Approved by Order of the Senior Executive Officer
of Private Company “International Trading System Limited”
№278/7 dated October 05, 2026

# Membership Rules
# OF PRIVATE COMPANY “INTERNATIONAL TRADING SYSTEM LIMITED”

**Table of Contents**


1. Terms and definitions ... 3
2. General provisions ... 3
3. Registration as a Member and registration of Clients ... 6
4. Admission to Trading and admission to clearing services ... 11
5. Suspension and resumption of admission to Trading ... 11
6. Suspension and resumption of admission to clearing services ... 13
7. Termination of admission to Trading ... 15
8. Termination of admission to clearing services ... 16
9. Register of Members, Register of Clients and Economic Profile ... 18
10. Procedure for appealing the Company's decisions ... 18
11. Representations of circumstances ... 19

Annex No. 1 Requirements for the Applicant when registering as a Member ... 21
Annex No. 2 Requirements for Members for admission to the Trading ... 22
Annex No. 3 Requirements to the Members for admission to clearing services ... 23
Annex No. 4 List of forms and documents required for registration of the Applicant as a Member ... 24
Annex No. 5 Notifications of changes in Member's details, financial reports and other documents ... 29
Annex No. 6 Application form for registration as a Member ... 31
Annex No. 7 The Application (file) of the Member - legal entity ... 32
Annex No. 8 KYC Questionnaire ... 36
Annex No. 9 Consent to the personal data processing ... 41
Annex No. 10 Trading Services Agreement ... 42
Annex No. 11 Clearing Services Agreement ... 44
Annex No. 12 Confirmation of the Actual Right to Income ... 46
Annex No. 13 Power of Attorney ... 48
Annex No. 14 Application form for change of Member details ... 50
Annex No. 15 Application form for suspension/renewal/termination of admission ... 51
Annex No. 16 Confirmation of Member Status and Authority for Derivatives Trading ... 52
Annex No. 17 Application for Admission of Member's Clients to Derivatives Trading ... 53

## 1. Terms and definitions

**AIFC** means the Astana International Financial Centre.

**AIFC Regulations and Rules** means an official written document, adopted by an AIFC Body, relating to the relationships between AIFC Participants, AIFC Bodies, their Employees, AIFC Participants and AIFC Bodies, AIFC Participants and their Employees or Employees of AIFC Bodies, AIFC Bodies and their Employees or Employees of AIFC Participants as stated in Constitutional Statute of the Republic of Kazakhstan “On the Astana International Financial Centre” No. 438-V ZRK, dated 7 December 2015.

**AFSA** means Astana Financial Services Authority, the independent regulator of the AIFC.

**Business Rules** is an internal regulation of the Company, which establishes the procedure for providing services for Trading as defined in the aforementioned Rules.

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

**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 on whose behalf the Member acts, registered by the Company in accordance with the established procedure.

**Client Code** means the Trading Member's Client Code and/or the Clearing Member's Client Code.

**Client Short Code** means the Trading Member’s Client Short Code and/or the Clearing Member’s Client Short Code.

**Company** means Private Company “International Trading System Limited” (ITS Ltd).

**EDMS** means Electronic Document Management System as defined in the Business Rules.

**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 the Company 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 the Company.

**Restrictions** mean 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 Applicant (Member), its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner.

**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 Private Company “ITS Tech Limited”.

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

**Trading Account** means a classification of an account established in the Settlement Depositary for holding Securities participating in clearing, with ITS CCP acting as an Account operator.

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 Trading and/or admission to clearing services (the "Applicant") as a Trading Member and/or as a Clearing Member respectively, the terms and procedure for granting, suspension, renewal and termination of the Member's admission to Trading and/or 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 only to persons admitted to Trading in accordance with these Rules. The Company provides clearing services only to persons admitted to 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 Trading in the manner set out in the Business Rules.

For the purposes of providing trading services and\or access to clearing services, the Technical Centre provides access to the EDMS.

For the purposes of concluding Internal OTC Contracts, the Member 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 Technical Centre.

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

1) there is an 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 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 Clearing Member or its Client;
- when the Restrictions apply to the Clearing Member, its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner;
- if the Clearing 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. By joining the Business Rules and/or Clearing Rules and these Rules the Member undertakes to ensure that the Member and its staff adhere to high ethical and professional standards throughout the entire period of admission to Trading and/or clearing services.

2.7. 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.

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

2.9. All documents submitted in accordance with these Rules shall be provided in English, except as expressly provided in this paragraph.

Documents in Russian language issued by authorized state authority in the Applicant’s/Member’s country of registration may be submitted in Russian without translation.

Documents composed in a language other than English or Russian shall be provided in the original language and shall be translated into English by the Company.

The Applicant/Member may instead provide an English translation of such documents, provided that the translation is certified by the translator. The original language document must be submitted together with the certified translation.

2.10. The Applicant/Member hereby represents and warrants to the Company that all documents submitted under these Rules are valid and obtained from official sources. The Company reserves the right to request proof of issuance of the requested documents from official sources, an apostille, or consular legalization.

2.11. The Company has the right to transfer to the Technical Centre/ Settlement Depositary information and documents about the Member and/or its Client where the Client acts as a broker (agent), that are in Company’s possession and which may be used by the Technical Centre/Settlement Depositary for the purposes of conclusion of Internal OTC Contracts and/or for the purpose of concluding the agreement on IT support between the Member and/or the Client where the Client acts as a broker (agent), and the Technical Centre/Settlement Depositary, including information about all codes assigned to the Member and/or such Client in accordance with these Rules.

2.12. The Company reserves the right to 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 trading service agreements and clearing service agreements, which are concluded between the Members and the Company prior to the effective date of such amendments.

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

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

1) the date of termination of the Member's admission to Trading or the date of termination of the Member's admission to the clearing services;
2) the date of termination of the specified agreement in accordance with clause 2.14 or 2.15 of these Rules.

The clearing service agreement shall be concluded for an indefinite term and shall be valid from the date of signing of such agreement by the Company and the Applicant/Member 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 2.14 or 2.15 of these Rules.

2.15. The Member is entitled to withdraw from the trading service agreement and/or clearing service agreement on condition of notifying the Company in writing not less than 10 business days before the intended termination date of such agreements.

These agreements shall be terminated upon expiration of 10 business days from the date the Company receives the Member's notification of withdrawal or, if the notification specifies a later termination date, from the date specified in the notification, provided that the Member has no property obligations under these agreements and/or outstanding obligations admitted to clearing.

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

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

2.17. The Company shall notify the Member in advance of its refusal to fulfil the trading service agreement and/or clearing service agreement. These agreements will be terminated after 10 days from the date the Member receives the Company's notification of withdrawal or, if the notification specifies a later termination date, from the date specified in the notification.

2.18. The trading service agreement and/or clearing service agreement shall also be terminated in other cases provided for by the provisions of the AIFC Regulations and Rules and these Rules, including in the event of the Member's or the Company's refusal to fulfil them.

2.19. 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 Clearing rules and 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 to the Company the forms and documents specified in the List of forms and documents required for registration of the Applicant as a Member specified in Annex 4 to these Rules and Documents for opening a Trading Account (if such account is required to be opened) for further transfer to the Settlement Depositary in accordance with the requirements of the internal regulations of the Settlement Depositary.

3.2. The Applicant, when submitting the documents specified in clause 3.1. of these Rules and any documents (information) that may be requested by the Company pursuant to clause 3.3. of these Rules, the Member, when submitting the documents specified in clause 3.12. of these Rules, confirms that it has obtained the consent of the individuals whose personal data are contained in such documents (information) to transfer their personal data to the Company in the form set forth in Annex 9 to these Rules.

Such data may be processed for the purposes of concluding the trading service agreement and the clearing service agreement and for updating the information, for the sanctions compliance procedure, the anti-money laundering (AML) procedure, the exchange of data on financial accounts under international agreements concluded by the Republic of Kazakhstan, compliance with tax legislation of the Republic of Kazakhstan and other jurisdictions, and as part of the provision of investment services to the Company. Such processing may be carried out whether or not by means of automation, and includes 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 companies of the ITS Group, to an outsourcing company, to any superior depository (custodian), upstream broker (agent) and any tax agent (including upstream tax agents), as well as to Kazakhstani and foreign tax authorities.

The Applicant/Member undertakes to provide such consents within 10 business days upon the Company's written request.

The consent may be provided in the form of (i) the original; (ii) a copy certified by (a) an Applicant's/Member's sole executive body; or (b) a person acting under a power of attorney duly issued by the Applicant/Member.

This document may also be submitted as a copy certified by an employee of the Company, provided that such copy is certified against production of the original document.

3.3. The Company may require the Applicant to provide documents (information) other than those specified in these Rules. These documents (information) could include but not limited to documents (information) requested in according with the AFSA Rules on AIFC Anti-Money Laundering, Counter – Terrorist Financing and Sanctions Rules No. FR0008 of 2017, as well as documents that could be necessary for the identification of the Applicant's beneficial owners, source of funds, source of wealth and other reliable aspects, etc. The Applicant must provide the documents (information) mentioned in the Company request according to the procedure and timing established by the Company.

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

3.5. 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.

