Party a written notification on the same.
8. Terms and Conditions of this Agreement are regulated by AIFC legislation.

**TECHNICAL CENTRE**

ITS Tech Limited Private Company

Location: \_\_\_\_\_

BIN \_\_\_\_\_

Tax Registration Reason Code \_\_\_\_\_

Settl. acc. \_\_\_\_\_

at \_\_\_\_\_

Corr. acc. \_\_\_\_\_

BIC \_\_\_\_\_

**THE CLIENT**

\_\_\_\_\_

Location: \_\_\_\_\_

BIN/Taxpayer Identification Number \_\_\_\_\_

Tax Registration Reason Code \_\_\_\_\_

Settl. acc. \_\_\_\_\_

at \_\_\_\_\_

Corr. acc. \_\_\_\_\_

BIC \_\_\_\_\_

**SIGNATURES OF THE PARTIES**

**For the Technical Centre:**

\_\_\_\_\_

**For the Client:**

\_\_\_\_\_

\_\_\_\_\_/

/

L. S.

\_\_\_\_\_/

/

L. S.

**List of SW and Services**

*ITSX Platform means* Software, which the Technical Centre may use, the use of which actions are being carried out in the scope and under conditions indicated in Annex No. 4 to the Terms and Conditions of IT support services provision of ITS Tech Limited Private Company, and technical documentation published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section (ITSX Platform Software). The Client may not provide the right to use the ITSX Platform Software (sublicense) to third persons, except for transfer of category A trading member level Broker Logins and/ or Market maker logins (as the said logins are defined below) to their clients and/ or other persons, whose instructions result in execution by the Client of agreements at the trading of the Trading Operator.

The Technical Centre provides the right to use the said ITSX Platform Software with the use of a user name (login) and corresponding access password. The amount of right to use the said ITSX Platform Software is defined depending on login type, types of gateways used, and other parameters set at the time of login registration.

**Tariffs:**

**1. Payment for provision of the right to use the Software:**

Logins for connection to gateways using binary and FIX/FAST protocols:

No.	Login type	Number of logins included in the minimum subscription fee, pcs.	Available gateways	The minimum subscription fee, USD per month (exclusive of VAT)	Subscription fee for each additional login in excess of the number of logins included in the minimum subscription fee, USD per month (exclusive of VAT)
1	Trading member level Broker Login (login with no rights to submit orders at the trading held by the Trading Operator upon performing of market maker's obligations)	5	Transaction (trading) gateway (GW)	7	134
2	Category A trading member level Broker Login (login with no rights to submit orders at the trading held by the Trading Operator upon performing of market maker's obligations)**	1	Risk management gateway (risk-GW)* Market data recovery gateway (MD-GW)	27	27
3	Market maker login (login with the rights to submit orders at the trading held by the Trading Operator upon performing of market maker's obligations) ***	1	Transaction (trading) gateway (GW) Risk management gateway (risk-GW)* Market data recovery gateway (MD-GW) Transaction history view gateway (DC-GW)	7	7
4	Advanced functionality of broker logins indicated in clauses 1 and 2 of the table for access to the transaction history view gateway	5	Transaction history view gateway (DC-GW)	Included in the minimum subscription fee for provision of broker logins indicated in	27

				clauses 1 and 2 of the table	
5	Login for access to the transaction history view gateway	1	Transaction history view gateway (DC-GW)	27	27
6	Login of the Clearing Centre (login, the right to use which is only provided to the person acting as the central counterparty at the trading of the Trading Operator)	The number is unlimited	-	4	-
7	Login of a Clearing Member (login, that has no rights to submit orders at the trading of the Trading Operator)***	1	Risk management gateway (risk-GW)*	27	27

\* not available for FIX/FAST protocol.

\*\* this Login is issued to Clients having signed with the Trading Operator agreement on fulfilment of market maker obligations/ agreement on provision of services aimed at trading volume maintenance, subject to indication of TCA code in such agreement, with the indication of which orders can be submitted at the trading of the Trading Operator with the use of this login. Upon registration of such login (on the basis of LOGIN\_REGISTER message), the Client must also send an Application for registration of TCA for login (message: LOGIN\_ACCOUNT), as well as an Application for trading member level Broker Login qualification as category A trading member level Broker Login. In case of termination of the agreement on fulfilment of market maker obligations/ agreement on provision of services aimed at trading volume maintenance, the Login is blocked.

\*\*\* for this Login type, only TCA registration is possible (on the basis of LOGIN\_ACCOUNT message). Upon registration of such login (on the basis of LOGIN\_REGISTER message), the Client must also send an Application for TCA registration for the login (message: LOGIN\_ACCOUNT).

Payment for provision of the right to use the Software includes all methods of use of the Software provisioned in this Agreement, as well as payment for provision of versions of the Software created during the validity term of the Agreement as a result of updating and introduction of changes (modifications) to the initially provided Software.

## 2. IT support services:

### 2.1. Maintenance and administration:

Subscription Fee is USD 14 per month, exclusive of VAT.

### 2.2. Order parameter determination by the Technical Centre:

Subscription Fee is USD 14 per month, exclusive of VAT.

### 2.3. Services aimed at provision of access to the Document Exchange System:

#### 2.3.1. Basic set of services aimed at the use of the Document Exchange System:

2.3.1.1. With registration and support of four basic addresses of the Document Exchange System (for all Clients, except for those indicated in clauses 2.3.1.2. – 2.3.1.5. of this List):

- <Code of the Client>@REPORT
- <Code of the Client>@REGISTER
- <Code of the Client>@DEPO
- <Code of the Client>@FATCA

Registration Fee – USD 74, exclusive of VAT.

Subscription Fee – USD 36 per month, exclusive of VAT.

2.3.1.2. With registration and support of one basic address of the Document Exchange System (for Clients, who are clients of settlement depositories<sup>1</sup>, except for those indicated in clauses 2.3.1.1., 2.3.1.3 – 2.3.1.5. of this List):

- <Code of the Client>@DEPODEPO

Registration Fee – USD 7, exclusive of VAT.

Subscription Fee – USD 2 per month, exclusive of VAT.

<sup>1</sup> Clients of settlement depositories are persons of the Settlement depositories

2.3.1.3. With registration and support of one basic address of the Document Exchange System (for Clients, who are clients of clearing members<sup>2</sup> or clients of the clients of clearing members, for the purpose of document transfer in accordance with Foreign Account Tax Compliance Act, FATCA):

- <Code of the Client>@FATCA

Registration Fee – USD 7, exclusive of VAT.

Subscription Fee – USD 2 per month, exclusive of VAT.

2.3.1.4. With registration and support of one basic EDMS address (for Clients, who are depositaries<sup>3</sup>, settlement depositaries<sup>4</sup> and specialised depositaries<sup>5</sup>):

- <Code of the Client>@DEPO

Registration Fee – USD 7, exclusive of VAT.

Subscription Fee – USD 2 per month, exclusive of VAT.

2.3.1.5. With registration and support of one basic EDMS address (for Clients, who are clients of clearing members or clients of the clients of clearing members<sup>6</sup>)

- <Code of the Client>@CLIENTDEPO

Registration Fee – USD 7, exclusive of VAT.

Subscription Fee – USD 2 per month, exclusive of VAT.

2.3.2. *Registration and support of one or more additional addresses of the Document Exchange System:*

2.3.2.1. for all the Clients, except for those indicated in clauses 2.3.2.2. of this List:

Registration Fee – USD 14, exclusive of VAT.

Subscription Fee – USD 7 per month, exclusive of VAT.

2.3.2.2. For Clients, who are clearing members, for the purpose document exchange regarding calculation and/ or payment of transaction taxes in foreign jurisdictions:

- <Code of the Client>@TRANSCTAX

Registration Fee – USD 7, exclusive of VAT.

Subscription Fee – USD 2 per month, exclusive of VAT.

2.3.3. *File Gateway* means SW that ensures receipt and transfer of Electronic Documents in the Document Exchange System in form of files in free format.

2.3.3.1. For all Clients, except for those indicated in clause 2.3.3.2. of this List:

Subscription Fee – USD 67 a year, exclusive of VAT.

2.3.3.2. For clients, who are clients of clearing members and clients of the clients of clearing members:

Subscription Fee – USD 3 per month, exclusive of VAT.

## 2.4. Network services:

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<sup>2</sup> Clearing members mean persons, with which the Clearing Organisation have signed an agreement on clearing service provision.

<sup>3</sup> Depositaries mean depositaries in accordance with AIFC Regulations and Rules, that carry out depository service of a clearing member and/ or clients of a member of clearing arranged by the Clearing Organisation.

<sup>4</sup> Settlement depositaries mean depositaries in accordance with AIFC Regulations and Rules, that carry out operations associated with fulfillment of obligations under agreements aimed at securities transfer based on results of clearing arranged by the Clearing Organisation.

<sup>5</sup> Specialised depositaries mean depositaries in accordance with AIFC Regulations and Rules, in the name of which nominee trading custody accounts/ custody sub-accounts are opened, that carry out depository service of a clearing member and/ or clients of a member of clearing arranged by the Clearing Organisation.

<sup>6</sup> Clients of clearing members and clients of the clients of clearing members are persons of the Clearing Organisation.

2.4.1. Establishment of access to software, the right to use which is provided to the Client via Internet by way of **VPN-connection** with provision of one VPN-login and the possibility to establish one session – USD 100 exclusive of VAT. As a lump sum and USD 100 monthly.

**2.4.2. ITSCoconnect service**

2.4.2.1. Establishment of access to the Technical Centre network via dedicated link of a third party service provider – USD 100 as a lump sum.  
 Establishment of access to the Technical Centre network via dedicated link of a Technical Centre (only for Market Makers) - USD 100 per month.

2.4.2.2. Establishment and setting of the client's network equipment – USD 200. As a lump sum.

Requirements for network equipment:

- the router must be manufactured by Cisco, model to be coordinated with the Technical Centre experts on the case by case basis, but at least Cisco 43XX series;
- router software version must be at least 12.4;
- router must be used only for the purpose of arrangement of a channel between the Client's local network and the Technical Centre's network;
- The Client must provide the Technical Centre with remote access to the router in level 15 preferential mode without retaining by the Client of access rights in the said mode;
- router setting and management during operations of the channel for connection to the Technical Centre network are ensured by the Technical Centre experts.

2.4.2.3. Services of data transfer for access to software, the right to use which is provided to the Client, via dedicated links of third party service providers, performed in accordance with subclause 2.4.2. of this List:\*

Band of maximum	Subscription fee
100 Mbps	USD 500 per month
1 Gbps	USD 800 per month

\* - Service is possible only if the Client organizes a dedicated link of a third-party service provider specified in 2.4.2.1.

\* - . The speed on the side of the third-party operator must be at least as specified in clause 2.4.2.3.

**2.4.3. The Client's equipment placement at the Technical Centre data centre.**

2.4.3.1. Cost of the Client's equipment placement without dedicated rack.

The cost is calculated per piece of the Client's equipment based on one of the following indices:

- Number of units occupied by piece of the Client's equipment. The index is used, if electrical power of power adaptors of the Client's equipment piece does not exceed 500 W per unit occupied by the Client's equipment piece.

