

Appendix No. 2

to the minutes No. 24 of the meeting of the Board of
Directors of KASE Clearing Centre JSC
dated December 26, 2025

KASE CLEARING CENTRE JSC

A p p r o v e d

by a decision of the Board of
Directors of KASE Clearing
Centre JSC

(minutes No. 24 of the meeting
dated December 26, 2025)

E f f e c t i v e

as of January 5, 2026

REGULATION on clearing participants

This Regulation on clearing participants (hereinafter – the Regulation) has been developed in accordance with the legislation of the Republic of Kazakhstan, the Rules for the implementation of clearing activities on transactions with financial instruments, approved by the Board of Directors of KASE Clearing Centre JSC, and other internal documents and defines the conditions and procedure for assigning, stripping of and restoring the status of a clearing participant, the procedure for determining the category of a clearing participant, as well as requirements for organizations applying for the status of a clearing participant, requirements for determining the category of a clearing participant, the rights and obligations of clearing participants, the responsibility of clearing participants and the Clearing Centre.

Chapter 1. GENERAL PROVISIONS

Article 1. Main concepts and designations

1. The concepts and symbols used in this Regulation mean the following:
 - 1) **Exchange** – the Exchange that has entered into an agreement on cooperation with the Clearing Centre;
 - 2) **internal documents of the Clearing Centre or internal documents** – the charter of the Clearing Centre, internal documents of the Clearing Centre as a subject of the securities market, the rules of the Clearing Centre as a clearing organization (as defined by the legislation of the Republic of Kazakhstan on the securities market), decisions of the bodies, officials of the Clearing Centre, adopted within the limits of their competence in relation to clearing and (or) settlement activities and (or) in relation to a clearing participant (clearing participants), and executed in writing;
 - 3) **the registering exchange** – the exchange of the main (primary) membership of a participant of the electronic trading system, which has included it in the register of the specified participants;
 - 4) **orders** – orders submitted to the trading system and/or trading environment for the conclusion of a transaction accepted for clearing services;
 - 5) **confidential information** – information about a clearing participant, including information regarding a client of a clearing participant, including commercial secrets, personal data, as well as other information and data protected by the legislation of the Republic of Kazakhstan;
 - 6) **Clearing Centre** – KASE Clearing Centre JSC;
 - 7) **clearing fees** – as this concept is defined by the internal document "Regulation on clearing fees and forfeits";
 - 8) **National Bank** – the National Bank of the Republic of Kazakhstan;
 - 9) **obligation** – an obligation of a clearing participant to the Clearing Centre to ensure and/or execute the transactions of the Clearing Participant;
 - 10) **Regulation on fees** – Regulation on clearing fees and forfeits, approved by the Board of Directors of the Clearing Centre;
 - 11) **Clearing Rules** – Rules for the implementation of clearing activities on transactions with financial instruments, approved by the Board of Directors of the Clearing Centre;
 - 12) **receiving exchange** – an exchange to which the registering exchange sends a notification for connecting its member to the exchange's trading system in remote access mode on the exchange markets determined by it in accordance with the remote access agreement;
 - 13) **a market or serviced market** – set of transactions with financial instruments of one type (kind) accepted for clearing services (for example, a stock market – all transactions with securities); the list of serviced markets is determined by the Clearing Rules;

- 14) **sanctions restrictions** – financial and economic restrictions adopted in relation to a state (jurisdiction), part of its territory, individual sectors of the economy or groups of goods, individuals or organizations, another state, an association of states, international organizations, which affect or may affect the fulfillment of the obligations of a clearing participant to the Clearing Centre and/or the activities of the Clearing Centre;
 - 15) **transactions** – transactions accepted by the Clearing Centre for clearing services in accordance with agreements concluded between the Clearing Centre and exchanges, trading environments, and trading platforms;
 - 16) **electronic trading system** – an electronic trading system that provides its participants with remote access to the trading system of the receiving exchange on the basis of a remote access agreement;
 - 17) **remote access agreement** – an agreement on remote access to the electronic trading system concluded by the Clearing Centre with the registering and receiving exchanges, which regulates the procedure for interaction between the parties in providing remote access to participants in the electronic trading system;
 - 18) **trading environment** – an integrated information system, using which orders are submitted and transactions are concluded in the markets, directly between various counterparties, where the organizer of trades is not KASE;
 - 19) **authorized division** – a structural division of the Clearing Centre, whose functions include monitoring of clearing participants;
 - 20) **authorized body** – the authorized body for regulation and development of the financial market and financial organizations;
 - 21) **AIFC participant** – a legal entity registered in accordance with the current law of the Astana International Financial Centre (AIFC), or another legal entity accredited by the AIFC;
 - 22) **participant in the electronic trading system** – a legal entity included in the register of remote access participants of the registering and/or receiving exchange in accordance with the remote access agreement;
 - 23) **KASE** – Kazakhstan Stock Exchange JSC.
2. Other concepts and designations used in this Regulation are identical to the concepts and designations defined by the legislation of the Republic of Kazakhstan.
 3. The concepts and designations used in this Regulation may also be used in other internal documents, in official documentation and correspondence of the Clearing Centre.

Article 2. General Conditions

1. A legal entity – resident in the Republic of Kazakhstan, as well as a legal entity registered in another jurisdiction, may become a clearing participant. Such an entity must have the right to enter into transactions with financial instruments and/or to settle/register transactions with financial instruments in accordance with the laws of the country of incorporation.
2. Clearing participants must comply with the requirements established by the regulatory legal acts of the authorized body and this Regulation.
3. Clearing participants who are residents of foreign states or participants of the AIFC are guided by the requirements of the legislation of the Republic of Kazakhstan, this Regulation, internal documents established for clearing participants who are residents of the Republic of Kazakhstan, except for cases where separate rules, requirements, conditions, and restrictions are established for foreign clearing participants or participants of the AIFC.
4. Any documents and information to be provided to the Clearing Centre shall be provided in the Kazakh and Russian languages; for a clearing participant registered in a foreign country, – in Kazakh and/or in English and/or Russian.

5. To obtain the status of a clearing participant, a legal entity applying for such status must meet the requirements and conditions established by this Regulation.
6. Issues regarding the assignment of the status of a clearing participant to an organization, the assignment/change of the category of a clearing participant, as well as the suspension and stripping of this status, the suspension and restoration of clearing services fall within the competence of the Management Board of the Clearing Centre.

Decisions on such matters are made on the basis of opinions prepared by the authorized division, which must contain information on the results of the organization's verification of compliance with the requirements (fulfillment of requirements and conditions) established by this Regulation, the rules of the Clearing Centre, as well as additional information regarding the specifics of its creation, current activities, major shareholders (partners), ultimate beneficiaries, the current financial condition of the organization, existing restrictions and other information necessary for the Board to make an informed decision.

Article 3. Categories of clearing participants

1. The Clearing Centre carries out clearing and settlement activities and performs the functions of the central counterparty separately for each of the serviced markets.

For each of the serviced markets, the Clearing Centre establishes separate rules, conditions, requirements and restrictions for clearing participants, which are defined by this Regulation and other internal documents of the Clearing Centre.

To access clearing services in individual markets, the Clearing Centre establishes the following categories of clearing participants:

- 1) "foreign exchange" – clearing and settlement services in the foreign exchange market;
 - 2) "derivatives" – clearing and settlement services in the derivatives market;
 - 3) "stock" – clearing and settlement services in the stock market.
2. A single organization may have the Clearing Participant status in several categories specified in item 1 of this article, with the exception of a clearing participant that is a participant in the electronic trading system. Such a clearing participant may have the Clearing Participant status only in the "securities" category.
 3. For the purposes of determining the procedure for securing transactions, a clearing participant is assigned one of the following categories:

"without collateral" – the Clearing Participant is not subject to the requirement to provide security for the fulfillment of its obligations;

"with partial collateral" – requirements established by the Clearing Rules for partial collateral for the fulfillment of its obligations apply to the Clearing Participant;

"with full coverage" – a clearing participant is required to fully cover its obligations at the time of filing an order on each settlement date in those financial instruments in which these obligations arise.

4. One organization may have the status of a clearing participant in one category, from among those specified in item 3 of this article, in each serviced market (for example, a "clearing participant in the foreign exchange market with partial collateral").

In this case, for individual clearing participants of any category, from among those specified in item 3 of this article, additional conditions, requirements, and restrictions may be established on a specific market, as defined in Article 11 of this Regulation.

Article 4. Internal documents of the Clearing Centre

1. Internal documents of the Clearing Centre are applicable insofar as they do not contradict the legislation of the Republic of Kazakhstan.

2. The content of internal documents of the Clearing Centre shall be communicated to clearing participants by publishing the texts of these documents and/or messages about their adoption, approval or amendment on the official website of the Clearing Centre, unless otherwise provided by the legislation of the Republic of Kazakhstan.
3. The Clearing Centre may not require clearing participants to comply with the provisions of internal documents, the content of which has not been communicated to them.
4. Changes and additions made to this Regulation and other internal documents of the Clearing Centre, as well as newly adopted internal documents of the Clearing Centre, shall apply to clearing participants regardless of the date of assignment of the status of a clearing participant, unless otherwise established upon adoption and/or approval of such changes and additions.
5. The Clearing Centre's internal documents constitute its intellectual property. The contents of these internal documents are communicated to clearing participants solely for the purpose of their application in the Clearing Centre's relations with them. Copying of the Clearing Centre's internal documents is permitted to the extent necessary to achieve the above-mentioned purposes. Any other use of these internal documents not authorized by the Clearing Centre is prohibited.

Chapter 2. ASSIGNMENT OF THE STATUS OF CLEARING PARTICIPANT

Article 5. Requirements for candidates for clearing participants

1. To be assigned the status of a clearing participant for each of the categories specified in item 1 of Article 3 of this Regulation (foreign exchange, stock or derivatives), a legal entity applying for the status of a clearing participant (hereinafter – a candidate) must meet the requirements established in Appendix 1 to this Regulation.
2. A candidate may not be a person directly or indirectly associated with the financing of terrorism and extremism, the financing of the proliferation of weapons of mass destruction, involved in terrorist activities and included in the lists of such persons posted on the official website of the Agency of the Republic of Kazakhstan for Financial Monitoring.

Article 6. Documents submitted to obtain the status of a clearing participant

1. To obtain the status of a clearing participant, the candidate must provide the Clearing Centre with an application for assignment of the status of a clearing participant and accession to the agreement on clearing and settlement services in the form of Appendix 2 to this Regulation (hereinafter – the application for assignment of the status of a clearing participant), documents, the list of which is established by Appendix 3 to this Regulation (taking into account the features and exceptions established by this article), as well as consent to receive confidential information in the form of Appendix 4 to this Regulation.
2. The candidate may not provide the Clearing Centre with all or individual documents specified in Appendix 3 to this Regulation if such documents were provided by him to KASE, are current from the moment of submission and can be received by the Clearing Centre through information interaction between the Clearing Centre and KASE.

To obtain the status of a clearing participant, an applicant who is not a member of KASE must submit an application for an account in KASE's trading system in the form approved by the Clearing Centre.

With regard to a candidate participating in the electronic trading system, the registering exchange may submit all documents stipulated by this Regulation.

3. An application for assignment of the status of a clearing participant shall be deemed accepted for consideration upon receipt by the Clearing Centre of the last of the documents (the last additionally requested information in accordance with item 3 of Article 7 of this Regulation), regardless of the date of receipt of this application by the Clearing Centre.

An application for assigning the Clearing Participant status simultaneously constitutes the candidate's consent to the clearing and settlement services agreement (Appendix 5 to this Regulation) in its entirety. The clearing and settlement services agreement is deemed concluded and enters into force on the effective date of the Clearing Centre's Management Board's decision to grant the candidate clearing participant status.

4. The Clearing Centre will only accept an application for clearing participant status if all documents (data or information) required by this Regulation and other internal documents for reviewing such an application are provided. In the absence or partial absence of such documents (data or information), the Clearing Centre will refuse to accept the application for review.
5. The list of additional documents required for the preparation by the authorized division of the conclusion on assigning the status of a clearing participant to a candidate is determined by this division in agreement with the candidate and the registered exchange (for the candidate – participant in the electronic trading system) upon acceptance of the specified application.
6. In order to establish business relations with a candidate, if such relations have not previously been established by the Clearing Centre or KASE, the candidate, prior to submitting an application for assignment of the status of a clearing participant in the form of Appendix 2 to this Regulation, must, from among the documents provided for in Appendix 3 to this Regulation, as a matter of priority submit to the Clearing Centre a questionnaire on issues of organizing counteraction to the legalization (laundering) of proceeds from crime and the financing of terrorism, and documents confirming the accuracy of the information specified in this questionnaire, as well as a questionnaire on issues of organizing internal control in terms of ensuring compliance with the regime of international economic sanctions and a letter of assurance of compliance with the regime of international economic sanctions in the forms published on the official website of the Clearing Centre.

