

Membership Rules
INTERNATIONAL TRADING SYSTEM LIMITED

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1. Terms and definitions

Business Rules is an internal regulation of the Company, which establishes the procedure for providing services for Trading.

Clearing Member means a legal entity with which the Company has a valid signed clearing service agreement.

Clearing Regulations mean Regulations on Clearing Activities on the Financial Instruments Market International Trading System Limited.

Clearing Rules is an internal regulation of the Company, which establishes the procedure for determination, accounting and performance of obligations under the Agreements.

Client means Member's client and/or other person in whose interest acting the Member, registered by the Company in accordance with the established procedure.

Client Code means the Trading Member's Client Code and the Clearing Member's Client Code.

Client Short Code means the Trading Member Client Short Code and the Clearing Member Client Short Code.

Company means International Trading System Limited (ITS Ltd).

Member means a legal entity that is a Trading Member and/or a Clearing Member.

Member Code means the code of the Trading Member and/or the code of the Clearing Member.

Member Identifier means an identifier of the Trading Member and/or an identifier of the Clearing Member.

Member Short Code means the short code of the Trading Member and/or the short code of the Clearing Member.

QI/QDD Regulation is a provision on compliance by International Trading System Limited with an Agreement with the US Internal Revenue Service on a Qualified Intermediary with the function of a Qualified Derivatives Dealer.

Regulations on Information Exchange mean Regulations on Information Exchange for the purposes of the US Foreign Account Tax Compliance Act (FATCA) and other legislation in the area of taxation of Income from Securities of Foreign Issuers of International Trading System Limited.

System means a set of computing facilities, software, databases, telecommunication facilities and other equipment designed for the exchange of electronic messages between the Members and Company in accordance with the Clearing Rules, including the OTC Offers, associated OTC Offers, OTC Acceptances.

Technical Centre means ITS Tech Limited.

Trading Member means a legal entity with which the Company has a valid signed trading service agreement.

Terms not specifically defined in these Rules are used in the meanings established by the Business Rules, Clearing Rules, provisions of the Regulations on Information Exchange, QI/QDD Regulation and other internal regulations of the Company.

2. General provisions

2.1. These Membership Rules define the terms and procedure for registration of a person intending to obtain admission to the Trading and admission to clearing services (the "Applicant") as a Trading Member and a Clearing Member respectively, the terms and procedure for granting, suspension, renewal and termination of the Member's admission to the Trading and admission to clearing services, the requirements to the methods and frequency of identification of the Member, the procedure for keeping by the Company of the register of Members and the register of Clients.

2.2. These Rules are prepared in accordance with the Business Rules and Clearing Rules approved by the Company.

2.3. The Company provides Trading services and clearing services only to persons admitted to the Trading and clearing services in accordance with these Rules. The scope of the services provided by the Company, conditions and procedure of their provision, as well as other rights and responsibilities of the Company and the Members, are determined in the Business Rules, Clearing Rules and these Rules.

For the purposes of providing Trading services rendered by the Company, the Trading Member is granted admission to the Trading System by the Technical Centre, using which the Trading Member participates in the Trading in the manner set out in the Business Rules.

For the purposes of providing Trading services and access to clearing services to the Member, the Technical Centre provides access to the Electronic Document Management System to the Member.

For the purposes of concluding Internal OTC Contracts, the Applicant is granted access to the System by the Technical Centre.

In order to obtain the right to use the software required for access to the Trading System, as well as to receive services related to technical connection to the Trading System, the Applicant applies to the Company's Technical Centre.

To make sure that the Trading System and System are functioning properly, the Company ensures that:

- 1) there is organised accounting and control of:
 - technological processes;
 - the divisions (employees) responsible for the development of technological processes, their maintenance, and their implementation;
 - the Company's information infrastructure facilities involved in the implementation of each technological process;
 - technological processes implemented by external contractors providing information technology services related to the execution of technological processes (service providers);
 - employees or other persons providing physical and/or logical access, or software services providing logical access to information infrastructure objects (access subjects) involved in the execution of each technological process;
 - interconnections and interdependencies between the Company and other companies and service providers in the execution of technological processes;
 - channels of transmission of protected information processed and transmitted as part of technological processes.
- 2) information infrastructure change management requirements are met, namely:
 - management of vulnerabilities through which information threats can be realised;
 - planning and implementation of changes aimed at ensuring uninterrupted provision of services;
 - configuration management;
 - management of vulnerabilities and updates (patches).
- 3) the execution of technological processes and the functioning of its information infrastructure are restored following a risk event.
- 4) the causes and consequences of risk events are analysed.
- 5) information threats to the information infrastructure are simulated.
- 6) organisational and technical measures are planned to secure the proper functioning of the platform, based on the results of the risk assessment of the implementation of information threats.
- 7) requirements for the proper functioning of the Trading System and System are met at the stages of creation, operation (intended use, maintenance and repair), upgrading, and decommissioning of the information infrastructure.
- 8) the Trading System and System are monitored for compliance with the requirements for its proper functioning.

2.4. By joining the Business Rules and these Rules, the Member accepts the risks connected with Trading potentially being suspended or terminated in cases set out in the Business Rules. Including, but not limited to the cases set forth below, Trading may be suspended following technical failures and/or an errors in Trading System's operation, failures of information and communication facilities which ensure Trading takes place or other facilities facilitating normal Trading procedures, as well as as a result of non-functioning or non-proper functioning of the Company, Settlement Organisation and/or other organisations that may affect normal Trading procedures.

2.5. By joining the Clearing Rules and these Rules, the Clearing Member assumes the risks related to non-fulfilment and/or untimely fulfilment of clearing services, including cases of third parties blocking assets (securities, cash) of the Clearing Member, its Client, for reasons beyond the control of the Company and/or related to actions (inaction) of third parties, including:

- when third parties block transactions in securities/cash of the Member or its Client;
- when the Restrictions apply to the Member, its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner;
- if the Member has not submitted to the Company the documents and/or information requested by the Company concerning itself and/or its Clients, or has not submitted it in due time and/or not in full, or the documents and/or information are inaccurate and/or unreliable;
- when the Company and/or third parties refuse to provide services on the grounds stipulated by the Know Your Clients procedure, Anti-money Laundering/Combating Terrorism Financing requirements and/or other similar requirements, as well as requirements establishing tax control in accordance with the AIFC Regulations and Rules, the legislation of foreign states and/or international treaties.

2.6. All disputes related to the application of the provisions of these Rules are resolved in accordance with the procedure provided for by the Business Rules and/or Clearing Rules.

2.7. In the cases provided for by these Rules or the Business Rules and/or Clearing Rules, the Company has the right to apply sanctions defined by these Rules and/or the Business Rules to the Applicant/Member.

2.8. Notwithstanding anything provided by the Company to the contrary, all documents submitted in accordance with these Rules shall be provided in English. Documents in Russian issued by the authorized state bodies in country of registration of the Applicant/Member, shall be provided in Russian. Documents compose in a language other than those specified in this paragraph shall be provided in English with a notarized translation into English attached. Notwithstanding anything provided by the Company, AIFC Regulations and Rules or Republic of Kazakhstan legislation to the contrary, documents issued outside of the Republic of Kazakhstan needed legalization or if applicable legalization in the form of apostille.

2.9. The Company has the right to transfer to the Technical Centre information about the Member and/or its Client, which the Company possesses and which may be used by the Technical Centre for the purposes of conclusion of Internal OTC Contracts, including information about all codes assigned to the Member and/or its Client in accordance with these Rules.

2.10. The Company may unilaterally make amendments to these Rules. Amendments to these Rules become effective in accordance with the procedure and timing specified in the provisions of the AIFC Regulations and Rules.

Amendments made to these Rules apply to all the clearing service agreements, which are concluded between the Members and the Company before such amendments are effective.

2.11. The Company may unilaterally make amendments to the forms of the trading service agreement and clearing service agreement. As from the entry into force of the said amendments, all previously concluded agreements are considered to have been amended accordingly, unless otherwise decided by the Company.

2.12. The trading service agreement shall be concluded for an indefinite term and shall be valid from the date of signing of the said agreement by the Company and the Applicant and until:

- 1) the date of termination of the Member's admission to the Trading or the date of termination of the Member's admission to clearing services;
- 2) the date of termination of the specified agreement in accordance with clause 2.13 or 2.14 of these Rules.

The clearing service agreement shall be concluded for an indefinite term and shall be valid from the date of signing of the said agreement by the Company and the Applicant and until:

- 1) the date of termination of the Member's admission to clearing services;
- 2) the date of termination of the specified agreement in accordance with clause 2.13 or 2.14 of these Rules.

2.13. The Member is entitled to withdraw from the trading service agreement and clearing service agreement on condition of notifying the Company in writing not less than ten (10) days before the termination of the said agreements.

The agreements shall be terminated upon expiry of ten (10) days from the date of receipt by the Company of the Member's notification of refusal to fulfil them or, if the notification specifies a later date of their termination, from the date specified in the notification, provided that the Member has no property obligations under the said Agreements and/or outstanding obligations admitted to clearing.

2.14. The Company may unilaterally refuse to fulfil the trading service agreement and clearing service agreement in the following cases:

- if the Member has not received admission to the Trading and admission to clearing services within six (6) months from the date of conclusion of the trading service agreement and clearing service agreement;
- if the Member has not had admission to the Trading and/or clearing services for six (6) consecutive months due to its suspension;
- in other cases provided for in the Clearing Rules.

2.15. The Company shall notify the Member in advance of its refusal to fulfil the trading service agreement and clearing service agreement. The said Agreements terminate after ten (10) days from the date of receipt by the Member of the Company's notification of withdrawal or, if the notification specifies a later date of termination, from the date specified in the notification.

2.16. The trading service agreement and clearing service agreement shall also terminate in other cases provided for by the provisions of the AIFC Regulations and Rules and these Rules, including as a result of the Member's or the Company's refusal to fulfil them.

2.17. Termination of the clearing services agreement entails termination of all obligations, except for the obligations on return of the property constituting the Collateral Assets and contribution to the Default Fund and other obligations in accordance with these Rules, arisen and not fulfilled before the date of termination of the clearing service agreement.

3. Registration as a Member and registration of Clients

3.1. In order to register as a Member, the Applicant must provide the Company with the documents specified in this clause.

The documents specified in this clause shall be submitted in hard copies to the Company's address (the "hard copies of document management system") or as an Electronic Document signed with a Digital Signature via the Electronic Document Management System (the "electronic document management system"). The documents provided in hard copies must be completed in relation to the Applicant, signed on behalf of the Applicant and sealed by the Applicant (if available).

- 1) application form for registration as a Member in the form specified in Annex 4 to these Rules;
- 2) Application (file) of the Client that is a legal entity in the form specified in Annex 4 to these Rules (the "Application");
- 3) Form of self-certification of a legal entity (for the purposes of FATCA and CRS) / form of self-certification of an individual (for the purposes of FATCA and CRS) in the form approved by the Company and published on the Company's website;
- 4) trading service agreement and clearing service agreement in the form defined in Annex 4 to these Rules. Each agreement shall be submitted in two (2) copies signed by the Applicant and sealed with the Applicant's stamp (if available) (if the document exchange is carried out in hard copies), or one copy each of the trading service agreement and clearing service agreement (if the document exchange is carried out electronically);
- 5) documents for the purposes of identification of the Beneficiaries and Intermediaries in Securities of Foreign Issuers (within the procedure and terms determined by the relevant norms of the Clearing Rules, provisions of the Regulations on Information Exchange and the QI/QDD Regulation);
- 6) statement of addresses to be used in the Electronic Document Management System in the form defined in Annex 4 to these Rules;
- 7) the documents specified in Annexes 5 and 6 to these Rules.
- 8) documents provided by the person to whom the Trading Custody Account is opened for further transfer to the Settlement Depository for opening of the Trading Custody Account in accordance with the requirements of the internal regulations of the Settlement Depository regulating the procedure for opening the Trading Custody Account.