3.6. 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 is included in the list of countries that are subject to sanctions or 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 grounds, 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 AIFC Anti-Money Laundering, Counter – Terrorist Financing and Sanctions Rules No. FR0008 of 2017, international requirements, and internal regulations of the Company.

3.7. 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 3.27 and 3.28 of these Rules, the Company shall have the right to extend the term for reviewing the submitted documents or decide to refuse to register the Applicant as a Member.

3.8. If the Company decides 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 set forth in Section 10 of these Rules and/or resubmit the required registration documents.

3.9. If the Company decides to register the Applicant as a Member, the parties shall exchange 2 original copies of the signed agreements within 30 days after signing them. The signed agreements shall be sent to the address indicated in the Application (File) of the Member-Legal Entity in the form specified in Annex 7 to these Rules.

3.10. From the date of conclusion of the trading service agreement and/or clearing service agreement, the Applicant becomes a Member.

3.11. 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 via EDMS within 1 business day after the Company makes a decision to register (refuse to register) the Applicant as a Member.

3.12. The Company may request from the Member any documents and/or information other than those specified in these Rules. These documents (information) could include but not limited to documents (information) regarding its compliance with the current regulatory requirements applicable to it under the AIFC Acts and Company Rules, requested in accordance with the AFSA Rules on AIFC Anti-Money Laundering, Counter – Terrorist Financing and Sanctions Rules No. FR0008 of 2017, as well as documents that could be necessary for the identification of the Member's beneficial owners, source of funds, source of wealth and other reliable aspects, etc. The Member must provide the documents (information) mentioned in the Company request according to the procedure and timing established by the Company.

3.13. The Members shall be obliged to notify the Company of any changes to the information and documents previously submitted in order to be registered as a Member. The information and documents to be submitted in the event of such changes, as well as timing for notification, are specified in Notifications of Changes in Member's Details, Financial Reports and Other Documents set out in Annex 5 to these Rules.

3.14. 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 that is not classified under Category A.

The Company sets identical requirements to all Members within the same category.

3.15. The Company assigns the following codes to the Member in accordance with the internal documents of the Company 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 internal documents of the Company.

3.16. 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 internal documents of the Company.

3.17. In order to register as a Client, the Company assigns the following codes to the Client in accordance with the internal documents of the Company:

- Client Code;
- Client Short Code.

3.18. Unless otherwise provided by the Company's decision, the registration of a Client is carried out by the Company on the basis of the Client data provided to the Company by the Member or by the Client when acting as a broker (agent).

3.19. 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 internal documents of the Company.

3.20. The Member or the Client when acting as a broker (agent) by submitting to the Company an application for registration of Clients and any documents (information) that may be requested by the Company pursuant to clause 3.20. of these Rules (hereinafter referred to as "Personal Data") confirms that it has obtained the consent of the individuals whose Personal Data are contained in such documents (information) to transfer

their Personal Data to the Company for further processing by the Company, whether or not by means of automation, 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 companies of the ITS Group, to an outsourcing company, to any superior depository (custodian), upstream broker (agent) and any tax agent (including upstream tax agents), as well as to Kazakhstani and foreign tax authorities, for the purposes of the sanctions compliance procedure, the anti-money laundering (AML) procedure, the exchange of data on financial accounts under international agreements concluded by the Republic of Kazakhstan, and as required by the tax legislation of the Republic of Kazakhstan and other jurisdictions, and as part of the provision of investment services to the Company.

The Company has the right to request consents to the processing of Personal Data received by the Member or by the Client (when the Client acts as a broker or agent) from its Clients (the data subjects) in the form set forth in Annex 9 to these Rules and the Member shall provide such consents to the Company within 10 business days from the date of the request.

The consent may be provided in the form of (i) the original; (ii) a copy certified by (a) the Member's sole executive body; or (b) a person acting under a power of attorney duly issued by the Member.

This document may also be submitted as a copy certified by an employee of the Company, provided that such copy is certified against production of the original document.

3.21. The Company has the right to request the Member and the Client when acting as a broker (agent) to submit additional documents and/or information about their Clients, including but not limited to documents provided by the Client to the Member or to the Client when acting as a broker (agent) for the purpose of its identification in accordance with the AFSA Rules on AIFC Anti-Money Laundering, Counter – Terrorist Financing and Sanctions Rules No. FR0008 of 2017 , as well as documents confirming the Client's tax resident status, documents that could be necessary for the identification of the Client's beneficial owners, individuals constituting the management (governing) bodies, source of funds, source of wealth and other reliable aspects, etc. The Member shall provide to the Company the requested documents and/or information on their Client to the extent, manner and time limits determined by the Company's request.

3.22. When registering a Client, the Company assigns to such Client the Client Code and Client Short Code, as well as enters information about this Client into the Register of Clients.

The Company is also entitled to assign additional Client Short Codes in the manner set forth in the internal documents of the Company.

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.

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

3.24. The Client may be excluded from the Register of Clients on the basis of the Client deregistration application form provided by the Member.

3.25. Unless otherwise provided by this clause, 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 via EDMS within 1 business day after the Company makes a decision.

If Member has a Client acting as a broker (agent), the Company notifies Member of the assignment of the Client Short Code or of the refusal to assign such Code in the form of an Electronic Document signed with a Digital Signature via EDMS within 1 business day after the Company makes a decision.

Upon registering a Client acting as a broker (agent) of its client, The Company notifies the Client when the Client acting as a broker (agent) 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 via EDMS within 1 business day after the Company makes a decision.

3.26. 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.

3.27. Unless otherwise provided for by the AIFC Regulations and Rules, 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 / Internal OTC Contract and apply to the relevant Applicant or Client.

3.28. Unless otherwise provided by the AIFC Regulations and Rules, the Company does not register the Applicant, does not grant admission to Trading and/or admission to clearing services to the Member, has the right to suspend and (or) terminate admission to Trading and/or admission to clearing services of the Member, including in terms of operations executed in favor of one, several or all Clients, does not register and has the right to suspend and (or) to terminate admission to Trading and/or admission to clearing services of the Member for one or several Clients in the following cases:

- if the Applicant (Member) 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 Applicant (Member) to submit additional information to the Company upon its request;
- if there are any facts of deterioration of the Applicant's (Member's) financial standing and/or information giving reasons to consider possible deterioration of the Member's financial standing and/or failure of the Applicant (Member) to timely and fully perform its obligations appeared on the basis of inspection of reports provided by the Applicant (Member) in accordance with Annex 4 to these Rules, as well as publicly available information about the Applicant (Member);
- if Restrictions are imposed in respect of the Applicant (Member), its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner;
- if the Applicant (Member) has not timely notified the Company of the imposition of the Restrictions in respect of this Applicant (Member), its founder, representative or beneficial owner, or Client, its founder, representative or beneficial owner, or fails to comply with the Restrictions or ensure compliance there with by itself or by its Clients;
- if conclusion and/or fulfilment by the Member, including on behalf of its Clients, of the contracts, 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 imposition of the Restrictions to such persons, and/or will and/or may lead to liability and/or intervention measures affecting the Company / Settlement Depositary / Settlement Organisation;
- if the Member has not submitted to the Company the documents and/or information requested by the Company concerning this Member, 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 providing to the Member or its Clients, 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) or its Clients, their 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 that issues bearer shares;
    3. non-commercial organization, including trade union, simple partnership, garden partnership, collective liability company, club, charitable foundation, as well as any 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.

3.29. The Member is obliged to notify the Company of the imposition of the Restrictions to it or its Client immediately from the moment when the relevant party becomes aware and/or should have become aware of the imposition of the Restrictions. The Member undertakes to observe and enforce the Restrictions on it or its Clients and indemnify the Company for any losses incurred by the Company due to the dissemination of the Restrictions.

3.30. The Member is obliged to comply with the requirements of the AIFC Acts, Business Rules, Clearing Rules, and Company Rules applicable for admission to markets and/or instruments.

## 4. Admission to Trading and admission to clearing services

4.1. Admission to Trading, excluding Derivatives Trading, is granted to the Member not later than 3 business days after fulfilment of all requirements set forth in Annex 2 to these Rules, provided that there are no grounds for refusal to grant admission to Trading in accordance with clause 3.28 hereof. Admission to clearing services is granted to the Member not later than 3 business days after fulfilment of all requirements set forth in Annex 3 to these Rules, and provided that there are no grounds for refusal to grant admission to clearing services in accordance with clause 3.28 hereof.

4.2. Admission to Derivatives Trading shall be granted to the Member no later than 3 business days after fulfilling all requirements set forth in Appendix No. 2 to these Rules, subject to the following conditions:

- if the Member is not incorporated in the AIFC or the Republic of Kazakhstan, provided there are no grounds for refusal of admission to Trading pursuant to clause 3.28 of these Rules and provided the Member submits to the Company the application prescribed by Appendix 16 to these Rules;
- if the Member is incorporated in the AIFC or the Republic of Kazakhstan, provided there are no grounds for refusal of admission to Trading pursuant to clause 3.28 of these Rules, and, with respect to transactions executed for the benefit of one, several, or all Clients, provided the Member submits to the Company the application prescribed by Appendix 17 to these Rules (for all Clients) or submits the application prescribed by Appendix 2 to the Regulations on clearing activities (for one or several Clients).