Submission of the documents specified in the first paragraph of this item is not required if similar documents previously submitted are properly executed in accordance with the requirements of this Regulation and their content is up to date.

The Clearing Centre reserves the right to refuse to establish a business relationship with a candidate for clearing participant status if the candidate and/or its participants/shareholders, officials, or ultimate beneficiaries are on sanctions lists, or if the Clearing Centre's relevant division has issued a conclusion regarding the risks associated with the candidate and/or its participants/shareholders, officials, or ultimate beneficiaries being on sanctions lists. In such cases, the candidate's acceptance as a clearing participant will not be considered.

7. The candidate's documents submitted to the Clearing Centre must be prepared in accordance with the forms established by this Regulation: a questionnaire on issues of organizing counteraction to the legalization (laundering) of proceeds from crime and the financing of terrorism, a client questionnaire on issues of organizing internal control in terms of ensuring compliance with the international economic sanctions regime, and a letter of assurance of compliance with the international economic sanctions regime in accordance with the forms approved by the Management Board of the Clearing Centre; for other documents, in the absence of such forms, in any form, and submitted to the Clearing Centre in electronic form or on paper.

Documents provided in electronic form must be scanned versions of the originals of such documents.

Paper documents consisting of several sheets must be bound, numbered and signed by a person authorized to interact with the Clearing Centre.

The candidate or the registering exchange shall be responsible for the identity of the data contained in the electronic versions of the specified documents and in their originals or copies that were provided to the Clearing Centre on paper.

8. In order for an existing clearing participant to obtain access to services on an additional market, such clearing participant shall submit to the Clearing Centre an application for assignment of an additional category of clearing participant in the form of Appendix 6 to

this Regulation, as well as a package of documents established by Appendix 3 to this Regulation.

If any documents of the candidate have been previously provided to the Clearing Centre or KASE and are current, re-submission of such documents is not required.

**Article 7. Review of the candidate's application.
Preparation of a conclusion on the possibility of assigning the status of a clearing participant or servicing an existing clearing participant in an additional market**

1. Within the following timeframes, the Clearing Centre shall review an application for assignment of the status of a clearing participant (according to the form in Appendix 2 to this Regulation for candidates for clearing participants) or an application for assignment of an additional category of a clearing participant (according to the form in Appendix 6 to this Regulation for obtaining access to services on an additional market of an existing clearing participant) with the available documents and shall prepare the following document:
 - 1) if there are no grounds for preparing a reasoned refusal to accept the application for consideration within 10 working days following the date of acceptance of the application for consideration, a conclusion on the possibility of assigning the status of a clearing participant, signed by a member of the Management Board of the Clearing Centre who oversees the authorized division, and the head of this division, or persons replacing them, taking into account the condition established by item 3 of this article (hereinafter – the conclusion);
 - 2) in the event of obvious non-compliance of the candidate or failure to comply with the requirements for the completeness of documents arising from Article 6 of the Regulation, within five working days following the day of receipt by the Clearing Centre of the application as incoming correspondence – a reasoned refusal to accept the application for consideration, signed by the member of the Management Board of the Clearing Centre who oversees the authorized division, or the person replacing him.
2. The conclusion must contain the following information:
 - 1) on the compliance of the candidate (clearing participant) with the requirements established by Appendix 1 to the Regulation;
 - 2) on the provision by the candidate (clearing participant), the registering exchange (for the candidate – participant in the electronic trading system) documents or the availability at the Clearing Centre of documents provided for in Article 6 of this Regulation;
 - 3) on the candidate's (clearing participant's) compliance with the requirements of the legislation of the jurisdiction of its registration (from public sources);
 - 4) on the presence/absence of facts of non-fulfillment (improper fulfillment) of the candidate's obligations for a period of at least one year prior to the date of filing an application for assignment of the status of a clearing participant, if the candidate was an active clearing participant during the specified period;
 - 5) the rating of the candidate (clearing participant), determined in accordance with the internal document regulating the procedure for assessing the financial condition of clearing participants;
 - 6) other information that is material for making a decision on assigning the status of a clearing participant and/or category.
3. The Clearing Centre may request from the candidate, the registering exchange (for a candidate participating in the electronic trading system), government agencies, and other organizations additional documents deemed necessary by the Clearing Centre to prepare a substantiated opinion. In such cases, preparation of the opinion is suspended until the authorized division receives the requested documents and/or other response.

The Clearing Centre also may request from the candidate, the registered exchange (for the candidate – participant in the electronic trading system) the provision of additional information regarding the specifics of the establishment, current activities, major shareholders (partners), ultimate beneficiaries, the current financial status of the candidate, existing restrictions and other information necessary for the Management Board of the Clearing Centre to make an informed decision.

4. The provision by a candidate to the registered exchange (for a candidate – participant in the electronic trading system) of documents for the purpose of obtaining the status of a clearing participant, containing incomplete, inaccurate, unreliable or outdated information, shall be sufficient grounds for refusing to prepare a conclusion and, accordingly, for the Clearing Centre to refuse to assign the candidate the status of a clearing participant.

**Article 8. Assignment of clearing participant status to a candidate.
Providing access to services on an additional market.**

1. The assignment of the status of a clearing participant to a candidate, as well as the provision of the Clearing Participant with access to services in an additional market, is carried out on the basis of a decision of the Management Board of the Clearing Centre.

An application for assigning the candidate the status of a clearing participant, as well as an application for assignment of an additional category of clearing participant to obtain access to services in any market and prepared by the authorized division the conclusion is considered by the Management Board of the Clearing Centre at its next meeting after the date of preparation of the conclusion.

The Management Board of the Clearing Centre makes a decision on assigning the candidate the status of a clearing participant, on providing access to services in any market with the establishment of a specific category in accordance with Chapter 3 of this Regulation.

2. When considering the issue of assigning the status of a clearing participant to a candidate, or granting access to services in any market, the Management Board of the Clearing Centre may decide on the provision by the candidate and/or the registered exchange (for a candidate – participant in the electronic trading system) of additional documents necessary, in the opinion of the Management Board of the Clearing Centre, for making an informed decision on the said issue, and/or to postpone consideration of the issue until a certain date.

The Management Board of the Clearing Centre may decide on the need to obtain additional information about the candidate from government agencies and other organizations.

3. The issue of assigning the candidate the status of a clearing participant, or providing access to services in any market, shall be reconsidered by the Management Board of the Clearing Centre at its next meeting after receiving the last of the documents provided in accordance with item 2 of this Regulation.
4. The discovery of a candidate's (clearing participant's) non-compliance with any of the requirements established by Article 5 of this Regulation, as well as facts of failure by the candidate (clearing participant) to fulfill obligations, violation of legislation, including in the area of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, or other information indicating the possibility of the occurrence of circumstances that could lead to the candidate's failure to fulfill obligations when receiving clearing services, shall be sufficient grounds for refusing to assign the candidate the status of a clearing participant or refusing access to services in any market.

The Management Board of the Clearing Centre may, in the event of detection of individual discrepancies with the requirements established by Appendix 1 to this Regulation that do not affect the financial stability and reliability of the candidate, taking into account the risk-oriented approach, to make a decision on assigning it the status of a clearing participant.

5. The decision of the Management Board of the Clearing Centre to assign the status of a clearing participant to a candidate (to provide access to services in any market) shall be

communicated to the candidate (clearing participant) and/or the registering exchange (for a candidate – participant in the electronic trading system) and the authorized body no later than the next business day after the date of adoption of this decision by sending the relevant notifications.

The said decision shall enter into force on the next business day following the day on which the candidate (clearing participant) makes a guarantee contribution to the clearing guarantee fund of the relevant market.

In the event of failure to pay (or partial payment) of the guarantee deposit by the candidate (clearing participant) within 10 working days after receiving notification of assignment of the status of a clearing participant (of granting access to services in any market), the decision of the Management Board of the Clearing Centre to assign the candidate the status of a clearing participant (of granting access to services in any market) shall become invalid.

The re-examination of the candidate's application shall be carried out in the manner established by this Regulation.

6. The decision of the Management Board of the Clearing Centre to refuse to grant a candidate the status of a clearing participant (to access services in any market) shall be communicated to the candidate and the registered exchange (for the candidate – participant in the electronic trading system) no later than the business day following the day of the decision, by sending a corresponding notification.
7. Formal compliance of the candidate with the requirements established by Article 5 of this Regulation, as well as the provision by the candidate to the Clearing Centre of documents for assignment of the status of a clearing participant (provision of access to services in any market) in full compliance with the standards established by this Regulation, does not impose on the Clearing Centre an obligation to make a decision on such assignment (on provision of access to services in any market).

Article 9. Suspension and restoration of clearing services to a clearing participant

1. The Management Board of the Clearing Centre may decide to suspend clearing services to a clearing participant in any market (in any markets) for a certain period on the following grounds:
 - 1) non-compliance of the Clearing Participant with the requirements established by Article 5 of this Regulation;
 - 2) failure to fulfill (improper fulfillment) by a clearing participant of obligations under transactions, to make (additional) guarantee contributions, collateral, in accordance with this Regulation, the Clearing Rules and other internal documents;
 - 3) non-payment, including late or incomplete payment, of clearing fees, penalties and other applicable amounts in accordance with this Regulation, the Clearing Rules and other internal documents;
 - 4) if there is information that could have a negative impact on the ability of a clearing participant to fulfill its obligations to the Clearing Centre;
 - 5) removal of a clearing participant from trading in all instruments of any market, termination of its membership/participation in any market;
 - 6) receipt by the Clearing Centre of a notification from the registered exchange regarding the removal from trading of a clearing participant – a participant in the electronic trading system;
 - 7) in cases stipulated by legislation and internal documents in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
 - 8) based on the conclusion of the compliance service on the existence of risks for the Clearing Centre associated with servicing a clearing participant in any market;
 - 9) inaccuracy of the data and information in the documents on the basis of which the status of a clearing participant was assigned;

- 10) suspension or revocation by the authorized body of a license to carry out a type of professional activity, if the possession of such a license is necessary for membership on the exchange and the status of a clearing participant.
2. When clearing services are suspended in any market, a clearing participant shall retain the obligations established by the Clearing Rules, this Regulation and other internal documents of the Clearing Centre (including, but not limited to: disclosure of information, payment of fees and charges, and making a guarantee deposit).
3. The Management Board of the Clearing Centre may make a decision to restore clearing services to a clearing participant in any market that was previously suspended in accordance with item 1 of this article after the discrepancy has been eliminated within the period determined by the Management Board as the period of suspension of clearing services.

If the grounds for suspension of clearing services are not eliminated within the period specified in the first paragraph of this item, the Management Board of the Clearing Centre may extend the said period or make a decision to revoke the status of a clearing participant.

4. The suspension and restoration of clearing services for a clearing participant shall be the basis for the Management Board of the Clearing Centre to make a decision to send a recommendation to the exchange or trading environment to suspend the given clearing participant from trading or to admit him to trading in financial instruments on the relevant market and/or in the trading environment for a similar period.
5. The decision of the Management Board of the Clearing Centre to suspend or restore clearing services to a clearing participant shall be communicated to the Clearing Participant that registered the exchange (for a private clearing participant in the electronic trading system) and the authorized body no later than the next working day after the date of adoption of such a decision by sending the relevant notifications.