The Applicant, when submitting the documents specified in this paragraph, confirms that it has the consent of individuals who are the subjects of personal data included in these documents to transfer their personal data to the Company in the form set forth in Appendix 4 to these Rules for processing for the purposes of concluding the trading service agreement and clearing service agreement and updating the information and undertakes to provide them upon written request of the Company within 10 (ten) business days from the date of submission to the Company of the original document or a notarized copy or a copy certified by an authorized employee of the Company (if the original document is submitted to the Company).

The consent specified in this paragraph shall be sent to the Company in the form of an original, or a notarized copy, or a copy certified by an authorized employee of the Company (if an original document is provided to the Company), or a copy certified by an authorized employee of the Company (if an original is available).

The Members shall be obliged to submit an updated form of the document specified in sub-clause 2) hereof as soon as the information changes within five (5) business days after the changes made or after registration of such changes under the established procedure, but not less than once every three years or at the Company's request.

The Members shall be obliged to submit updated forms of the documents specified in sub-clauses 3) and 5) hereof as soon as the information changes within thirty (30) calendar days after the changes made or after registration of such changes under the established procedure, but not less than once every three years in the manner set forth in the QI/QDD Regulation and Regulations on Information Exchange.

In case of changes in the information indicated in the Application, the Member shall be obliged within the term indicated in this clause to send to the Company the documents confirming such changes and the required documents according to Annexes 4, 5, 6 to these Rules. If there are no changes in the Application, the Member may send to the Company a free-form letter stating there are no changes in the information previously submitted.

The Members shall be obliged to submit to the Company updated information listed in the document mentioned in sub-clause 1) hereof by submitting the Application for change of data of the Member under the form set forth in Annex 4 to these Rules as the information changes, immediately after the Members find out or are supposed to find out about the change.

3.2. The Company may require the Applicant to provide documents (information) other than those specified in these Rules. The Applicant must provide the documents (information) mentioned in the Company request according to the procedure and timing established by the Company.

3.3. The decision to register the Applicant as a Member or to refuse such registration is made by the Company within ten (10) business days from the date of receipt of all the required documents and information. If the Applicant has provided the Company with an incomplete set of documents and/or the Company has requested additional documents (information) in accordance with clause 3.2. of these Rules, the specified term shall be calculated from the date of receipt by the Company of all documents (information)

required to make a decision to register the Applicant as a Member or to refuse such registration.

3.4. The Company checks the documents and information provided by the Applicant during registration in order to establish the Applicant's compliance with the requirements for Applicants stipulated in Annex 1 to these Rules and the requirements of the AIFC Regulations and Rules, and makes a decision to register the Applicant as a Member or to refuse such registration.

3.5. The Company has the right to refuse registration to the Applicant:

- if the data of the Applicant, and/or the beneficial owner (participant/founder/shareholder) of the Applicant, and/or any of the authorised persons of the Applicant, coincide with the data of the persons specified in the list of persons involved in money laundering and terrorist financing, similarly, if they are on the list of fraudsters, false entrepreneurs or financial pyramids;

- if the Applicant's country of residence coincides with the list of countries that are subject to sanctions or other restrictions that make co-operation with the Company inadmissible/undesirable, or where anti-money laundering/combating terrorism financing policies are not properly implemented;

- The Applicant, for unreasonable reasons, fails to provide information relating to its identification or transactions conducted by it, the availability of which is mandatory in accordance with the requirements of the AFSA Rules on Anti-money Laundering/Combating Terrorism Financing and Sanctions, international requirements, internal regulations of the Company.

3.6. If the Applicant fails to meet at least one of the requirements stipulated in Annex 1 to these Rules, and in cases stipulated in clauses 3.22 and 3.23 of these Rules, the Company shall have the right to extend the term for consideration of documents or take a decision to refuse to register the Applicant as a Member.

3.7. If the Company makes a decision to refuse to register the Applicant as a Member, the Applicant shall have the right to appeal the Company's decision in accordance with the procedure provided for in clause 10 of these Rules and/or resubmit the documents required for registration.

3.8. If the Company decides to register the Applicant as a Member, the Company shall sign two copies of the trading service agreement and clearing service agreement (if the document exchange is in hard copies) or one copy of the trading service agreement and clearing service agreement (if the document exchange is electronic) and send one copy of the signed agreement to the Applicant. The mentioned documents are sent to the address indicated in the Application (for document exchange is in hard copies) or as an Electronic Document signed with a Digital Signature (for electronic document exchange).

3.9. From the date the Company signs the agreements, the Applicant becomes a Member.

3.10. The Company shall inform the Applicant of the decision made by sending a notification to the address specified in the Application or by sending a notification in the form of an Electronic Document signed with a Digital Signature within one (1) business day after the Company makes a decision to register (refuse to register) the Applicant as a Member.

3.11. When an Applicant is registered as a Member, it is assigned one of the following categories:

- Category A: a Member that is a Market Maker;
- Category B: a Member not included in Category A;

The Company sets identical requirements to Members within one category.

3.12. The Company assigns the following codes to the Member in accordance with the Clearing Regulations and information about it is included in the register of Members:

- Member Code;
- Member Identifier;
- Member Short Code.

The Company may assign more than one Member Short Code.

The Company informs the Member of the assigned Member Code, Member Identifier and Member Short Code by specifying them in the notification provided for in clause 3.11. of these Rules.

The procedure for assignment of the Member Identifier, the Member Code, the Member Short Code, as well as the procedure for updating of the Clearing Member Code are determined by the Clearing Rules.

3.13. Clients, on the account of whom Agreements / Internal OTC Contracts may be concluded and clearing under Agreements / Internal OTC Contracts may be carried out, shall be first registered by the Company in accordance with the Clearing Rules.

3.14. In order to register as a Client, the Company assigns the following codes to the Client in accordance with the Clearing Regulations:

- Client Code;
- Client Short Code.

3.15. Unless otherwise provided by the Company's decision, the registration of a Member's Client is carried out by the Company on the basis of the Client data provided to the Company by the Member.

3.16. The procedure for assignment of the Client Code and the Short Client Code, the procedure for updating of the Client Code, as well as the procedure for registration of the Clients by means of preliminary booking of the Client Short Code is determined by the Clearing Regulations.

3.17. By submitting to the Company an application for registration of Clients, the Member confirms that it has the Clients' consent to the Company's processing of personal data contained in the application for registration of Clients, in the Identification Forms, Simplified Identification Forms and Register (the "Personal Data") for further processing by the Company with or without the use of automation tools, including collection, recording, systematisation, accumulation, storage, clarification (update, change), extraction, use, transfer, provision, access, depersonalisation, blocking and destruction (deletion) of Personal Data, including the transfer and cross-border transfer of Personal Data to other ITS Group companies, a superior depository (custody) and superior tax agents, including Kazakhstani and foreign tax authorities, for the purposes of sanctions compliance procedure, AML procedure, exchange of data on financial accounts within international agreements concluded by the Republic of Kazakhstan, as well as within the requirements of tax legislation of the Republic of Kazakhstan and other jurisdictions, as part of the provision of clearing services to the Company. The Company has the right to request the above-mentioned consents to the processing of personal data received by the Member from Clients (personal data subject), and the Member undertakes to provide such consents to the Company within ten (10) business days from the date of the request.

The consent referred to in this clause must be sent to the Company in the form of an original, or a notarised copy, or a copy certified by an authorised employee of the Member (if the original document is submitted to the Company), or a copy certified by an authorised employee of the Company (if the original is available).

The Company has the right to request the Member to submit additional documents and/or information about the Client at the time of its registration and at any time after its registration, including documents provided by the Client to the Member for the purpose of its identification in accordance with the AFSA Rules on Anti-money Laundering/Combating Terrorism Financing and Sanctions, as well as documents confirming the Client's tax resident status; documents necessary for the identification of the Client's beneficial owners, etc. The Member shall provide to the Company the requested documents and/or information on its Client to the extent, manner and time limits determined by the Company's request.

When registering a Client, the Company assigns the Client Code and Client Short Code to its, as well as enters information about it into the Member's register of clients.

The Company is also entitled to assign additional Client Short Codes in the manner set forth in the Clearing Regulations.

The Company has the right to refuse to register the Client if circumstances occur that, in the Company's opinion, constitute valid grounds for refusing to register the Client.

3.18. In the cases provided for by these Rules, the Company has the right to suspend or terminate the Client's registration.

3.19. The Client may be excluded from the register of clients on the basis of the Client deregistration application form provided by the Member.

3.20. The Company notifies the Member of the assignment of the Client Code and the Client Short Code or of the refusal to assign the Client Code and the Client Short Code in the form of an Electronic Document signed with a Digital Signature.

3.21. If a Client is a resident of the USA, or is incorporated in the USA territory, which is substantiated by an indication of a three-digit numerical code of the country, the Orders submitted by the Member in the interest and on the account of such Client for the purpose of the conclusion of Agreements (OTC Offer placed to conclude OTC Internal Contracts) with securities issued by organisations founded in accordance with the laws of the USA, will not be registered in the Order Register.

3.22. Unless otherwise provided for by the regulatory documents and rules of the AFSA, the Company does not register the Applicant as a Member and/or does not register the Client if foreign laws impose restrictions related to the conclusion of Agreement during Trading and/or settlements under such Agreements / Internal OTC Contract and apply to the relevant Applicant or Client.

3.23. Unless otherwise provided by the AFSA regulatory documents and rules, the Company does not register the Applicant, does not register (suspend or terminate registration of) the Client, does not grant admission to the Trading and admission to clearing services of the Member, and also has the right to suspend admission to the Trading and admission to clearing services of the Member, including in terms of operations executed in favour of one, several or all Clients, and (or) to terminate admission to the Trading and admission to clearing services of the Member in the following cases:

- if the Member (Applicant) states incomplete or inaccurate information in the documents submitted to the Company, including during registration or for the purposes of identification of the Beneficiaries and Intermediaries in Securities of Foreign Issuers, as well as in case of failure of the Member (Applicant) to submit additional information to the Company upon its request;

- if there are any facts of deterioration of the Member's financial standing and/or information giving reasons to consider possible deterioration of the Member's financial standing and/or failure of the Member to timely and fully perform its obligations appeared on the basis of inspection of reports provided by the Member in accordance with Annex 6 to these Rules, as well as publicly available information about the Member (Applicant);

- if in respect of the Applicant (Member), its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner there are restrictive measures imposed by a foreign state, association of foreign states or international organisation, which prohibit execution of trades, settlement of such trades or otherwise restrict transactions in securities executed by the said persons (the "Restrictions");

- if the Applicant (Member) has not timely notified the Company of the application of the Restrictions in respect of it, its Client, or fails to comply with the Restrictions or ensure compliance therewith by its Clients;

- if conclusion and/or fulfilment by the Member, including in the interests of its Clients, of the Agreements, the obligations under which are cleared in accordance with the Clearing Rules, and/or settlement of the obligations arising from the said contracts will and/or may lead to application of the Restrictions to such persons, and/or will and/or may lead to liability and/or intervention measures in respect of the Company / Settlement Depository / Settlement Organisation;

- if the Member has not submitted to the Company the documents and/or information requested by the Company concerning itself, its Clients, or has not submitted it in due time and/or not in full, or the documents and/or information are inaccurate and/or unreliable;

- if there are grounds provided for by the requirements of the Know Your Clients procedure, Anti-Money Laundering/Combating Terrorism Financing requirements and/or other similar requirements, as well as requirements establishing tax control in accordance with the AIFC Regulations and Rules, the legislation of foreign states and/or international treaties;

- if Trading and/or clearing services of the Member or its Client, or registration of the said persons entails and/or may entail violation by the Company of the requirements of the AIFC Regulations and Rules, other applicable legislation and/or contractual obligations;

- if the Applicant (Member), its founder, representative or beneficial owner is one of the following persons:

1) a person in respect of whom information has been revealed about his/her involvement in activities prohibited by the legislation of the Republic of Kazakhstan, including those related to gambling, narcotics and prostitution, as well as about committing financial and other crimes;

2) an organization whose shares are issued to bearer;

3) non-commercial organization, including trade union, simple partnership, garden partnership, collective liability company, club, charitable foundation, as well as other charitable organization;

4) a shell bank - a non-resident bank that has no physical presence in the state (territory) in which it is registered as a bank and (or) obtained a license for banking activities, except for the location of such bank in direct or indirect ownership of a bank holding company subject to consolidated supervision in the state (territory) in which it is registered;

5) a person opening or in any other way using or servicing anonymous and (or) fictitiously created accounts;

6) an organization that does not have a physical presence (a place of business located at a permanent address (other than a post office box or e-mail address) where management bodies and personnel are located, records are kept and documents related to operational activities are stored) at the registration address or actual address of the Member.