4.3. The Company informs the Member of the decision on admission to Trading and/or admission to clearing services or on refusal of such admission not later than 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 via EDMS.

4.4. The Member admitted to Trading shall, during the admission, comply with the requirements set forth in Annex 1 and 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 1 and 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/or 3 to these Rules in a way specified in Clause 3.12 of these Rules.

## 5. Suspension and resumption of admission to Trading

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

1) AFSA sends a corresponding instruction;
2) the Member's status described in clause 2 of Annex 1 to these Rules is suspended;
3) if the foreign laws establish Restrictions affecting the conclusion of Agreements within 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 Trading if at least one of the following conditions is met:

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 or other applicable legislation;
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 Trading in accordance with these Rules is temporarily unavailable;
7) if an application form for the suspension of the admission to Trading is received from the Member;
8) if the admission to Trading leads to violation by the Company of the AIFC Regulations and Rules;
9) if the Member is reorganised;
10) in cases stipulated by clause 3.28 of these Rules;
11) in case of other circumstances, which, at the Company's discretion, are the reason to suspend the admission to Trading.

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

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;
3) in case of other circumstances, which, at the Company's discretion, are the reason for the partial suspension of admission to Trading.

5.3. Based on the application form for suspension to Trading, the Member may be suspended in whole or in part. An application form of the Member for the suspension/ partial suspension of admission to Trading is submitted to the Company as an Electronic Document signed with a Digital Signature via EDMS, or as a scanned signed copy sent to the Company's e-mail address, according to the form set forth in Annex 15 to these Rules. The said application form may contain the date from which the Member requests suspension to Trading, which may not be earlier than 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 to Trading. An application form of the Member on the partial suspension of admission to 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 Trading to the Member 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.

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

Partial suspension of the admission to Trading means a temporary ban (for the duration of the suspension) on the Member submitting and withdrawing Orders — either generally, or in respect of a specific type of Orders, or in one or several Trading modes, trading periods, trading sessions, Instrument Groups, and/or Settlement Codes, without terminating admission to Trading.

For the period of partial suspension of the Member's admission to Trading the registration of the Clients of such Trading Member is also partial suspended.

5.4. The Company may suspend or partial suspend the Client's registration upon the occurrence of circumstances pointed in these Rules.

5.5. The Company suspends registration of the Clients until the Member or the Client when acting as a broker (agent) 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 parts of the Clearing Rules, provisions of the Regulations on Information Exchange and the QI/QDD Regulation).

5.6. 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 Trading.

Partial suspension of registration of the Clients means a temporary ban (for the duration of the suspension) on the Member submitting and withdrawing Orders — either generally, or in respect of a specific type of Orders, or in one or several Trading modes, trading periods, trading sessions, Instrument Groups, and/or Settlement Codes — when acting in the interest of or on behalf of such Clients, without terminating admission to Trading.

5.7. A decision about the suspension/partial suspension of the admission to Trading (suspension/partial suspension of registration of the Client) is made by the Company. A decision about the partial suspension of the admission to 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 Trading to the Company, the decision about the suspension/partial suspension of the admission of the Member to Trading is made by the Company within 5 business days from the day the Company receives such application form.

The Company sends a notification about the suspension/partial suspension of the admission to 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 1 business day after the Company has made a decision to suspend or partially suspend admission to Trading by sending a notification as an Electronic Document signed with a Digital Signature via EDMS.

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

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

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

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

5.10. The resumption of the admission to Trading of the Member also means 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 to these Rules and (or) if at least one of the following conditions is met:

1) 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;
2) if admission to Trading is suspended;

3) if the Member's admission to Trading is terminated;
4) if the Company receives an application form for the suspension of clearing services from the Member;
5) 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 (unless instructed otherwise by the AIFC Regulations and Rules);
6) if a Member that is a non-U.S. financial institution designates itself with a "Non-Participating FFI" status on the Self-Certification Form;
7) if the Member is recognised as a non-cooperating or non-participating financial institution in accordance with the internal regulations of the Company;
8) if the status of the Member, as specified in clause 2 of Annex 1 to these Rules is suspended;
9) in cases stipulated by clause 3.28 of these Rules;
10) in case of other circumstances, which, at the Company's discretion, are the reason to suspension (partial suspension) the admission to clearing services.

6.2. The Company suspends registration of the Clients until the Member or the Client when the Client acting as a broker (agent) submits and the Company verifies the documents filled in relation to 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).

6.3. The application form of the Member for suspension of clearing services is submitted to the Company, or as the Electronic Document signed with a Digital Signature via EDMS 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 15 to these Rules. The said application form may contain the date from which the Member requests suspension of clearing services, which may not be earlier than 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.

6.4. 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.

6.5. 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.

6.6. The Company is also entitled to suspend (partially suspend) clearing services to the Member and/or suspend (partially suspend) registration of one, several or all Clients including but not limited to cases of violation by the Member or by the Client 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 available information when making a decision on suspension or termination of clearing services of the Member (on suspension or termination of registration of the Client).

6.7. Suspension of clearing services of the Member means prohibition of clearing under the contracts / 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. During the suspension period, the registration of its Clients is also 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 partial suspension of registration of the Client may also be imposed, including for the types of contracts cleared according to the Clearing Rules.

6.8. Admission to clearing services (effect of registration of the Client) is resumed by resolution of the Company within 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 to these Rules, 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 5 business days from the day when the Company receives such application form.

6.9. The Company notifies the Member of suspension, partial suspension or resumption of admission of the Member to clearing services within 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 via EDMS.

The Company notifies the Member of suspension, partial suspension and resumption of the registration of its Clients by sending a notification as Electronic Document signed with a Digital Signature via EDMS.

## 7. Termination of admission to Trading

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

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 1 to these Rules;
4) if the foreign laws establish Restrictions affecting the conclusion of Agreements within 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 Trading if at least one of the following conditions is met:

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 (winding-up) procedures against the Member in accordance with the procedure established by the AIFC Regulations and Rules or other applicable laws;
3) if the Member violates its obligations to pay for the Company’s services;
4) in case admission to Trading is suspended for more than 6 months;
5) if the Member sends an application form for termination of admission to Trading;
6) if the earlier identified violations that have led to the suspension of the admission to 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 Trading in accordance with these Rules is unavailable;
8) if the admission to Trading would result in violation by the Company of the AIFC Regulations and Rules;
9) in cases stipulated by clause 3.28 of these Rules;
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;

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

7.3. An application form for the termination of the admission according to the form of Annex 15 to these Rules is submitted to the Company as an Electronic Document signed with a Digital Signature via EDMS, 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 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 Trading to the Member within 1 business day after the corresponding decision of the Company as an Electronic Document signed with a Digital Signature via EDMS. Upon settlement of the Member's outstanding obligations, the Member submits a new application form for termination of admission to Trading.

7.5. The termination of admission to 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 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 a 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. 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 Trading may be terminated within 5 business days from the moment when the Company receives such application form. That decision becomes effective from the start of 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 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 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 via EDMS.

7.10. The Company may use the publicly available information to make decisions about the termination of admission to Trading (termination of registration of the Client).

## 8. Termination of admission to clearing services

8.1. The Company is entitled to terminate admission of the Member to clearing services in the cases stipulated by clauses 3.28 of these Rules and (or) if at least one of the following conditions is present:

1) if the Member fails to comply with the requirements laid down in Annex 3 to these Rules for a period of six (6) consecutive months;
2) if the Member's admission to Trading is terminated;
3) if the Member sends an application form for termination of admission according to the form set forth in Annex 15 to these Rules;
4) if the Member's status, recognised by a foreign body regulating the activities of the Trading Members in Trading and allowing to perform operations in the said Trading, is suspended or terminated;
5) if a foreign body, regulating the activities of the Trading Members in Trading, imposes Restrictions on the Member, limiting its ability to execute certain types of transactions;
6) 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 may terminate the Member's admission to clearing services in the following cases:

1) if the Member loses the status specified in clause 2 of Annex 1 to these Rules due to revocation (cancellation) of the Member's operating license;

2) if temporary administration is appointed or a competent authority decides to introduce one of the bankruptcy (winding-up) proceedings against the Member;

3) if the Clearing Member is reorganised 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);

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

5) 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;

6) 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 Member or its 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) if the Restrictions apply to the Member, its founder, representative or beneficial owner.

8.3. 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.

8.4. The application form of the Member for termination of clearing services is submitted by the Member as the Electronic Document signed with a Digital Signature via EDMS or as a scanned signed copy sent to the Company’s e-mail address, according to the form set forth in Annex 15 to these Rules. The said application form should contain the date from which the Member requests terminationof clearing services, which may not be earlier than 1 business day from the date of receipt of the said application by the Company.

The Company has the right to refuse to terminate 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 1 business day after the corresponding decision of the Company as an Electronic Document signed with a Digital Signature via EDMS. Upon settlement of the Member's outstanding obligations, the Member submits a new application form for termination of clearing services.

8.5. The decision of the Company to terminate admission to clearing services of the Member (termination of the Client's registration) 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.

8.6. 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 5 business days from the moment when the Company receives such application form.

8.7. Termination of the Member's clearing services means prohibition of clearing the obligations under the contracts / 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 contracts / 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.