**Article 10. Deprivation of clearing participant status.
Termination of clearing services for a clearing participant**

1. The Management Board of the Clearing Centre has the right to decide to revoke the status of a clearing participant or to terminate clearing services to a clearing participant in any market (any markets) in the following cases:
 - 1) if the Management Board has previously made a decision to suspend clearing services for a clearing participant in accordance with item 1 of Article 9 of this Regulation and the grounds for such suspension have not been eliminated within the time period established by the Management Board;
 - 2) in the event that the Management Board recognizes a clearing participant as insolvent in accordance with the Clearing Rules for the relevant market;
 - 3) if there is a conclusion from the relevant divisions of the Clearing Centre on the presence of sanctions risks for the Clearing Centre or risks in the area of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, while continuing to provide clearing services to the Clearing Participant;
 - 4) upon receipt by the Clearing Centre of a letter from a clearing participant with a statement of voluntary refusal of clearing services in any market or of the status of a clearing participant;
 - 5) in the event of repeated detection of cases of failure to provide, untimely provision or concealment of information by a clearing participant;
 - 6) in the event of a court decision on the forced liquidation of a clearing participant that has entered into legal force.
2. The deprivation of the status of a clearing participant occurs without the adoption of a separate decision by the Management Board of the Clearing Centre in the event that the Clearing Centre receives information:

- 1) on deprivation of a clearing participant of membership in the relevant market of the serviced exchange and/or on termination of activities in the trading environment;
 - 2) on deprivation of a clearing participant of a license or the right provided by law to conduct transactions with financial instruments and/or to carry out settlements in these financial instruments corresponding to any market(s) or serviced by the Clearing Centre;
 - 3) in relation to a clearing participant – a participant in the electronic trading system – notification from the registering exchange about the exclusion of the Clearing Participant from the register of participants in the remote electronic trading system;
 - 4) on liquidation of a clearing participant.
3. Stripping the status of a clearing participant or termination of its clearing services on a certain market shall be grounds for sending a recommendation to the exchange to consider the issue of terminating the membership of this organization on the relevant market (relevant markets).
 4. Information about the stripping of the status of a clearing participant, about the termination of services to a clearing participant in any market shall be communicated to the Clearing Participant, the registered exchange (for a clearing participant – a participant in the electronic trading system) and the authorized body no later than the next business day after the date of stripping the status of a clearing participant by sending the relevant notifications.
 5. An organization that has been stripped of its status as a clearing participant or stripped of access to services in any market (another legal entity liable for the organization's obligations, for example, a liquidation commission) retains the obligations that arose during the period of having the status of a clearing participant (during the period of services in any market), which are established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents of the Clearing Centre.

Chapter 3. CATEGORY OF THE CLEARING PARTICIPANT

Article 11. Procedure for assigning/changing the category for a clearing participant

1. The assignment of a clearing participant to any of the categories specified in item 1 of Article 3 of the Regulation, depending on access to clearing services in any market, is carried out in accordance with Article 8 of this Regulation, depending on obtaining the status of a clearing participant and obtaining access to services in a specific market (markets).
2. Categories from among those specified in item 3 of Article 3 of this Regulation are assigned by decision of the Management Board of the Clearing Centre:
 - 1) "without collateral" – assigned in any market to the National Bank and the Clearing Participant – a participant in the electronic trading system;
 - 2) "with partial collateral" – to all clearing participants in the derivatives market, as well as clearing participants in other serviced markets that meet the conditions established by paragraph 3 of this article (taking into account the features and restrictions established by this article);
 - 3) "with full coverage" – a clearing participant of any of the serviced markets that does not meet the conditions established by item 3 of this article (taking into account the features and restrictions established by this article), or has submitted an application to the Clearing Centre for assignment of this category.
3. The "with partial collateral" category is assigned to a clearing participant based on an analysis of its credit and operational stability. This analysis is conducted in accordance with the internal document regulating the procedure for assessing the financial condition of clearing participants and includes (but is not limited to):

- 1) assessment of the financial condition of the Clearing Participant, including in relation to other clearing participants;
- 2) compliance with applicable prudential regulations;
- 3) assessment of non-financial information that determines business reputation, including from open sources, which is significant for determining the level of credit risk;
- 4) compliance of the internal risk management system with the requirements of the authorized body;
- 5) the absence or presence of limited measures of influence and sanctions on the part of the authorized body.

A clearing participant may be assigned the "with partial collateral" category if, based on the results of the analysis, its creditworthiness and financial reliability are characterized at least at a moderate level in accordance with the internal document regulating the procedure for assessing the financial condition of clearing participants, and it meets the criteria for assigning this category.

Otherwise, the Clearing Participant is assigned the category of "with full coverage" or "with partial collateral", but with the establishment of additional restrictions provided for in item 4 of this article.

4. Additional restrictions that may be established for a clearing participant in the "with partial collateral" category by decision of the Management Board of the Clearing Centre for a specified period or indefinitely:
 - 1) on the stock market – with a restriction on the non-decreasing value of a single limit;
 - 2) on the foreign exchange market – with a limit on opening positions and (or) establishing an individual initial margin rate equal to at least one time the concentration rate.

In exceptional cases, by decision of the Management Board of the Clearing Centre, the "with partial collateral" category may be retained for a clearing participant without the restrictions specified in this item, in the presence of other circumstances which, in the assessment of the Management Board of the Clearing Centre, ensure the reliable and timely fulfillment of its obligations.

5. Clearing participants in the "with partial collateral" category may be provided with additional clearing service conditions in accordance with the Clearing Rules, including, but not limited to:
 - 1) a limit on the use of additional financial instruments as partial collateral for their transactions on certain markets, on certain trading and clearing accounts, in relation to transactions with certain financial instruments;
 - 2) a limit on post-margining of transactions in certain markets, on certain trading and clearing accounts, in relation to transactions in certain financial instruments.

The additional conditions set out in this item shall not be provided to clearing participants to whom the additional restrictions established by item 4 of this article apply.

6. The application of a post-margining limit is permitted by decision of the Management Board of the Clearing Centre in relation to clearing participants that meet the established requirements for financial stability and reliability, including the availability of:
 - 1) a credit rating of at least "A-" on the Standard & Poor's scale (or equivalent on the scale of other international agencies) or the highest rating assigned in accordance with the internal document governing the procedure for assessing the financial condition of clearing participants;
 - 2) a positive history of fulfilling obligations;
 - 3) adequacy of equity capital;
 - 4) other criteria determined by the Management Board of the Clearing Centre.

7. Clearing participants of the "without collateral" category – participants in the electronic trading system, in accordance with the Clearing Rules and/or other internal documents, are assigned a trading limit, the amount of which is approved by the Management Board of the Clearing Centre.
8. A clearing participant of the "with partial collateral" category is required to contribute a margin call to the clearing margin fund for each market for which it is admitted. The margin call amounts for all markets serviced are set forth in Appendix 7 to this Regulation.

A clearing participant that has refused to make (additional) a guarantee contribution to the clearing guarantee fund of any market is assigned the "with full coverage" category in that market.

The procedure for making, additionally making and returning guarantee contributions to clearing guarantee funds is determined by the Clearing Rules.
9. A clearing participant may have different categories from those specified in item 3 of Article 3 of this Regulation in different markets.
10. The Management Board of the Clearing Centre may change the category of a clearing participant based on:
 - 1) a report on the results of monitoring of clearing participants;
 - 2) recognition of a clearing participant as acting in bad faith in accordance with the Clearing Rules;
 - 3) applications from a clearing participant to change the category;
 - 4) recommendations of the Market Risk Committee;
 - 5) receipt by the Clearing Centre of information that could affect the ability of a clearing participant to fulfill the obligations stipulated by this Regulation and the Clearing Rules.
11. The Market Risk Committee may recommend to the Management Board of the Clearing Centre to change the category of a clearing participant in any or all markets based on the results of reviewing the report on the results of monitoring clearing participants, prepared in accordance with the internal document regulating the procedure for assessing the financial condition of clearing participants.
12. A clearing participant may, no more than once per calendar month, submit an application to change the category of a clearing participant, drawn up in accordance with the form in Appendix 6 to this Regulation.

The Management Board of the Clearing Centre shall consider such an application within 10 working days from the date of its acceptance by the Clearing Centre.
13. The decision of the Management Board of the Clearing Centre to establish/change the category of a clearing participant shall be communicated to the Clearing Participant (candidate) no later than the working day following the day the decision is made, by sending a corresponding notification.

Chapter 4. MONITORING OF THE CLEARING PARTICIPANT

Article 12. Procedure for monitoring a clearing participant

1. The Clearing Centre monitors clearing participants in order to determine their compliance with the requirements established by this Regulation, as well as other internal documents, based on the status of the Clearing Participant and the category assigned to it.
2. To implement monitoring, the Clearing Centre establishes requirements for clearing participants to disclose information about their activities and to submit periodic reports. These requirements are established by this Regulation and internal documents governing its activities.

3. The procedure for monitoring clearing participants by the authorized division, the conditions for interaction between the exchange and the Clearing Centre during the monitoring process, the procedure and timeframes for preparing reports on the results of monitoring, as well as the procedure for their consideration are determined by an internal document regulating the procedure for assessing the financial condition of clearing participants.
4. The Clearing Centre monitors clearing participants for compliance with the requirements of this Regulation by collecting and analyzing information:
 - 1) on compliance with the requirements imposed on clearing participants, established by Appendix 1 to the Regulation;
 - 2) on compliance with the requirements imposed on the established category of clearing participant in the relevant market, established by this Regulation and the internal document governing the procedure for assessing the financial condition of clearing participants;
 - 3) on the presence/absence during the analyzed period of facts of non-fulfillment (improper fulfillment) by a clearing participant of obligations under transactions with financial instruments, on the payment (additional payment) of guarantee contributions and/or collateral, on the payment of clearing and other fees of the Clearing Centre, on the payment of penalties of the Clearing Centre and other applicable amounts in accordance with this Regulation, the Clearing Rules and other internal documents.

Article 13. Monitoring of the financial condition of clearing participants

1. The Clearing Centre shall monitor the financial condition of clearing participants in the manner and under the conditions established by the internal document governing the procedure for assessing the financial condition of clearing participants, approved by the Management Board, on the basis of documents and information provided by clearing participants and/or the serviced exchange (trading platform or environment) within the framework of the agreement determining the procedure and conditions for interaction between the Clearing Centre and the serviced exchange (trading platform or environment), as well as information received from other sources.
2. Monitoring the financial condition of a clearing participant includes:
 - 1) verification of compliance by a clearing participant with prudential standards and/or other similar standards or indicators in accordance with the requirements of applicable legislation;
 - 2) control over the compliance by the Clearing Participant with the requirements for the minimum amounts of authorized and equity capital, established by the legislation of the Republic of Kazakhstan and internal documents;
 - 3) assessment of the financial condition of the Clearing Participant.

**Chapter 5. RIGHTS AND RESPONSIBILITIES OF CLEARING PARTICIPANTS.
LIABILITY OF CLEARING PARTICIPANTS**

Article 14. Rights and obligations of a clearing participant

1. A clearing participant, under the conditions and in the manner established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents related to its clearing activities, has the right to:
 - 1) use the clearing services of the Clearing Centre;
 - 2) receive information from the Clearing Centre on the results of clearing sessions;
 - 3) receive other information related to the clearing activities of the Clearing Centre;
 - 4) submit proposals for consideration by the Clearing Centre on issues related to its clearing activities;
 - 5) enjoy other rights provided for by the legislation of the Republic of Kazakhstan, the agreement and internal documents.
2. A clearing participant has the right to submit an application for voluntary renunciation of the status of a clearing participant in the event of disagreement with the amendments or additions made to the internal documents, as well as for other reasons at its discretion.
3. The Clearing Participant is obliged to:
 - 1) comply with the requirements of the legislation of the Republic of Kazakhstan, as well as the terms of the agreement, the requirements established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents related to its activities, taking into account the changes and/or additions that may be made to them;
 - 2) to fulfill obligations in good faith in the manner established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents, including obligations to make (additional) guarantee contributions, security, as well as payment of penalties and other applicable amounts;
 - 3) pay clearing fees and other payments in favor of the Clearing Centre, stipulated by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents, in the amounts and in the manner established by such internal documents;
 - 4) to fulfill obligations under transactions concluded with financial instruments in a timely, complete and optimal manner;
 - 5) promptly and fully comply with the requirements for disclosure of information established by this Regulation and other internal documents (taking into account the specifics established by Article 15 of this Regulation);
 - 6) recognize and execute decisions taken by the Clearing Centre;
 - 7) comply with sanctions restrictions when carrying out transactions involving the Clearing Centre and/or using its infrastructure;
 - 8) provide and complete, at the request of the Clearing Centre, the necessary documents in cases stipulated by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, including within the framework of conducting due diligence on clients, as well as on issues of compliance with sanctions restrictions;
 - 9) not to carry out transactions with the participation of the Clearing Centre and/or using its infrastructure, in the event of application to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial owners of sanctions restrictions or restrictions provided for by the applicable legislation in the field of combating the legalization (laundering) of proceeds from crime and the financing of terrorism;

- 10) immediately inform the Clearing Centre by an official letter sent to its e-mail address clearing@kase.kz about the application to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial owners of the restrictions specified in subparagraph 9) of this paragraph.