3.24. The Member is obliged to notify the Company of the application of the Restrictions to it or its Client immediately from the moment when the person concerned became aware and/or should have become aware of the application of the Restrictions in respect of it. The Member undertakes to observe and enforce the Restrictions on its Clients and indemnify the Company for any losses incurred by the Company due to the dissemination of the Restrictions to the said persons.

4. Admission to the Trading and admission to clearing services

4.1. Admission to the Trading and admission to clearing services are granted to the Member not later than three (3) business days after fulfilment of all requirements set forth in Annexes 2 and 3 hereto, and provided that there are no grounds for refusal to grant admission to the Trading and admission to clearing services in accordance with clause 3.23 hereof.

4.2. Admission to the Trading and admission to clearing services of the Member is provided simultaneously.

4.3. The Company informs the Member of the decision on admission to the Trading and admission to clearing services or on refusal of such admission not later than one (1) business day after the Company makes the decision to admit (refuse to admit) by sending the notification to the address specified in the Application or by sending the notification in the form of an Electronic Document signed with a Digital Signature.

4.4. The Member admitted to the Trading shall, during the admission, comply with the requirements set forth in Annex 2 to these Rules.

4.5. The Member admitted to clearing services shall, during the admission, comply with the requirements set forth in Annex 3 to these Rules.

4.6. The Member shall promptly notify the Company of its non-compliance with the requirements specified in Annexes 2 and 3 to these Rules.

5. Suspension and resumption of admission to the Trading

5.1. The Company suspends the Member's admission to the Trading if at least one of the following conditions is present:

- 1) AFSA sends a corresponding instruction;
- 2) the Member's status described in clause 2, Annex 2 hereto is suspended;
- 3) if the foreign laws establish restrictions affecting the conclusion of Agreements within the Trading and/or settlements under such Agreements and these restrictions are applicable to the relevant Member (this provision may be applied unless instructed otherwise in the AIFC Regulations and Rules);
- 4) admission to clearing services of the Member is suspended in accordance with these Rules.

5.2. The Company may suspend the admission to the Trading if at least one of the following conditions is present:

- 1) if the Member violates these Rules, Business Rules, Clearing Rules, decisions of the Company, including as a result of taking disciplinary action against the Member and/or its officers in accordance with the internal regulations of the Company. The provisions mentioned in this sub-clause do not apply if such step would be likely to cause significant damage to the interests of investors or the orderly functioning of the relevant market;
- 2) if the Member violates its obligations to provide to the Company the documents and the information in accordance with these Rules;
- 3) if bankruptcy procedures are initiated against the Member, in accordance with the AIFC Regulations and Rules;
- 4) if the financial situation of the Member has deteriorated in a way that may affect its execution of obligations under the concluded Agreements;
- 5) if the Member violates its obligations to pay for the Company's services;
- 6) if the technical capacity required for the admission to the Trading in accordance with these Rules is temporarily unavailable;
- 7) if an application form for the suspension of the admission to the Trading is received from the Member;
- 8) if the admission to the Trading leads to violation by the Company of the AIFC Regulations and Rules;
- 9) if the Member is reorganised;
- 12) in case of other circumstances, which, at the Company's discretion, are a reason to suspend the admission to the Trading.
- 11) in cases stipulated by clauses 3.22 and 3.23 of these Rules.

5.2.1. The Company may suspend the admission to the Trading if at least one of the following conditions is present:

- 1) if clearing services of the Member is partially suspended in accordance with the Clearing Rules and/or these Rules;
- 2) if the conditions set by the Company for Order submission are not fulfilled.

5.3. An application form of the Member for the suspension/ partial suspension of the admission to the Trading is submitted to the Company in a hard copy or as an Electronic Document signed with a Digital Signature, or as a scanned signed copy of the application form sent to the Company's e-mail address, according to the form set forth in Annex 4 hereto.

An application form of the Member on the partial suspension of the admission to the Trading must contain an indication of actions, regarding which the temporary ban needs to be introduced.

The Company may deny the suspension/ partial suspension to the Trading to the Member if such Member has outstanding obligations under the Agreements, by sending a corresponding notification to the Member.

The suspension of the admission to the Trading means to temporarily (for the period of suspension) ban the Member from submitting and withdrawing Orders, without the termination of the admission to the Trading. For the admission to the Trading suspension period the registration of the Clients of such Member is also suspended. Suspension of admission to the Trading does not entail suspension or termination of the trading service agreement. Partial suspension of the admission to the Trading means to temporarily (for the period of suspension) ban the Member from submitting and withdrawing Orders, without the termination of the admission to the Trading. For the period of partial suspension of the Member's admission to the Trading the registration of the Clients of such Trading Member is also partially suspended.

The Company may suspend the Client's registration upon the occurrence of circumstances which, at the discretion of the Company, constitute grounds for suspension of the Client's registration.

5.4. The Company suspends registration of the Clients until the Member submits and the Company verifies the documents filled in in respect of the Clients for the purposes of identification of the Beneficiaries and Intermediaries (in the manner and within the terms determined by the relevant norms of the Clearing Rules, provisions of the Regulations on Information Exchange and the QI/QDD Regulation).

5.5. The suspension of registration of the Clients means to temporarily (for the period of suspension) ban the Member from submitting and withdrawing Orders, in the interest or on the account of such Clients, without the termination of the admission to the Trading.

Partial suspension of registration of the Clients means to temporarily (for the period of suspension) ban the Member from submitting and withdrawing Orders, in the interest or on the account of such Clients, without the termination of the admission to the Trading.

5.6. A decision about the suspension/partial suspension of the admission to the Trading (suspension/partial suspension of registration of the Client) is made by Company. A decision about the partial suspension of the admission to the Trading (partial suspension of registration of the Client) must contain indication of actions, regarding which such temporary prohibition is introduced.

If the Member sends an application form for the suspension/partial suspension of the admission to the Trading to the Company, the decision about the suspension/partial suspension of the admission of the Member to the Trading is made by the Company within five (5) business days from the day the Company receives such application form. That decision becomes effective only after expiration of the period determined in accordance with clause 10 of these Rules.

The Company sends a notification about the suspension/partial suspension of the admission to the Trading (suspension/partial suspension of registration of the Client) to the Member, regarding whom (regarding whose Client) such decision is made, and, if necessary, other persons, within one (1) business day after the Company has made a decision to suspend or partially suspend admission to the Trading by sending a notification to the Member as an Electronic Document signed with a Digital Signature and/or in a hard copy.

Suspension/partial suspension of the admission to the Trading does not lead to the suspension of the trading service agreement.

5.7. The Company may use the information that became public knowledge to make decisions about the suspension of admission to the Trading (suspension of registration of the Client).

5.8. The admission of the Member to the Trading (the validity of registration of the Client) is resumed by the decision of the Company within five (5) business days after the cessation of circumstances that have caused the suspension/partial suspension of the admission to the Trading of the Member (the suspension/partial suspension of registration of the Client), subject to requirements prescribed in Annex 2 hereto. The Company notifies of the resumption of admission to the Trading by sending a notification to the Member as an Electronic Document signed with a Digital Signature and/or in a hard copy.

If the Member sends an application form to resume its admission to the Trading, the Company resumes the admission of the Member to the Trading within ten (10) business days from the day when the Company receives such application form.

5.9. The resumption of the admission to the Trading of the Member means also the resumption of the registration of its Clients, except for cases when the Clients' registration has been suspended or terminated for other reasons.

6. Suspension and resumption of admission to clearing services

6.1. The Company is entitled to suspend admission of the Member to clearing services if it fails to fulfil the requirements specified in Annex 3 hereto, in cases stipulated in clauses 3.22 and 3.23 hereof, as well as in the following cases:

- if the requirements imposed on the Member according to these Rules and Clearing Rules are violated; obligations stipulated herein are violated; the representations of circumstances provided by the Member according to the Clearing Rules are unreliable; information provided by the Member to the Company is incomplete and/or unreliable;

- if admission to the Trading is suspended;

- if the Member's admission to the Trading is terminated;

- if the Company receives an application form for the suspension of clearing services from the Member;

- if the foreign laws establish restrictions connected with the settlements under the Agreements/Internal OTC Contracts and these restrictions are applicable to the relevant Member or Client (this provision may be applied unless instructed otherwise in the AIFC Regulations and Rules);

- if the Member that is a non-U.S. financial institution selects "Non-Participating FFI" status on the Self-Certification Form;

- if the Member is recognised as a non-cooperating or non-participating financial institution in accordance with the internal regulations of the Company;

- if the status of the Member specified in clause 2 of Annex 3 to these Rules is suspended.

6.1. The Company suspends registration of the Clients until the Member submits and the Company verifies the documents filled in in respect of the Clients for the purposes of identification of the Beneficiaries and Intermediaries (in the manner and within the terms determined by the relevant norms of the Clearing Rules, provisions of the Regulations on Information Exchange and the QI/QDD Regulation).

6.2. The application form of the Member for suspension of clearing services is submitted to the Company in a hard copy or as the Electronic Document signed with a Digital Signature, according to the form set forth in Annex 4 hereto. The said application form may contain the date from which the Member requests suspension of clearing services, which may not be earlier than one (1) business day from the date of receipt of the said application form by the Company, and/or the period of time for which the Member requests suspension of clearing services. The Company has the right to refuse to suspend clearing services if the Member has any outstanding obligations by submitting the relevant notification to the Member, within the next business day after the decision is made.

6.3. The Company continues clearing and other functions related to clearing under the obligations of such Member arising from the Agreements / Internal OTC Contracts concluded by such Member before the moment of suspension of admission to clearing services.

6.4. The decision to suspend clearing services is taken by the Company. The said decision takes effect from the beginning of the Settlement Day following the date of the said decision, unless a different effective date is set by the Company.

6.5. The Company is also entitled to suspend or terminate clearing services to the Member and/or suspend or terminate registration of one, several or all Clients in case of violation by the Member of the applicable legislation or these Rules, in case if performance of clearing services to the Member resulted or may result in violation of applicable legislation and the Clearing Rules by the Company, as well as in case of receipt by the Company of the relevant application form of the Member. The Company is entitled to use the publicly known information to take a decision on suspension or termination of clearing services of the Member (on suspension or termination of registration of the Client).

6.6. Suspension of clearing services of the Member means prohibition of clearing under the Agreements / Internal OTC Contracts concluded by the relevant Member during the term of such suspension, as well as prohibition of conclusion during the said term of contracts, obligations under which should be cleared with the participation of the central counterparty. The fee previously paid for granting such Member admission to clearing services is not refunded. For the period of suspension of clearing services of the Member, the registration of its Clients is suspended.