8.8. The Company notifies the Member of termination of admission of the Member to clearing services within 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 via EDMS.

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

8.9. Termination of admission to clearing services entails termination of the 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 contains the following information about the Members:

- full name of the Member;
- Member Identifier;
- Member Code (Codes);
- address, telephone number, e-mail address of the Member;
- date of adding the Member to the register of Members;
- current status of the admission to Trading and/or clearing services (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 contains the following information about the Clients:

- Client Code (Codes);
- date of adding the Client to the register;
- current status of admission to Trading and/or 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. of these Rules.

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 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 following Company’s decisions under the procedure set out in this clause:

- on refusal to register the Applicant as a Member;
- on refusal to grant the Member admission to Trading and/or admission to clearing services;
- on suspension (partial suspension) of admission to Trading and/or admission to clearing services;
- on cessation of admission to Trading / admission to clearing services;
- on suspension (partial suspension) of Client registration;
- on termination of Client registration;

- on application of sanctions stipulated by clause 2.8. 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 2 business days 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 hard copy or in the form of an Electronic Document signed with a Digital Signature via EDMS 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 hard copy or in the form of an Electronic Document signed with a Digital Signature via EDMS).

10.3. The appeal of the Applicant/Member shall be considered within 5 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 Company's judgement 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 2.7 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 Trading and conclusion of transactions within 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 subject to the Restrictions established by foreign laws related to the conclusion of the Agreements within Trading and/or settlement of payments under such Agreements/Internal OTC Contracts nor do they act in the interest of persons who are subject to such Restrictions (this clause does not apply if the AIFC Regulations and Rules establish that the Company is prohibited to 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 via EDMS, the Applicant confirms that he has received all required approvals from the individuals, whose personal data is shared with the Company.

11.1.4. The Applicant/Member has a sufficient level of ability, competence and experience, including appropriate standards of conduct for its staff.

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

11.3. In case of violation of the representations of circumstances 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 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 representations of circumstances, 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 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. of these Rules, 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. of these Rules, the provisions of clauses 11.3 and 11.4 herein are applied if the Applicant/Member fails to eliminate the said violations within 5 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 200,000 (two hundred thousand) 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:<br>1) An authorised company;<br>2) Recognised Non-AIFC Member. |
| 3 | An Applicant must not be subject to a ban from or restriction on operations related to Trading and/or financial operations (clearing services) |
| 4 | The Applicant shall duly perform its obligation to submit to the Company all documents (information) stipulated by or requested under these Rules |
| 5 | To ensure the relevance, accuracy and completeness of the documents and the information provided by the Applicant and their timely update |
| 6 | To have access to the EDMS on the basis of the agreement concluded with the Technical Centre and to comply with the terms and conditions of this 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 in accordance with the Clearing Rules |
| 8 | 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.<br><br>No grounds exist that would lead to the revocation, suspension, or termination of any licence, permission, or authorisation held by the Applicant, on the basis of which the Applicant is entitled to carry out its regulated activities. |

Annex No. 2 to Membership Rules
of Private company “International Trading System Limited”

**Requirements for Members for admission to the Trading**

| № | Requirement |
|---|---|
| 1 | To fulfil all requirements to get admission to clearing services indicated in Annex 3 to these Rules |
| 2 | The Member must be given the right to use the software required for Trading and the Member must have the technical capacity to participate in Trading |
| 3 | To comply with these Rules, the Business Rules and any other documents approved by the Company in accordance therewith and disclosed on the Company's website |
| 4 | To comply with the foregoing, make proper payment for the Company's services |

Annex No. 3 to Membership Rules
of Private company “International Trading System Limited”

**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. | Unless otherwise provided for by the Clearing Rules, where agreements relating to securities are concluded, a Trading Account shall be opened for the Member or for the Depository/Custodian of the Clearing Member |
| 3. | To register a Trading and Clearing Account |
| 4. | Have access to EDMS on the basis of an agreement concluded with the Technical Centre and comply with the terms and conditions of the said agreement |
| 5. | To comply with these Rules, the Clearing Rules and any other documents approved by the Company in accordance therewith and disclosed on the Company's website |
| 6. | To comply with the foregoing, make proper payment for the Company's services |

Annex No. 4 to Membership Rules
of Private company “International Trading System Limited”

**List of forms and documents required for registration of the Applicant as a Member**

| № | Name of the document | Form and method of provision | |
|---|---|---|---|
| | | **Form** | **Method** |
| 1. | Application form for registration as a Member in the form specified in **Annex 6** to these Rules | the original | as an Electronic Document signed with a Digital Signature via EDMS |
| 2. | Application (File) of the Member-Legal Entity in the form specified in **Annex 7** to these Rules | the original | as an Electronic Document signed with a Digital Signature via EDMS |
| 3. | "Know your customer" Questionnaire in the form specified in **Annex 8** to these Rules | the original | as an Electronic Document signed with a Digital Signature via EDMS |
| 4. | Consent to the personal data processing in the form specified in **Annex 9** to these Rules | The original<br><br>A copy certified by (i) an Applicant’s sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 5. | Trading service agreement and/or clearing service agreement in the form specified in **Annex 10 and Annex 11** to these Rules | The original | as an Electronic Document signed with a Digital Signature via EDMS with the obligation to provide 2 original copies (signed and sealed (if applicable) within 30 days from the date of signing these agreements |
| 6. | Confirmation of the Actual Right to Income (for tax non-residents of the Republic of Kazakhstan) in the form defined in **Annex 12** to these Rules | the original | as an Electronic Document signed with a Digital Signature via EDMS |
| 7. | Documents for identifying the Beneficiaries and Intermediaries in the securities of foreign issuers (in accordance with the procedure and timeframes determined by the relevant provisions of the Clearing Rules, the provisions of the Regulations on Information Exchange, and the QI/QDD | the original | as an Electronic Document signed with a Digital Signature via EDMS |

| | | | |
|---|---|---|---|
| | Regulations) (Forms W-8BEN-E, W-8IMY, W-8EXP, W-8ECI) | | |
| 8. | Registered founding documents of the Applicant with current changes and supplements | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 9. | Document confirming state registration of the Applicant: extract from the trade register of the country where the Applicant is registered, or other document confirming the legal status of the Applicant in accordance with legislation of the country of their registration | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 10. | Certificate of registration of the Applicant with a tax authority, or other document issued by a tax authority in accordance with the legislation of the country of the Applicant's registration | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 11. | Document evidencing the election or appointment of the Applicant's sole executive body | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the | as an Electronic Document signed with a Digital Signature via EDMS |

| | | | |
|---|---|---|---|
| | | Company, provided that such copy is certified against production of the original document. | |
| 12. | Order on the assumption of office by the sole executive body of the Applicant, indicating the date of commencement of office<br><br>This document is required only if the document on line 11 does not specify the term of office (i.e., does not indicate the expiry date of the sole executive body 's authority) | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 13. | ID document of the person appointed as the sole executive body of the Applicant | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 14. | Power of attorney for the person who signed any of the documents provided or requested in the form specified in **Annex 13** to these Rules | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 15. | ID document of the individual indicated in line 14 of this table | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified | as an Electronic Document signed with a Digital Signature via EDMS |

| | | | |
|---|---|---|---|
| | | by an employee of the Company, provided that such copy is certified against production of the original document. | |
| 16. | The ownership structure of the Applicant, or extract(s) from the shareholder register of the Applicant and of its shareholders (if applicable).<br><br>The ownership structure of the Applicant shall be disclosed down to the individuals who ultimately, directly or indirectly (through third parties), hold an interest exceeding 25 per cent of the Applicant's capital or otherwise control the Applicant. The country of registration or incorporation (or citizenship, in the case of individuals) of foreign legal entities and individuals identified in the ownership structure shall be indicated. | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 17. | License<br>(required only if the information on the issued license has not been published on the website of the official authority) | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |
| 18. | Details about the Applicant's financial status:<br>- financial statements shall be provided in accordance with the International Financial Reporting Standards (IFRS). In cases where the Applicant is unable to provide financial statements in compliance with IFRS, such statements shall be accepted in accordance with the national accounting standards of the jurisdiction where the Applicant is registered;<br>- information on compliance with mandatory financial requirements and other norms and limits set by the competent regulatory authority of the financial market and by the state bodies of the jurisdiction where the Applicant is registered (if applicable) | A copy certified by (i) an Applicant's sole executive body; or (ii) a person acting under a power of attorney duly issued by the Applicant.<br><br>This document may also be submitted as copy certified by an employee of the Company, provided that such copy is certified against production of the original document. | as an Electronic Document signed with a Digital Signature via EDMS |

| | | | |
|---|---|---|---|
| 19. | Wolfsberg Questionnaire (filled in by Applicants that are credit institutions) | the original | as an Electronic Document signed with a Digital Signature via EDMS |
| 20. | Certificate of tax residency of the Applicant for the year in the trading service agreement and/or clearing service agreement is concluded, in the form approved in the Applicant's jurisdiction of tax residency (if applicable) and in accordance with the requirements of the Republic of Kazakhstan for such certificate, regardless of whether a double taxation treaty exists between the Applicant's country of tax residency and the Republic of Kazakhstan (required for tax non-residents of the Republic of Kazakhstan) | 1) Original certified by the competent authority of the non-resident's state of residence. The official's signature and seal must be legalised as per Kazakh law, or a legalising document posted on: (i) the legalisation authority's website; (ii) another state organisation's or notarial chamber's website that stores electronic apostilles.<br><br>2) Notarised copy of the original document meeting subclause 1) requirements. The foreign notary's signature and seal must be legalised as per Kazakh law, or a legalising document posted on the websites listed in subclause 1).<br><br>3) Paper copy of an electronic residence confirmation document posted on the foreign competent authority's website.<br>If an incomplete version of such document confirms non-resident's residence, it shall be recognised as a valid residence document for the relevant period. | as an Electronic Document signed with a Digital Signature via EDMS |