Units	As a lump sum	Subscription fee
1 unit	USD 500	USD 500 per month

- Electrical power of power adaptors of the Client's equipment piece.  
 The index is used, if electrical power of power adaptors of the Client's equipment piece exceeds 500 W per unit occupied by the Client's equipment piece. For the purpose of the cost calculation, incomplete 500 W of electrical power are understood as full 500 W.

Units	As a lump sum	Subscription fee
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500 W	USD 500	USD 500 per month
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2.4.3.2. Connection of the Client's equipment for interaction with software, the right to use which is provided to the Client, with allocation of 1 IP, that ensures the maximum data exchange speed of:

Units	As a lump sum	Subscription fee
1 Gbps	USD 500	USD 600 per month
10 Gbps	USD 500	USD 800 per month

2.4.3.3. Provision of an additional IP from the address space of the Technical Centre's data transfer network for connection to the Technical Centre's Trading Network:

Units	As a lump sum	Subscription fee
1 IP	USD 30	USD 100 per month
6 IP	USD 30	USD 200 per month

2.4.3.4. Connection of the Client's equipment to the operator's equipment using a cable of the selected type / Connectivity through accredited NSP with selected type of cable:

Cable type	As a lump sum	Subscription fee
Copper	USD 500	USD 600 per month
Fiber Optic	USD 500	USD 800 per month

2.4.3.5. Cross connection using the selected cable type / X-connection within co-location space with selected type of cable:

Cable type	As a lump sum	Subscription fee
Copper	USD 500	USD 600 per month
Fiber Optic	USD 500	USD 800 per month

- in case of organization of cross-connections between the Client's installed equipment, the cross-connection service is not charged.

## INTERACTION REGULATION

1. These Regulations (Regulations, Interaction Regulations) set out the procedure for interaction of the Technical Centre and the Client (jointly referred to the Parties) in course of use of the Software by the Client.

2. To arrange fast interaction, the Parties agree, that document exchange between the Technical Centre and the Client will be performed in electronic format with the use of Document Provision Services (EDMS). Services aimed at establishment and maintenance of electronic document exchange between the Technical Centre and the Client in EDMS are provided by ITS Tech Limited Private Company (EDMS Operator).

3. To carry out electronic document exchange between the Technical Centre and the Client, the Parties independently perform all necessary actions aimed at connection to EDMS, in particular, execute all necessary agreements with EDMS Operator.

4. The Parties undertake to comply with the established sequence of actions in course of electronic document exchange and electronic document authenticity verification in accordance with regulatory documents of EDMS Operator.

5. The Parties assign persons responsible for electronic document exchange, in particular, persons authorised to sign documents with the use of Electronic Signature.

6. The Parties acknowledge that electronic documents received by them via EDMS are legally equivalent to documents received in paper format certified with relevant signatures and stamps of the Parties.

7. Each Party may transfer to the other Party electronic documents, the list of which is presented in Annex No. 1 to these Regulations.

8. The Parties have may request provision of any document indicated in Annex 1 to these Regulations in paper format. Request for paper document provision is formalised in form of a letter signed by the head of the Party sending the request or a person authorised by them.

9. The Technical Centre considers electronic documents transferred by the Client and performs actions indicated therein (the processing) under the procedure and within time limits indicated in Annex No. 2 to these Regulations.

10. The Client may provide the Technical Centre with an application for withdrawal of Requests submitted with the use of Software, the form of which is presented in Annex No. 3 to these Regulations (application for request cancellation) by phone using the phone number indicated on the Technical Centre web-site at <https://itsx.kz> in the Services - ITS Tech Section. The Technical Centre accepts phone applications for Request withdrawal during the term of trading of the Trading Operator.

11. For the purpose of submission of phone application for Request cancellation by the Client, the Technical Centre assigns identification codes (the identification codes) to the Client. The Technical Centre notifies the Client on identification codes assigned to them via EDMS in the form indicated in Annex No. 4 to these Regulations. The Client may provide an application for identification code modification in free form via EDMS or in paper format in the form presented in Annex No. 5 to these Regulations.

12. The Technical Centre processes application for Request cancellation transferred by the Client by phone, and application for the Client's identification code modification within the time limits established for application processing, as indicated in Annex No. 2 to these Regulations.

13. The Technical Centre processes application for cancellation of Request transferred by the Client by phone only if the person having submitted the said application correctly names the following details of the Client at the same time:

- name of the Client;
- number of the Agreement;
- identifier of the Trading Member assigned by the Trading Operator;
- identification code assigned to the Client.

14. The Technical Centre may record phone negotiations of the Technical Centre and the Client on digital medium. The Technical Centre and the Client confirm that they acknowledge the said recording as evidence when resolving disputable situations.

15. Within three (3) business days after transfer of a phone application for Request cancellation to the Technical Centre, the Client must provide the Technical Centre with the said application via EDMS, which application shall be compiled in the form set out in Annex No. 3 to these Regulations. If within the said time limits the Client does not provide via EDMS an application for cancellation of a Request submitted by phone, the Technical Centre may suspend the Client's right to use the Software till provision of an application for Request cancellation via EDMS.

16. Under the Client's application sent to the Technical Centre via EDMS or in paper format, logins and passwords for access to the Software and identification codes can be transferred to the authorised representative of the Client in paper format in a sealed envelope under certificate compiled in the form set out in Annexes No. 6 and No. 7 to these Regulations.

17. Trading Member identifiers provided to the Client by the Trading Operator, as required for functioning of the Software, are independently introduced by authorised representative of the Client upon their personal arrival at the office of the Technical Centre.

18. A Party, for which it became impossible to fulfil obligations under these Regulations, must immediately notify the other Party on the same. In such case, exchange of electronic documents is suspended for the duration of such circumstances.

19. These Regulations come into force from the time of the Agreement signing by the Parties.

20. These Regulations shall expire in case of termination of the Agreement.

**List of documents  
used in document exchange between the Technical Centre and the Client in course of interaction**

1. Application for login registration (message: LOGIN\_REGISTER). It is used to provide information required for registration of a new login, deletion, suspension, or reinstatement of an existing login, as well as for login parameter modification.
2. Application for a TCA registration for login (message: LOGIN\_ACCOUNT). It is used to register a TCA, with the indication of which it will be allowed to perform operations from this login. Provided only upon relevant login registration (clause 1 of this List).
3. Application for registration of a code for targeted application submission (message: OTCCODE\_REGISTER). It is used to register codes for targeted application submission at Trading Operators and on the markets indicated in this application.
4. Application for registration of a login for targeted application submission (message: LOGIN\_OTCCODE). It is used to register correspondence of the login registered with the Technical Centre and codes for targeted application submission. It is provided only upon registration of a code for targeted application submission (clause 3 of this List).
5. Application for registration of correspondence of the main login and Drop-Copy-login (message: LOGIN\_DCLOGIN). It is used, if it's necessary to revise actions performed from one login from another login. Provided only upon registration of relevant logins (clause 1 of this List).
6. Application for registration of a group of clients (message: GROUP\_REGISTER). It is used to register a group that joins the Client's clients in order to receive additional services provisioned by the Software.
7. Application for client adding to a group (message: GROUP\_CLIENT). It is used to add or delete clients to/from an existing group. Provided only upon registration of relevant client group (clause 6 of this List) and client registration at the Trading Operator.
8. Application for registration of a named list of clients (message: TAG\_REGISTER). It is used to register a group, that joins clients and groups of clients of the Client in order to ensure common administration through Software. Provided only upon registration of relevant client group (clause 6 of this List) and client registration at the Trading Operator.
9. Application for trading member level Broker Login qualification as category A trading member level Broker Login. It is used for qualification of a registered trading member level Broker Login as category A trading member level Broker Login. Provided upon registration of relevant login (clause 1 of this List), for login qualification as category A trading member level Broker Login it is also necessary to provide an application for registration of a TCA for login (clause 2 of this List).
10. Notification on identification codes. Provided in accordance with clause 11 of Regulations on Interaction.
11. Application for identification code modification. Provided in accordance with clause 11 of Regulations on Interaction.
12. Application for Request cancellation. Provided in accordance with clauses 10, 13, 15 of Regulations on Interaction.

### **General requirements for document transfer and processing**

1. Documents indicated in Annex No. 1 to the Interaction Regulations (jointly referred to as applications) are compiled in accordance with the forms and formats set out in Annexes to the Interaction Regulations and/ or Specification of electronic documents used in course of interaction between the Parties that constitutes Annex No. 6 to these Terms and Conditions.
2. The Client sends Applications prepared in the forms and format set out in clause 1 of this Annex and signed with Electronic Signature to the electronic EDMS address of the Technical Centre. It is also possible to submit applications in paper format.
3. Actions indicated in applications (the processing) are performed:
  - within the next business day after receipt of the application, if the Technical Centre receives the application in electronic format before 10:30 p.m. Nur-Sultan, the Republic of Kazakhstan, time (response is sent by the Technical Centre on the day of receipt of the application);
  - at the latest on the second business day after receipt of the application, if the Technical Centre receives an application in electronic format after 10:30 p.m. Nur-Sultan, the Republic of Kazakhstan, time (response is sent by the Technical Centre on the day of receipt of the application);
  - at the latest on the third business day after receipt of the application, if the Technical Centre receives an application in paper format before 10:30 p.m. Nur-Sultan, the Republic of Kazakhstan, time (response is sent by the Technical Centre at the latest on the next day after receipt of the application);
  - at the latest on the fourth business day after receipt of the application, if the Technical Centre receives an application in paper format after 10:30 p.m. Nur-Sultan, the Republic of Kazakhstan, time (response is sent by the Technical Centre at the latest on the next day after receipt of the application).
4. The Technical Centre processed application for Request cancellation transferred by the Client by phone immediately after receipt of such application, within the trading day of the Trading Operator.

For ITS Tech Limited Private Company

From \_\_\_\_\_  
(name of the Client)

**Application for Request cancellation**

I hereby withdraw the Requests for Parameter Determination of Orders:

No.	Request identification number ( <b>OrderID</b> )	Date and time of Request registration in Software	Client's gateway identifier ( <b>LoginID</b> )

\_\_\_\_\_  
*(title and full name of the authorised representative of the Client)*

L.S.



\_\_\_\_\_  
(name of the Client)

**Notification on identification codes**

\_\_\_\_\_  
(name of the Client)

**assigned the following identification codes for transfer of applications for cancellation of Request submitted with the use of the Software:**


Authorised representative  
For ITS Tech Limited Private Company \_\_\_\_\_

For ITS Tech Limited Private Company

From \_\_\_\_\_  
(name of the Client)

**Application for identification code modification.**

Please modify the identification codes for transfer of the applications for cancellation of Request submitted with the use of the Software:

Previous code	New code

\_\_\_\_\_  
*(title and full name of the authorised representative of the Client)*

L.S.