Article 15. Disclosure of information by clearing participants

1. The disclosure requirements established by this article shall not apply to the National Bank and international financial organizations.
2. As part of the disclosure of information, the Clearing Participant, the registered exchange (for a clearing participant – a participant in the electronic trading system) is obliged to annually provide the Clearing Centre no later than July 1 of the year following the reporting year (or no later than the date established by the regulatory body of the state or jurisdiction in accordance with the legislation of which the foreign clearing participant is established), the following documents and information:
 - (if the Clearing Participant is a second-tier bank established and operating in accordance with the legislation of the Republic of Kazakhstan) a letter of assurance signed by the first head of the Clearing Participant regarding the compliance of the Clearing Participant with the minimum requirements for the organization of risk management and internal control systems established by the Rules for the formation of a risk management and internal control system for second-tier banks, as of December 31 of the reporting year;
 - (if the Clearing Participant is a second-tier bank established and operating in accordance with the legislation of a state other than the Republic of Kazakhstan) a letter of assurance signed by the first director of the Clearing Participant regarding the Clearing Participant's compliance with the minimum requirements for the organization of risk management and internal control systems established by the banking regulatory authority of that state, as of December 31 of the reporting year;
 - (if the Clearing Participant is an organization carrying out brokerage and/or dealer activities in the securities market or investment portfolio management activities, created and operating in accordance with the legislation of the Republic of Kazakhstan) an annual report on the assessment of compliance with the requirements for risk management systems for the reporting year;
 - (if the Clearing Participant is an organization engaged in brokerage and/or dealer activities in the securities market or investment portfolio management activities, created and operating in accordance with the legislation of a state other than the Republic of Kazakhstan) a letter of assurance signed by the first director of the Clearing Participant regarding the Clearing Participant's compliance with the minimum requirements for the organization of risk management and internal control systems established by the authority of that state regulating these activities, as of December 31 of the reporting year.

The information must contain a self-assessment chart of the risk management system, compiled in accordance with the form in Appendix 8 to this Regulation, as well as other documents that make it possible to assess the compliance of the Clearing Participant's risk management system with the IOSCO recommendations or the requirements for the risk management system established by the applicable regulatory legal act of the authorized body or the regulatory body of the AIFC.

3. As part of the disclosure of information to the Clearing Centre, clearing participants (with the exception of foreign clearing participants, including participants in the electronic trading system, and clearing participants that are participants in the AIFC) are required to provide the Clearing Centre with documents and information in accordance with Appendix 9 to this Regulation within the timeframes and in the formats established by this Appendix.
4. As part of the disclosure of information to the Clearing Centre, its foreign clearing participants, with the exception of participants in the electronic trading system, as well as clearing participants that are participants in the AIFC, are required to provide the Clearing

Centre with documents and information in accordance with Appendix 10 to this Regulation within the timeframes and in the formats established by this Appendix.

5. The documents listed in Appendices 9 and 10 to this Regulation may be obtained by the Clearing Centre through information exchange between the Clearing Centre and the exchange. In this case, clearing participants are not required to resubmit the documents. The Clearing Centre will notify clearing participants of the possibility (or impossibility) of receiving the specified documents from the exchange.
6. In order to monitor clearing participants, the Clearing Centre has the right to request from a clearing participant, including a participant in the electronic trading system and/or the registered exchange (for a clearing participant – a participant in the electronic trading system) additional information that, in the opinion of the Clearing Centre, may have a significant impact on the business reputation of the Clearing Participant and/or its ability to meet obligations to the Clearing Centre.
7. The Clearing Participant shall be responsible for the completeness, accuracy, reliability and relevance of information about the Clearing Participant and its activities, which must be provided to the Clearing Centre in accordance with this Regulation.

For a clearing participant – a participant in the electronic trading system, the specified responsibility is borne by the participant itself and the exchange that registered it.

8. If cases of failure to provide, late provision, or concealment by a clearing participant of information, the provision of which is stipulated by this article (hereinafter in this paragraph – violation) are identified, the Clearing Centre shall take the following measures:
 - 1) in the case of a single violation – sends an official request for disclosure of information to the name of the CEO of the Clearing Participant;
 - 2) in the event of a repeated violation within a calendar year, consider the issue of suspending clearing services. Suspension and restoration of clearing services shall be carried out in accordance with the procedure established by this Regulation;
 - 3) in case of multiple violations (three or more within a calendar year) – considers the issue of terminating clearing services in any market, depending on the nature of the undisclosed information, or depriving the Clearing Participant of this status in the manner established by this Regulation.
9. Information subject to disclosure in accordance with this article shall not be published by the Clearing Centre for an unlimited number of persons, unless otherwise established by its internal document "Rules for Disclosure of Information".

At the same time, the Clearing Participant may not prohibit or restrict the actions of the Clearing Centre to disseminate information received in accordance with this Regulation or other internal documents, unless this information is a secret protected by law and is subject to disclosure in accordance with this Regulation or other internal documents of the Clearing Participant.

10. In the event that the Clearing Centre discloses information received from a clearing participant, the Clearing Centre shall not be liable for:
 - 1) provision by a clearing participant and/or the exchange that registered it of incomplete, inaccurate, unreliable and outdated information, on the basis of which interested parties may form an incorrect idea about this clearing participant;
 - 2) concealment of information by a clearing participant;
 - 3) the content in the documents provided in relation to the Clearing Participant in the context of fulfilling the requirements for disclosure of information, personal data of persons who have not given written consent to the disclosure of their personal data, information constituting a commercial or other secret protected by law, as well as other information that is not subject to public dissemination in accordance with the legislation of the Republic of Kazakhstan and/or internal documents of the Clearing Participant.

Article 16. Clearing fees and other payments in favor of the Clearing Centre

1. Clearing participants pay clearing fees in the amount and in the manner established by the Regulation on Fees for transactions in respect of which the Clearing Centre carries out clearing activities and functions as the central counterparty.
2. The Clearing Centre shall charge clearing fees for transactions with the central counterparty concluded by the Clearing Centre on behalf of the Clearing Participant within the framework of the settlement of a default in accordance with the Clearing Rules at the rates established by the Regulation on Fees.
3. In the event of stripping of the status of a clearing participant, previously paid clearing fees and other payments in favor of the Clearing Centre, stipulated by the Regulation on Fees, are not subject to refund.
4. If a clearing participant violates the provisions of applicable internal documents, the Clearing Participant shall pay a forfeit stipulated by the Regulation on Fees or internal documents defining the Rules for conducting settlements in the serviced markets.
5. Suspension of clearing services does not relieve the Clearing Participant from the obligation to pay clearing fees and other applicable payments in favor of the Clearing Centre, as provided for in the Regulation on Fees or internal documents defining the rules for settlements in the serviced markets.
6. Deprivation of an organization of the status of a clearing participant does not release such person from the obligation to pay clearing fees accrued during the period of holding the status of a clearing participant, as well as fees accrued for transactions carried out on behalf of a clearing participant within the framework of default settlement in accordance with the Clearing Rules.

Article 17. Liability of the Clearing Participant

1. Any failure to fulfill (improper fulfillment) by a clearing participant of its obligations, which are established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents related to its clearing activities, shall be subject to settlement in the manner established by such documents.
2. Forfeits are charged for failure to fulfill (improper fulfillment) by a clearing participant of its obligations, which are established by the Clearing Rules, this Regulation (including appendices thereto) and other internal documents, and are subject to payment in the manner established by such documents.

Article 18. Responsibility of the Clearing Centre

1. The Clearing Centre for transactions with the central counterparty guarantees the fulfillment of obligations to each bona fide clearing participant, regardless of the fulfillment by other clearing participants of their obligations to the Clearing Centre in the manner and taking into account the restrictions established by the Clearing Rules.
2. The Clearing Centre for transactions without the central counterparty ensures the fulfillment of clearing participants' obligations under concluded transactions involving financial instruments in accordance with the procedure established by the Clearing Rules. However, the Clearing Centre does not assume any obligation to ensure or guarantee the execution of such transactions, nor is it liable for the failure to fulfill or improper fulfillment of obligations by clearing participants.

Responsibility for the fulfillment of obligations under transactions cleared without the participation of the central counterparty lies with the parties who have entered into such transactions.

3. The Clearing Centre shall not be liable for any damages or losses that arise outside the control framework accepted by it, as well as a result of the following cases or events:

- 1) in the event of a failure due to the occurrence of force majeure circumstances (force majeure situations) or other events outside the area of responsibility of the Clearing Centre;
- 2) in the event of technical problems, partial or complete operational instability of software and hardware systems, errors in input-output procedures during the implementation of trading, clearing and settlement procedures, errors in the ordering, management of the provided collateral for transactions with financial instruments;
- 3) in the event of failure to fulfill (improper fulfillment) by a clearing participant of its obligations, in accordance with the Clearing Rules, this Regulation (including appendices thereto) and other internal documents related to its clearing activities;
- 4) when implementing procedures for default resolution;
- 5) if there is incomplete or inaccurate information in the documents provided by clearing participants within the framework of information disclosure requirements;
- 6) in the event of failure to provide (untimely provision) by government bodies and other organizations of information that could have a negative impact on the ability of a clearing participant to fulfill its obligations under transactions with financial instruments.

Chapter 6. FINAL PROVISIONS

Article 19. Settlement of disagreements and disputes

1. Disputes and conflicts arising between clearing participants, between the Clearing Centre and its clearing participants, related to the implementation by the Clearing Centre of clearing and/or settlement activities for transactions with financial instruments (except for disputes and conflicts regarding the suspension of clearing services or deprivation of the status of a clearing participant, as well as the establishment and change of categories of a clearing participant), are subject to resolution through negotiations.
2. Issues, the procedure for settlement of which is not determined by this Regulation and other internal documents related to the assignment of the status of a clearing participant, the suspension and restoration of clearing services to a clearing participant, the disclosure of information by clearing participants and the implementation of their activities in the Clearing Centre, are subject to resolution in accordance with applicable law, and if such resolution is impossible, in accordance with decisions of the Board of Directors of the Clearing Centre, unless the adoption of decisions on these issues is referred to the competence of the Management Board.
3. If reaching a mutually acceptable solution through negotiations is impossible, the unresolved dispute (conflict) shall be resolved in accordance with the legislation of the Republic of Kazakhstan.

Article 20. Final Provisions

1. This Regulation and all changes and/or additions thereto shall be communicated to clearing participants by posting them on the Clearing Centre's official website.
2. This Regulation shall be updated as necessary, but not less than once a year.
3. The authorized division of the Clearing Centre shall be responsible for the timely introduction of changes and additions to this Regulation.

Chairperson of the Management Board

N. Khoroshevskaya

Appendix 1

to the Regulation on Clearing Participants

REQUIREMENTS**to candidates for obtaining the status of a clearing participant of KASE Clearing Centre JSC****Table 1. For legal entities of the Republic of Kazakhstan**

Item No.	Name of the requirement	Foreign exchange market	Stock market, derivatives market
	1	2	3
1.	Be registered as a legal entity in the Republic of Kazakhstan	+	+
2.	Maintain accounting records and prepare financial statements in accordance with the requirements of international financial reporting standards and the legislation of the Republic of Kazakhstan on accounting and financial reporting	+	+
3.	Have equity capital of at least: for banks, Kazpost JSC, as well as brokers and (or) dealers licensed to carry out certain types of banking operations ¹ , – 10,000,000,000 (ten billion) tenge; for other brokers and/or dealers – 250,000,000 (two hundred fifty million) tenge, but not less than 8 % of own assets	+	+
4.	Have a risk management system that meets the requirements of the authorized body	+	+
5.	Have a valid license from the authorized body or the right, as provided for by the legislation of the Republic of Kazakhstan, to conduct banking operations in national and/or foreign currencies, including the execution of transactions (carrying out exchange operations) with foreign currencies, or have a valid license from the	+	-

¹ Provided for by subitems 1), 2), 3) and 4) of part four of item 1 of Article 63 of the Law of the Republic of Kazakhstan "On the Securities Market" (opening and maintaining bank accounts of legal entities; opening and maintaining bank accounts of individuals; transfer operations: execution of payments orders and money transfer instructions of individuals and legal entities; bank loan operations on the terms of repayment, interest payment, urgency and refundability).