Annex No. 5 to Membership Rules
of Private company “International Trading System Limited”

**Notifications of changes in Member’s details, financial reports and other documents**

| № | Information / document | Timing |
|---|---|---|
| 1. | Application form for registration as a Member in the form specified in **Annex 14** to these Rules | within 5 business days after the changes in the form are made |
| 2. | Application (File) of the Member-Legal Entity in the form specified in **Annex 7** to these Rules | The updated Application (File) of the Member shall be submitted:<br><br>(a) within 5 business days after the changes are made or, where applicable, after registration of such changes in accordance with the established procedure;<br><br>(b) at least once every 3 years (even if no changes have occurred); or<br><br>(c) upon the Company's request at any time.<br><br>The updated Application (File) of the Member shall be accompanied by documents confirming the changes in the Member's details. |
| 3. | Documents for the purposes of identification of the Beneficiaries and Intermediaries in Securities of Foreign Issuers (in accordance with the procedure and timeframes determined by the relevant provisions of the Clearing Rules, the provisions of the Regulations on Information Exchange, and the QI/QDD Regulations) (forms W-8BEN-E, W-8IMY, W-8EXP, W-8ECI) | The updated documents shall be submitted:<br><br>(a) within 30 calendar days after the changes are made or, where applicable, after registration of such changes in accordance with the established procedure; and<br>(b) at least once every 3 years (even if no changes have occurred), in the manner set forth in the QI/QDD Regulation and the Regulations on Information Exchange. |
| 4. | Financial reports:<br>- financial statements shall be provided in accordance with the International Financial Reporting Standards (IFRS). In cases where the Member is unable to provide financial statements in compliance with IFRS, such statements shall be accepted in accordance with the national accounting standards of the jurisdiction where Member is registered;<br><br>- information on compliance with mandatory financial requirements and other norms and limits set by the competent regulatory authority of the financial market and by the state bodies of the jurisdiction where the Member is registered (if applicable);<br><br>- annual audited financial statements. | - quarterly: not later than the last working day of the month following the reporting quarter.<br><br>- quarterly - not later than the last working day of the month following the reporting quarter.<br><br>- within 6 months from the end of the financial year. |
| 5. | Information on the Member's violation of mandatory financial requirements and other norms and limits set by the competent regulatory authority of the financial market | within 1 working day from the date of occurrence of the violation |

| | | |
|---|---|---|
| | and by the state bodies of the jurisdiction where the Member is registered (if applicable) | |
| 6. | Information on initiation of bankruptcy proceedings | within 1 working day from the date of occurrence of the violation |
| 7. | Information on suspending, withdrawing or annulling a license to operate on the securities market | within 1 working day from the date of occurrence of the violation |
| 8. | Certificate of tax residency of the Member (for tax non-residents of the Republic of Kazakhstan) | By January 31 of the year following the reporting year |
| 9. | Confirmation of the Actual Right to Income of the Member in the form of **Annex 12 to** these Rules | By January 31 of the year following the reporting year |
| 10. | Confirmation of Member Status and Authority for Derivatives Trading in the form of **Annex 16 to** these Rules (applicable in case of Derivative s Trading) (for entities not incorporated in the AIFC or the Republic of Kazakhstan) | 1 working day prior to the Derivatives Trading admission date |
| 11. | Application for admission of Member's Clients to Derivatives Trading in the form of **Annex 17** to these Rules (applicable in case Derivatives Trading) (for entities incorporated in the AIFC or the Republic of Kazakhstan) | 1 working day prior to the Derivatives Trading admission date |

Annex No. 6 to Membership Rules
of Private company “International Trading System Limited”

**Application form for registration as a Member**

._____20__

_____
(full name of the Applicant in accordance with the registered founding documents)
represented by ___ acting under ___, hereinafter referred to as the "Applicant", in accordance with the Clearing Rules and the Business Rules of Private Company “International Trading System Limited”, the Applicant hereby sends this application form and requests to register the Applicant as a Member with admission to:

☐Trading services and clearing services

☐Clearing services

The 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 such email addresses. In the event of suspected unauthorised access to the specified email addresses, the Applicant undertakes to immediately notify Private Company “International Trading System Limited”.

The Applicant, which is Recognised Non-AIFC Member (RNAM) hereby acknowledges and agrees:

(a) to submit unconditionally to the jurisdiction of the Astana Financial Services Authority in relation to any matters which arise out of or which relate to its use of the facilities of Private company “International Trading System Limited” ("Company");

(b) to submit unconditionally to the jurisdiction of the AIFC Courts in relation to any disputes, or other proceedings in the AIFC, which arise out of or relate to its use of the facilities of the Company;

(c) to subject itself to the AIFC laws in relation to its use of the facilities of the Company; and

(d) to appoint and maintain at all times, an agent for service of process in the AIFC (applicable only when the Recognised Non-AIFC Member is incorporated outside the Republic of Kazakhstan).

_____ _____/_____/
(title) (signature) (full name)

**L.S.**

**Notes of Private company “International Trading System Limited”** *(to be completed by authorised persons of the Private company ‘International Trading System Limited’)*

Registered on "__" 20 .

_____ _____ _____
(title) (signature) (full name)

Annex No. 7 to Membership Rules
of Private company “International Trading System Limited”

**THE APPLICATION (FILE) OF THE MEMBER - LEGAL ENTITY**

**Part 1. General information**

| | |
|---|---|
| Full Legal Name | |
| Registered Name/Short Name | |
| Legal form | |
| Business Identification Number (BIN)/Tax Identification Number (TIN) (or equivalent) | |
| Date of Incorporation/Establishment | |
| Country of Incorporation | |
| Country of Business (If different) | |

| | |
|---|---|
| Registered Address | |
| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Business Address (*if different from Registered Address*) | |
| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |

| | |
|---|---|
| Contact details | |
| telephone | |
| e-mail | |
| website | |

| |
|---|
| Please provide information on purpose and intended nature of the business relationship _____ |

| | |
|---|---|
| Scope of business activities carried out by Member | |
| Industry sector | |

***License details***

| | |
|---|---|
| License number | |
| Name of authority that issued license | |
| Date of issue | |
| Date of expiry (if applicable) | |
| Scope of licensed activities | |
| Reference to the official source of license disclosure | |

***For Recognised Non-AIFC Members (RNAM)***

| | |
|---|---|
| Recognition order date | |

**Part 2. Control structure & ownership information**

***Ownership Information (any person who owns 10 percent or more of the total combined voting power of all classes of stock of such corporation entitled to vote, or in the case of an obligation issued by a partnership, any person who owns 10 percent or more of the capital or profits interest in such partnership)***

Shareholder legal person

| | |
|---|---|
| Full Name | |

| | |
|---|---|
| Ownership % | |
| Date of Incorporation | |
| Country of Incorporation | |
| Business Identification Number (BIN)/Tax Identification Number (TIN) (or equivalent) | |
| Registered Address<br>\| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |

Shareholder Individual

| | |
|---|---|
| First Name | |
| Surname | |
| Middle Name (if applicable) | |
| Ownership % | |
| Nationality | |
| Date of Birth | |
| Tax Residency | |
| Registered Address<br>\| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Passport, ID or another similar document details (Number, Issued authority, expire date) | |

***Beneficial Owner details***

*Beneficial owner a **natural person** who, directly or indirectly, owns or controls at least 25% of the shares, participation interest or voting rights of the legal person; or a natural person who, directly or indirectly, otherwise exercises control over the legal person's management.*

Please provide details on Beneficial Owner (-s).