**CERTIFICATE**  
**on receipt of user name (login) and access password for the Software**

\_\_\_\_\_ 20\_\_

\_\_\_\_\_ (the Client) hereby confirms that on \_\_\_\_\_  
\_\_\_\_\_ they received from \_\_\_\_\_ (the Technical Centre) the following logins and corresponding  
access passwords for the ITSX Platform Software in accordance with the Interaction Regulations to agreement on IT support  
No. \_\_\_\_\_ dated \_\_\_\_\_:

No.	Login name	Login type (broker/market maker/Clearing Centre's)	Amount

Signature of the Client / authorised representative:

\_\_\_\_\_ / \_\_\_\_\_ /

**CERTIFICATE  
of identification code receipt**

\_\_\_\_\_ 20\_\_

\_\_\_\_\_ (the Client) hereby confirms, that on \_\_\_\_\_  
\_\_\_\_\_ they received from \_\_\_\_\_ (the Technical Centre) the following identification codes for  
transfer of the applications for Request cancellation in accordance with the Interaction Regulations to agreement on IT support  
No. \_\_\_\_\_ dated \_\_\_\_\_:


Signature of the Client / authorised representative:

\_\_\_\_\_/\_\_\_\_\_/

**Characteristics (specification)**  
**of the ITSX Platform Software**  
**Functionality of the Subsystem for connection to trading**

**1. Terms and Definitions**

The following terms and definitions are used in this specification and technical documentation for the Software:

**Exchange** means International Trading System Limited.

**Exchange Information (market data, market information)** means information on the progress and/ or results of Instrument trading: both information on the progress and/ or results of trading of the Exchange, and information on the progress and/ or results of trading of other exchanges obtained by the Technical Centre from the Exchange.

**Broker** means a person being a Trading Member or Clearing Member provided with the right to use the Platform with functionality of the Subsystem for connection to trading.

**External System** means software and hardware complex of the Broker used for interaction with the Subsystem for connection to trading in order to transfer Orders from the said software and hardware complex to the Subsystem for connection to trading and subsequent information exchange between the said software and hardware complex and the Subsystem for connection to trading, as provisioned in this specification and technical documentation for the SW.

**Request** is a set of all data to be indicated in the Order in accordance with the Exchange rules, except for the Order kind corresponding to Liquidity Pool, regarding which the Order can be submitted.

**Order** means an order for execution of a Transaction at the trading of the Exchange.

**Another Exchange** means an exchange other than International Trading System Limited.

**Instrument** means a financial instrument, goods, foreign currency admitted for trading of the Exchange, in view of specific fulfilment (settlement) conditions, trading modes, and other parameters defining terms of execution and/ or fulfilment of Transactions.

**Client** means a person being a client of the Broker for the purpose of Transaction execution at the trading of the Exchange.

**Clearing Organisation** means a clearing organisation or other entity that performs the functions of clearing the obligations under the Trades executed on the Exchange.

**Platform (SW, trading platform, trading system)** means ITSX Platform computer program.

**Order Parameter Determination Subsystem** means functionality of the Platform used by the Technical Centre to determine the Order kind corresponding to Liquidity Pool, in which the Order can be submitted, in accordance with the Terms and Conditions.

**Subsystem for Connection to Trading** means functionality of the Platform meant for performance of trading and OTC operations, for translation of Exchange Information. Each Broker connecting to the Platform obtains separate access to a copy of the Platform with the use of individual user logins.

**Clearing Rules** mean the Rules of clearing activity of the Clearing Organisation.

**Liquidity Pool** means a trading mode or an auction (term of trading) within the framework of a trading mode of the Exchange, in which the Broker may submit an Order as a result of Order parameter determination by the Technical Centre.

**Transaction** means an agreement regarding an Instrument (being) executed at the trading of the Exchange on the basis of an Order.

**Trading System** means software and hardware complex used by the Exchange for the purpose of trading.

**Technical Centre** means ITS Tech Limited Private Company

**Terms and Conditions** mean terms and conditions of IT support services provision of ITS Tech Limited Private Company.

**2. Key functions of the Subsystem for connection to trading**

Functionality of the Subsystem for connection to trading of the Platform includes the following:

- 2.1. Forming of the Orders, their sending to the Exchange, in particular, for the purpose of full or partial termination of obligations under previously executed Transactions, maintenance of Order statuses (progress reports), and notification of the Broker on their fulfilment (change).
- 2.2. Processing of information on Orders and Transaction registered with the Exchange.
- 2.3. Forming and sending of Requests to the Order Parameter Determination Subsystem.
- 2.4. Translation of non-anonymous Exchange Information, i.e. Order progress reports, as well as reports on Transactions.

- 2.5. Receipt and translation of anonymous Exchange Information.
- 2.6. Storage of data on the Clients, trading and clearing accounts, instruments, and other settings used in the Subsystem for connection to trading.

### 3. External System interaction with the Platform

The Subsystem for connection to trading provides for several gateway types for interaction with External Systems.

1. Transaction gateway:
  - 1.1. Transaction (trading) gateway (GW);
  - 1.2. Transaction history view gateway (DC-GW);
2. Market data recovery gateway (MD-GW);
3. Risk management gateway (risk – GW).

Transaction gateways are implemented in two interfaces: (1) binary protocol and (2) protocol FIX 5.0 SP2 (See *Transaction gateway of binary protocol* and *Transaction gateway of FIX protocol* documents for more information).

Trading gateway is meant for submission of transaction requests (Order submission and withdrawal) and non-anonymous market data receipt by the Broker.

Within the framework of the view gateway, the Subsystem for connection to trading provides for translation of non-anonymous market information, i.e. information on fulfilment (Transactions) and statuses of the Broker's Orders.

Gates for translation of anonymous market data are also implemented in two interfaces: (1) binary protocol and (2) protocol FIX version 5.0 SP2 with the use of compression under FAST standard (See *Market Data Translation (Binary Protocol)* and *Market Data Translation (FIX/FAST 1.1)*) documents for details). Anonymous market data translation gateway performs unidirectional transmission of several market data flows of the Exchange. The following data channels can be available in the said category of information:

- Statistical parameters of trading;
- Depersonalised Transaction flow;
- Best price flow;
- Other flows, if this is provisioned in technical documentation published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

List of data channels available for different Instrument groups is disclosed in technical documentation for the SW published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

Risk management gateway is implemented in one interface that is binary protocol (for more information see the *Binary Protocol Risk Management Gateway* document). Risk management gateway provides access to data regarding members and trading parameters, and allows trading member limit management. The gateway translates the following data flows:

- Flow of clearing transactions and transfers;
- Flow of clearing positions;
- Flow of means status;
- Flow of margin rates;
- Flow of risk parameters;
- Flow of trading member directories;
- Flow of instruments;
- Flow of system information.

Gateways are accessed with the use of logins with different access rights (possible rights and other settings of logins are described in Section 4 of this Specification and *Electronic Document Specification to the Interaction Regulations of the Technical Centre and the Client*, as disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section).

For the purpose of interaction of External Systems with the Platform, each Instrument falls into one of the following sections:

Section code	Section name
EBOND	Eurobonds
EQF	Foreign securities



#### **4. Rights of logins for access to the Subsystem for connection to trading**

The Subsystem for connection to trading provides for three types of user logins in terms of Trading Member status at the Exchange:

1. market maker logins, i.e. user logins with the rights to submit Orders at the trading of the Exchange upon performing of market maker's obligations;
2. broker logins, i.e. user logins without rights to submit Orders at the trading of the Exchange upon performing of market maker's obligations. List of Trading Members performing obligations of a market maker, information on changes in the market maker status of certain Trading Members, as well as on other details of agreements, the subject matter of which is fulfilment the market maker's obligations required to register logins provided by the Exchange to the Technical Centre;
3. logins of the Clearing Centre, i.e. user logins, the right to use which is only provided to the person acting as the central counterparty at the trading of the Exchange.

There are following types of market maker logins: login for one Client, login for a group of Clients, login for a named list of Clients; market maker login cannot be login of a Clearing Member and/ or login of a Trading Member. Short codes of the clients having access to operations with the use of this login must be authorised by the Exchange for such operations by way of transfer of relevant information to the Technical Centre.

Broker Logins provide for access to the Subsystem of External System trading connection for mass serving of the Broker's clients, and by default the following login types are available: Clearing Member login and Trading Member login. The possibility to use broker logins for one short code of a Client, a group of short codes of Clients or a named list of short codes of Clients for a certain group of Instruments is set in *Specifics of ITSX Platform Login Use*, as disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

By default, the Technical Centre sets the right to submit additional liquidity orders, as set out in clause 7.4.5 of this Specification, only for logins of the Clearing Centre. The possibility and condition of provision by the Technical Centre of the right to submit additional liquidity Orders of additional liquidity Auction or to send an offset order of closing Auction (as defined in the trading rules of the Exchange) for other login types is set out in *Specifics of ITSX Platform Login Use*, as disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

The right to use the Order parameter determination functionality for various types and kinds of logins is set in *Specifics of ITSX Platform Login Use*, as disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

Further information on the types of logins, their rights, and other parameters is presented in *Electronic Document Specification to the Interaction Regulations of the Technical Centre and the Client*, that is disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

#### **5. Receipt of anonymous Exchange Information**

- 5.1. Anonymous Exchange Information required to perform functions of the Subsystem for connection to trading is translated by the Exchange to the Subsystem for connection to trading of the Broker in accordance with the existing connections of this Broker to market data of the Exchange.
- 5.2. The Technical Centre may set other requirements regarding technological specifics of anonymous Exchange Information receipt by the Broker in technical documentation published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

#### **6. Use of anonymous Exchange Information**

- 6.1. Anonymous Exchange Information is used by the Subsystem for connection to trading for further translation to External Systems for the purpose of its translation to the end users (clients of the Broker).
- 6.2. Subsystem for connection to trading converts initial anonymous Exchange Information into common information distribution format described in Section 3 of this Specification.
- 6.3. Contents and formats of Exchange Information are described in more details in *Market Data Broadcasting* documents, that are disclosed on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

#### **7. Sending of Orders and Requests**

- 7.1. Subsystem for connection to trading sends Order for trading of the Exchange to certain Liquidity Pool or Request to the Order Parameter Determination Subsystem.
- 7.2. Requests are sent to the Order Parameter Determination Subsystem in cases provisioned in the Terms and Conditions. In other cases, on the basis of Requests the Subsystem for connection to trading sends relevant Orders to Liquidity Pool accessible for the Broker to the Trading System of the Exchange.
- 7.3. If an Order is submitted on the basis of a Request, Request cancellation results in withdrawal of the Order.
- 7.4. Sending by the Subsystem for connection to trading of an Order to the Exchange for additional liquidity of Additional Liquidity Auction or sending of an Offset Order of the Closing Auction is possible only with the use of the login, to which the Technical Centre assigned the right to submit Orders for additional liquidity.

7.5. Connection and transaction interaction of the Subsystem for connection to trading with the Trading System of the Exchange and with the Order Parameter Determination Subsystem is performed through internal subsystem interaction protocol of the Platform.

### **8. Order sending to trading of the Exchange for the purpose of full or partial termination of obligations**

The Subsystem for connection to trading can be used by the Broker to submit Orders to the Exchange for performance of Transactions for the purpose of full or partial termination of obligations under previously performed Transactions on the basis of information on the Orders to be submitted received from the Clearing Organisation. Subsystem for connection to trading transfers information on fulfilment or non-fulfilment of the said Orders to the Clearing Organisation. Exchange of information on Orders and their progress status between the Subsystem for connection to trading and Clearing Organisation is ensured through internal protocol of the Platform.