Suspension of admission to clearing services of the Member does not entail suspension or termination of the clearing service agreement concluded with such Member.

Suspension of registration of the Client means prohibition of clearing under the Agreements / Internal OTC Contracts, settlement of which is made at the expense of the relevant Client and which are concluded by the relevant Member during the term of such suspension, and prohibition of conclusion during the said term of contracts, obligations which are to be cleared with a central counterparty and settled for the account of the relevant Client.

Partial suspension of clearing services to the Member or suspension of registration of the Client should be allowed, including for the types of contracts cleared according to the Clearing Rules.

6.7. Admission to clearing services (effect of registration of the Client) is resumed by resolution of the Company within five (5) business days after termination of the circumstances that were the basis for suspension of clearing services (for suspension of registration of the Client), provided that the requirements to the Member, set forth in Annex 3 hereto, are met. The resumption of admission to clearing services of the Member means also the resumption of the registration of the Clients, except for cases when the Clients' registration has been suspended or terminated for other reasons.

If the Member sends an application form to resume its admission to clearing services, the Company resumes the admission of the Member to clearing services within five (5) business days from the day when the Company receives such application form.

6.8. The Company notifies the Member of suspension or resumption of admission of the Member to clearing services within one (1) business day after the corresponding decision of the Company by sending a notification to the Member as an Electronic Document signed with a Digital Signature and/or in a hard copy.

The Company notifies the Member of suspension and resumption of the registration of its Clients by sending the Electronic Document signed with a Digital Signature.

7. Termination of admission to the Trading

7.1. The Company terminates the admission to the Trading of the Member (terminated registration of the Client) if at least one of the following conditions is present:

- 1) if the Member's activities are terminated due to its liquidation;
- 2) if AFSA sends a corresponding instruction;
- 3) if the Member loses the status described in clause 2 of Annex 2 hereto;
- 4) if the foreign laws establish restrictions affecting the conclusion of Agreements within the Trading and/or settlements under such Agreements and these restrictions are applicable to the relevant Member or Client (this provision may be applied unless instructed otherwise in the AIFC Regulations and Rules);

- 5) if admission to clearing services of the Member is terminated in accordance with these Rules;
- 6) if the Member sends an application form for deregistration of the Client.

7.2. The Company may terminate the admission to the Trading if at least one of the following conditions is present:

1) if the Member violates these Rules, Business Rules, Clearing Rules, decisions of the Company, including as a result of taking disciplinary action against the Member and/or its officers in accordance with the internal regulations of the Company. The provisions mentioned in this sub-clause do not apply if such step would be likely to cause significant damage to the interests of investors or the orderly functioning of the relevant market;

2) if temporary administration is appointed, or a competent authority decides to initiate any of the bankruptcy procedures against the Member following the procedure described in the AIFC Regulations and Rules or other applicable laws;

3) if the Member violates its obligations to pay for the Company's services;

4) if in case admission to the Trading is suspended for more than six (6) months;

5) if the Member sends an application form for termination of admission to the Trading;

6) if the earlier identified violations that have led to the suspension of the admission to the Trading on the side of the Company are not eliminated within the time set by the Company;

7) if the technical capacity required for the admission to the Trading in accordance with these Rules is unavailable;

8) if the admission to the Trading leads to violation by the Company of the AIFC Regulations and Rules;

9) in case of other circumstances, which, at the Company's discretion, are a reason to terminate the admission to the Trading;

10) if it is impossible to verify the accuracy of the information provided by the Member or if the Member fails to provide the information and data required to update the data on the Member (its representative) and the beneficial owner, as well as if in the process of servicing the Member there are suspicions that business relations are used by the Client for the purposes of money laundering or terrorism financing, as stipulated in the AFSA rules on Anti-Money Laundering, Combating Terrorism Financing and sanctions and internal regulations of the Company.

7.3. An application form for the termination of the admission according to the form of Annex 4 hereto is submitted to the Company in a hard copy or as an Electronic Document signed with a Digital Signature, or as a scanned signed copy of the application form sent to the Company's e-mail address.

7.4. The Company may refuse to terminate the Member's admission to the Trading if such Member has outstanding obligations under the Agreements, by sending a corresponding notification to the Member. The Company sends a notification on its refusal to terminate admission to the Trading to the Member within one (1) business day after the corresponding decision of the Company as an Electronic Document signed with a Digital Signature and/or in a hard copy. Upon settlement of the Member's outstanding obligations, the Member submits a new application form for termination of admission to the Trading.

7.5. The termination of admission to the Trading means to ban the Member from submitting and withdrawing Orders, without the option to resume it. The admission to Trading fee paid by the Member is not refunded in this case.

7.6. The termination of admission to the Trading entails termination of the trading service agreement.

7.7. The Company may terminate the registration of the Client if at least one of the following conditions is present:

1) if the registration of such Client leads to violation by the Company of the AIFC Regulations and Rules;

2) in case of other circumstances, which, at the Company's discretion, are a reason to terminate the registration of the Client.

7.8. The termination of registration of the Client means that the Member is banned from submitting and withdrawing Orders in the interest and on the account of such Client, without the possibility to restore the validity of its registration.

7.9. The decision to terminate the Member's admission to the Trading (termination of the Client's registration) is made by the Company not before the expiry of the term determined in accordance with clause 10 of these Rules. If the Member submits an application form to terminate the admission to Trading to the Company, the Company decides if the Member's admission to the Trading may be terminated within ten (10) business days from the moment when the Company receives such application form. That decision becomes effective from the start of the Trading day following the day of such decision, unless another effective date is set by the Company.

The Company sends a notification of termination of admission to the Trading (termination of the Client's registration) to the Member in respect of whom (in respect of whose Client) the relevant decision has been made and, if necessary, to other persons within one (1) business day after the relevant decision has been made by sending a notification to the Member as an Electronic Document signed with a Digital Signature and/or in a hard copy.

7.10. The Company may use the information that became public knowledge to make decisions about the termination of admission to the Trading (termination of registration of the Client).

8. Termination of admission to clearing services

8.1. The Company is entitled to suspend admission of the Member to clearing services in the cases stipulated by clauses 3.22, 3.23. and 6.5. hereof, as well as in the following cases:

- if the Member fails to comply with the requirements laid down in Annex 3 of these Rules for a period of six (6) consecutive months;
- if the Member's admission to the Trading is terminated;
- if the Member sends an application form for termination of admission according to the form set forth in Annex 4 hereto;
- if the Member's status, recognised by a foreign body regulating the activities of the trading members in the Trading and allowing to perform operations in the said Trading, is suspended;
- if a foreign body, regulating the activities of the trading members in the Trading, imposes restrictions on the Member, limiting its ability to execute certain types of transactions;
- if the Member is criminally prosecuted or brought to criminal liability; if the Member is internationally prosecuted; if the Member is subject to any sanctions or restrictions imposed by foreign/international/national organisations, including but not limited to FATF, OFAC, the United Nations; if the Company has suspicions (and the Company shall not have to substantiate and prove its suspicions) that the Member is involved in terrorist activities and/or money laundering activities and/or engages in any other activities that result or may result in criminal prosecution of the Member and/or the occurrence of other conditions that may, in the opinion of the Company, have any negative consequences for the Company.

8.2. The Company terminates the Member's admission to clearing services in the following cases:

- if the Member loses the status specified in clause 2 of Annex 3 to these Rules due to revocation (cancellation) of the Member's operating licence;
- if temporary administration is appointed or arbitration court decides to introduce one of the bankruptcy proceedings against the Member;
- if the Clearing Member reorganises or is liquidated (however, the Company is entitled not to cease admission to clearing services in case of reorganisation of the Member which does not entail termination of its activities);
- if the Member that is a non-U.S. financial institution selects "Non-Participating FFI" status on the Self-Certification Form;
- if the Member is recognised as a non-cooperating or non-participating financial institution in accordance with the provisions of international agreements, legislative and by-laws of the Republic of Kazakhstan and the internal regulations of the Company;
- if it is impossible to verify the accuracy of the information provided by the Member or if the Member fails to provide the information and data required to update the data on the Member (its representative) and the beneficial owner, as well as if in the process of servicing the Member there are suspicions that business relations are used by the Client for the purposes of money laundering or terrorism financing, as stipulated in the AFSA rules on Anti-Money Laundering, Combating Terrorism Financing and sanctions and internal regulations of the Company;
- if the Restrictions apply to the Member, its founder, representative or beneficial owner.

8.3. The application form of the Member for termination of clearing services is submitted by the Member in a hard copy or as the Electronic Document signed with a Digital Signature, according to the form set forth in Annex 4 hereto. The said application form should contain the date from which the Member requests suspension of clearing services, which may not be earlier than one (1) business day from the date of receipt of the said application by the Company.

The Company has the right to refuse to suspend clearing services if the Member has any outstanding obligations by submitting the relevant notification to the Member. The Company sends a notification on its refusal to terminate admission to clearing services to the Member within one (1) business day after the corresponding decision of the Company as an Electronic Document signed with a Digital Signature and/or in a hard copy. Upon settlement of the Member's outstanding obligations, the Member submits a new application form for clearing services.

8.4. The decision of the Company to terminate admission to clearing services of the Member should be effective as of the start of the Settlement Day following the day of taking of such decision, unless another effective date is set by the Company. If the said decision is taken by the Company on the basis of the Member's application form for termination of admission to clearing services, it becomes effective on the date indicated in the application form.

8.5. The decision to terminate the Member's admission to clearing services (termination of the Client's registration) is made by the Company not before the expiry of the term determined in accordance with clause 10 of these Rules. If the Member submits an application form to terminate the admission to clearing services to the Company, the Company decides if the Member's admission to clearing services may be terminated within ten (10) business days from the moment when the Company receives such application form.

8.6. Termination of the Member's clearing services means prohibition of clearing the obligations under the Agreements / Internal OTC Contracts concluded by the relevant Member from the entry into force of the decision on termination of clearing services, as well as prohibition of conclusion from that moment of the Agreements / Internal OTC Contracts, the obligations under which should be cleared with the participation of the central counterparty. The clearing fee previously paid for the granting of admission to clearing services is not refundable.

As soon as the admission to clearing services of the Member is terminated, the registration of its Clients is also terminated. Deregistration of the Client means a prohibition on clearing the obligations under the contracts, settlements under which are performed at the expense of the Client and concluded by the relevant Member from the effective date of the decision on deregistration of its Client, and also a prohibition on conclusion from that date of contracts, obligations which are to be cleared with a central counterparty and settled for the account of the relevant Client.

8.7. The Company notifies the Member of termination of admission of the Member to clearing services within one (1) business day after the corresponding decision of the Company by sending a notification to the Member as an Electronic Document signed with a Digital Signature and/or in a hard copy.

The Company notifies the Member of termination of the registration of its Clients by sending an Electronic Document signed with a Digital Signature.

8.8. Termination of admission to clearing services entails termination of the trading service agreement and clearing service agreement.

9. Register of Members, Register of Clients and Economic Profile

9.1. The Company maintains a Register of Members and Clients (the "Registers") in accordance with these Rules.

9.2. The Register of Members contains the following information:

- full name of the Member;
- Member Identifier;
- Member code (codes);
- address, telephone number, fax number, e-mail address of the Member;
- date of adding the Member to the register of Members;
- current status of the admission to the Trading (admission active, admission suspended, admission terminated, admission pending, admission resumed, agreement terminated without admission), with the indication of the date and the justification for the said status.

9.3. The register of Clients contains the following information:

- Client Code (Codes);
- date of adding the Client to the register;
- current status of admission to the Trading and clearing services (registered, registration suspended, registration terminated), with the indication of the date and the justification for the said status.

9.4. Registries may contain additional information.

9.5. The information is entered into the register of Members based on the documents (information) mentioned in clause 3.1. herein.