Alternatively, please confirm that

| |
|---|
| ☐ There are no individuals who ultimately own, directly or indirectly (have a majority equity stake of more than 25 per cent in the legal person's capital), or control, directly or indirectly, the legal person's actions |

Beneficial Owner information

| | |
|---|---|
| First Name | |
| Surname | |
| Middle Name (if applicable) | |
| Ownership % | |
| Tax Residency | |
| Nationality | |
| Date of Birth | |
| Registered Address<br>\| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Passport, ID or another similar document details (Number, Issued authority, expire date) | |

***Chief Executive Officer/General Director/President***

Provide details of head person responsible for managing Company day-to-day activity

| | |
|---|---|
| First Name | |
| Surname | |
| Middle Name (if applicable) | |
| Nationality | |
| Date of Birth | |
| Registered Address | |

| | |
|---|---|
| \| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Passport, ID or another similar document details (Number, Issued authority, expire date) | |

***Board of Directors/Management Board (if applicable)***

Provide details of key persons for each Director/Member

| | |
|---|---|
| First Name | |
| Surname | |
| Middle Name (if applicable) | |
| Position | |
| Nationality | |
| Date of Birth | |
| Registered Address \| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Passport, ID or another similar document details (Number, Issued authority, expire date) | |

***Representative***

This section is to be completed only where any documents are signed by a representative of the company under a power of attorney in the form specified in **Annex 13** to these Rules

Provide details of representative (Individual)

| | |
|---|---|
| First Name | |
| Surname | |
| Middle Name (if applicable) | |
| Position | |
| Nationality | |
| Date of Birth | |
| Registered Address \| Country \| City/Town \| Street/ District \| Building \| Office/Apartment \| | |
| Passport, ID or another similar document details (Number, Issued authority, expire date) | |
| Document that empowers to act on behalf of Company; Name, date of issue, expiry date, number of the document | |

***Politically Exposed Persons (PEPs)***

*Politically Exposed Persons (PEPs) a natural person (including a family member or known associate) who is or has been entrusted with a prominent public function, including but not limited to: a head of state or of government, senior politician, member of a legislative or constitutional assembly, senior government official, senior judicial official, senior military officer, ambassador, senior person in an international organisation, senior executive of a state-owned entity, a senior political party official, or an individual who has been entrusted with similar functions such as a director or a deputy director; at an international, national, or regional level. This definition does not include middle-ranking or more junior individuals in the above categories.*

Are there any director(-s), beneficial owner(-s), representative(-s) or senior manager(-s) classified as PEP?

| | Yes | No |
|---|---|---|
| Beneficial owners | ☐ | ☐ |
| CEO/General Director/President | ☐ | ☐ |
| Board of Directors/Management Board | ☐ | ☐ |
| Representative | ☐ | ☐ |

If Yes, please specify details of PEP status:

| |
|---|
| Grounds for PEP status:<br>_____ |
| Provide information on source of funds (include in Member's capital, if applicable):<br>_____ |

**Part 3. Financial background**

Please provide information on legal person's origin of funds and/or other assets

☐ operating revenue
☐ raising loans and/or credits
☐ financial assistance from the founders (members/shareholders etc.)
☐ other (please specify) _____

Please provide financial details

| | |
|---|---|
| Total assets | |
| Annual income and annual expenses | |
| Anticipated account turnover and nature of the transactions | |

**Part 4. EDMS**

Please use the following EDMS addresses to communicate with Private company "International Trading System Limited" via EDMS:

**Part 5. Representations**

**I, the undersigned, acting on behalf of the Member, hereby confirm and represent that:**

- **Accuracy of Information:** All information provided in this application is true, complete, and accurate in all material respects;
- **Regulatory Compliance:** The Member has not violated any mandatory financial requirements, norms, or limits established by the competent regulatory authorities or organizations in the jurisdiction of the Member's registration;
- **Solvency:** No bankruptcy or insolvency proceedings have been initiated against the Member, nor are there any pending actions, petitions, or resolutions regarding its liquidation or dissolution;
- **Licensing Status:** There is no record or pending information regarding the suspension, withdrawal, or annulment of any license granted to the Member to operate on the securities market.

I undertake to immediately inform the ITS Ltd. in writing of any changes in the information provided.

_____ _____
(*Member's representative full name*) (*signature*)

_____ _____ *20*___. L.S.
(*date*)

Annex No. 8 to Membership Rules
of Private company “International Trading System Limited”

**"KNOW YOUR CUSTOMER" QUESTIONNAIRE**

**(for Legal Entities)**

*It is obligatory to fill in all fields*

The questionnaire is to be filled out in accordance with the requirements of legal acts of the International Financial Center Astana (“AIFC”) AIFC Anti-Money Laundering, Counter-Terrorist Financing and Sanctions. Rules, of the Law of the Republic of Kazakhstan «On counteracting legalization (laundering) of proceeds obtained through criminal means and financing of terrorism».

Private company “International Trading System Limited” (hereinafter – “ITS”) guarantees the confidentiality of the information received from you.

Complete the questionnaire in block letters in black or blue ink, and where appropriate, mark with an "X".

☐ *To be filled in for the first time (for new Customers)* ☐ *Updating/changing profile records*

ITS Ltd. guarantees the confidentiality of the information contained in this Questionnaire.

**1. Information on the sources of financing of transactions, counterparties, business partners**

| | |
|---|---|
| **1.1. Source of financing of transactions/operations planned to be carried out in ITS** | ☐ recurring revenues arising from operating activities<br>☐ voluntary property contributions<br>☐ Profit from incidental transactions and deals<br>☐ investments of participants (shareholders)<br>☐ loan funds (specify from whom)<br>☐ dividends<br>☐ donations<br>☐ receipts from buyers or recipients of goods/services<br>☐ third-party receipts[1]: _____<br>☐ other: _____ |
| **1.2. Main business partners (counterparties) of the organization, with whom long-term contracts have been concluded, or new contracts are regularly concluded** | |
| **1.3. Average monthly turnover of the organization, including cash and non-cash payments** | ☐ up to 10,000,000 KZT<br>☐ from 10,000,000 KZT to 50,000,000 KZT<br>☐ from 50,000,000 KZT to 100,000,000 KZT<br>☐ over 100,000,000 KZT |
| **1.4. Planned maximum investment volume** | _____ |

**2. Information on branches/subsidiaries**

Please indicate all branches or subsidiaries according to table:

| Name | Short name | Address of registration | Actual address |
|---|---|---|---|
| | | | |

**3. General information**

[1] The customer needs to provide a loan agreement, contract, invoice or other documents

| | | |
|---|---|---|
| 3.1. | Please provide details of person responsible for AML/CFT | Full name: _____<br><br>Name of position, department:<br>_____<br>contact details:<br>e-mail _____<br>contact phone _____ |
| 3.2. | Is your company a publicly traded company?<br>*If your answer is "Yes," please list Exchange & Symbol of your institution:*<br>_____<br>_____ | ☐ Yes ☐ No |
| 3.3. | Do the requirements of your internal AML/CFT documents of your parent organization apply to your branches/subsidiaries?<br>*If the answer is "No" please provide a detailed explanation:*<br>_____ | ☐ Yes ☐ No |
| 3.4. | Is identification or any AML/CFT functions performed by 3rd parties?<br>*If the answer is "Yes", please provide details, by whom is it carried out, company name, what are the functions?*<br>_____ | ☐ Yes ☐ No |
| 3.5. | Have there been any significant changes in ownership (exceeding 25%) over the last five years?<br>*If yes, please provide details:*<br>_____ | ☐ Yes ☐ No |
| 3.6. | 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?<br>*If the answer is "Yes", you must provide detailed information*<br>_____ | ☐ Yes ☐ No |

**4. Anti-Money Laundering & Financing Terrorism Controls**

| Question | Yes | No | N/a |
|---|---|---|---|
| 4.1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company?<br><br>If yes, please list the names of the relevant laws:<br><br>_____<br><br>_____ | ☐ | ☒ | ☒ |