### **9. Settings of the Subsystem for Connection to Trading**

- 9.1. To ensure correct functioning of the Subsystem for connection to trading, prior to work with it, the Broker must indicate the necessary set of settings, and later on introduce necessary changes to the existing settings, as well as add new settings.
- 9.2. Settings required for functioning of the Subsystem for connection to trading, in particular, include correspondence of short codes of the Clients and TCA used to perform Transactions for the purpose of full or partial termination of obligations under previously performed Transactions.

### **10. Specifics of Functioning of the Subsystem for Connection to Trading**

- 10.1. If the Broker indicates wrong settings of the Subsystem for connection to trading, in particular, enters non-existent or outdated setting values, as well as indicates incorrect correspondence between the settings, functioning of the Subsystem for connection to trading in accordance with the characteristics declared is not guaranteed, and the Technical Centre is not responsible for its improper functioning.
- 10.2. It is possible, that the Subsystem for connection to trading functions improperly in cases caused by the following:
  - unregulated change of trading schedule of the Exchange, that is not reflected in settings of the Subsystem for connection to trading;
  - suspension of trading of the Exchange, including, without limitation, suspension as a result of a technical failure;
  - technical failure in components of the Subsystem for connection to trading responsible for Exchange Information distribution;
  - violation of communication channel functioning both in terms of Exchange Information receipt, and Order submission.

### **11. Requirements for Brokers and Their External Systems**

- 11.1. Connection to the Subsystem for connection to trading is allowed only subject to successful certification of software used for connection to the Subsystem for connection to trading (Certification). Certification is carried out by the Technical Centre in accordance with the procedure approved by it, that is published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.

If based on results of Certification the Technical Centre acknowledges, that the External System connected to the Subsystem for connection to trading failed the Certification, such External System is disconnected from the Subsystem for connection to trading within the time limits set out by the Technical Centre (but in any case minimum 3 business days), that is indicated in notification of the Technical Centre sent based on results of Certification.
- 11.2. The Technical Centre carries out External Systems classification based on criteria set by it, and assigns them the Broker System or Automated Trading System statuses. Classification criteria are defined by the Technical Centre and published on the web-site at <https://itsx.kz> in the Services - ITS Tech Section.
- 11.3. Unless otherwise provisioned by the Technical Centre, connection to the Subsystem of connection to trading with the use of trading member level broker logins is allowed only with the use of External Systems having the Brokerage System status (it is prohibited to use External Systems having the Automated Trading System status).
- 11.4. Unless otherwise provisioned by the Technical Centre, connection to the Subsystem for connection to trading with the use of market maker logins or trading member level category A broker logins is allowed with the use of software classified as a Broker System and/ or Automated Trading System.
- 11.5. Responsibility for enforcement of restrictions in terms of use of the above logins is assigned to the Broker performing connection to the Subsystem for connection to trading.
- 11.6. If relevant instruction is received from the Trading Operator or the fact is detected of the use of trading member level broker logins by an External System classified as Automated Trading System or other undue fulfilment of Broker's obligations within the framework of this specification, the Technical Centre may apply the following measures:
  - restrict fully and/ or regarding certain short codes of the Broker's client the list of Liquidity Pools available for such logins for the purpose of Order parameter determination till the end of current trading period or trading day;

- block such logins in full and/ or regarding certain short codes of the Broker's client till the end of current trading period or trading day;
  - in case of multiple violations of the terms of this specification, unilaterally suspend such logins in full and/ or regarding certain short codes of the Broker's client;
  - in case of multiple violations of the terms of this specification, regardless of the set of logins available to the Broker, block all logins of the Broker in full and/ or regarding certain short codes of the Broker's client.
- 11.7. The Technical Centre may apply restrictions on the Broker's login indicated in clause 11.6. in full and/ or regarding certain short codes of the Broker's client, in particular, if:
- During a trading day (operating day), there is a situation, when the number of Requests submitted to the Order Parameter Determination Subsystem or the number of Orders submitted to the Subsystem for connection to trading exceeds 5 per second;
  - During a trading day (operating day), there is a situation, when the number of Requests submitted to the Order Parameter Determination Subsystem, or the number of Orders submitted to the Subsystem for connection to trading exceeds 2 per second, and all of them are submitted regarding the same Instrument with the same direction (sales/ purchasing);
  - During a trading day (operating day), more than 10 times there occurs a situation, when the Client sends a Request and an application for cancellation of the said Request within 1 second;
  - During a trading day (operating day), the Client submits over 150 Requests to the Order Parameter Determination Subsystem or over 150 Orders for less than 100 securities each;
  - During a trading day (operating day), the ratio of Orders submitted to the Subsystem for connection to trading, on the basis of which Transactions are performed, to the total number of Orders submitted to the Subsystem for connection to trading is below 5 per cent;
  - Transfer of requests to the Subsystem for parameter determination of Orders or orders, requests for Order cancellation to the Subsystem of connection to trading threatens uninterrupted functioning of the Subsystem of connection to trading and/ or negatively affects the possibility of normal use of the Subsystem of connection to trading by other Brokers.

**AGREEMENT**  
**on the Use of the Document Exchange System**

**Article 1. Terms and Definitions**

**Company** means ITS Tech Limited Private Company.

**Client** means a client having signed an agreement with the Company.

**Technological Key Holder** means the Party having generated the Key Pair for Electronic Document exchange with the use of the System's communication functionality.

**Document prepared with adherence to written form means** Legal communication in the form of:

- A document compiled and presented on physical medium, with the original seal (if any) and handwritten signature. Delivery options for such a document are: hand over in person or by mail to the address of the Client or the Company;
- Electronic document with Digital Signature, including a random Electronic Document, which allows identifying the sender by sending an e-message to a specific recipient (Party) by means of a communications feature in the System.

**Key** means a unique sequence of characters meant to create Digital Signature.

**Key Information** means information contained in the Technological Key and relevant Public Key.

**Key Pair** means the Technological Key and relevant Public Key.

**Key Compromise** means the breach of confidentiality of the Technological Key, when the value of the key becomes known to a person who is not the Technological Key Holder.

**Public Key** means a Key created in pair with an Access Key by means of an asymmetric algorithm, which is used for the Transport File encryption, Transport File integrity confirmation, and the Access Key verification.

**Authentication of Electronic Document** means positive result of the verification of the confirmed addresses of the sender of an Electronic Document and the Public Key Certificate of the Transport File, which is registered by the Company in the System, and the absence of errors in the Transport File.

**Public Key Certificate** means a paper document containing a Public Key created by the Party, which is the Technological Key Holder, information on the Technological Key Holder, and area of application of the Technological Key signed by the head of the Party being the Technological Key Holder and confirming, that the Public Key belongs to its holder. The system uses PKI standard (Public Key infrastructure) X.509 for the Public Key certificates. The operational procedure of the PKI is described in RFC 1422, and the format is described in RFC 5280.

**Document Exchange System (the System)** means the information system of the Company designed for the exchange of Electronic Documents, which includes a combination of software and hardware and organisational measures to prepare, certify, transfer and process electronic documents using telecommunication channels. The System helps to exchange Electronic Documents, ensuring the authenticity, invariance and authorship of Electronic Documents.

**Electronic Document Status** means the state of an Electronic Document in the System that clearly corresponds to the stage of the Electronic Document processing by a Party.

**Party** means a Company and any other legal entity that accedes to this Agreement.

**Technological Key** means a Key known only to its owner, generated with the help of asymmetric algorithm and used to create Digital Signature of the Transport File and decrypt the data encrypted on the Public Key corresponding to the Technological Key.

**Transport File** means an exchange file format, which helps to ensure the Authentication of Electronic Document, invariance and authorship of Electronic Document.

**Electronic Document** means recorded information presented in electronic form, that is, in the form that is acceptable for perception with the help of electronic computer equipment, and for its transfer via information and telecommunication networks, or processing in the System.

**Digital Signature** means information in electronic form attached to or otherwise associated with other information in electronic form (the information to be signed) and used to identify the person signing the information.

**Legal communications** mean messages, appeals, statements, notifications, demands, orders, which the Parties exchange by means of the System, which are essentially Documents prepared with the adherence to prescribed written form. Legal communications made with any prescribed method are acknowledged by the Parties as communications containing the declaration of intention of the Party that sent it. The Parties acknowledge the receipt of such communications as a juridical fact.

## **Article 2. Parties and Procedure of Execution of Agreement**

2.1. Any legal entity may become a Party of this Agreement.

2.2. Joining to the Terms and Conditions of this Agreement is ensured by way of execution by a Party of an Agreement on IT support with the Company.

## **Article 3. Subject of the Agreement, General Provisions**

3.1. This Agreement establishes general cases and procedures for electronic document exchange.

3.2. The Parties agree that:

3.2.1. For the exchange of Electronic Documents between the Parties, including in the process of transactions ("Process"), they may use the following System:

3.2.2. Electronic Documents are Documents prepared with the adherence to prescribed written form equally valid and binding to documents on physical medium with personal handwritten signatures by the Parties or their authorised representatives with the signatory right, if the Electronic Documents are delivered by the agreed exchange channels and the following conditions are observed:

- The Recipient Party of the Electronic Document has the confirmation of the authority of the Sender Party representative;
- Public Key of the recipient Party is registered by the Company before Electronic Document transfer;
- Public Key of the Sender Party is still valid at the moment of verification or at the moment of signing of the Transport File, subject to evidence of the moment of signing.

3.2.3. Technological Key is deemed owned by the Party or its authorised person, in the name of which (whom) the Company registers a Public Key in the System under the procedure set out in clause 6 hereof.

3.2.4. Electronic document is deemed sent by a Party, if the Transport File containing the electronic document is signed with a technological key (has a Digital Signature created with the use of the Technological Key), the Public Key of which is registered in the name of the Party or a person authorised by it under the procedure set out in clause 6 hereof.

3.3. The Party, in the name of which (or in the name of whose authorised person) the corresponding Public Key is registered shall bear the risk of unlawful signing of the Transport File with the Technological Key. The Party that uses the Technological Key must protect its confidentiality.

3.4. The Parties acknowledge and approve the transactions made as a result of Electronic Documents exchange with the use of the System.

3.5. The Parties acknowledge, that the Process was duly delivered by the System, and receipt of the Process is duly confirmed, if it is sent to the System and a receipt is obtained confirming, that the System received the Transport File (Electronic Document Status of Delivered to the System is acknowledged).

3.6. Digital Signature of the Transport File shall be verified by the Company/ Party using the means available to the Parties, which allow such verification. The result of the verification is a conclusion confirming the authorship of the Party and invariance of Electronic Document.

3.7. In case of negative result of Digital Signature verification, Electronic Document Status changes to Document Declined. In case of successful Digital Signature verification for Electronic Document, the Parties acknowledge the Electronic Document Status of the Document Accepted.