Regulation on clearing participants

Item No.	Name of the requirement	Foreign exchange market	Stock market, derivatives market
	1	2	3
	authorized body to organize exchange operations with foreign currency (with the exception of organizing exchange operations with cash foreign currency)		
6.	Have a valid license from the authorized body or the right, as provided for by the legislation of the Republic of Kazakhstan, to carry out brokerage and/or dealer activities in the securities market	-	+
7.	Have the consent of the authorized body to appoint (elect) members of the executive body and the management body if they meet the qualification requirements established by the Act of the Republic of Kazakhstan "On the Securities Market"	+	+
8.	Absence of sanctions restrictions in relation to the Clearing Participant and/or its participants/shareholders/officers, as well as ultimate beneficiaries	+	+

Note to the table:

In columns 2 and 3, "+" means that the requirement applies to the candidates for clearing participants (clearing participants) specified in the columns; "-" means that the requirement does not apply to the candidates for clearing participants (clearing participants) specified in the columns.

Table 2. For foreign legal entities

Item No.	Name of the requirement	Foreign exchange market	Stock market, derivatives market
A	1	2	3
1.	Be a legal entity that meets the requirements (criteria) established by Resolution No. 360 of the Board of the Agency of the Republic of Kazakhstan for Regulation and Surveillance of the Financial Market and Financial Organizations "On the requirements for foreign legal entities, as well as participants of the Astana International Financial Centre for membership in the stock exchange" dated September 30, 2005	+	+
2.	Be incorporated in a state that holds the current status of a member of the FATF or a member of a regional group that is an associate member (observer) of the FATF	+	+
3.	Be incorporated in a state that has concluded an international treaty (convention, agreement) with the Republic of Kazakhstan on the avoidance of double taxation and the prevention of tax evasion on income and capital (property)	+	+
4.	Not to be registered (incorporated) as a legal entity in any of the offshore zones, the list of which is determined in the Republic of Kazakhstan for the purposes of the activities of professional participants in the securities market and other licensed types of activities in the financial market and for the purposes of countering the legalization (laundering) of proceeds from crime and the financing of terrorism	+	+
5.	Have a risk management system that is substantially consistent with the provisions on the organization of risk management for brokers and dealers in the securities market recommended by IOSCO ² or established by the relevant regulatory legal act of the Republic of Kazakhstan ³	+	+
6.	Maintain accounting records and prepare financial statements in accordance with the requirements of IFRS or US GAAP	+	+
7.	Absence of sanctions restrictions in relation to the Clearing Participant and/or its partners/shareholders/officials, as well as ultimate beneficiaries	+	+

² An abbreviation for the English phrase "International Organization for Securities Commissions". Risk Management and Control Guidance for Securities Firms and their Supervisors, A Report by the Technical Committee of the International Organization of Securities Commissions (May 1998, 31 p., <http://www.iosco.org/library/pubdocs/pdf/IOSCOPD78.pdf>).

³ Rules for the formation of a risk management and internal control system for organizations engaged in brokerage and dealer activities in the securities market, and investment portfolio management activities, approved by Resolution No. 214 of the Board of the National Bank of the Republic of Kazakhstan dated August 27, 2013.

Rules for the formation of a risk management and internal control system for second-tier banks, approved by Resolution No. 188 of the Board of the National Bank of the Republic of Kazakhstan dated November 12, 2019.

Regulation on clearing participants

8	<p>Have equity capital of at least:</p> <p>for banks – 10,000,000,000 (ten billion) tenge;</p> <p>for brokers and/or dealers – 250,000,000 (two hundred fifty million) tenge, but not less than 8 % of own assets</p>	+	+
9.	The foreign regulatory authority of the state, in accordance with the legislation of which the candidate for clearing participant is incorporated, has signed the IOSCO multilateral memorandum of understanding, cooperation and exchange of information, or the state, in accordance with the legislation of which the candidate for clearing participant is incorporated, has a sovereign rating of at least "BBB-" on the Standard & Poor's scale or a rating of a similar level from another rating agency (the most recent rating by the date of assignment (update or confirmation) is taken into account)	-	+
10.	Have a valid permit (license or right) to conduct transactions with financial instruments other than securities, including foreign currency exchange transactions, issued by a foreign regulatory authority, if such permit (license or right) is provided for by applicable law	+	-
11.	Have a valid permit (license or right) to carry out brokerage and/or dealer activities in the securities market, issued by a foreign regulatory authority	-	+
12.	Have the approval of a foreign regulatory body regarding the compliance of members of the executive body and the management body with the qualification requirements, if such requirements are provided for by applicable law	+	+
13.	Be included by the registering exchange in the register of participants in the electronic trading system (for participants in the electronic trading system)	+	+

Note to the table

In columns 2 and 3, "+" means that the requirement applies to the candidates for clearing participants (clearing participants) indicated in the columns; "-" means that the requirement does not apply to the candidates for clearing participants (clearing participants) indicated in the columns.

Table 3. For AIFC participants

Item No.	Name of the requirement	Foreign exchange market	Stock market, derivatives market
A	1	2	3
1.	Be a legal entity that meets the requirements (criteria) established by Resolution No. 360 of the Board of the Agency of the Republic of Kazakhstan for Regulation and Surveillance of the Financial Market and Financial Organizations "On the requirements for foreign legal entities, as well as participants of the Astana International Financial Centre for membership in the stock exchange" dated September 30, 2005	+	+
2.	Maintain accounting records and prepare financial statements in accordance with the requirements of IFRS or US GAAP	+	+
3.	Carry out activities on the basis of rights (licenses or permits) for at least one calendar year prior to the date of filing an application for obtaining the status of a clearing participant	+	+
4.	Have the approval of the AIFC regulatory body on the compliance of the members of the executive body and the management body with the established qualification requirements	+	+
5.	Have a net worth equivalent to 500,000 (five hundred thousand) US dollars, but not less than 8 % of own assets	+	+
6.	Absence of sanctions restrictions in relation to the Clearing Participant and/or its partners/shareholders/officials, as well as ultimate beneficiaries	+	+
7.	Have a risk management system that is substantially compliant with the provisions on the organization of risk management for brokers and dealers in the securities market recommended by IOSCO or established by the relevant regulatory legal act of the Republic of Kazakhstan or the regulatory body of the AIFC	+	+

Appendix 2

to the Regulation on Clearing
Participants

[on company letterhead, indicating the outgoing number and date of the application, delete the comment]

<p style="text-align: center;">APPLICATION</p> <p style="text-align: center;">for assignment of the status of a clearing participant and accession to the Contract on clearing and settlement services (hereinafter – the Application)</p>	<p style="text-align: center;">ЗАЯВЛЕНИЕ</p> <p style="text-align: center;">о присвоении статуса клирингового участника и присоединении к договору о клиринговом и расчетном обслуживании (далее – Заявление)</p>
<p>By this Application we ask KASE Clearing Centre JSC (hereinafter – the Clearing Centre) to assign</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>[indicate the full and abbreviated name (in Russian, state and other languages) of the candidate for assignment of the status of a clearing participant in accordance with the charter and the completed registration (re-registration) of the legal entity with the justice authorities, BIN, delete the comment]</i></p> <p>(hereinafter – the candidate) clearing participant status [mark as appropriate]:</p> <p>Category [mark as appropriate]:</p> <p><input type="checkbox"/> "foreign exchange"</p> <p><input type="checkbox"/> "with partial collateral"</p> <p><input type="checkbox"/> "with full coverage"</p> <p><input type="checkbox"/> "derivatives"</p> <p><input type="checkbox"/> "with partial collateral"</p> <p><input type="checkbox"/> "with full coverage"</p> <p><input type="checkbox"/> "stock"</p> <p><input type="checkbox"/> "with partial collateral"</p> <p><input type="checkbox"/> "with full coverage"</p> <p>Market [mark as appropriate]:</p>	<p>Настоящим Заявлением просим АО "Клиринговый центр KASE" (далее – Клиринговый центр) присвоить</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>[указать полное и сокращенное наименование (на русском, государственном и ином языках) кандидата на присвоение статуса клирингового участника в соответствии с уставом и произведенной регистрацией (перерегистрацией) юридического лица в органах юстиции, БИН комментарий удалить]</i></p> <p>(далее – кандидат) статус клирингового участника [отметить нужное]:</p> <p>Категория [отметить нужное]:</p> <p><input type="checkbox"/> "валютная"</p> <p><input type="checkbox"/> "с частичным обеспечением"</p> <p><input type="checkbox"/> "с полным покрытием"</p> <p><input type="checkbox"/> "деривативы "</p> <p><input type="checkbox"/> "с частичным обеспечением"</p> <p><input type="checkbox"/> "с полным покрытием"</p> <p><input type="checkbox"/> "фондовая"</p> <p><input type="checkbox"/> "с частичным обеспечением"</p> <p><input type="checkbox"/> "с полным покрытием"</p> <p>Площадка [отметить нужное]:</p>

<input type="checkbox"/> KASE Stock Exchange <input type="checkbox"/> Trading environment (NtPro and other over-the-counter systems) <input type="checkbox"/> Electronic trading system (Tabadul platform)	<input type="checkbox"/> Биржевая KASE <input type="checkbox"/> Торговая среда (NtPro и иные внебиржевые системы) <input type="checkbox"/> Система электронных торгов (Tabadul platform)
<p>By signing this Application, we confirm that:</p>	<p>Подписывая настоящее Заявление, подтверждаем, что:</p>
<ul style="list-style-type: none"> – we have read the terms of the Contract on clearing and settlement services (hereinafter – the Contract) posted on the official website of the Clearing Centre and unconditionally agree to them, – have been previously familiarized with The rules for the implementation of clearing activities for transactions with financial instruments (hereinafter – the Clearing Rules), the Regulation on clearing participants, the Regulation on clearing fees and forfeits, the Rules for the implementation of cash settlements for transactions with the central counterparty on the stock market, the Rules for the implementation of settlements for transactions on the foreign exchange market, the Rules for the implementation of settlements for transactions on the derivatives market, the Rules for internal accounting of money and the preparation of documents for settlements on exchange trades (hereinafter – the Settlement Rules) and other internal documents of the Clearing Centre and appendices to them, posted on the official website of the Clearing Centre; – we unconditionally agree with all the conditions and requirements established by the above-mentioned internal documents of the Clearing Centre, and undertake to comply with these conditions and requirements, and to bear full responsibility for violation of these conditions and requirements; – we unconditionally and irrevocably consent to the receipt of the necessary documents and information by the Clearing Centre, transmitted by the exchange through information interaction, including the disclosure of commercial secrets in the securities market; – we accept all subsequent changes and/or additions to the Clearing Rules, the 	<ul style="list-style-type: none"> – ознакомлены с условиями Договора о клиринговом и расчетном обслуживании (далее – Договор) размещенными на официальном интернет-ресурсе Клирингового центра и безусловно присоединяемся к ним, – предварительно ознакомлены с Правилами осуществления клиринговой деятельности по сделкам с финансовыми инструментами (далее – Правила клиринга), Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках, Правилами осуществления денежных расчетов по сделкам с центральным контрагентом на фондовом рынке, Правилами осуществления расчетов по сделкам на валютном рынке, Правилами осуществления расчетов по сделкам на рынке деривативов, Правилами внутреннего учета денег и оформления документов при расчетах по биржевым торгам (далее – Правила расчетов) и иными внутренними документами Клирингового центра и приложениями у ним, размещенными на официальном интернет-ресурсе Клирингового центра ; – безусловно соглашаемся со всеми условиями и требованиями, установленными вышеперечисленными внутренними документами Клирингового центра, и обязуемся соблюдать эти условия и требования, нести полную ответственность за нарушение этих условий и требований; – безусловно и безотзывно даем согласие на получение необходимых документов и информации Клиринговым центром, передаваемых биржей посредством информационного взаимодействия, в том числе на раскрытие коммерческой тайны на рынке ценных бумаг; – принимаем все внесенные в последующем изменения и/или дополнения в Правила клиринга,