| | | | |
|---|---|---|---|
| 4.2. Does your AML/CFT policy comply with local AML/CFT legislation and the FATF (Financial Action Task Force) standards?<br><br>*If the answer is "Yes", it is necessary to list the internal AML/CFT documents, according to the form below:*<br><br>Name of the document \| Date of approval \| Amended date \| By which body was approved internal document<br>[ ] | ☐ | ☐ | ☐ |
| 4. 3. Are there separate provisions of the AML/CFT policy or internal documents developed for the purpose of monitoring suspicious activity and reporting data on suspicious activity/transactions and possible cases of terrorist financing to the authorized bodies? | ☐ | ☐ | ☐ |
| 4.4. Is your company subject to the supervision of any regulatory authority?<br><br>*If yes, please give the name of the supervisory/regulatory authority:*<br><br>_____ | ☐ | ☐ | ☐ |
| 4.5. Does laws and regulations prohibit your company from conducting business with or on behalf shell companies/shell banks? | ☐ | ☐ | ☐ |
| 4.6. Does your company policy require you to identify the source of your customers' funds or income? | ☐ | ☐ | ☐ |
| 4.7. In addition to inspections by the government supervisors/regulators, does your company have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?<br><br>*If the answer is "Yes", specify the name of division/third party:*<br>_____ | ☐ | ☐ | ☐ |
| 4.8. Does your company have an established Anti-bribery and corruption Policy? | ☐ | ☐ | ☐ |
| 4.9. Does your company have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates? | ☐ | ☐ | ☐ |
| 4.10. Does your company have appropriate record retention procedures pursuant to applicable laws?<br><br>*If yes, please state the period of time for which records are kept:*<br>_____ | ☐ | ☐ | ☐ |
| 4.11. Does your company have a risk-based assessment of customer base and their transactions, including with the results of financial monitoring of operations/transactions? | ☐ | ☐ | ☐ |
| 4.12. Does your company's internal control policy provide for enhanced due diligence measures for customers with a high risk of money laundering/financing of terrorism? | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| 4.13. Does your company 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)? | ☐ | ☐ | ☐ |
| 4.14. Does your company have procedures to establish a record for each new customer that contains their respective identification documents and 'Know Your Customer' information? | | | |
| 4.15. Is the degree of exposure of your company's services (products) to ML/TF risks assessed on a periodic basis, accompanied by a description of possible measures aimed at minimizing the identified risks, including changes in procedures for identifying and monitoring customer transactions, setting limits on transactions, changing the terms and conditions of services (products), and refusal to provide services (products)? | ☐ | ☐ | ☐ |
| 4.16. 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? | ☐ | ☐ | ☐ |
| 4.17. Does your company have a periodic process to review and, where appropriate, update high-risk customer information? | ☐ | ☐ | ☐ |
| 4.18. Does your company have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities? Including identification of suspicious activity by money laundering typologies and schemes developed by the regulator | ☐ | ☐ | ☐ |
| 4.19. Does your company provide AML/CFT/sanctions and embargo training to staff, that includes:<br>A. Identifying and reporting data on transactions subject to financial monitoring including transactions and activities with the ML/FT signs and sector-specific typologies/schemes;<br>B. Examples of different forms of money laundering involving the institution's products and services;<br>C. International AML, local regulatory AML requirements and the company's internal AML policy and procedures requirements;<br>D. Employee roles and responsibilities;<br>E. If yes, how often are these trainings conducted?<br>_____ | ☐ | ☐ | ☐ |
| 4.20. Does your company retain records of its training sessions including attendance records and relevant training materials used? | ☐ | ☐ | ☐ |
| 4.21. Does your company 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? | ☐ | ☐ | ☐ |
| 4.22. Does your company employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution?<br>If YES kindly answer below question.<br>Whether training is provided to third party in relation to:<br>- Identifying and reporting transactions that are required to be reported to government authorities.<br>☐Yes ☐ No<br>- Typical schemes for laundering the proceeds of crime using your financial institution's products and services.<br>☐Yes ☐ No<br>- Internal policies to prevent money laundering.<br>☐Yes ☐ No | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| 4.23. Does your company screen clients and transactions for presence of sanctions risks? | ☐ | ☐ | ☐ |
| 4.24. Do you confirm that no sanctions have been imposed on your company, beneficial owner/founder/shareholder, member of the governing body, representative, chief executive officer of the company by the United Nations Security Council, the United States of America, the European Union and the United Kingdom? | ☐ | ☐ | ☐ |
| 4.25. Is it prohibited to establish/continue business relationships with a client/counterparty/bank subject to sanctions restrictions imposed by the United Nations Security Council, the United States of America, the European Union and the United Kingdom? | ☐ | ☐ | ☐ |
| 4.26. Is it prohibited to establish/continue business relationships with a client/counterparty/bank which place of registration is the Democratic People's Republic of Korea, the Islamic Republic of Iran, the Republic of Cuba, the Syrian Arab Republic, the Republic of Crimea, the Lugansk People's Republic, the Donetsk People's Republic, the Federal Republic of Somalia, the Democratic Republic of the Congo, the Republic of Iraq, the State of Libya, the Republic of Yemen, the Republic of South Sudan, as well as to carry out activities or planned activity in the envisaged jurisdictions/territories? | ☐ | ☐ | ☐ |

4.27. Please specify which lists your company screens against in relation to:

• your beneficial owners, founders, shareholders, members of the governing body, representatives, and sole executive officer;

• your clients, and in the case of a client that is a legal entity, their beneficial owners, founders, shareholders, members of the governing body, sole executive officer.

☐ OFAC ☐ UN ☐ EU ☐ HM Treasury Sanctions List

☐ Local lists, please specify: _____

_____

4.28. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing:

_____

Date of Completion of Questionnaire: «  »  20  .

_____ _____

(Full name and position of the authorized person with the right of first signature) (signature, stamp)

**For internal use:**

Employees of ITS responsible for the completeness of the questionnaire and verification of the accuracy of information:

_____ _____ _____

(Full name) (date) (signature)

_____ _____ _____

(Full name) (date) (signature)

_____ _____ _____

(Full name) (date) (signature)

Annex No. 9 to Membership Rules
of Private company “International Trading System Limited”

**CONSENT to the personal data processing**

I, _____, residing at following address: _____, passport series _____ number _____ issued by _____ on _____,

**hereby provide my consent** to the processing of my personal data by Private company ‘International Trading System Limited’ (hereinafter - "ITS Ltd.") and Private company “ITS Central Securities Depository Limited” (hereinafter - "ITS CSD Ltd."), together referred to as the "Companies", having their registered address at: 16, Dostyk street, Office 2, Astana, 010016, Republic of Kazakhstan, including, but not limited to surname, name, patronymic, date and place of birth, identification document details, place of residence, position, tax identification number, information on qualification certificate, and any other personal data contained in documents and information submitted to the Companies, for the following purposes:

- for the admission of _____ (company name) to organised trading and/or clearing services arranged by ITS Ltd. and for services provided by ITS CSD Ltd.;
- for the conclusion of the trading service agreement and the clearing service agreement;
- for maintaining and updating information;
- for sanctions compliance and anti-money laundering (AML) purposes;
- for the exchange of data on financial accounts under international agreements concluded by the Republic of Kazakhstan;
- for compliance with tax legislation of the Republic of Kazakhstan and other jurisdictions;
- for the provision of investment and related services by the Companies.

This consent is provided for the performance by the Companies of the following actions regarding the said personal data, whether or not by means of automation: 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 companies of the ITS Group, to an outsourcing company, to any superior depository (custodian), upstream broker (agent) and any tax agent (including upstream tax agents), as well as to Kazakhstani and foreign tax authorities.

This consent remains valid throughout the term of the Companies’ activities.

This consent may be withdrawn by me by way of submission of an original of a relevant written application to the Companies, unless otherwise provided in the AIFC Regulations and Rules.

_____ 20 ____

Annex No. 10 to Membership Rules
of Private company “International Trading System Limited”

**Trading Services**
**Agreement № _____**

Astana _____ “___ ” 20

Private company “International Trading System Limited” (the "ITS") represented by _____ , acting on the basis of the Articles of Association, and _____ _____ (the "Trading Member") represented by _____, acting on the basis of _____, 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 ITS (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 accession of the Trading Member to it. 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:

**Private company “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:

**Договор об оказании услуг по проведению торгов**
**№ _____**

г. Астана «___»_____ 20 года

Частная компания “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 ITS и иные связанные с ними услуги в соответствии с Правилами торгов ITS (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:

**Частная компания “International Trading System Limited”**
Место нахождения: 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:

| | |
|---|---|
| Recipient's account:<br>SWIFT of the recipient bank:<br>Correspondent bank:<br>Account with correspondent bank:<br>SWIFT of the correspondent bank:<br>_____/_____/L. S. | Счет получателя:<br>Код SWIFT банка-получателя:<br>Банк-корреспондент:<br>Счет в банке-корреспонденте:<br>Код SWIFT банка-корреспондента:<br>_____/_____/L. S. |

Annex No. 11 to Membership Rules
of Private company “International Trading System Limited”

**CLEARING SERVICE AGREEMENT No. _____**

Astana _____ “___ ” 20

Private company “International Trading System Limited” (the "ITS") represented by _____, acting under the Articles of Association, and _____ (the "Clearing Member") represented by _____, acting on the basis of _____, 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 ITS (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:

**Private company “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:

**ДОГОВОР ОБ ОКАЗАНИИ КЛИРИНГОВЫХ УСЛУГ № _____**

г. Астана «___»_____ 20 года

Частная компания “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 ITS (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:

**Частная компания “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:

| | |
|---|---|
| Recipient's account:<br>SWIFT of the recipient bank:<br>Correspondent bank:<br>Account with correspondent bank:<br>SWIFT of the correspondent bank:<br>_____/_____/L. S. | Код SWIFT банка-получателя:<br>Банк-корреспондент:<br>Счет в банке-корреспонденте:<br>Код SWIFT банка-корреспондента:<br>_____/_____/ L. S. |

Annex No. 12 to Membership Rules
of Private Company “International Trading System Limited”