## **Article 4. Responsibilities of the Parties**

4.1. The Parties undertake to ensure following:

4.1.1. provide the workplaces with software and hardware through their own effort;

4.1.2. assign persons responsible for work in the System, otherwise the head of the Party is deemed responsible for work in the System;

4.1.3. appoint a Security Administrator who is responsible for the generation, record-keeping and security of the keys used in the System, for the protection from unauthorised access and maintaining of the operational state of the signature tools;

4.1.4. bear the risks associated with the operability of their equipment and communication channels;

4.1.5. ensure access to the System only to persons authorised to sign documents;

4.1.6. never initiate actions that can potentially cause damage to the System and the other Party during the use of the System (for example, network attacks, Denial-of-Service attacks, virus attacks, scanning, etc.);

4.1.7. timely inform the other Party about all the incidents of technical faults or other incidents that hinder document exchange;

4.1.8. timely notify each other about any identified potential security threats to adopt coordinated measures for threat neutralisation;

4.1.9. observe the requirements of specifications and operating documentation for the software and hardware of the System.

4.2. The Parties shall conduct a scheduled Public Key Certificate replacement no later than 15 days before the end of the certificate validity period.

4.3. The Parties shall arrange the archive storage of the Electronic Documents for the validity period of their paper medium equivalents.

4.4. It is recommended that the Parties develop and implement measures to ensure information security in the System as follows:

- confidentiality, integrity and availability of software and hardware;
- confidentiality of the transferred Electronic Documents;
- integrity and availability of the event registration protocols;
- confidentiality and integrity of the valid Key and password data;
- establish the internal mode of operation for the workplace of a person responsible in such a way as to exclude the possibility of the System use by the persons who are not authorised to work with them;
- ensure that the data related to the information protection technology used in the System remains a secret.

## **Article 5. Rights of the Parties**

5.1. The Parties may:

5.1.1. address the Company in order to set restrictions and suspend the use of the System in cases of undue fulfilment of the Agreement by another Party;

5.1.2. replace software and hardware interacting with the System;

5.1.3. suspend the operations in the System due to technical issues, until the operability is restored;

5.1.4 ensure scheduled and unscheduled replacement of the Technological Key, Public Key, and Public Key Certificate on their own initiative, subject to notification of the other Party at least 2 business days (in case of unscheduled replacement), and at least 15 business days (in case of scheduled replacement) in advance.

## **Article 6. Cases and Procedure of Technological Key Usage**

6.1. In accordance with the Agreement, the Technological Key shall be used for exchange of any Electronic Documents, including for the purpose of transactions.

6.2. Public Key must be registered in the Company.

6.3. An Electronic Document may be signed only with the use of an Technological Key, for which the Public Key is duly registered by the Company.

6.4. A Party may not cite the absence of the Public Key of the Electronic Document sender in its possession (in the possession of its authorised person), if such Public Key is registered by the Company.

6.5. Any Electronic Document that has not passed verification and authentication is not legally binding.

6.6. An Electronic Document that belongs to a Party (or its authorised person) and received by the other Party, shall not be binding if the recipient is notified by the sender or the Company, before he receives that Electronic Document, that the person, in whose name the Public Key is registered in the System, does not have the relevant authority, and/or of other circumstances that prove that the Party (or its authorised person), in whose name the Public Key is registered in the System, cannot sign such Electronic Document in a given moment of time, and/or that the Public Key is no further used (the Public Key is suspended, or the Public Key Certificate is invalidated).

6.7. Parameters and algorithms used to form and check the Technological Key are defined in technical documentation and standards referred to therein, or Public Key Certificate.

6.8. The Parties independently generate Technological Keys and relevant Public Keys using available means under the procedure published on the Company web-site at <https://itsx.kz> in the Services - ITS Tech Section.

6.9. Public key parameters:

- signature algorithm: RSA;
- key length: 2048 bit;



- hash algorithm: sha256.

6.10. The Public Key Certificate must in all cases contain the following:

- Internal Name - internal name to identify the certificate
- Country Name - country code, resident of which is the Client (for Kazakhstan the code should be KZ).
- State or Province Name - province/region of the Client registration (e.g. Nur-Sultan)
- Locality Name - city, e.g. Nur-Sultan
- Organisation Name – full name of the organisation in accordance with its constituent documents
- Organisation Unit Name - the name of the organisation's unit
- Common Name – Surname, name, patronymic (if any) of the responsible person being the Technological Key Holder.
- Email Address means e-mail of responsible person being the Technological Key Holder.

6.11. Hash and signature generation algorithms and Public Key parameters may be replaced by stronger ones if mutually agreed by the parties.

6.12. The Parties agree to trust Public Keys registered in the System.

6.13. Public Key file for registration is transferred in X.509 format (Base64 or DER coding, .cer, .crt) or PKCS#7 (.p7b) to the Company e-mail at [mem@itsx.kz](mailto:mem@itsx.kz).

6.14. The Client prints their Public Key Certificate in paper format, signs through its responsible person or head, seals with the stamp of organisation (if any), and transfers to the Company. If Technological Key is issued for representative of the Party by power of attorney, the Party also transfers a copy of the letter of attorney for the representative to the Company. Model form of Public Key Certificate is presented in Annex No. 2 to this Agreement. Model form of a letter of attorney for representative is presented in Annex No. 4 to this Agreement.

6.15. In order to speed up the process of Public Key registration in the System, the Parties transfer scanned copy of the Public Key Certificate along with the certificate file and scanned copy of the letter of attorney for the representative to the Company e-mail at [mem@itsx.kz](mailto:mem@itsx.kz).

6.16. By the next business day after receipt of Public Key file, scanned copy of Public Key Certificate, and letter of attorney, responsible expert of the Company checks contents of the scanned copies and checks data in the scanned copies against the Public Key file.

6.17. Upon completion of control and reconciliation, they send notification to the Party on the check results (with the indication of the date of the public key registration or the reason for refusal to register it).

6.18. If the check is successful, responsible expert of the Company registers the Public Key in the System on the date indicated in the notification of the Party on the Public Key registration.

6.19. The Parties shall take all necessary measures to protect confidentiality of the Keys.

6.20. In case of Key Compromise (or such substantiated suspicions) the Party shall:

- stop the transfer of Electronic Documents in the System and immediately (if that is not possible, then within 1 work day) notify the Company of the fact of the Key Compromise;
- generate a new Technological Key, Public Key;
- transfer to the Company a file with new Public Key along with an application for the new Public Key registration;
- ensure, that the Company withdraws registration of the Public Key of the compromised Technological Key;
- check, that the Company registers the new Public Key;
- restore the operation in the System subject to coordination with the other Party.

6.21. The following procedure is applied for Electronic Document transfer:

- the sender Party creates the Electronic Document with available tools;
- the sender Party performs the logical control, structural control, and control of invariance of the Electronic Document.
- the sender Party forms a Transport File, forms Digital Signature with the use of the Technological Key;
- the sender Party checks successful transfer of the Transport File with Digital Signature.

## **Article 7. Reconciliation of Disagreements**

7.1. In case of disputes between the Parties related to the exchange of the Electronic Documents, the Parties shall, before initiating any legal action, follow the claim procedure for reconciliation.

7.2. The claim shall include:

- a) demands of the applicant;
- b) amount of the claim and corresponding justified calculation, if the claim is subject to monetary appraisal;
- c) circumstances, on which the demands are based, and relevant evidence;
- d) list of documents and other evidence attached to the claim;
- e) other information required for reconciliation.

7.3. The claim shall be considered within thirty (30) days from the receipt.

7.4. The response to the claim shall include the list of claim items that are accepted and those that are not accepted.

7.5. If a claim is fully or partially rejected, then the response to the claim shall include the following information:

- a) justified reasons for rejection with reference to the relevant regulations and laws;
- b) evidence that supports the rejection;
- c) list of documents and other evidence attached to the response.

7.6. The claim and the response to the claim are both sent in written form, using the means of communication that allow registering the fact of dispatch, or shall be handed in against the receipt.

7.7. If a claim is fully or partially rejected, not satisfied, or if the applicant does not receive a response to the claim in time, he may initiate legal action.

#### **Article 8. Dispute Resolution Venue, Applicable Laws**

8.1. Any disputes between the Parties shall be considered in the Court of the Astana International Financial Centre, in accordance with its Regulations.

8.2. This Agreement and associated relationship between the Parties shall be governed by the laws of the Astana International Financial Centre.

#### **Article 9. Expert Evaluation Procedure**

9.1. To resolve a dispute about the authentication of an Electronic Document, and a dispute about the contents, existence or lack of changes in the contents of an Electronic Document, the following shall be used:

- a) a Public Key registered in the name of the Party (authorised person of the Party);
- b) text of the Electronic Document, which caused the dispute;
- c) Public Key Certificate.

9.2. The inspection shall be performed by the Parties on their own in accordance with the requirements of standard x.509.

9.3. In case of disputes related to the exchange of Electronic Documents, an expert evaluation may be conducted, with the involvement of the Company.

9.4. To check the Public Key used in the expert evaluation, it is verified against the Public Key described in the Public Key certificate.

9.5. The availability of the Digital Signature of the relevant Party or its authorised person in the Transport File and the invariance of the Electronic Document from the moment of signing of the Transport File shall be considered confirmed if the signature verification is successful.

9.6. If the verification described in clauses 9.4 - 9.5 is of this Agreement is not successful, the result is negative and it is considered that the Transport File does not contain the signature of the relevant Party or its authorised person, or that the Electronic Document has been modified after the signing of the Transport File.

9.7. To resolve disputes about the recipient and time of receipt of Electronic Documents sent via the Service, such circumstances shall be determined by the Company based on the Electronic Document received from the recipient Party (Notifications), which contains the following data:

- a) number of the Electronic Document received by the recipient Party, assigned by the System;
- b) addresses of the sender Party (authorised person of the sender Party) and the recipient Party (authorised person of the recipient Party) in the System;
- c) Digital Signature of the sender Party (authorised person of the sender Party), contained in the Transport File;
- d) Digital Signature of the recipient Party (authorised person of the recipient Party) under the above-mentioned information;
- e) date and time of receipt of the Notification by the Company.

9.8. Based on the results of the expert evaluation, a conclusion is prepared on physical medium, which shall include:



- a) information contained in the signed Electronic Document, as hexadecimal representation;
- b) the above-mentioned information, converted to text using cp1251 encoding (see Annex No. 1 to the Agreement);
- c) conclusions on the presence or lack of the sender Party's (Party authorised person's) Digital Signature in the Transport File in the Electronic Document;
- d) conclusions about the presence or lack of modifications in the Electronic Document after the signing of the Transport File of the recipient Party (Party authorised person) with the Digital Signature.
- e) Party (Party authorised person), in the name of which the Public Key is registered (sender of the Electronic Document);
- f) recipient and time of the Electronic Document receipt by the System.
- g) recipient and time of sending of this Electronic Document to the recipient Party.

#### **Article 10. Burden of Evidence for Dispute Resolution**

10.1. In case of disputes regarding the presence of the Digital Signature in the Transport File, the burden of evidence is on the Party that does not agree with the presence of the Digital Signature in that Transport File.

10.2. In case of disputes about the modifications in an Electronic Document after the signing of the Transport File, the burden of evidence shall be on the Party that claims that that Electronic Document was indeed modified.

10.3. In case of disputes about the fact of an Electronic Document receipt by one of the Parties, the burden of evidence shall be on the Party that does not agree with the fact of receipt of the Electronic Document.