9.6. The registers are maintained in electronic form, which allows creating lists and abstracts from it for any date and any period.

9.7. The Company may disclose on its website a list of Members' statuses: registration suspended or registration terminated. This information is disclosed on the Company's website within one (1) Trading Day after the date on which the relevant changes occurred. Status information is changed when the grounds are no longer valid.

9.8. The Company maintains an Economic Profile of the Member, which contains information received from the Member on the basis of the documents (information) specified in clause 3.1 of these Rules.

10. Procedure for appealing the Company's decisions

10.1. The Applicant/Member has the right to appeal against the Company's decisions under the procedure set out in this clause to the extent of the Company's decisions

- on refusal to register the Applicant as a Member;
- on refusal to grant the Member admission to the Trading / admission to clearing services;
- on suspension (partial suspension) of admission to the Trading / admission to clearing services;
- on cessation of admission to the Trading / admission to clearing services;
- on suspension (partial suspension) of Client registration;
- on termination of Client registration;
- on application of sanctions stipulated by clause 2.7 of these Rules.

10.2. The Applicant/Member, in case of disagreement with the Company's decision specified in clause 10.1 of these Rules, has the right to send to the Company an appeal containing reasoned objections to the Company's decision not later than 1 (one) business day after the date of receipt of the Company's notification. The appeal must be sent in a way that ensures that the Company receives the appeal no later than the expiration of the period specified in this clause. If the Applicant/Member does not have the opportunity to send an appeal on physical medium or in the form of an Electronic Document signed with a Digital Signature before the deadline specified in this clause, the Applicant/Member has the right to send the appeal by e-mail to the Company's address disclosed on the Company's website (in this case, the Applicant/Member undertakes to send an appeal on physical medium or in the form of an Electronic document signed with a Digital Signature).

10.3. The appeal of the Applicant/Member shall be considered within two (2) business days from the date of receipt. Based on the results of the consideration of the appeal, the Company makes a decision on sustaining/refusal to sustain the appeal. The decision to refuse to sustain the appeal must contain a reasoned judgement by the Company's explaining the reason for the refusal.

10.4. According to the Company's decision, the term of consideration of the appeal may be extended, and:

- the Company shall notify the Applicant/Member of the extension of the review period (specifying the appeal period or periods) specified in paragraph 10.3 of these Rules;
- the entry into force of the appealed decision of the Company shall be postponed until the appeal is considered by the Company.

10.5. In case of the Applicant/Member disagrees with the decision made by the Company after considering the appeal, the Applicant/Member has the right to challenge this decision in the manner provided for in clause 2.6 of these Rules.

10.6. The Company shall keep the documents and information relating to consideration of all appeals, claims and judicial disputes arising under these Rules, Business Rules and Clearing Rules for at least 6 years from the date of receipt of the relevant appeals or claims.

11. Representations of circumstances

11.1. An Applicant/Member represents to the Company that:

11.1.1. The Applicant/Member has obtained all the necessary permissions and approvals to be able to get an admission to the Trading and conclusion of transactions within the Trading, from the control bodies/third persons, which are required by the AIFC Regulations and Rules, the organisation's rules and other documents that regulate the activity of the Applicant/Member.

11.1.2. The Applicant/Member and its Clients are not the persons subject to the restrictions established by foreign laws related to the conclusion of the Agreements within the trading and/or settlement of payments under such Agreements/Internal OTC Contracts, and they do not act in the interest of persons who are subject to such mentioned restrictions (this clause does not apply if the AIFC Regulations and Rules establish that the Company may not admit an Applicant/Member and/or register a Client due to the mentioned restrictions).

11.1.3. If the documents and details with the personal data are provided as an Electronic Document signed with a Digital Signature, the Applicant confirms that he has received all required approvals from the individuals, whose personal data is shared with the Company.

11.2. Additionally, confirmations and certifications in accordance with clauses 7.13-7.14 of the QI/QDD Regulations shall be provided.

11.3. In case of violation of the said representations, or if at the moment of the receipt of the admission and for the term of the admission/during the participation to the Company's Trading and conclusion of Agreements in the Trading by the Member they are invalid and/or inaccurate, the Company may terminate or suspend the admission of the Applicant/Member to the Trading, or terminate or suspend the registration of the Clients and/or recover the Company's damages that occurred due to such violation or invalidity and/or inaccuracy of the said representation.

11.4. In case of violation of the mentioned representations, or if they are invalid and/or inaccurate at the moment of obtaining the admission to and during the provision of the admission/participation to the Company's Trading and conclusion of Agreements in the Trading by the Member, and have led to claims from third persons and/or state authorities, including, in particular, AIFC instructions, the Applicant/Member who violates or provides such representations, must compensate the Company for all the losses and expenses in connection with the compensation of the relevant losses to third persons and/or payment of penalties in connection with the settlement of the said claims by the Company.

11.5. In case of breach of the assurances specified in clause 11.1. hereof, the Applicant/Member undertakes to compensate the Company for the losses incurred by the latter as a result of the Applicant/Member's breach of its confirmations and assurances. If as a result of such violation the Company was brought to tax and/or other administrative responsibility, the Applicant/Member undertakes to reimburse the Company for the amounts of additionally accrued taxes, fines, penalties, interest (amounts of administrative fines), as well as other losses.

11.6. In case of violations of representations mentioned in clause 11.1.2. herein, the provisions of Clauses 11.2 and 11.3 herein are applied if the Applicant/Member fails to eliminate the said violations within 5 (five) business days from the moment when he receives a notification of violation (including by mail to the address mentioned in the Application, or to the e-mail address) from the Company. At the same time, if the Applicant/Member fails to eliminate such violations in the established time, the Company may also demand that the Applicant/Member pays a penalty in the amount of two hundred thousand (200,000) US dollars for each fact of violation.

Requirements for the Applicant when registering as a Member

	Requirement
1	To be a legal entity
2	To be one of the following: 1) An authorised company; 2) Recognised Non-AIFC Member;
3	An Applicant must not be subject to a ban from or restriction of operations related to the Trading
4	To properly fulfil the obligation to submit to the Company all documents (information) stipulated by these Rules
5	To ensure the relevance, accuracy and completeness of the documents and the information provided by him, and their timely update
6	To have access to the Electronic Document Management System on the basis of the agreement concluded with the Technical Centre and to comply with the terms and conditions of the said agreement
7	Based on the reports or other information, the Applicant shall have no facts of deterioration of its financial position, and/or facts giving grounds to consider possible deterioration of the financial position of the Applicant, and/or facts indicating the Applicant's inability to timely and fully fulfil its obligations under the OTC Contracts / Internal OTC Contracts and/or other obligations of the Applicant in accordance with the Clearing Rules
8	Meet the following financial strength requirements: - compliance with the mandatory standards established by the competent authority of the Applicant's state of incorporation in accordance with the laws of that state; - there are no grounds for revocation of the special permission issued by the competent authority of the state of establishment of the Applicant - Credit Institution, on the basis of which the said Applicant is entitled to carry out banking operations; - there are no grounds for suspension and/or termination of brokering activities by the Applicant (in the event the Applicant performs such activities).

Requirements for Members for admission to the Trading

	Requirement
1	To be a legal entity
2	To be one of the following: 1) An authorised company; 2) Recognised Non-AIFC Member;
3	A Member must not be subject to a ban from or restriction of operations related to the Trading
4	To properly fulfil the obligation to submit to the Company all documents (information) stipulated by these Rules
5	To ensure the relevance, accuracy and completeness of the documents and the information provided by him, and their timely update.
6	To fulfil all requirements to the Members in order to grant admission to clearing services
7	A Member must be given the right to use the software required for the Trading, and the Member must have the technical capacity to participate in the Trading
8	To comply with these Rules and the Business Rules, including proper payment for the Company's services, as well as other documents approved by the Company in accordance with these Rules and the Business Rules and disclosed on the Company's website

Requirements to the Members for admission to clearing services

	Requirement
1	Fulfil the obligation to make a contribution to the Default Fund (if formed)
2	To be one of the following: 1) An authorised company; 2) Recognised Non-AIFC Member;
3	Unless otherwise provided for by the Clearing Rules, in case of conclusion of agreements, the subject of which are securities, a Trading Custody Account shall be opened for the Member or the Depository with whom the Member's Custody Account is opened to the Member
4	To register a Trading and Clearing Account
5	To have access to the Electronic Document Management System on the basis of the agreement concluded with the Technical Centre and to comply with the terms and conditions of the said agreement
6	Have access to the System on the basis of an agreement concluded with the Technical Centre and comply with the terms and conditions of the said agreement (in case of conclusion of Internal OTC Contracts on the basis of OTC Offers)
7	To properly fulfil obligations to provide the Company with information and/or documents in accordance with these Rules
8	To ensure relevance, reliability and completeness of documents and/or information provided to the Company, as well as timely provision of amendments and additions to such documents and/or information
9	To comply with these Rules and the Clearing Rules, including proper payment for the Company's services, as well as other documents approved by the Company in accordance with these Rules and the Clearing Rules and disclosed on the Company's Website.
10	Based on the reports or other information, the Member shall have no facts of deterioration of its financial position, and/or facts giving grounds to consider possible deterioration of the financial position of the Member, and/or facts indicating the Member's inability to timely and fully fulfil its obligations under the OTC Contracts / Internal OTC Contracts and/or other obligations of the Applicant in accordance with the Clearing Rules
11	A Member shall meet the following financial stability requirements: - compliance with the mandatory standards established by the competent authority of the Member's state of incorporation in accordance with the laws of that state; - there are no grounds for revocation of the special permission issued by the competent authority of the state of establishment of the Member - Credit Institution, on the basis of which the said Member is entitled to carry out banking operations; - there are no grounds for suspension and/or termination of brokering activities by the Member (in the event the Member performs such activities).

**Document forms
submitted to the Company for registration as a Member**

**Application
for registration as a Member**

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_____ (full name of the Applicant in accordance with the Articles of Association)
represented by _____ acting under _____, hereinafter referred to as the "Applicant", in accordance with the Clearing Rules of International Trading System Limited (the "Clearing Rules") and the Business Rules of International Trading System Limited (the "Business Rules") sends this application and requests to register the Applicant as a Member with admission to clearing services and admission to the Trading.

Documents required to register as a Member in accordance with the Membership Rules are enclosed with this application form.
Contacts of the Applicant's employees:

Title	Full name	Phone, e-mail*
Sole executive body		
Compliance officer		
Employee in charge of securities market operations		
Back office employee/ other responsible employee (distribution of changes to regulations, reports, notifications and other documents)		
Service payment officer (invoices, certificates)		
Employee in charge of FATCA/CRS		
Employee responsible for technical issues		

*The Applicant hereby confirms that the email addresses provided belong to the Applicant and that no unauthorised persons have access to the said email addresses. In case of suspicion of access of unauthorised persons to the specified e-mail addresses, the Applicant undertakes to immediately inform International Trading System Limited

The Applicant hereby confirms that it has the consent of the individuals who are the subjects of personal data included in this questionnaire to transfer their personal data to International Trading System Limited for processing for the purpose of granting the Applicant admission to clearing services and admission to the Trading and conclusion of the trading service agreement and clearing service agreement.

_____/_____
(title) (signature) (full name)
L.S.

Notes of International Trading System Limited
(to be completed by authorised persons of International Trading System Limited)

Registered on "" 20 .

(title) (signature) (full name)

**Application
for change of Member details**

20

(full name of the Member in accordance with the Articles of Association)

represented by _____ acting under, _____
hereinafter referred to as the "Member", in accordance with the Clearing Rules of International Trading System Limited and the Business Rules of International Trading System Limited (the "Business Rules") sends this application.