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 the Actual Right to 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 ultimate recipient (actual owner) 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 (if applicable), that declares the following confirmations that: | Настоящим подтверждаем, что ___ (*указать наименование* Заявителя*)* является окончательным получателем (фактическим владельцем) отдельных видов доходов, выделенных ниже, по Договору об оказании клиринговых услуг и соответствует критериям для применения льгот, предусмотренных Конвенцией (Соглашением) об избежании двойного налогообложения и предотвращении уклонения от уплаты налогов в отношении налогов на доходы и капитал, действующей между страной налогового резидентства Заявителя и Республикой Казахстан (если применимо), что подтверждается следующими заявлениями: |
| • *has address: ___ (Applicant’s address);*<br><br>• *is a tax resident of ___ (country of Applicant’s tax residence) with the meaning of the Convention (if applicable) and registered under number ___ (register number of Applicant);*<br><br>• *is an actual 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:*<br>•<br>• *- penalties, including for improper settlement of obligations stipulated by the provisions of the Clearing Rules of Private Company “International Trading System Limited”;*<br><br>*- interest on repo transactions;*<br>*- ___ (if needed please indicate the additional types of income or delete this line), received from Private Company “International Trading System Limited”,* performing *all relevant functions and assuming all associated risks connected with the arrangement with International Trading System Limited;* | • имеет адрес местонахождения**:** ___ *(адрес регистрации Заявителя);*<br>• является налоговым резидентом ___ (*указать страну налогового резидентства Заявителя*) в смысле положений Конвенции (если применимо) и имеет регистрационный номер ___ *(регистрационный номер Заявителя);*<br>• является фактическим владельцем следующих видов доходов, т.е. лицом, которое фактически получает выгоду от дохода, имеет право самостоятельно его использовать и распоряжаться этим доходом:<br>• штрафы, в том числе за ненадлежащее исполнение обязательств, предусмотренные положениями Правил клиринга Частной компании “International Trading System Limited”;<br><br>- проценты по сделкам репо;<br>- ___ (*если необходимо, пожалуйста, добавьте дополнительные виды доходов или удалите эту строку*), полученные от Частной компании “International Trading System Limited”, осуществляет функции и принимает на себя все риски, связанные с договором с Частной компанией “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);<br><br>• does not have any Restrictions to use the mentioned above types of income from Private company “International Trading System Limited” and does not have any obligations to distribute such earnings to any other entity;<br><br>• 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 Private company “International Trading System Limited”;<br>• has all rights and the abilities to define the economic purpose of the income received from Private company “International Trading System Limited”;<br><br>• 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 actual 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 the Actual Right to 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*);<br>• не имеет каких-либо Ограничений на использование указанных выше видов доходов от Частной компании “International Trading System Limited” и не имеет никаких обязательств по распределению таких доходов любому другому лицу;<br>• не выступает в качестве посредника или агента для любого другого лица в отношении вышеупомянутых видов доходов, полученных от Частной компании “International Trading System Limited”;<br>• имеет все права и возможности определять экономическое назначение доходов, полученных от Частной компании “International Trading System Limited”;<br>• 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 фактического права на указанные выше виды 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 ultimate recipient (actual owner) of the income.<br>This Confirmation is made in English and Russian, both texts being equally authentic. | Настоящее Подтверждение предоставляется в отношении вышеупомянутых видов доходов, выплаченных в 20__ году. В отношении доходов, не отраженных в настоящем письме, Заявитель не будет считаться окончательным получателем (фактическим владельцем) дохода.<br>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*)

Annex No. 13 to Membership Rules
of Private company “International Trading System Limited”

**Power of Attorney**

By this power of attorney, [ ], hereinafter referred to as "Company", a Company duly registered in accordance with the legislation of the [ ] under the registration number (if applicable) [ ], BIN / TIN [ ], with registered address [ ], represented by the [ ] in accordance with the [ ],

Authorize the individuals set out in Sections A and/or B, C below to represent the Company’s interests before[×]:

(1) Private company “International Trading System Limited”;
(2) Private company “ITS Tech Limited”;
(3) Private company “ITS Central Securities Depository Limited” (hereinafter - "ITS Companies").

**SECTION A. General Administrative Authority**

Authorise the following individuals with right to submit, receive, sign, execute, file and deliver applications, requests, notifications, declarations, information forms, change of details forms and any standard administrative forms required by ITS Companies:

| No. | Full Name | Title | ID / Passport # |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

**SECTION B. CSD Settlement Instructions Authority**

Authorise the following individuals to sign and submit, on behalf of the Company activities in relation to ITS Central Security Depository Limited Instructions (including cancellation of those submitted Instructions) according and limited to the ITS CSD Business Rules and ITS CSD Procedures:

| No. | Full Name | Title | ID / Passport # |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

**SECTION C. Electronic Document Management System / Technological Key Holders**

Authorise the following individuals to act as authorised representative of the Company and Technological Key Holder acting in the name of the Company within the framework of Electronic Document Management System (hereinafter- “EDMS) in accordance with Terms and Conditions for the Provision of Information and Technical Support service of ITS Tech Ltd., and sign Electronic Documents transferred via the EDMS in the name of the Company:

| No. | Full Name | Title | ID / Passport # |
|---|---|---|---|
| 1. | | | |
| 2. | | | |

[×] For the avoidance of doubt, this Power of Attorney is structured as a universal template covering multiple ITS Companies and types of authority. The Company shall complete only those sections, fields and authorisations that are applicable to its specific relationship with the relevant ITS Company.

Any section, field or authority that is not completed shall be deemed inapplicable and shall have no legal force or effect.

This Power of Attorney is granted for an indefinite period and shall remain in full force and effect unless and until it is revoked by the Company.

The Company undertakes to notify ITS Companies in writing within 5 business days of any change to the list of authorised persons set out in Sections A and/or B, C above, including but not limited to additions, removals, or changes to personal details or document numbers. Until such written notice is received and acknowledged by ITS Companies, ITS Companies shall be entitled to rely on this Power of Attorney in full.

Name, Position: _____

Signature _____

Date: _____

Annex No. 14 to Membership Rules
of Private company “International Trading System Limited”

**Application form for change of Member details**

. _____ 20____

_____

(full name of the Member in accordance with the registered founding documents)

represented by ___ acting under ___ and hereinafter referred to as the "Member", hereby sends this application in accordance with the Clearing Rules and/or the Business Rules of Private Company “International Trading System Limited” to update the following details:

| 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 Member hereby confirms that the email addresses provided belong to the Member and that no unauthorised persons have access to such email addresses. In the event of suspected unauthorised access to the specified email addresses, the Member undertakes to immediately notify Private Company “International Trading System Limited”.

_____ _____/_____/

(title) (signature) (full name)

**L.S.**

**Notes of the Private Company “International Trading System Limited”**

*(to be completed by authorised persons of the Private Company “International Trading System Limited”)*

Registered on "" 20 .

_____ _____ _____

(title) (signature) (full name)

Annex No. 15 to Membership Rules
of Private company “International Trading System Limited”

*Application is submitted on corporate letterhead*

Private company “International Trading System Limited”
**_____, 20__**

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

In accordance with the established procedure, we request Private company “International Trading System Limited” to suspend/resume/terminate (*underline required*) admission:

☐ to the Trading conducted by Private company “International Trading System Limited”;
☐ to clearing services provided by Private company “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
Position
Signature, seal

Annex No. 16 to Membership Rules
of Private company “International Trading System Limited”

*Application shall be submitted on the Clearing Member's letterhead*

**Confirmation of Member Status and Authority for Derivatives Trading**

*(Please note that this document must be provided only by entities not incorporated in the AIFC or the Republic of Kazakhstan)*

to: International Trading System Limited

We hereby confirm that [Applicant Company Name] holds Licence No. [Licence Number] issued by [Name of Regulatory Authority] authorising it to carry on [specify regulated financial services].

We further confirm that, pursuant to [name of the applicable legal framework and reference to the relevant section/article/rule] , the above Licence authorizes [Applicant Company Name], in its capacity as a Member, to trade on the facilities of ITS Ltd in derivatives contracts admitted to trading thereon and to act as a Clearing Member in respect of such contracts.

☐ We hereby confirm that, when entering into derivative transactions, we independently verify whether the client holds the status of a Professional Client (as defined in the AFSA Glossary[1]) and a Semi-Professional Client (as defined in AFSA Notice No. AFSA-FTD-NOT-2026-0025[2]), and ensure compliance with the restrictions imposed by AFSA. We further confirm that the International Trading System Limited shall not be liable for any breach of such restrictions.

☐ We hereby request that, when entering into derivative transactions, you verify whether the client holds the status of a Professional Client (as defined in the AFSA Glossary) and a Semi-Professional Client (as defined in AFSA Notice No. AFSA-FTD-NOT-2026-0025). We undertake to promptly notify you of any changes to such statuses in accordance with the Regulations on clearing activities of International Trading System Limited.

Full name
Position
Signature, seal

[1] https://orderly.myafsa.com/articles/2.-interpretation_1

[2] https://orderly.myafsa.com/articles/afsa-notice-no.-afsa-ftd-not-2026-0025-from-28-august-2026-on-astana-financial-services-authority's-expected-approach-to-event-based-contracts-in-the-aifc

Annex No. 17 to Membership Rules
of Private company “International Trading System Limited”

*Application shall be submitted on the Clearing Member's letterhead*

**Application for Admission**
**of Member's Clients to Derivatives Trading**

*(Please note that this document must be provided only by entities incorporated in the AIFC or the Republic of Kazakhstan)*

to: International Trading System Limited

We hereby ask you to admit all of our clients to Derivatives Trading and confirm that, when entering into transactions with derivative financial instruments, we independently verify whether the client holds the status of a Professional Client (as defined in the AFSA Glossary[1]) or a Semi-Professional Client (as defined in AFSA Notice No. AFSA-FTD-NOT-2026-0025[2]), and we ensure compliance with the restrictions established by the AFSA. Additionally, we confirm that Private Company "International Trading System Limited" bears no liability for any breach of such restrictions.

[1] https://orderly.myafsa.com/articles/2.-interpretation_1
[2] https://orderly.myafsa.com/articles/afsa-notice-no.-afsa-ftd-not-2026-0025-from-28-august-2026-on-astana-financial-services-authority's-expected-approach-to-event-based-contracts-in-the-aifc