#### **Article 11. Responsibility**

11.1. Each Party shall be responsible for the contents of Electronic Documents owned by the Party (or its authorised person) as prescribed in this Agreement.

11.2. The Parties shall be responsible for the confidentiality and procedure of use of Access Keys.

11.3. Each of the Parties acknowledges and accepts the risks associated with the use of the System, including, but not limited to, risk of delay, loss of data, breach of confidentiality, forgery, falsification and impact of malicious software.

11.4. The Party that has allowed Key Compromise shall be responsible for the Electronic Documents till the moment of the official notification of the Company about the invalidation (revocation) of the corresponding Public Key.

11.5. In case of loss, the Party that has not fulfilled (or has not properly fulfilled) its obligations under the Agreement shall be liable to the other Party for the incurred loss.

11.6. The Company shall not be liable for the loss of the Parties that occur due to failure to fulfil or improper fulfilment of any Party (authorised person of the Party) of the obligations established in this Agreement and other regulations of the Company.

11.7. The Parties shall be relieved of responsibility for failure to perform or improper performance of their obligations under the Agreement, if that was a consequence of force-majeure circumstances that occurred after the effective date of the Agreement, due to extraordinary events, which could not be foreseen or prevented by reasonable measures. A Party shall immediately notify the other Party about the occurrence and cessation of force-majeure circumstances that prevent it from performing its obligations under the Agreement, and the term of the obligations shall be extended by the duration of such circumstances.

#### **Article 12. Miscellaneous**

12.1. The relationship between the Parties shall be governed by the revision of the Agreement effective at the moment of submitting of the Electronic Document, the Transport File of which has been signed with Digital Signature.

### **Annex No. 1 to the Agreement on the Use of the Document Exchange System**

#### **Table of equivalence of the printed symbols and their hexadecimal codes**

The following table shows the representation of binary data in hexadecimal format and text. The table corresponds to the cp1251 code table used in Microsoft Windows.



**Annex No. 2  
to the Agreement on the Use of the Document Exchange  
Services**

Sample Form for Printed Certificate

Public Key Certificate

Full name of the Technological Key Holder:

Date of generation:

Valid from January 01, 2022, to December 31, 2022

Version:	V3
Serial number:	00 00 00 01
Signature algorithm:	sha256RSA
Valid from:	January 01, 2022, 0:00:00 (GMT+06:00)
Valid until:	December 31, 2022, 23:59:59 (GMT+06:00)
Owner (CN):	
Unit (OU):	
Organisation (O):	
City (L):	
Region (S):	
Country (C):	
Mail (E):	
Public Key:	RSA (2048 bit) 30 82 01 0a 02 82 01 01 00 87 17 c8 8e 57 1d 14 86 3e 03 86 ef 33 4d 43 44 03 1e ef 94 77 b3 4d c5 93 10 f4 3d 0c 5c 05 7f 33 5a cd 95 36 f4 85 84 2d c0 15 83 d4 a6 5e ee 3b bb d3 31 ed 41 49 58 9d c3 73 76 14 57 29 e1 aa dc 38 42 07 48 9a 5e 4f a3 fa e2 8e 23 23 28 c4 6f 01 8a 7e 57 6f 2c cb 4f 0f 15 a6 5c 6e c3 3b 5e 24 a4 30 b5 6c e4 7c 8c 39 c2 b2 40 51 80 40 c7 31 a2 64 3b ca 5d 53 54 a3 5d 38 79 a0 25 82 3b 34 3b 47 da c2 cd db f4 dd 07 ef 4b 92 f7 f2 91 a1 42 7a 7a 01 fd d5 8b 14 97 39 5b 67 1c 63 07 47 1c e3 b9 ba 15 bb 48 73 73 47 da 83 d2 c2 20 38 76 c7 e9 e1 b0 1e 28 4c 76 66 65 96 03 49 31 df 18 da 3a 0d 1d 69 71 50 a6 f0 88 5b a2 83 f4 74 a1 b8 25 f6 a6 33 3d ec bb 2a a1 65 67 89 07 4e 8b 86 93 3c d0 b9 d3 d7 12 1f ae ff f7 fe 41 b1 ce 81 51 b7 20 87 2f 0b 43 fa a0 49 bd 02 03 01 00 01
Fingerprint algorithm:	sha1
Fingerprint:	8a 16 b4 5c 3b 86 f9 84 31 d9 4e 68 89 3c 0c e1 d0 2a 0f 0e

Public Key verification result: valid. Verified on July 1, 2022, 0:00:00 (GMT+06:00).

Authorised Person

Signature \_\_\_\_\_

L.S.  
\_\_\_\_\_, 20 \_\_\_\_

**Annex No. 3  
to the Agreement on the Use of the Document Exchange  
Services**

Sample Form for Printed Public Key

Full name of the Technological Key Holder:

Date of generation:

Signature algorithm:	sha256RSA
Public Key:	RSA (2048 bit) 00:a0:67:7c:2f:c8:de:00:06:da:b0:03:33:0d:c7: 81:41:e0:59:19:bf:7c:59:99:81:74:d1:03:4d:43: f2:1b:7d:08:33:13:7c:0c:06:b0:cc:29:2e:1b:81: 74:83:d2:dc:a0:61:96:85:6c:11:ed:85:db:3b:ed: c7:b7:3c:29:17:5e:41:87:80:9e:2e:3e:74:0a:93: 87:03:74:dc:f9:a6:60:3a:ce:63:6a:6a:18:3d:8d: 99:02:df:0d:13:6b:68:9e:d5:96:55:10:c4:0e:33: 73:01:a8:04:10:dc:59:12:94:40:22:f5:e8:2c:43: 94:18:6d:82:cc:71:ff:b5:da:bf:cd:55:b9:55:01: 72:74:85:da:a6:7d:61:d1:fb:1f:98:cf:c4:40:80: 27:9f:fe:a5:1c:01:8f:e5:59:8d:12:d2:ea:fc:84: 4a:c1:13:80:ed:d2:8f:16:3f:76:76:29:f9:00:81: 49:ae:6f:6a:8c:62:8a:d2:4c:18:6a:0c:69:8f:52: 09:47:4e:45:37:37:cd:b8:30:5f:f1:79:c5:0e:62: 0d:bc:5a:ee:13:19:3e:46:94:f0:03:ff:e5:cb:99: 43:63:51:84:16:53:86:7e:9b:b4:13:c9:31:85:cf: a2:e8:97:2b:8b:b3:34:16:19:03:05:84:a3:20:aa: 5f:95

Verification result: valid. Verified on July 1, 2022, 0:00:00 (GMT+06:00).

Authorised Person

Signature \_\_\_\_\_

L.S.

\_\_\_\_\_, 20 \_\_\_\_

**Annex No. 4  
to the Agreement on the Use of the Document Exchange  
Services**

Form  
of the Letter of Attorney for representative

city of \_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(full name of organisation, including the legal form, Taxpayer Identification Number or Foreign Corporate Code)*

(the Principal) in the person of

\_\_\_\_\_  
*(title)*

\_\_\_\_\_  
*(full name)*

acting on the basis of

authorises

\_\_\_\_\_  
*(full name)*

\_\_\_\_\_  
*(passport series and number, issued by and date of issuance)*

(the Authorised Person):

act as authorised representative of the Principal and Technological Key Holder acting in the name of the Principal within the framework of Electronic Document exchange in accordance with Terms and Conditions of Informational and Technical Support Service Provision of ITS Tech Limited Private Company, and sign Electronic Documents transferred via the Document Exchange System in the name of the Principal

This letter of attorney is valid till \_\_\_\_\_, 20 \_\_\_\_.

Signature of the Authorised Person \_\_\_\_\_ I certify.  
*(full name) (signature specimen)*

*Position and name of the Head of the organisation*

*Signature of the head of the organisation*

*Seal of organisation (if any)*

SPECIFICATIONS OF ELECTRONIC DOCUMENTS

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## List of changes

Document version	Date of change	Description of change
1	05.06.2023	Initial version of the specification
2	___.08.2023	Changed Drop-Copy login: the ability to set the right to use the Risk management gateway (risk-GW) has been canceled.

## List of electronic documents

Type of application	Type of message (electronic document)	Service name in EDMS address ITSTH@
Application for registration of login	LOGIN_REGISTER	REGISTER
Application for TCA registration for login	LOGIN_ACCOUNT	REGISTER
Application for registration of code for targeted application submission	OTCCODE_REGISTER	REGISTER
Application for registration of login for targeted application submission	LOGIN_OTCCODE	REGISTER
Application for registration of login coincidence with Drop-Copy login	LOGIN_DCLOGIN	REGISTER
Application for registration of the group of clients	GROUP_REGISTER	REGISTER
Application for adding clients to a group	GROUP_CLIENT	REGISTER
<b>Application for registration of the named list of the clients</b>	TAG_REGISTER	REGISTER

- Limitation on the service name in EDMS means that electronic documents should be sent from <FIRM>@<REGISTER> to ITSTH@<REGISTER>
- Electronic documents sent from any other address or to any other address will not be processed, and a sender will receive refusal in processing
- Replies to applications will be sent from ITSTH@<REGISTER>

---

## Message formats

Text messages are used for exchange (unless otherwise stipulated in this Specification):

- File name extension: \*.txt
- Coding: win-1251
- Each line starts with the first character
- Field separator in the lines: tab character (0x09)
- Number of separators in a line shall strictly comply with the specification  
Separators can be omitted at the end of the application line if all missing fields are optional and blank
- Symbol "-" can be used instead of a blank line
- Line separator: combination of <CR>+<LF> and (0x0D,0x0A) characters
- End-of-message character is a blank line, and the number of lines is also indicated in message header

The first line of the message contains header, other lines contain the text of the application. The first two lines of a response message contain header:

- the first line contains details of the response message;
- the second line is a copy of the first line from the message, to which response is provided, and two fields with processing results.

Remaining lines contain the text of the applications from the original message, supplemented with the results of their processing.

If critical errors are detected when processing the header of a message with statements, the response message will not include applications from the body of the message responded to.

### Designations used in the specification

- c<x> – acceptable characters (Cyrillic not included) with the maximum length of X
- w<x> - acceptable characters (including Cyrillic) with the maximum length of X
- int – an integer
- n<X>.<Y> – a real number with X digits before the dot and Y digits after the dot
- underscore – fixed length
- following designations are used in M/O column:
  - M (mandatory) – mandatory field (blank line is not allowed)
  - O (optional) – optional field (blank line or - character is allowed)

Messages indicated in this Specification can be compiled in Microsoft Word format or in hard copy (if it is impossible to send an electronic message). In case of submitting Applications in Microsoft Word or in hard copy, two columns with technical values of MaxSize and M/O are not provided.

Each electronic application in the message is sent to ITS Tech Limited in a separate line after the header line (i.e. starting from the 2nd line of the message), blank lines are not allowed.

Each processing result in a message is transferred in a separate line after the header lines (i.e. starting from the 3rd line of the message), blank lines are not allowed.