Contact information for the Member's employees:

Title	Full name	Phone, e-mail*
Sole executive body		
Compliance officer		
Employee in charge of securities market operations		
Back office employee/ other responsible employee (distribution of changes to regulations, reports, notifications and other documents)		
Service payment officer (invoices, certificates)		
Employee in charge of FATCA/CRS		
Employee responsible for technical issues		

*The Applicant hereby confirms that the email addresses provided belong to the Member and that no unauthorised persons have access to the said email addresses. In case of suspicion of access of unauthorised persons to the specified e-mail addresses, the Member undertakes to immediately inform International Trading System Limited

The Member hereby confirms that it has the consent of individuals who are the subjects of personal data included in this questionnaire to transfer their personal data to International Trading System Limited for processing in order to change/update the information provided by the Applicant when registering as a Member and when granting the Member admission to clearing services, admission to the Trading and conclusion of the trading service agreement and clearing service agreement.

Member:

Bank details:

Name of the recipient _____
 SWIFT of the recipient _____
 Account of the recipient _____
 SWIFT of the recipient bank _____
 SWIFT of the correspondent bank _____
 Correspondent bank account _____
 Account currency _____

 (title) (signature) / (full name)

L.S.

Notes of International Trading System Limited

(to be completed by authorised persons of International Trading System Limited)

Registered on " " 20 .

 (title) (signature) (full name)

TRADING SERVICE AGREEMENT NO.

Astana

International Trading System Limited (the "ITS") represented by _____, acting on the basis of the Articles of Association, and _____ (the "Trading Member") represented by _____, acting under _____, have concluded this trading service agreement (the "Agreement") as follows:

1. The ITS undertakes to provide the Trading Member with regular (systematic) Trading Services and other related services in accordance with the Business Rules of International Trading System Limited (the "Business Rules").

2. The Trading Member undertakes to comply with the requirements of the Business Rules, Membership Rules and to pay for the services rendered by ITS.

3. This Agreement shall be concluded by adhesion of the Trading Member. The composition of services rendered by ITS, conditions and procedure of their rendering, amount and procedure of payment, as well as rights and obligations of the parties to the Agreement related to the Business Rules, Membership Rules and other internal regulations of ITS, which are an integral part of the Agreement.

4. The Agreement is concluded for an indefinite term and shall come into force since the signing by the parties.

5. The Agreement shall be terminated in cases stipulated by the Business Rules, Membership Rules, as well as in other cases stipulated by regulatory documents and AIFC rules.

6. Details of the parties:

International Trading System Limited

Location:

Bank details:

Recipient's name:

Recipient's account:

SWIFT of the recipient bank:

Correspondent bank: Account with correspondent bank:

SWIFT of the correspondent bank:

_____/_____/

L.S.

Trading Member

Location:

Bank details:

Recipient's name:

Recipient's account:

SWIFT of the recipient bank:

Correspondent bank:

Account with correspondent bank:

SWIFT of the correspondent bank:

_____/_____/L. S.

ДОГОВОР ОБ ОКАЗАНИИ УСЛУГ ПО ПРОВЕДЕНИЮ ТОРГОВ №

город Астана

International Trading System Limited (далее – ITS) в лице _____, действующего на основании _____ Устава, и _____ (далее – Участник торгов) в лице _____, действующего на основании _____, заключили настоящий договор об оказании услуг по проведению торгов (далее – Договор) о нижеследующем:

1. ITS обязуется оказывать Участнику торгов регулярно (систематически) услуги по проведению Торгов и иные связанные с ними услуги в соответствии с Правилами торгов International Trading System Limited (далее – Правила торгов).

2. Участник торгов обязуется соблюдать требования Правил торгов, Правил допуска и оплачивать оказываемые ITS услуги.

3. Настоящий Договор заключается путем присоединения к нему Участника торгов. Состав оказываемых ITS услуг, условия и порядок их оказания, размер и порядок оплаты, а также права и обязанности сторон Договора, связанные с проведением Торгов устанавливаются Правилами торгов, Правилами допуска и иными внутренними документами ITS, которые являются неотъемлемой частью Договора.

4. Договор заключается на неопределенный срок и вступает в силу с момента его подписания сторонами.

5. Договор прекращает свое действие в случаях, установленных Правилами торгов, Правилами допуска, а также в иных случаях, предусмотренных нормативными документами и правилами МФЦА.

6. Реквизиты сторон:

International Trading System Limited

Место нахождения:

Банковские реквизиты:

Наименование получателя: Счет получателя: Код SWIFT банка-получателя:

Банк-корреспондент:

Счет в банке-корреспонденте:

Код SWIFT банка-корреспондента:

_____/_____/

L.S.

Участник торгов

Место нахождения:

Банковские реквизиты:

Наименование получателя:

Счет получателя:

Код SWIFT банка-получателя:

Банк-корреспондент:

Счет в банке-корреспонденте:

Код SWIFT банка-корреспондента:

_____/_____/L. S.

CLEARING SERVICE AGREEMENT No.

Astana

International Trading System Limited (the "ITS") represented by _____, , acting under the Articles of Association, and

_____ (the "Clearing Member") represented by _____ acting under _____, have concluded this clearing service agreement (the "Agreement") as follows:

1. The ITS undertakes to render clearing services and other related services to the Clearing Member in accordance with the Clearing Rules of International Trading System Limited (the "Clearing Rules").

2. The Clearing Member shall be obliged to comply with the requirements of the Clearing Rules, Membership Rules and pay for the services rendered by ITS.

3. This Agreement shall be concluded by accession of the Clearing Member to it. The composition of services rendered by ITS, terms and procedure of their rendering, amount and procedure of payment, as well as rights and obligations of the parties to the Agreement related to clearing are established by the Clearing Rules, Membership Rules and other internal regulations of ITS, which are an integral part of the Agreement.

4. The Agreement is concluded for an indefinite term and shall come into force since the signing by the parties.

5. The Agreement shall be terminated in cases stipulated by the Clearing Rules, Membership Rules, as well as in other cases stipulated by the regulatory documents and AIFC rules.

6. Details of the parties:

International Trading System Limited

Location:

Bank details:

Recipient's name:

Recipient's account:

SWIFT of the recipient bank:

Correspondent bank:

Account with correspondent bank:

SWIFT of the correspondent bank:

_____/_____/_____

L.S.

Clearing Member

Location:

Bank details:

Recipient's name:

Recipient's account:

SWIFT of the recipient bank:

Correspondent bank:

Account with correspondent bank:

SWIFT of the correspondent bank:

_____/_____/_____ /L. S.

ДОГОВОР ОБ ОКАЗАНИИ КЛИРИНГОВЫХ УСЛУГ №

город Астана

International Trading System Limited (далее – ITS) в лице _____, действующего на основании _____ Устава, _____ и

_____ (далее – Участник клиринга) в лице _____, действующего на основании _____, заключили настоящий договор об оказании клиринговых услуг (далее – Договор) о нижеследующем:

1. ITS обязуется оказывать Участнику клиринга клиринговые услуги и иные связанные с ними услуги в соответствии с Правилами клиринга International Trading System Limited (далее – Правила клиринга).

2. Участник клиринга обязуется соблюдать требования Правил клиринга, Правил допуска и оплачивать оказываемые ITS услуги.

3. Настоящий Договор заключается путем присоединения к нему Участника клиринга. Состав оказываемых ITS услуг, условия и порядок их оказания, размер и порядок оплаты, а также права и обязанности сторон Договора, связанные с осуществлением клиринга, устанавливаются Правилами клиринга, Правилами допуска и иными внутренними документами ITS, которые являются неотъемлемой частью Договора.

4. Договор заключается на неопределенный срок и вступает в силу с момента его подписания сторонами.

5. Договор прекращает свое действие в случаях, установленных Правилами клиринга, Правилами допуска, а также в иных случаях, предусмотренных нормативными документами и правилами МФЦА.

6. Реквизиты сторон:

International Trading System Limited

Место нахождения:

Банковские реквизиты:

Наименование получателя:

Счет получателя:

Код SWIFT банка-получателя:

Банк-корреспондент:

Счет в банке-корреспонденте:

Код SWIFT банка-корреспондента:

_____/_____/_____

L.S.

Участник клиринга

Место нахождения:

Банковские реквизиты:

Наименование получателя:

Счет получателя:

Код SWIFT банка-получателя:

Банк-корреспондент:

Счет в банке-корреспонденте:

Код SWIFT банка-корреспондента:

_____/_____/_____ /L. S.

Application is submitted on corporate letterhead

International Trading System Limited

**Statement of addresses used in the Electronic Document Management System
dated “ ” 20 .**

(full name)

Please use the following e-mail addresses to communicate with International Trading System Limited via Electronic Document Management System:

Position

*(company director (full name)
or other authorised person of the Member)*

L. S.

Application is submitted on corporate letterhead

International Trading System Limited

_____, 20__

**Application
for suspension/renewal/termination of admission**

In accordance with the established procedure we request you to suspend/resume/terminate (*underline required*) your admission:

- to the Trading conducted by International Trading System Limited;
- to clearing services provided by International Trading System Limited

full name of the company with the indication of legal form

Admission suspension date: ____ 20__.

/OR/

Admission suspension period:
from ____ 20__ to ____ 20__.

Actions for the implementation of which it is necessary to establish a temporary ban (in case of partial suspension):
_____.

Admission renewal date: ____ 20__.

Admission termination date: ____ 20__.

Full name of the manager

Position

Signature, seal

THE APPLICATION (FILE) OF THE CLIENT - LEGAL ENTITY

Part 1. (To be filled in by the client)

Name, corporate name in English (full and/or abbreviated) and foreign languages (full and/or abbreviated) (if available)	
Legal form of organisation	
Taxpayer Identification Number or Foreign Corporate Code	
The record number about accreditation of a branch, representative office of a foreign legal entity, registration number of the legal entity at the place of incorporation and registration - for a non-resident	
The foreign legal entity registration number at the place of incorporation and registration	
Date of state registration (for a branch (representative office) of a legal entity, accredited in the territory of the Republic of Kazakhstan, date of issue of the accreditation certificate (without taking into account the proceedings of extension of accreditation); otherwise, the date of registration of the legal entity at the place of incorporation and registration)	
SWIFT-code (if available)	
Place of state registration (location)	
Address of a legal entity	
Contact information: Postal address (if available) Contact telephone and fax numbers E-mail address	
Domain name, index of the website page on the Internet	
In respect of foreign structures without formation of a legal entity (block is formed when filling in)	
Code(s) (if available) of the foreign structure without formation of a legal entity in its state (territory) of registration (incorporation) as a taxpayer (or its (their) equivalent)	
Registration number(s) (if available) allocated to the foreign structure without formation of a legal entity in the state (territory) of its registration (incorporation) upon registration (incorporation)	
Place of main activity	
For trusts and other foreign structures without formation of a legal entity with a similar structure or function (block is formed when filling in)	
Composition of assets under management (ownership)	
Surname, first name, patronymic (if available) (name) of founders (participants), trustee (manager) and protectors (if available)	
<i>Address of residence (location) of the founders (participants), trustee (manager) and protectors (if available)</i>	
Information on licences for the client, other than a foreign structure without formation of a legal entity,	

to carry out licensable activities	
<i>Number:</i> Date of issue of licence: Issued by, valid through: List of licensable activities:	
Information on the bodies of the legal entity (structure and personal composition of the management bodies of the legal entity, except for information on the personal composition of the shareholders (participants) of the legal entity holding less than five per cent of the shares (stakes) of the legal entity), Structure and personal composition of management bodies of the foreign structure without formation of a legal entity (if available)	
The supreme governing body of the organisation <i>Highest governing body</i>	
Type (general meeting of participants/shareholders, etc.)	
Information on the personal composition (participants /shareholders)	
Governing body (specify name, e.g. Board of Directors, Management Board, Supervisory Board, etc.) (repeating block)	
Personal composition	
<i>Sole executive body</i> Sole executive body	
Position (Director, Director General, President, etc.)	
Information on the executive body	
Information about the client's representative* (specify as appropriate)	<input type="checkbox"/> single executive body <input type="checkbox"/> in addition to the single executive body, there is another representative
*In addition, the section of this Application "Information about the Client's representatives - individuals" should be completed with the data of the organisation's representatives, including information about the sole executive body.	
Information on representatives (individuals) (repeating block) (block is formed only if there is a representative)	
Surname, first name, patronymic (if available)	
Date of birth	
Nationality	
Name and details of the identity document: series (if available) and document number, the date of issue of the document, the name of the issuing authority, if there is a unit code, may be omitted unit code (if available)	