<p>Regulation on Clearing Participants, the Settlement Rules or their presentation in new editions, and other internal documents of the Clearing Centre, including those related to the clearing and settlement activities of the Clearing Centre;</p> <p>– we undertake to fulfill our obligations under transactions with financial instruments in a timely manner, to make (additional) a guarantee contribution (guarantee contributions), collateral, to pay clearing fees, penalties (fines) when accrued, as well as to make other payments and/or reimburse the expenses of the Clearing Centre in accordance with the Clearing Rules, the Regulation on Clearing Participants, the Settlement Rules, the Regulation on Clearing fees and forfeits and other internal documents of the Clearing Centre.</p>	<p>Положение о клиринговых участниках, Правила расчетов или изложение их в новых редакциях, и иные внутренние документы Клирингового центра, в том числе относящиеся к клиринговой и расчетной деятельности Клирингового центра;</p> <p>– обязуемся своевременно выполнять обязательства по сделкам с финансовыми инструментами, по внесению (довнесению) гарантийного взноса (гарантийных взносов), обеспечения, уплачивать клиринговые сборы, неустойки (штрафы) при их начислении, а также осуществлять другие платежи и/или возмещать расходы Клирингового центра в соответствии с Правилами клиринга, Положением о клиринговых участниках, Правилами расчетов, Положением о клиринговых сборах и неустойках и иными внутренними документами Клирингового центра.</p>
<p>By signing this Application, we declare that we have read and agree with the terms of the Regulation on Clearing Participants that the Contract is considered concluded with the Clearing Centre from the date of entry into force of the Clearing Centre's decision to assign the candidate the status of a clearing participant (hereinafter – a clearing participant).</p> <p>By signing this Application, we declare that we have read and agree to the following terms of the Contract:</p> <p>The Contract does not govern the relationship between the Clearing Centre and the clients of the clearing participant;</p> <p>the relationship of a clearing participant with its client (clients), arising, in particular, in connection with the execution of transactions in the interests of such client (such clients), the fulfillment and/or termination of obligations arising from them, including as a result of clearing, are governed by the legislation of the Republic of Kazakhstan and Contracts concluded between the clearing participant and its client (clients);</p> <p>the clearing participant bears responsibility independently (without involving the Clearing Centre) to its clients in the event of any issues related to the execution of transactions in their interests, including those related to the fulfillment and/or termination of obligations under them, as well as the application by the</p>	<p>Подписывая настоящее Заявление, заявляем, что ознакомлены и согласны с условием Положения о клиринговых участниках о том, что Договор считается заключенным с Клиринговым центром с даты введения в действие решения Клирингового центра о присвоении кандидату статуса клирингового участника (далее – клиринговый участник).</p> <p>Подписывая настоящее Заявление, заявляем, что ознакомлены и согласны со следующими условиями Договора:</p> <p>Договор не регулирует отношения между Клиринговым центром и клиентами клирингового участника;</p> <p>отношения клирингового участника с его клиентом (клиентами), возникающие, в частности, в связи с совершением сделок в интересах такого клиента (таких клиентов), исполнением и/или прекращением обязательств из них, в том числе в результате клиринга, регулируются законодательством Республики Казахстан и договорами, заключенными между клиринговым участником и его клиентом (клиентами);</p> <p>клиринговый участник несет самостоятельно (без привлечения Клирингового центра) ответственность перед своими клиентами при возникновении каких-либо вопросов, связанных с совершением сделок в их интересах, в том числе касающихся исполнения и/или прекращения обязательств</p>

<p>clearing participant of the provisions of the Clearing Rules and the Settlement Rules; The Clearing Centre may carry out settlements based on the results of clearing, to determine the obligations of the Clearing Participant, including the payment of clearing fees in favor of the Clearing Centre, as well as in favor of the exchange, in the manner established by the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants, the Regulation on Clearing fees and forfeits, and other internal documents of the Clearing Centre; the clearing participant gives its consent to the Clearing Centre to carry out the actions specified in this Application and the internal documents of the Clearing Centre; The clearing participant gives its consent to join the changes to the Contract or to the presentation of the Contract in a new version as a whole and agrees that the clearing participant independently monitors the change in the version of the Contract, including appendices thereto, by viewing the official website of the Clearing Centre.</p> <p>In the event of discrepancies in the interpretation of the Contract in the state and Russian languages, the terms set out in the text of the Contract in Russian shall prevail when interpreting the terms of the Contract.</p>	<p>по ним, а также применения клиринговым участником положений Правил клиринга и Правил расчетов; Клиринговый центр вправе осуществлять расчеты по итогам клиринга, определять обязательства Клирингового участника, в том числе по уплате клиринговых сборов в пользу Клирингового центра, а также в пользу биржи, в порядке, установленном Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках, и иными внутренними документами Клирингового центра; клиринговый участник дает свое согласие на осуществление Клиринговым центром указанных в настоящем Заявлении и внутренних документах Клирингового центра действий; клиринговый участник дает свое согласие на присоединение к изменениям в Договор или изложение Договора в новой редакции в целом и согласен с тем, что клиринговый участник самостоятельно отслеживает изменение редакции Договора, включая приложения к нему, посредством просмотра интернет-ресурса Клирингового центра.</p> <p>В случае разночтения Договора на государственном и русском языках, преимущественную силу при толковании условий Договора имеют условия, изложенные в тексте Договора на русском языке.</p>
---	---

Candidate:

indicate the full and abbreviated name of the candidate for acquiring the status of a clearing participant in accordance with the charter *and the registration (re-registration) of the legal entity with the justice authorities /*

указать полное и сокращенное наименование кандидата на приобретение статуса клирингового участника в соответствии с уставом и произведенной регистрацией (перерегистрацией) юридического лица в органах юстиции

____ BIN/ БИН:

____ bank details/ банковские реквизиты

____ location address (postal address according to information registered with the justice authorities and actual _____) / адрес местонахождения (почтовый адрес согласно сведения, зарегистрированным в органах юстиции и фактический):

____/e-mail ____

____/telephones: contact / телефоны: контактный _____, мобильной связи / mobile phone:

Regulation on clearing participants

[Position of the CEO]
[Должность первого руководителя]

[signature]
[подпись]

[last name, initials]
[фамилия, инициалы]

<p>_____ Clearing Centre's mark on acceptance of the Application/Отметка Клирингового Центра о принятии Заявления: <i>* _____ (Enter the last name and initials, position, and signature of the person who accepted the Application; delete the comment / проставить фамилию и инициалы, должность, подпись лица, принявшего Заявление, комментарий удалить)</i> <i>* _____ signature/подпись</i> stamp/м.п. "___" _____ 20__ у/г.</p>
--

Details of the Clearing Centre:/Реквизиты Клирингового центра:

Registration address: A15G7M6, Almaty, 280 Bayzakov St., North Tower of the multifunctional complex "Almaty Towers", 5th floor, office 502/Адрес места регистрации: А15G7М6, г. Алматы, ул. Байзакова, 280, северная башня многофункционального комплекса "Almaty Towers", 5-й этаж, кабинет 502. **Appendix 2**

to the Regulation on Clearing Participants

[on company letterhead, indicating the outgoing number and date of the application, delete the comment]

APPLICATION for assignment of the status of a clearing participant and accession to the Contract on clearing and settlement services (hereinafter – the Application)	ЗАЯВЛЕНИЕ о присвоении статуса клирингового участника и присоединении к договору о клиринговом и расчетном обслуживании (далее – Заявление)
<p>By this Application we ask KASE Clearing Centre JSC (hereinafter – the Clearing Centre) to assign</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>[indicate the full and abbreviated name (in Russian, state and other languages) of the candidate for assignment of the status of a clearing participant in accordance with the charter and the completed registration (re-registration) of the legal entity with the justice authorities, BIN, delete the comment]</i></p> <p>(hereinafter – the candidate) clearing participant status [mark as appropriate]:</p> <p>Category [mark as appropriate]:</p>	<p>Настоящим Заявлением просим АО "Клиринговый центр KASE" (далее – Клиринговый центр) присвоить</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><i>[указать полное и сокращенное наименование (на русском, государственном и ином языках) кандидата на присвоение статуса клирингового участника в соответствии с уставом и произведенной регистрацией (перерегистрацией) юридического лица в органах юстиции, БИН комментарий удалить]</i></p> <p>(далее – кандидат) статус клирингового участника [отметить нужное]:</p> <p>Категория [отметить нужное]:</p>

<input type="checkbox"/> "foreign exchange" <input type="checkbox"/> "with partial collateral" <input type="checkbox"/> "with full coverage" <input type="checkbox"/> "derivatives" <input type="checkbox"/> "with partial collateral" <input type="checkbox"/> "with full coverage" <input type="checkbox"/> "stock" <input type="checkbox"/> "with partial collateral" <input type="checkbox"/> "with full coverage" Market [mark as appropriate]: <input type="checkbox"/> KASE Stock Exchange <input type="checkbox"/> Trading environment (NtPro and other over-the-counter systems) <input type="checkbox"/> Electronic trading system (Tabadul platform)	<input type="checkbox"/> "валютная" <input type="checkbox"/> "с частичным обеспечением" <input type="checkbox"/> "с полным покрытием" <input type="checkbox"/> "деривативы " <input type="checkbox"/> "с частичным обеспечением" <input type="checkbox"/> "с полным покрытием" <input type="checkbox"/> "фондовая" <input type="checkbox"/> "с частичным обеспечением" <input type="checkbox"/> "с полным покрытием" Площадка [отметить нужное]: <input type="checkbox"/> Биржевая KASE <input type="checkbox"/> Торговая среда (NtPro и иные внебиржевые системы) <input type="checkbox"/> Система электронных торгов (Tabadul platform)
By signing this Application, we confirm that:	Подписывая настоящее Заявление, подтверждаем, что:
<ul style="list-style-type: none"> – we have read the terms of the Contract on clearing and settlement services (hereinafter – the Contract) posted on the official website of the Clearing Centre and unconditionally agree to them, – have been previously familiarized with The rules for the implementation of clearing activities for transactions with financial instruments (hereinafter – the Clearing Rules), the Regulation on clearing participants, the Regulation on clearing fees and forfeits, the Rules for the implementation of cash settlements for transactions with the central counterparty on the stock market, the Rules for the implementation of settlements for transactions on the foreign exchange market, the Rules for the implementation of settlements for transactions on the derivatives market, the Rules for internal accounting of money and the preparation of documents for settlements on exchange trades (hereinafter – the Settlement Rules) and 	<ul style="list-style-type: none"> – ознакомлены с условиями Договора о клиринговом и расчетном обслуживании (далее – Договор) размещенными на официальном интернет-ресурсе Клирингового центра и безусловно присоединяемся к ним, – предварительно ознакомлены с Правилами осуществления клиринговой деятельности по сделкам с финансовыми инструментами (далее – Правила клиринга), Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках, Правилами осуществления денежных расчетов по сделкам с центральным контрагентом на фондовом рынке, Правилами осуществления расчетов по сделкам на валютном рынке, Правилами осуществления расчетов по сделкам на рынке деривативов, Правилами внутреннего учета денег и оформления документов при расчетах по биржевым торгам (далее – Правила расчетов) и иными внутренними документами