## Message header formats

The first line of incoming message contains the following header fields

No.	Designation	Comments	Member's details*	MaxSize	M/O
1	Date of the application	DD.MM.YY (separated with dots) where DD means day, MM means month, and YY means year		c8	M
2	Message number	up to 12 capital Latin letters or digits (without spaces). Number shall be specific for this type of document submitted by the Member on the current day.		c12	M
3	Sender ID	EDMS code of the member		c7	M
4	Recipient ID	EDMS code of the recipient: <b>ITSTH</b> means ITS Tech Limited Private Company		c7	M
5	Document type	Code designation of the document type		c30	M
6	Number of lines with statements	Checksum, line with the header is not included		int	M

The first line of a response message contains the following header fields

No.	Designation	Comments	MaxSize	M/O
1	Date of the application	DD.MM.YY (separated with dots) where DD means day, MM means month, and YY means year	c8	M
2	Message number	up to 12 capital Latin letters or digits (no spaces)	c12	M
3	Sender ID	EDMS code of the sender <b>ITSTH</b> means ITS Tech Limited Private Company	c7	M
4	Recipient ID	EDMS code of the member	c7	M
5	Document type	<b>ANSWER_</b> + Code designation of the type of the document, to which response is being provided	c30	M
6	Number of lines with statements	Checksum, two lines with the header are not included. If errors are identified at the stage of incoming message header processing, this field is always 0	int	M
7	Number of lines with correctly processed data	Checksum, two lines with the header are not included. If errors are identified at the stage of incoming message header processing, this field is always 0	int	M

\* to be filled in if the message is drawn up using Microsoft Word or in hard copy.

The second line of a response message contains the following header fields

No.	Designation	Comments	MaxSize	M/O
1	Date of the application	From the message, to which response is provided	c8	M
2	Message number	From the message, to which response is provided	c12	M
3	Sender ID	From the message, to which response is provided	c7	M
4	Recipient ID	From the message, to which response is provided	c7	M
5	Document type	From the message, to which response is provided	c30	M
6	Number of lines with statements	From the message, to which response is provided	int	M
7	Code of the result of the entire message processing	Codes of header processing errors, separator ; (semicolon)	c32	O
8	Text of the result of the entire message processing	Texts of header processing errors, separator ; (semicolon)	w255	O

Subsequent lines of a response message contain lines with the text from the initial message with processing result for each line.

No.	Designation	Comments	MaxSize	M/O
.	Number of processing result	List of codes of processing results, separator ; (semicolon)	c32	O
.	Description of processing result	List of texts of processing results, separator ; (semicolon)	w255	O

## Message text formats

### Message: LOGIN\_REGISTER

Line format of login registration application:

No.	Designation	Comments	Member's details <sup>1</sup>	MaxSize	M/O
1	Login name	Not to be filled in for Type A operations - login name is assigned by ITS Tech Limited and sent in ANSWER_LOGIN_REGISTER message. For other operations, the login name assigned by ITS Tech Limited and sent in ANSWER_LOGIN_REGISTER.		c15	M
2	Operation type	A - adding the login D-delete the login <sup>2</sup> U – change login parameters <sup>3</sup> H – suspend the login <sup>2</sup> R – restore a previously suspended login <sup>2</sup>		<u>c1</u>	M
3	Password	Can be filled for type «U» operations. In other cases it is not filled in - password is created by ITS Tech Limited and is sent in the response message ANSWER_LOGIN_REGISTER.		C8	O
4	Reserved field	To be left blank		<u>c32</u>	O
5	Login type	T – market maker login for the named list of clients W - trading member level Broker login D – login for access to the transaction history view gateway Drop-Copy <sup>(4) (9)</sup> M – login of a Clearing member <sup>(10) (11)</sup>		<u>c1</u>	M
6	Type of gateways used	Bitmask <sup>5</sup> 0x1 – login for transaction GW <sup>6</sup> 0x2 – login for risk-GW 0x4 – login for DropCopy-GW 0x10 – login for market date restoring (MD-GW) 0x20 – login for FIX-GW <sup>7</sup>		int	M
7	List of approved IP addresses	Allowed IP addresses in standard notation are separated by comma: <sup>8</sup> <ul style="list-style-type: none"> <li>• No mask: NNN.NNN.NNN.NNN</li> <li>• Bitmask: NNN.NNN.NNN.NNN/MM</li> <li>• Address mask: NNN.NNN.NNN.NNN/MMM.MMM.MMM. MMM</li> </ul>		c256	O
8	Spare field	To be left blank			
9	Login properties <sup>12</sup>	Bitmask <sup>5</sup> : <ul style="list-style-type: none"> <li><input type="checkbox"/> NO_IP_CHECK (0x4)<sup>9</sup></li> <li><input type="checkbox"/> USE_ANY_GW (0x8)</li> <li><input type="checkbox"/> USE_ANY_ACCOUNT (0x10)</li> <li><input type="checkbox"/> LEVEL_TM (0x40)</li> <li><input type="checkbox"/> LEVEL_CLIENT (0x100)</li> </ul>		int	M

10	Rights of login <sup>13</sup>	Bitmask <sup>5</sup> : <ul style="list-style-type: none"> <li>• M_TRADE (0x1)</li> <li>• SOR_ISMM (0x200)</li> </ul>		int	M
11	Information on trading software	Name of used trading software, in accordance with the List certified external systems, having access to the Subsystem for connection to trading software ITSX Platform disclosed on the website <a href="https://itsx.kz">https://itsx.kz</a> in the Services - ITS Tech Section or having notification of ITS Tech Limited on successful certification .		c128	M
12	Spare field	To be left blank			
13	Code of relevant entity	Registered short code of the client or code of the named list of the clients -for type C login - code of the end client -for type T login - code of the named list of the Clients		c12	O
14	Trading periods <sup>14</sup>	Bitmask <sup>5</sup> : <ul style="list-style-type: none"> <li>• MORNING- (0x1)</li> </ul>		int	O

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup>if these types of operations are specified, other fields of the message are not filled in.

<sup>3</sup> for operation type U the login parameters can be changed as follows:

- Password (field 3);
- Permitted gateway type (field 6);
- List of permitted IP-addresses (field 7);
- Login properties (field 9);
- Login rights (field 10);
- Information on software (field 11).

<sup>4</sup> if this login type is indicated, it is necessary to indicate the following parameters:

- in field 6 it is necessary to select the gateway used with bitmask 0x4 – login for DropCopy-GW. ; You can also additionally select a gateway with bitmask 0x20 – login for FIX-GW.
- in field 9 it can be indicated the property of login with bitmask NO\_IP\_CHECK (0x4);
- in field 10 indicate 0 value.

<sup>5</sup> Bitmasks can be transferred either in decimal format or in hexadecimal format (with 0x prefix).

<sup>6</sup>if this gateway is indicated, login for FIX-GW (0x20) cannot be selected

<sup>7</sup> if this gateway is indicated, login for transactional GW (0x1) cannot be selected.

<sup>8</sup>if this field is left blank, it is necessary to select NO\_IP\_CHECK (0x4) in field 9.

<sup>9</sup> if this field is filled, it is necessary to indicate the list of permitted IP-addresses in field 7.

<sup>10</sup> if this login type is indicated, it is necessary to indicate the following parameters:

- in field 6 select the gateway used with bitmask 0x2 – login for risk-GW
- in field 10 indicate 0 value.

<sup>11</sup> LOGIN\_REGISTER application is provided only in Microsoft Word or hard copy. This type of login requires mandatory TCA reference to LOGIN\_ACCOUNT application in Microsoft Word or hard copy.

<sup>12</sup> The designation of the flags in field 9 is as follows:

Flag mnemonics	Description
NO_IP_CHECK	property that allows for disregarding the list of permitted IP-addresses. If NO_IP_CHECK=1 is checked, omit field 7
USE_ANY_GW	property that allows using any gateway
USE_ANY_ACCOUNT	property that allows using all TCA. If USE_ANY_ACCOUNT =1 is set, all registered TCAs of the member are used. In case of TCA registration for login (upon application LOGIN_ACCOUNT), all TCAs of this Member registered for such login are used. In case of deletion of all previously registered TCAs (upon repeated application LOGIN_ACCOUNT) USE_ANY_ACCOUNT =1 is set automatically.

LEVEL_TM	Trade Member login property (for placement of applications login shall have M_TRADE) <ul style="list-style-type: none"> <li>entitles to manage ClientGroup (group of clients) limits (LimitRequest risk-gateway command)</li> <li>entitles to administer the parameters of ClientGroup (group of clients) portfolios (UpdateRiskParams or UpdateBalanceParams risk gateway command)</li> </ul>
LEVEL_CLIENT	end client login property. If the login has only this attribute, it cannot manage limits and administer portfolio parameters

Possible values of different types of logins are given in the table below:

login type / property	NO_IP__ CHECK	USE_ANY_GW	USE_ANY_ACCO UNT	LEVEL_TM	LEVEL_CLIENT
Trading member level Broker login	+	+	+	+	
Market maker login for the named list login	+	+			+
Login for access to the transaction history view gateway Drop-Copy	+	+			+
Clearing member login	+	+			

<sup>13</sup>The designation of the flags in field 10 is as follows:

Flag mnemonics	Comment
M_TRADE (0x1)	the right to submit trades of different types
SOR_ISMM (0x200)	the right to place market maker bids. SOR_ISMM (0x200) directly defines market maker login.
LS_SETLIMIT (0x10)	The right to manage end client limits ITS Tech Limited Private Company automatically sets a special technology flag in case the flags authorising limit management are indicated in field 9 on the application form. The set flag is transmitted in the response message;

The possible values of login rights for the different types of logins are given in the table below:

Login type \ rights	M_TRADE	SOR_ISMM
Trading member level Broker login	+	
Market maker login for the named list login	+	+
Login for access to the transaction history view gateway Drop-Copy		
Clearing member login		

<sup>14</sup>The designation of the flags in field 14 is as follows:

Flag mnemonics	Comment
MORNING- (0x1)	the right to submit trades of different types during the morning supplementary trading session conducted by the Trading Operator

---

**Message: ANSWER\_LOGIN\_REGISTER**

Line format with the response to the application for registration of login:

No.	Designation	Comments	MaxSize	M/O
1	Login name	From the application that is responded to or the login assigned by ITS Tech Limited Private Company at the time of registration	c12	O
2	Operation type	From the application, to which response is provided	c1	M
3	Password	Password generated by ITS Tech Limited Private Company - only for initial login registration	c128	O
4	Spare field	To be left blank	c32	O
5	Login type	From the application, to which response is provided	int	M
6	Type of gateways used	Bitmask in decimal format	int	M
7	List of approved IP addresses	From the application, to which response is provided	c256	O
8	Spare field	To be left blank	c256	O
9	Login properties	Bitmask in decimal format	int	M
10	Login rights	Bitmask in decimal format	int	M
11	Information on the trading software	From the application, to which response is provided	c128	O
12	Spare field	To be left blank	c12	O
13	Code of related entity	From the application, to which response is provided	c12	O
14	Number of processing result	List of codes of processing results, separator «;» character	c32	M
15	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

### Message: LOGIN\_ACCOUNT

Line format of TCA registration application for the login:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Login name	Indicates the login assigned by ITS Tech Limited Private Company and submitted in the ANSWER_LOGIN_REGISTER message		c15	M
2	Operation type	A - adding TCA <sup>2</sup> D - deletion of TCA		c1	M
3	TCA code	TCA code indicating authorisation to carry out transactions using this login <sup>3</sup>		c12	M

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup> adding a TCA (Trading and Clearing Account) means registration of a TCA for login - bidding with this login is only possible with previously registered TCAs.