Name and data of the document confirming the right of a foreign citizen or stateless person to stay (residence) in the country of residence (data of the migration card in case there are no other documents): series (if available) and document number, start date of the right of stay (residence), end date of the right of stay (residence)	
Address of residence (registration) or domicile	
Tax Identification Number (if available)	
Contact telephone and fax numbers	
Email address, postal address (if available)	
Name, date of issue, expiry date, number of the document on which the authority of the Client's representative is based	
Is the person (or their relatives) a public officer?*	<input type="checkbox"/> No <input type="checkbox"/> Yes
If yes, indicate the sources of monetary funds	
<p>* The term "public officer" includes the following categories: a person holding a responsible public office; an officer; a person authorised to perform public functions; a person who performs managerial functions in a public organisation or quasi-public sector entity; a person appointed or elected to hold any position in the legislative, executive, administrative, judicial or military bodies of a foreign country; a person who performs a public function for a foreign state; a person holding an executive position in organisations established by countries on the basis of agreements that have the status of international agreements</p>	
Information on representatives (legal entities, foreign structure without formation of a legal entity) (repeating block) (the block is formed only if there is a representative)	
Name, corporate name in Russian (full and/or abbreviated) and foreign languages (full and/or abbreviated) (if available)	
Legal form of organisation	
Taxpayer Identification Number or Foreign Corporate Code	
The record number about accreditation of a branch, representative office of a foreign legal entity, registration number of the legal entity at the place of incorporation and registration - for a non-resident	
The foreign legal entity registration number at the place of incorporation and registration	
Date of state registration (for a branch (representative office) of a legal entity, accredited in the territory of the Republic of Kazakhstan, date of issue of the accreditation certificate (without taking into account the proceedings of extension of accreditation); otherwise, the date of registration of the legal entity at the place of incorporation and registration)	
Place of state registration (location)	

Address of a legal entity	
For foreign structures without formation of a legal entity	
Code(s) (if available) of the foreign structure without formation of a legal entity in its state (territory) of registration (incorporation) as a taxpayer (or its/their equivalent)	
Registration number(s) (if available) allocated to the foreign structure without formation of a legal entity in the state (territory) of its registration (incorporation) upon registration (incorporation)	
Place of main activity	
Name, date of issue, expiry date, number of the document on which the authority of the Client's representative is based	
Details of the beneficial owner(s)* (repeating block)	
<p>➤ <input type="checkbox"/> There are no individuals who ultimately own, directly or indirectly (have a majority equity stake of more than 25 per cent in the capital of the organisation), or control, directly or indirectly, the actions of the organisation</p>	
<p>*A beneficial owner is an individual who ultimately, directly or indirectly (through third parties, including through a legal entity, several legal entities or a group of relevant legal entities), owns (has a majority equity stake of more than 25 percent in the capital) a client-legal entity, or directly or indirectly controls the client's actions, including being able to determine decisions taken by the client</p>	
Surname, first name, patronymic (if available)	
Date of birth	
Nationality	
Name and details of the identity document: series (if available) and document number, the date of issue of the document, the name of the issuing authority, if there is a unit code, may be omitted unit code (if available)	
Address of residence (registration) or stay	
Tax Identification Number (if available)	
Contact telephone and fax numbers	
Email address, postal address (if available)	
Is the person (or their relatives) a public officer?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If yes, indicate the sources of monetary funds	
Grounds for recognising an individual as a beneficial owner	

AML & KYC application

The following questions are intended to assist the Members of the International Trading System Limited in their respective customers due diligence. It seeks to collate and document information on the Anti-Money Laundering & Financing of Terrorism Policies & Procedures implemented by their respective customers, professional intermediaries.

- 1.1.1 Is your institution publicly traded? Yes No N/A
If your answer is "Yes," please list Exchange & Symbol of your institution.

1.

- 1.1.2 Does your Entity have branches or subsidiaries? Yes No

If so, does this questionnaire apply also to your Branches/subsidiaries?

Yes No

Please indicate all branches or subsidiaries according to table:

2. Full name	3. Abbreviated name	4. Legal address	5. Actual address
6.	7.	8.	9.

- 1.1.3 Have there been any significant changes in ownership (exceeding 25%) over the last five years?

Yes No

If yes, please provide details in the box below.

10.

- 1.1.4 Have there been any significant changes in ownership (exceeding 25%) over the last five years?

Yes No

If yes, please provide details in the box below.

11.

- 1.1.5 Have there been any financial regulators fines imposed for non-compliance with Anti-Money Laundering (AML) regulations, including Know Your Customer (KYC), and customers due diligence (CDD), as well as sanctions violations during the last five years?

Yes No

If yes, please provide details in the box below.

12.

Anti-Money Laundering & Financing Terrorism Controls (AML/CFT)

I. General AML Policies, Practices and Procedures	YES	NO	N/A
<p>1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company or institution?</p> <p>If yes, please list the names of the relevant laws:</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has your institution developed written policies and procedures to prevent, detect and report suspicious transactions/terrorist financing activities?</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Does your AML/CFT policy meet the requirement of local laws and the FATF standards?</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Does these laws and regulations prohibit your institution from conducting business with or on behalf shell companies?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Is your AML/CFT policy approved by the board of your institution or by a senior committee?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. Does your policy require you to identify the source of your customers' funds or income?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. Is your institution subject to the supervision of any regulatory authority?</p> <p>If yes, please give the name of the supervisory/regulatory authority.</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing:</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. In addition to inspections by the government supervisors/regulators, does your institution have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>10. Does your Entity have an established Anti-bribery and corruption Policy</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>11. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>12. Does your institution have appropriate record retention procedures pursuant to applicable laws?</p> <p>If yes, please state the period of time for which records are kept.</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>II. Risk Assessment</i>	YES	NO	N/A
13. Does your institution have a risk-based assessment of customer base and their transactions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Does your institution determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that your institution has reason to believe pose a heightened risk of illicit activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>III. Know Your Customer, Due Diligence and Enhanced Due Diligence</i>	YES	NO	N/A
15. Does your institution require the verification of identification information for all customers and counterparties (individuals or entities) at the establishment of the relationship? (such as; name, nationality, address, telephone number, occupation, age/date of birth, number and type of valid official identification, as well as the name of the country/state that issued it)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Does your institution have procedures to establish a record for each new customer that contains their respective identification documents and 'Know Your Customer' information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Does your customer identification program require that enhanced due diligence be conducted regarding certain customers that may present a heightened level of money laundering and terrorist financing risk to your institution, such as international private banking and correspondent banking customers, or customers from high risk money laundering and terrorist financing jurisdictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Does your institution have a periodic process to review and, where appropriate, update high-risk customer information?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds</i>	YES	NO	N/A
19. Does your institution have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>V. Transaction Monitoring</i>	YES	NO	N/A
20. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution to any ML/FT risks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Does your institution filter payments against relevant United Nations sanctions lists, Local Terrorist List?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>VI. AML Training</i>	YES	NO	N/A
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<p>22. Does your Institution provide AML/CTF/Sanctions & Embargoes training to relevant employees that includes:</p> <p>a. Identification and reporting of transactions that must be reported to government authorities.</p> <p>b. Examples of different forms of money laundering involving the institution's products and services.</p> <p>c. International, national, and internal policies to prevent money laundering.</p> <p>d. If yes, how frequent are these trainings?</p> <p>_____</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>23. Does your institution retain records of its training sessions including attendance records and relevant training materials used?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>24. Does your institution have policies to communicate new ML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or practices to relevant employees?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>25. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution? If YES Kindly answer below question. Whether training is provided to third party in relation to:</p> <p>- Identifying and reporting transactions that are required to be reported to government authorities.</p> <p><input type="checkbox"/>Yes <input type="checkbox"/> No</p> <p>- Typical schemes for laundering the proceeds of crime using your financial institution's products and services.</p> <p><input type="checkbox"/>Yes <input type="checkbox"/> No</p> <p>- Internal policies to prevent money laundering.</p> <p><input type="checkbox"/>Yes <input type="checkbox"/> No</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By signing this document I hereby confirm that:

- the statements given above are true and correct;
- our activities and sources of funding are not associated with Illegal Activities, including but not limited to terrorism, drug trafficking, money laundering, receiving proceeds from criminal activities or trading with embargoed countries, shell banks, Prescribed Offence, including financial crimes, anonymous and fictitious named accounts;
- persons indicated in THE APPLICATION (FILE) OF THE CLIENT are not involved to Illegal Activities, including but not limited to gambling, narcotics, prostitution etc.

I also confirm that I am authorized to complete this document.

Name :

Signature :

Title _____

Date:

Official Seal

(P.S. Please ensure that this form is fully filled, duly signed and stamped in order to complete the required onboarding processes).

Please be informed that this document should be provided only by a non-tax residents of Republic of Kazakhstan

Обращаем ваше внимание, что данный документ должен быть предоставлен только лицами, не являющимися налоговыми резидентами Республики Казахстан

PLEASE INSERT YOUR OFFICAL LETTER-HEAD

ПОЖАЛУЙСТА, ВСТАВЬТЕ ВАШ ОФИЦИАЛЬНЫЙ БЛАНК

**Confirmation of Beneficiary Ownership of Income/
Подтверждение фактического права на Доход**

____.____.20____

(indicate the date before the date of the first payment in the calendar year/указать дату до даты первой выплаты в календарном году)

Dear Sirs / Уважаемые господа,

Hereby confirm that _____ (*Applicant's name*) is the beneficial recipient of some types of income indicated below under the Agreement on the provision of clearing services and has the characteristics for achieving the benefits set forth by Convention (Agreement) for the avoidance of double taxation and prevention of fiscal evasion with respect to taxes on income and capital effective between the country of Applicant's tax residence and the Republic of Kazakhstan, that declares the following confirmations that:

Настоящим подтверждаем, что _____ (*указать наименование Заявителя*) является бенефициарным собственником (фактическим получателем) отдельных видов доходов, выделенных ниже, по Договору об оказании клиринговых услуг и имеет основания для предоставления льгот, предусмотренных Конвенцией (Соглашением) об избежании двойного налогообложения и предотвращении уклонения от уплаты налогов в отношении налогов на доходы и капитал, действующего между страной налогового резидентства Заявителя и Республикой Казахстан, что подтверждается следующими заявлениями:

- has address: _____ (*Applicant's address*);
- is a tax resident of _____ (*country of Applicant's tax residence*) with the meaning of the Convention and registered under number _____ (*register number of Applicant*);
- is a beneficial owner of the following types of income, i.e. the entity which actually obtains benefit from the income, has the right to independently use and dispose of this income:
 - penalties, including for improper settlement of obligations stipulated by the provisions of the Clearing Rules of International Trading System Limited;
 - interest on repo transactions;
 - _____ (*if needed please indicate the additional types of income or delete this line*),
- имеет адрес местонахождения: _____ (*адрес регистрации Заявителя*);
- является налоговым резидентом _____ (*указать страну налогового резидентства Заявителя*) в смысле положений Конвенции и имеет регистрационный номер _____ (*регистрационный номер Заявителя*);
- является бенефициарным владельцем следующих видов доходов, т.е. лицом, которое фактически получает выгоду от дохода, имеет право самостоятельно его использовать и распоряжаться этим доходом:
 - штрафы, в том числе за ненадлежащее исполнение обязательств, предусмотренные положениями Правил осуществления клиринговой деятельности International Trading System Limited;
 - проценты по сделкам репо;
 - _____ (*если необходимо, пожалуйста, добавьте дополнительные виды доходов или удалите эту строчку*), полученные от International Trading System Limited, осуществляет функции и принимает на себя все риски, связанные с договором с International Trading System Limited;

received from International Trading System Limited, performing all relevant functions and assuming all associated risks connected with the arrangement with International Trading System Limited;