<p>other internal documents of the Clearing Centre and appendices to them, posted on the official website of the Clearing Centre;</p> <ul style="list-style-type: none"> - we unconditionally agree with all the conditions and requirements established by the above-mentioned internal documents of the Clearing Centre, and undertake to comply with these conditions and requirements, and to bear full responsibility for violation of these conditions and requirements; - we unconditionally and irrevocably consent to the receipt of the necessary documents and information by the Clearing Centre, transmitted by the exchange through information interaction, including the disclosure of commercial secrets in the securities market; - we accept all subsequent changes and/or additions to the Clearing Rules, the Regulation on Clearing Participants, the Settlement Rules or their presentation in new editions, and other internal documents of the Clearing Centre, including those related to the clearing and settlement activities of the Clearing Centre; - we undertake to fulfill our obligations under transactions with financial instruments in a timely manner, to make (additional) a guarantee contribution (guarantee contributions), collateral, to pay clearing fees, penalties (fines) when accrued, as well as to make other payments and/or reimburse the expenses of the Clearing Centre in accordance with the Clearing Rules, the Regulation on Clearing Participants, the Settlement Rules, the Regulation on Clearing fees and forfeits and other internal documents of the Clearing Centre. 	<p>Клирингового центра и приложениями у ним, размещенными на официальном интернет-ресурсе Клирингового центра ;</p> <ul style="list-style-type: none"> - безусловно соглашаемся со всеми условиями и требованиями, установленными вышеперечисленными внутренними документами Клирингового центра, и обязуемся соблюдать эти условия и требования, нести полную ответственность за нарушение этих условий и требований; - безусловно и безотзывно даем согласие на получение необходимых документов и информации Клиринговым центром, передаваемых биржей посредством информационного взаимодействия, в том числе на раскрытие коммерческой тайны на рынке ценных бумаг; - принимаем все внесенные в последующем изменения и/или дополнения в Правила клиринга, Положение о клиринговых участниках, Правила расчетов или изложение их в новых редакциях, и иные внутренние документы Клирингового центра, в том числе относящиеся к клиринговой и расчетной деятельности Клирингового центра; - обязуемся своевременно выполнять обязательства по сделкам с финансовыми инструментами, по внесению (довнесению) гарантийного взноса (гарантийных взносов), обеспечения, уплачивать клиринговые сборы, неустойки (штрафы) при их начислении, а также осуществлять другие платежи и/или возмещать расходы Клирингового центра в соответствии с Правилами клиринга, Положением о клиринговых участниках, Правилами расчетов, Положением о клиринговых сборах и неустойках и иными внутренними документами Клирингового центра.
<p>By signing this Application, we declare that we have read and agree with the terms of the Regulation on Clearing Participants that the Contract is considered concluded with the Clearing Centre from the date of entry into force of the Clearing Centre's decision to assign the candidate the status of a clearing participant (hereinafter – a clearing participant). By signing this Application, we declare that we</p>	<p>Подписывая настоящее Заявление, заявляем, что ознакомлены и согласны с условием Положения о клиринговых участниках о том, что Договор считается заключенным с Клиринговым центром с даты введения в действие решения Клирингового центра о присвоении кандидату статуса клирингового участника (далее – клиринговый участник). Подписывая настоящее Заявление,</p>

<p>have read and agree to the following terms of the Contract: The Contract does not govern the relationship between the Clearing Centre and the clients of the clearing participant; the relationship of a clearing participant with its client (clients), arising, in particular, in connection with the execution of transactions in the interests of such client (such clients), the fulfillment and/or termination of obligations arising from them, including as a result of clearing, are governed by the legislation of the Republic of Kazakhstan and Contracts concluded between the clearing participant and its client (clients); the clearing participant bears responsibility independently (without involving the Clearing Centre) to its clients in the event of any issues related to the execution of transactions in their interests, including those related to the fulfillment and/or termination of obligations under them, as well as the application by the clearing participant of the provisions of the Clearing Rules and the Settlement Rules; The Clearing Centre may carry out settlements based on the results of clearing, to determine the obligations of the Clearing Participant, including the payment of clearing fees in favor of the Clearing Centre, as well as in favor of the exchange, in the manner established by the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants, the Regulation on Clearing fees and forfeits, and other internal documents of the Clearing Centre; the clearing participant gives its consent to the Clearing Centre to carry out the actions specified in this Application and the internal documents of the Clearing Centre; The clearing participant gives its consent to join the changes to the Contract or to the presentation of the Contract in a new version as a whole and agrees that the clearing participant independently monitors the change in the version of the Contract, including appendices thereto, by viewing the official website of the Clearing Centre.</p> <p>In the event of discrepancies in the interpretation of the Contract in the state and Russian languages, the terms set out in the text of the Contract in Russian shall prevail when interpreting the terms of the Contract.</p>	<p>заявляем, что ознакомлены и согласны со следующими условиями Договора: Договор не регулирует отношения между Клиринговым центром и клиентами клирингового участника; отношения клирингового участника с его клиентом (клиентами), возникающие, в частности, в связи с совершением сделок в интересах такого клиента (таких клиентов), исполнением и/или прекращением обязательств из них, в том числе в результате клиринга, регулируются законодательством Республики Казахстан и договорами, заключенными между клиринговым участником и его клиентом (клиентами); клиринговый участник несет самостоятельно (без привлечения Клирингового центра) ответственность перед своими клиентами при возникновении каких-либо вопросов, связанных с совершением сделок в их интересах, в том числе касающихся исполнения и/или прекращения обязательств по ним, а также применения клиринговым участником положений Правил клиринга и Правил расчетов; Клиринговый центр вправе осуществлять расчеты по итогам клиринга, определять обязательства Клирингового участника, в том числе по уплате клиринговых сборов в пользу Клирингового центра, а также в пользу биржи, в порядке, установленном Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках, и иными внутренними документами Клирингового центра; клиринговый участник дает свое согласие на осуществление Клиринговым центром указанных в настоящем Заявлении и внутренних документах Клирингового центра действий; клиринговый участник дает свое согласие на присоединение к изменениям в Договор или изложение Договора в новой редакции в целом и согласен с тем, что клиринговый участник самостоятельно отслеживает изменение редакции Договора, включая приложения к нему, посредством просмотра интернет-ресурса Клирингового центра.</p> <p>В случае разночтения Договора на государственном и русском языках, преимущественную силу при толковании условий Договора имеют условия,</p>
---	---

Regulation on clearing participants

	изложенные в тексте Договора на русском языке.
--	--

Candidate:

indicate the full and abbreviated name of the candidate for acquiring the status of a clearing participant in accordance with the charter *and the registration (re-registration) of the legal entity with the justice authorities /*

указать полное и сокращенное наименование кандидата на приобретение статуса клирингового участника в соответствии с уставом *и произведенной регистрацией (перерегистрацией) юридического лица в органах юстиции*

____ BIN/ БИН:

____ *bank details/ банковские реквизиты*

____ *location address (postal address according to information registered with the justice authorities and actual* _____ */ адрес местонахождения (почтовый адрес согласно сведения, зарегистрированным в органах юстиции и фактический):*

____ */e-mail* ____

____ */telephones: contact / телефоны: контактный* _____ *, мобильной связи / mobile phone:*

[Position of the CEO]

[Должность первого руководителя]

[signature]

[подпись]

[last name, initials]

[фамилия, инициалы]

____ Clearing Centre's mark on acceptance of the Application/Отметка Клирингового Центра о принятии Заявления: * _____ <i>(Enter the last name and initials, position, and signature of the person who accepted the Application; delete the comment / проставить фамилию и инициалы, должность, подпись лица, принявшего Заявление, комментарий удалить)</i> * _____ <i>signature/подпись</i> <i>stamp/м.п.</i> " " _____ 20__ <i>у/г.</i>
--

Details of the Clearing Centre:/Реквизиты Клирингового центра:

Registration address: A15G7M6, Almaty, 280 Bayzakov St., North Tower of the multifunctional complex "Almaty Towers", 5th floor, office 502/Адрес места регистрации: А15G7М6, г. Алматы, ул. Байзакова, 280, северная башня многофункционального комплекса "Almaty Towers", 5-й этаж, кабинет 502.

Appendix 3

to the Regulation on Clearing Participants

LIST
of documents to be provided by the candidate
to obtain the status of a clearing participant of KASE Clearing Centre JSC

Item No.	Document title	Requirements for documents to be provided	Notes
A	1	2	3
1	Questionnaire on issues of organizing counteraction to legalization (laundering) of proceeds from crime and the financing of terrorism with the attachment of documents specified in the questionnaire	Documents confirming the accuracy of the information provided in the application form must be provided in the form of originals or notarized (apostilled*) copies.	According to the form established by the Clearing Centre, which is available on the official website
2	Questionnaire on the organization of internal control in terms of ensuring compliance with the international economic sanctions regime (sanction restrictions)		According to the form established by the Clearing Centre, which is available on the official website
3.	Letter of assurance of compliance with the international economic sanctions regime (sanction restrictions)		According to the form established by the Clearing Centre, which is available on the official website
4.	A letter of assurance that the candidate meets the minimum requirements for the organization of risk management and internal control systems established by the authorized body of the country of registration.		In any form with the attachment of a self-assessment card of the risk management system in accordance with the form of Appendix 8 to the Regulation on Clearing Participants

Regulation on clearing participants

5.	A valid license issued to the candidate by the authorized body of the country of incorporation and confirming the candidate's right to conduct banking operations in national and/or foreign currencies, including the execution of transactions (carrying out exchange operations) with foreign currencies, or a license to organize exchange operations with foreign currency (except for the organization of exchange operations with cash foreign currency) or another document granting the candidate the right to carry out transactions (carrying out exchange operations) with foreign currencies	A copy of a license or other document must be a scanned copy of their paper versions, certified by a notary public (apostilled*) and/or provided in electronic form.	
6.	Annual financial statements for the last completed financial year (if there is a subsidiary(ies) – consolidated financial statements and separate financial statements of the candidate), confirmed by an auditor's report	The specified financial statements must be prepared in accordance with international financial reporting standards and the legislation of the Republic of Kazakhstan on accounting and financial reporting. Copies of these documents must be: 1) stitched, numbered, signed by a person authorized to interact with the exchange and/or the Clearing Centre; 2) provided in electronic form and must be scanned copies of the paper version of these documents	The provision of the specified financial statements for the completed financial year preceding the last completed financial year is permitted if the application for admission to clearing participants is submitted within the first four months from the end date of the last completed financial year.
7.	Interim financial statements (if there is a subsidiary(ies) – consolidated financial statements and separate financial statements of the candidate) for the reporting period preceding the date of filing the application for admission to clearing participants and agreed upon with the authorized division	The specified financial statements must be prepared in accordance with international financial reporting standards and the legislation of the Republic of Kazakhstan on accounting and financial reporting. Copies of the specified documents must be: 1) stitched, numbered, signed by a person authorized to interact with the exchange and the Clearing Centre; 2) provided in electronic form and must be scanned copies of the paper version of these documents	Provision is not required if less than four months have passed from the end date of the calendar year to the date of filing the application for admission to clearing participants.
8.	Information on the values of prudential standards calculated by the candidate in accordance with the requirements of the authorized body as of the end of the last day of the calendar month preceding the month of filing the application for admission	The information must be stitched, numbered, and signed by a person authorized to interact with the exchange and/or the Clearing Centre.	

Regulation on clearing participants

	to clearing participants (if such requirements are provided for by applicable law)		
9.	A document indicating the details of the candidate's accounts in Central Securities Depository JSC, which will be used to carry out settlements by the Clearing Centre for the purpose of executing transactions concluded at exchange trades.		Applies only to candidates for clearing participants in the "stock" category
10.	A document indicating the details of the candidate's current bank account in Kazakh tenge, which will be used to carry out cash settlements by the Clearing Centre for the purpose of executing transactions concluded at exchange trades.		
11.	A document with signature samples of the candidate's first manager and his deputies, the candidate's chief accountant and his deputies, and persons authorized to interact with the Clearing Centre on behalf of the candidate	The specified document must be notarized (apostilled*)	If the applicable legislation does not provide for the presence of this document and/or notarization of the authenticity of signature samples in this or a document similar in purpose, then the authenticity of signature samples in this or a document similar in purpose must be certified in accordance with the applicable legislation or internal documents of such candidate
12.	A copy of the consent/approval of the authorized body for the appointment (election) of members of the executive body and the management body if they meet the qualification requirements (if such requirements are provided for by applicable legislation)	A copy of the consent/approval must be provided in electronic form and also be a scanned copy of the paper version of this document.	
13.	A letter from the registering exchange regarding the inclusion of a candidate in its register of participants in the electronic trading system (only for a candidate – participant in the electronic trading system)	The letter from the exchange (registering exchange) must contain the following information: 1) about the category of membership on the exchange; 2) on the date of acceptance of the candidate as a member of the exchange;	

Regulation on clearing participants

		<p>3) on financial instruments, the right to participate in tenders, which the candidate has;</p> <p>4) the presence (absence) of cases of the exchange applying any measures of influence to the candidate during the last three years preceding the day the letter was sent;</p> <p>5) on the candidate's compliance with the requirements of this exchange;</p> <p>6) on inclusion in the register of remote access participants</p>	
--	--	---	--

Note to the table:

*Apostille of documents – for candidates who are not residents of the Republic of Kazakhstan.

Appendix 4

to the Regulation on Clearing
Participants

[on company letterhead, indicating the outgoing number and date of application]

KASE Clearing Centre JSC

CONSENT
to receive confidential information

The Clearing Participant **[full name of the Clearing Participant in accordance with the certificate of its state registration (last state re-registration)]** (hereinafter – the Clearing Participant), by signing this consent, gives KASE Clearing Centre JSC (hereinafter – the Clearing Centre) its irrevocable and unconditional consent for the Clearing Centre to receive confidential information about the Clearing Participant and its clients in accordance with subitem 8.3) of item 8 of the Contract on Clearing and Settlement Services, which is necessary and sufficient for the implementation of clearing, settlements and the performance of the functions of the central counterparty from the organizer of trading and the settlement organization, including, but not limited to, information on orders submitted to trading systems, concluded transactions, balances and movements in the personal accounts of the Clearing Participant.