<sup>3</sup> No more than 32 TCAs belonging to a member can be assigned to a single login.

### Message: ANSWER\_LOGIN\_ACCOUNT

Line format with the response to the application for registration TCA for login:

No.	Designation	Comments	MaxSize	M/O
1	Login name	From the application, to which response is provided	c15	M
2	Operation type	From the application, to which response is provided	c1	M
3	TCA code	From the application, to which response is provided	c12	M
7	Number of processing result	List of codes of processing results, separator «;» character	c32	M
8	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

### Message: OTCCODE\_REGISTER

Line format for code registration application for address applications:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Operation type	A - code registration U <sup>2</sup> – change in code parameters D – deletion of code		c1	M
2	Code for targeted transaction execution	Registered code <sup>3</sup>		c12	M
3	Platform code	2000 (International Trading System Limited)		c12	M
4	Code description in English			c255	O
5	Code description in Russian			w255	O

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup> for operation type U the values can be changed as follows:

- Code description in English (field 4);
- Code description in Russian (field 5);

<sup>3</sup> upon initial registration of a trading member, International Trading System Limited independently generates an initial UTS CODE, which is considered to be equal to the Trading Member Identifier assigned at the time of registration.

### Message: ANSWER\_OTCCODE\_REGISTER

Line format with the response to the code registration application for address applications:

No.	Designation	Comments	MaxSize	M/O
1	Operation type	From the application, to which response is	c1	M



		provided		
2	Code for targeted transaction execution	From the application, to which response is provided	c12	M
3	Platform code	From the application, to which response is provided	c12	M
4	Code description in English	From the application, to which response is provided	c255	O
5	Code description in Russian	From the application, to which response is provided	w255	O
6	Number of processing result	List of codes of processing results, separator «;» character	c32	M
7	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

### Message: LOGIN\_OTCCODE

Line format for code registration application for address applications:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Login name	Indicates the login assigned by ITS Tech Limited Private Company and submitted in the ANSWER_LOGIN_REGISTER message		c12	M
2	Operation type	A - adding code to login <sup>2</sup> D - deleting code from login		<u>c1</u>	M
3	Code for targeted transaction execution	Registered code		c12	M
4	Platform code	2000 (International Trading System Limited )		c12	M

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup> linking the UTS code (equal to the Trading Member Identifier and assigned by the Trade Operator) to the login for targeted trades

### Message: ANSWER\_LOGIN\_OTCCODE

Line format with the response to the code registration application for address applications:

No.	Designation	Comments	MaxSize	M/O
1	Login name	From the application, to which response is provided	c12	M
2	Operation type	From the application, to which response is provided	<u>c1</u>	M
3	Code for targeted transaction execution	From the application, to which response is provided	c12	M
4	Platform code	From the application, to which response is provided	c12	M
5	Number of processing result	List of codes of processing results, separator «;» character	c32	M
6	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

### Message: LOGIN\_DCLOGIN

Line format with application for registration of login coincidence with Drop-Copy login

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Drop-Copy login name	Indicates the login assigned by ITS Tech Limited Private Company and submitted in the ANSWER_LOGIN_REGISTER message		c15	M
2	Operation type	A - adding the login D – deletion of login2		<u>c1</u>	M
3	Login name	Name of the login assigned at registration		c15	M

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

### Message: ANSWER\_LOGIN\_DCLOGIN

Line format with reply for application for registration of login coincidence with Drop-Copy login:

No.	Designation	Comments	MaxSize	M/O
1	DC-login name	From the application, to which response is provided	c15	M
2	Operation type	From the application, to which response is provided	<u>c1</u>	M
3	Login name	From the application, to which response is provided	c15	M
4	Number of processing result	List of codes of processing results, separator «;» character	c32	M
5	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

### Message: GROUP\_REGISTER

Line format of group of clients registration application:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Client group code	To be assigned by the Trading Member		c12	M
2	Operation type	A - adding of group <sup>2</sup> D -deletion of group <sup>3</sup>		<u>c1</u>	M
3	Spare field	Spare field		c12	O
4	Trading Member's code;	Code of the Member, registered with International Trading System Limited		c12	M
5	Group owner identifier	Taxpayer Identification Number (to be filled in if the owner is not the same as the member)		c16	O
6	Group type	To be left blank		<u>c1</u>	O

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup> a maximum of 30 client groups may be registered for a member, and clients of a member in one client group may not be transferred to another client group.

<sup>3</sup> It is possible to delete a group after deletion of all clients from the group.

### Message: ANSWER\_GROUP\_REGISTER

Line format with the response to the application for registration of group of clients:

No.	Designation	Comments	MaxSize	M/O
1	Client group code	From the application, to which response is provided	c12	M
2	Operation type	From the application, to which response is provided	<u>c1</u>	M
3	Spare field	To be left blank	c12	O
4	Trading Member's code;	From the application, to which response is provided	c12	M
5	Group owner identifier	From the application, to which response is provided	c16	O
6	Group type	From the application, to which response is provided	<u>c1</u>	M
7	Number of processing result	List of codes of processing results, separator «;» character	c32	M
8	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

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**Message: GROUP\_CLIENT**

Line format for application to add customers into a group:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Client group code	Code for the group of clients assigned during registration of the client group		c12	M
2	Operation type	A - adding a client <sup>2</sup> D - deletion of a client from group <sup>3</sup>		<u>c1</u>	M
3	Client code	Short code of the Client		c12	M

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

<sup>2</sup> Clients with a unique short client code can only be added to one group, and the number of clients that can be added to one group is unlimited.

<sup>3</sup> Deletion of a client from a group is only permitted in relation to remote clients. It is not permitted to delete clients from a group with open positions and non-zero limits.

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**Message: ANSWER\_GROUP\_CLIENT**

Line format for reply to application for adding Clients to a group:

No.	Designation	Comments	MaxSize	M/O
1	Client group name	From the application, to which response is provided	c12	M
2	Operation type	From the application, to which response is provided	<u>c1</u>	M
3	Client code	From the application, to which response is provided	c12	M
4	Number of processing result	List of codes of processing results, separator «;» character	c32	M
5	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

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**Message: TAG\_REGISTER**

Line format of the named clients list registration application:

No.	Designation	Comments	Details of participant <sup>1</sup>	MaxSize	M/O
1	Code of the named list	Cyrillic letters are not permitted		c12	M
2	Operation type	A –adding D – deletion		<u>c1</u>	M
3	Type of included entity	C – client G –group of clients		<u>c1</u>	M
4	Code of included entity	Short code of the client or client group code		c12	M

<sup>1</sup> to be filled in in case the message is drawn up using Microsoft Word or in hard copy.

**Message: ANSWER\_TAG\_REGISTER**

Line format with the response to the named clients list registration application:

No.	Designation	Comments	MaxSize	M/O
1	Code of the named list	From the application, to which response is provided	c12	M
2	Operation type	From the application, to which response is provided	<u>c1</u>	M
3	Type of included entity	From the application, to which response is provided	<u>c1</u>	M
4	Code of included entity	From the application, to which response is provided	c12	M
7	Number of processing result	List of codes of processing results, separator «;» character	c32	M
8	Description of processing result	List of descriptions of processing results, separator «;» character	w255	O

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**Application is submitted on corporate letterhead**

“ \_\_\_ ” \_\_\_\_\_ 20\_\_

To CEO  
of ITS Tech Limited Private Company

**Application  
for qualification of trading member level Broker Login as category A trading member level Broker  
Login**

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*Client's full name*

hereby requests to qualify the below mentioned Trading Member Level Brokerage Login as a Trading Member Level Brokerage Login Category A<sup>1</sup>:

<b>Login type</b>	<b>Login (s) name</b>
Category A Trading Member Level Brokerage Login (login that is not assigned trading rights by International Trading System Limited upon fulfilment of the market maker's obligations)	

<sup>1</sup> - For qualification indicated in this application of login as category A trading member level Broker Login necessary also to provide application for registration TCA for login (message: LOGIN\_ACCOUNT).

Signature of the Client/ authorised representative:

\_\_\_\_\_ / \_\_\_\_\_ /

Application is submitted on corporate letterhead

“ ” 20

To CEO  
of ITS Tech Limited Private Company

**Application  
for connection of login to new gateway protocol**

*Client's full name*

hereby requests to transfer the following logins to the new version of the gateway protocol after deleting the current version of the gateway protocol:

No .	Login name	Date of transfer of logins to the new gateway protocol version	Gateway type (Bitmask) <sup>1</sup>	Number of new revision of the protocol, if any
			(0x02) –risk (risk) GW <sup>2</sup>	
			(0x04) –DropCopy (view) GW	

hereby requests to connect the new version of the gateway below to the existing version of login in addition to the current version:

No .	Login name	Date of connection of additional gateway protocol version	Gateway type (Bitmask) <sup>1</sup>	Number of new revision of the protocol, if any
			(0x02) –risk (risk) GW <sup>2</sup>	
			(0x04) –DropCopy (view) GW	

<sup>1</sup> Indicate the bitmask of the gateway type used

<sup>2</sup> Forbidden for logins of type "D" with access to the transaction history viewing gateway

Signature of the Client/ authorised representative:

\_\_\_\_\_ / \_\_\_\_\_ /



**Requirements for file Names for electronic document exchange between the Client and ITSTH**

<b>from/to ITSTH@REGISTER EDI addresses: Document Name (Type of Document)</b>	<b>Mask/Prefix file for incoming ITSTH document</b>	<b>Mask/Prefix file for reply ITSTH document</b>
Application for registration of login	LOGIN_REGISTER_	ANSWER_LOGIN_REGISTER_
Application for TCA registration for login	LOGIN_ACCOUNT_	ANSWER_LOGIN_ACCOUNT_
Application for code registration for address transactions	OTCCODE_REGISTER_	ANSWER_OTCCODE_REGISTER_
Application for registration of a login for targeted transaction execution	LOGIN_OTCCODE_	ANSWER_LOGIN_OTCCODE_
Application for registration of a group of clients	GROUP_REGISTER_	ANSWER_GROUP_REGISTER_
Application for adding clients to a group	GROUP_CLIENT_	ANSWER_GROUP_CLIENT_
Application for registration of the named list of the clients	TAG_REGISTER_	ANSWER_TAG_REGISTER_
Application for registration of login coincidence with Drop-Copy login	LOGIN_DCLOGIN_	ANSWER_LOGIN_DCLOGIN_
Application for qualification of trading member level Broker Login as category A trading member level Broker Login	Application for qualification of trading member level Broker Login as category A trading member level Broker Login	
Application for connection of login to new gateway protocol	_Application for connection of login to new gateway protocol	
Letters \ notifications \ orders \ reports <ul style="list-style-type: none"> <li>• Application in the format doc, docx, pdf</li> <li>• Application in the format xls, xlsx, csv, txt, xml</li> </ul>	Letter_*  Application_(No)_  Register_	ANSWER_ Letter_ "Document name"
Rejections of incorrect documents submitted to ITSTH	-	DENY; FIRMM;PENDING; GENERIC_ERROR