- confirms that it independently carries out actual activities bears risks and pays taxes on income received in full in the country of tax residence at a rate of ___% (*indicate applicable corporate income tax rate*);
- does not have any legal restrictions to use the mentioned above types of income from International Trading System Limited and does not have any obligations to distribute such earnings to any other entity;
- does not act as an conduit entity or as an agent for any other entity with respect to the mentioned above types of income received from International Trading System Limited;
- has all rights and the abilities to define the economic purpose of the income received from International Trading System Limited;
- confirms that it is responsible for providing false information that may lead to financial (tax) risks and assures that in case any changes occur to the above information in relation to the beneficial rights on mentioned above types of income inform about it prior to the next subsequent income payment by providing the updated version of the Confirmation of Beneficiary Ownership of Income.
- подтверждает, что самостоятельно осуществляет фактическую деятельность, несет риски и уплачивает налоги на доходы, полученные в полном объеме в стране своего налогового резидентства, по ставке ___% (*указать применимую ставку корпоративного подоходного налога*);
- не имеет каких-либо юридических ограничений на использование указанных выше видов доходов от International Trading System Limited и не имеет никаких обязательств по распределению таких доходов любому другому лицу;
- не выступает в качестве посредника или агента для любого другого лица в отношении вышеупомянутых видов доходов, полученных от International Trading System Limited;
- имеет все права и возможности определять экономическое назначение доходов, полученных от International Trading System Limited;
- подтверждает, что несет ответственность за предоставление ложной информации, которая может привести к финансовым (налоговым) рискам, и гарантирует, что в случае каких-либо изменений в указанной информации в отношении бенефициарных прав по указанным выше видам доходов сообщит об этом до следующей выплаты дохода путем предоставления обновленной версии Подтверждения фактического права на Доход.

This Confirmation is made available in relation to the mentioned above types of income paid in 20___. In respect of income not reflected in this letter, the Applicant will not be considered as the beneficial owner of the income.

Настоящее Подтверждение предоставляется в отношении вышеупомянутых видов доходов, выплаченных в 20__ году. В отношении доходов, не отраженных в настоящем письме, Заявитель не будет считаться фактическим получателем дохода.

This Confirmation is made in English and Russian, both texts being equally authentic.

Настоящее Подтверждение составлено на английском и русском языках, при этом оба текста имеют одинаковую силу.

Yours sincerely / С уважением,

(*Name/имя, position/должность*)

Signed for and on behalf of / Подписано от имени

(*the Applicant / указать наименование Заявителя*)

CONSENT
to the personal data processing

I, _____, residing at following address:

_____,
passport series _____ number _____ issued by _____ on _____,
hereby provide my consent to processing by the International Trading System Limited ("ITS Ltd.",
"Company"), location: _____ of my personal data (surname, name,
patronymic, ID document details, place of residence, position, information on qualification certificate)
processed to admit _____ (company
name) for admission to organised trading arranged by the Company.

This consent is provided for performance by the Company of following actions regarding the said personal data: collection, registration, classification, accumulation, storage, rectification (updating, modification), extraction, anonymisation, blocking, deletion, destruction, use of personal data in the Company activities aimed at arrangement of organised trading, as well as transfer (provision, access) of personal data in course of preparation, compilation, and submission of reporting, transfer (provision, access) to state authorities and other persons in accordance with the AIFC Regulations and Rules.

This consent remains valid throughout the term of the Company's activities.

This consent can be withdrawn by me by way of submission of an original of relevant written application to the Company, unless otherwise provisioned in the AIFC Regulations and Rules.

_____ 20 _____

(signature, full name)

List of documents required for registration of the Applicant as a Member

	Name of the document	Form of provision	
		Physical medium document flow	Electronic document flow
1.	Registered founding documents of the Applicant with current changes and supplements.	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
2.	Document confirming state registration of the Applicant: extract from the trade register of the country of registration of the Applicant or other document confirming legal status of the Applicant in accordance with legislation of the country of their registration.	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
3.	Certificate of registration of the Applicant with a tax authority or other document issued by a tax authority in accordance with legislation of the country of registration of the Applicant.	Notarised copy or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
4.	Document confirming the fact of election (appointment) of sole executive body of the Applicant.	Original or notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
5.	Order on assumption of office by sole executive body of the Applicant with indication of the date of assumption of office.	Original or notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
6.	ID document of the person assigned as sole executive body of the Applicant.	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
7.	Employment agreement (contract) of sole executive body of the Applicant. The said document is provided to the Company only if founding documents of the Applicant or the document on election	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature

	(appointment) of sole executive body do not indicate the term, for which sole executive body is elected.		
8.	Letter of attorney confirming authorities of persons, regarding which the information is provided in sections Information on Representatives (individuals) and Information on Representatives (legal entities, unincorporated foreign structures) of the Applicant's Application and/or an Application of the client's representative being a legal entity/ Application of the client's representative being an individual is submitted, except for sole executive body of the Applicant.	Original or notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
9.	ID document of the individual indicated in clause 8 of this table.	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
10.	Documents of the managing organisation. If authorities of the Applicant's sole executive body and signing powers are transferred to a managing organisation, documents confirming legal capacity of the said managing organisation are submitted to ITS, as indicated in clauses 1-8 of this table.	Original or notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
11.	Ownership structure of the Applicant or extract(s) from the shareholder register of the Applicant and their shareholders (if necessary). Ownership structure of the Applicant is disclosed up to individuals, who in the end directly or indirectly (through third persons) own (have majority share of over 25 per cent in the Applicant's capital) or may control actions of the Applicant. Country of registration/ incorporation (citizenship) of foreign legal entities and individuals from the Ownership structure is indicated.	The Original.	as an Electronic Document signed with a Digital Signature
12.	Local Regulator's licence and/or AIFC licence	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee	as an Electronic Document signed with a Digital Signature

		of the Company (if the original is available).	
13.	AIFC document recognising the Local Regulator's licence	Notarised copy or a copy certified by an authorised employee of the Applicant (if the original document is provided to the Company), or a copy certified by an authorised employee of the Company (if the original is available).	as an Electronic Document signed with a Digital Signature
14.	Information on business reputation of the Applicant	Original or notarised copy.	as an Electronic Document signed with a Digital Signature
15.	Details about the Applicant's financial status	Financial statements prepared in English in accordance with the requirements defined by International Financial Reporting Standards.	as an Electronic Document signed with a Digital Signature
16.	Wolfsberg Questionnaire (filled in by Applicants who are credit institutions)	The Original.	as an Electronic Document signed with a Digital Signature
17.	AML & KYC Questionnaire	The Original.	as an Electronic Document signed with a Digital Signature
18.	<i>Confirmation of Beneficiary Ownership of Income</i> (in the form approved by Annex 4 of the Membership Rules) (for tax non-residents of the Republic of Kazakhstan)	The Original.	as an Electronic Document signed with a Digital Signature
19.	Certificate of tax residency of the Applicant/Member for the year in which the conclusion of the trading service agreement and (or) clearing service agreement takes place, in the form approved in the jurisdiction of tax residency of the Applicant/Member, if applicable (in the presence / absence of a valid double taxation treaty concluded by the country of tax residency of the Applicant/Member and the Republic of Kazakhstan) and in accordance with the requirements for such a certificate approved in the Republic of Kazakhstan) (for tax non-residents of the Republic of Kazakhstan)	<p>The Original, legalized in the manner prescribed by the legislation of the Republic of Kazakhstan (where applicable) and a notarized translation into Russian (where applicable) or a notarized copy of the original document.</p> <p>The signature and seal of the foreign notary must be legalized in the manner prescribed by the legislation of the Republic of Kazakhstan;</p> <p>or an electronic version posted on the Internet resource of the state body performing legalization, or other state organization or public chamber of notaries collecting (storing) electronic apostilles of a foreign state;</p> <p>or a paper copy of such certificate posted on the Internet resource of the competent authority of a foreign state.</p>	as an Electronic Document signed with a Digital Signature
20.	CONSENT to the personal data processing	The original	as an Electronic Document signed with Digital Signature

**Financial reports and other documents to be submitted by Members (Applicants) to the Company
and deadlines for their submission**

Name and form of reporting	Frequency of submission	Deadline for submission
Financial reports (if there is a subsidiary organization(s) - consolidated and separate financial statements) prepared in Russian or English in accordance with the requirements specified by International Financial Reporting Standards or other standards applicable in the jurisdiction of the Applicant/Member.	If the Applicant submits documents for registration as a Member then it shall be for 4 reporting periods preceding the date of submission of documents. After registering as a Member: quarterly.	Applicants: upon submission of documents for registration as a Member. Upon registration as a Member: <ul style="list-style-type: none"> quarterly - not later than the 10th working day of the month following the reporting quarter; annual audited financial statements as of 31 December - not later than 01 July of the year following the reporting quarter.
Information on compliance with mandatory financial requirements and other norms and limits set by the competent regulatory authority of the financial market and organizations of the state or place where the Applicant/ Member is registered (if applicable)	When the Applicant submits documents for registration as a Member - for the last 12 months preceding the date of submission of documents. After registration as a Member - on a quarterly basis	Applicants - when submitting documents for registration as a Member. After registration as a Member: Not later than the 10th working day of the month following the reporting quarter.
Information on the Applicant/Member's violation of mandatory financial requirements and other norms and limits set by the competent regulatory authority of the financial market and organizations of the state or place where the Applicant/Member is registered (if applicable)	When the Applicant submits documents for registration as a Member and after registration as a Member - permanently	Within one working day from the date of occurrence of the violation
Information on initiation of bankruptcy proceedings	When the Applicant submits documents for registration as a Member and after registration as a Member - permanently	Within one working day from the date of occurrence of the event
Information on suspending, withdrawing or annulling a license to operate on the securities market	When the Applicant submits documents for registration as a Member and after registration as a Member - permanently	Within one working day from the date of occurrence of the event
Certificate of tax residency of the Applicant/Member (for tax non-residents of the Republic of Kazakhstan)	When the Applicant/Member submits documents for registration as a Member: for the year in which the conclusion of the trading service agreement and clearing service agreement takes place, in the form approved in the jurisdiction of tax residence of the Applicant/Member, if applicable (in the presence / absence of a valid double taxation treaty	Applicants: upon submission of documents for registration as a Member. Upon registration as a Member: <ul style="list-style-type: none"> no later than 31 January for the year in question.

	concluded by the country of tax residence of the Applicant/Member and the Republic of Kazakhstan) and in accordance with the requirements for such certificate approved in the Republic of Kazakhstan	
<i>Confirmation of Beneficiary Ownership of Income</i> of the Applicant/Member in the form of Annex 4 to the Membership Rules, signed by an authorised representative of the Applicant/Member (for tax non-residents of the Republic of Kazakhstan)	When the Applicant submits documents for registration as a Member: for the year in which the conclusion of the clearing service agreement and/or the trading service agreement takes place. After registering as a Member: annually.	Applicants: upon submission of documents for registration as a Member. Upon registration as a Member: no later than January 31 for the current year.

The Financial Statements of the Clearing Member are submitted to the Company as the Electronic Document signed with the Digital Signature or in hard copy.