The Clearing Participant confirms that it has received the appropriate consent from all of its clients to receive confidential information by the Clearing Centre, as well as consent to the collection, processing and transfer of personal data to the Clearing Centre.

Clearing participant – a participant in the electronic trading system, confirms its consent to the provision of confidential information by the registered exchange to the Clearing Centre.

[Position of CEO]

[signature]

[last name, initials]

Appendix 5

to the Regulation on Clearing Participants

<p style="text-align: center;">CONTRACT on clearing and settlement services (hereinafter – the Contract)</p>	<p style="text-align: center;">ДОГОВОР о клиринговом и расчетном обслуживании (далее – Договор)</p>
<p>The Contract is an accession contract and defines the standard terms and conditions for the provision of clearing and settlement services by KASE Clearing Centre JSC to Clearing Participants.</p>	<p>Договор является договором присоединения и определяет стандартные условия оказания АО "Клиринговый центр KASE" услуг Клиринговым участникам по клиринговому и расчетному обслуживанию.</p>
<p>1. Terms and definitions</p> <p>Clearing Centre – KASE Clearing Centre JSC;</p> <p>Application for accession to the Contract – a written application of the Clearing Participant according to the form of the Clearing Centre for accession to the Contract, completed by the Clearing Participant;</p> <p>Clearing Participant – a legal entity that has received the status of a Clearing Participant in accordance with the Regulation on Clearing Participants, having joined the Contract on the basis of an Application for accession to the Contract submitted and accepted by the Clearing Centre;</p> <p>Clearing Rules – an internal document of the Clearing Centre "Rules for the implementation of clearing activities for transactions with financial instruments";</p> <p>Parties – the Clearing Centre and the Clearing Participant;</p> <p>Settlement Rules – internal documents of the Clearing Centre: "Rules for the implementation of cash settlements for transactions with the central counterparty on the stock market", "Rules for the implementation of settlements for transactions on the foreign exchange market", "Rules for the implementation of settlements for transactions on the derivatives market"; "Rules for internal accounting of money and preparation of documents during settlements for exchange trades";</p> <p>Settlement services – services for the implementation of monetary settlements for transactions with the central counterparty.</p> <p>Regulation on Technical Failures – an internal document of the Clearing Centre called "Regulation on resolving issues in case of technical failures".</p> <p>The concepts and terms contained in the Contract are used in the meanings established by the legislation of the Republic of Kazakhstan, internal documents of the Clearing Centre: "Clearing Rules", "Settlement Rules", "Regulation on Clearing Participants", "Regulation on Technical Failures", posted on the official website of the Clearing Centre.</p>	<p>1. Термины и определения</p> <p>Клиринговый центр – АО "Клиринговый центр KASE";</p> <p>Заявление о присоединении к Договору – письменное заявление Клирингового участника по форме Клирингового центра о присоединении к Договору, заполненное Клиринговым участником;</p> <p>Клиринговый участник – юридическое лицо, получившее статус клирингового участника в соответствии с Положением о клиринговых участниках, присоединившееся к Договору на основании поданного и принятого Клиринговым центром Заявления о присоединении к Договору;</p> <p>Правила клиринга – внутренний документ Клирингового центра "Правила осуществления клиринговой деятельности по сделкам с финансовыми инструментами";</p> <p>Стороны – Клиринговый центр и Клиринговый участник;</p> <p>Правила расчетов – внутренние документы Клирингового центра: "Правила осуществления денежных расчетов по сделкам с центральным контрагентом на фондовом рынке", "Правила осуществления расчетов по сделкам на валютном рынке", "Правила осуществления расчетов по сделкам на рынке деривативов"; "Правила внутреннего учета денег и оформления документов при расчетах по биржевым торгам;</p> <p>Расчетное обслуживание – услуги по осуществлению денежных расчетов по сделкам с центральным контрагентом.</p> <p>Положение о технических сбоях - внутренний документ Клирингового центра "Положение о разрешении вопросов при технических сбоях".</p> <p>Понятия и термины, содержащиеся в Договоре, используются в значениях, установленных законодательством Республики Казахстан, внутренними документами Клирингового центра: "Правила клиринга", "Правила расчетов", "Положение о клиринговых участниках",</p>

	<p>"Положение о технических сбоях", размещенными на интернет-ресурсе Клирингового центра.</p>
<p>2. General Provisions</p> <p>2.1. The Contract is a contract of accession concluded by the Parties in accordance with the provisions of Article 389 of the Civil Code of the Republic of Kazakhstan, the terms of which may be accepted by the Clearing Participant only by accession to the Contract as a whole.</p> <p>2.2. The Contract is published on the Clearing Centre's website.</p> <p>2.3. In accordance with the Contract, the Clearing Centre undertakes to provide clearing and settlement services (with or without performing the functions of the central counterparty) in relation to transactions with financial instruments, in the manner and under the conditions established by the legislation of the Republic of Kazakhstan, the Clearing Rules, the Settlement Rules and other internal documents of the Clearing Centre, including those related to the clearing activities of the Clearing Centre, and the Clearing Participant undertakes to pay for the said services.</p> <p>2.4. The terms of the Contract are defined by the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants and other internal documents of the Clearing Centre, including those related to the clearing activities of the Clearing Centre.</p> <p>2.5. The transactions for which the Clearing Centre provides clearing and settlement services, whether or not assuming the functions of the central counterparty, the composition of the services, the terms and procedure for their provision, the amount and procedure for payment, as well as other rights and obligations of the Parties related to clearing and settlement services, are established by the Clearing Rules and the Settlement Rules.</p> <p>2.6. A transaction with a person connected with the Clearing Centre by special relations, a transaction in which there is an interested party, may be carried out only by decision of the Board of Directors of the Clearing Centre, except in cases where the standard terms of such transactions are approved by the Board of Directors of the Clearing Centre.</p> <p>2.7. The Parties acknowledge that technical failures, malfunctions, breakdowns, or unavailability of controls in the operation of the Clearing Centre's software and hardware systems or those of third-party organizations may occur during the provision of clearing and settlement services, including as a result of force majeure. The procedures for the Clearing Centre and Clearing Participants in such circumstances are determined by the Regulation on Technical Failures.</p>	<p>2. Общие положения</p> <p>2.1. Договор является договором присоединения, заключаемым Сторонами в соответствии с положениями статьи 389 Гражданского кодекса Республики Казахстан, условия которого могут быть приняты Клиринговым участником не иначе, как путем присоединения к Договору в целом.</p> <p>2.2. Договор опубликован на интернет-ресурсе Клирингового центра.</p> <p>2.3. В соответствии с Договором Клиринговый центр обязуется осуществлять клиринговое и расчетное обслуживание (с или без осуществления функций центрального контрагента) в отношении сделок с финансовыми инструментами, в порядке и на условиях, установленных законодательством Республики Казахстан, Правилами клиринга, Правилами расчетов и иными внутренними документами Клирингового центра, в том числе, относящимися к клиринговой деятельности Клирингового центра, а Клиринговый участник обязуется оплатить указанные услуги.</p> <p>2.4. Условия Договора определены Правилами клиринга, Правилами расчетов Положением о клиринговых участниках и иными внутренними документами Клирингового центра, в том числе, относящимися к клиринговой деятельности Клирингового центра.</p> <p>2.5. Сделки, по которым Клиринговый центр осуществляет клиринговое и расчетное обслуживание, принимая или не принимая на себя функции центрального контрагента, состав услуг, условия и порядок их оказания, размер и порядок оплаты, а также иные права и обязанности Сторон, связанные с клиринговым и расчетным обслуживанием, устанавливаются Правилами клиринга и Правилами расчетов.</p> <p>2.6. Сделка с лицом, связанным с Клиринговым центром особыми отношениями, сделка, в совершении которой имеется заинтересованность, может быть осуществлена только по решению Совета директоров Клирингового центра, за исключением случаев, когда типовые условия таких сделок утверждены Советом директоров Клирингового центра.</p> <p>2.7. Стороны признают, что при оказании клирингового и расчетного обслуживания могут возникать технические сбои, выход из строя, неисправность или недоступность управления в работе программно-технического комплекса Клирингового центра, сторонних организаций, в том числе в результате обстоятельств непреодолимой силы. Порядок действий Клирингового центра и клиринговых участников</p>

	при таких обстоятельствах определяется Положением о технических сбоях.
<p>3. Conditions for accession to the Contract</p> <p>3.1. The Client accedes to the Contract by signing the Application for accession to the Contract and its acceptance by the Clearing Centre.</p> <p>3.2. By signing the Application for Accession to the Contract, the Clearing Participant confirms and agrees that:</p> <ul style="list-style-type: none"> - it has received, read, understood and agreed to the provisions of the standard terms of the Contract in full, without any comments or objections, and undertakes to comply with all provisions of the Contract in a timely manner and in full; - it assumes all possible adverse consequences of non-fulfillment and/or improper fulfillment of the provisions of the Contract; - the Clearing Participant agrees with all the terms and conditions of the Clearing Centre's provision of services stipulated by the Contract; - all provisions of the Contract fully comply with the interests and will of the Clearing Participant; - the Clearing Participant shall not have the right to refer to the absence of its signature on the Contract as evidence that the Contract was not read/understood/accepted by him, if the Clearing Centre has a copy of the Application for accession to the Contract. 	<p>3. Условия присоединения к Договору</p> <p>3.1. Клиент присоединяется к Договору путем подписания Заявления о присоединении к Договору и принятия его Клиринговым центром.</p> <p>3.2. Подписывая Заявление о присоединении к Договору, Клиринговый участник подтверждает и соглашается с тем, что:</p> <ul style="list-style-type: none"> - получил, прочитал, понял и согласился с положениями стандартных условий Договора в полном объеме, без каких-либо замечаний и возражений, и обязуется своевременно и в полном объеме выполнять все положения Договора; - принимает на себя все возможные неблагоприятные последствия неисполнения и/или ненадлежащего исполнения положений Договора; - Клиринговый участник соглашается со всеми условиями и порядком осуществления Клиринговым центром услуг, предусмотренных Договором; - все положения Договора в полной мере соответствуют интересам и волеизъявлению Клирингового участника; - Клиринговый участник не вправе ссылаться на отсутствие его подписи в Договоре, как доказательство того, что Договор не был им прочитан/понят/принят, если у Клирингового центра имеется экземпляр Заявления о присоединении к Договору.
<p>4. Relationships of the Clearing Participant with the Clearing Participant's clients.</p> <p>4.1. The Contract, the Clearing Rules and the Settlement Rules do not create and, as a consequence, do not regulate the relationship between the Clearing Centre and the clients of the Clearing Participant.</p> <p>The Clearing Participant's relationship with its client(s), arising, in particular, in connection with the execution of transactions in the interests of such client(s), the fulfillment and/or termination of obligations arising therefrom, including as a result of clearing and settlement, are governed primarily by the legislation of the Republic of Kazakhstan and the Contracts concluded between the Clearing Participant and its client(s). Notwithstanding any references to the Clearing Rules and Settlement Rules in the Contract concluded between the Clearing Participant and its client(s), under no circumstances shall such Contract be superseded by them.</p> <p>No provisions of the Clearing Rules and the Settlement Rules may be interpreted as terms of the Contract between the Clearing Centre and the client(s) of the Clearing Participant.</p>	<p>4. Отношения Клирингового участника с клиентами Клирингового участника.</p> <p>4.1. Договор, Правила клиринга и Правила расчетов не создают и, как следствие, не регулируют отношения между Клиринговым центром и клиентами Клирингового участника.</p> <p>Отношения Клирингового участника с его клиентом (клиентами), возникающие, в частности, в связи с совершением сделок в интересах такого клиента (таких клиентов), исполнением и/или прекращением обязательств из них, в том числе в результате клиринга и расчетов, регулируются в первую очередь законодательством Республики Казахстан и договорами, заключенными между Клиринговым участником и его клиентом (клиентами). Невзирая на возможные ссылки в договоре, заключенном Клиринговым участником с его клиентом (клиентами), на Правила клиринга и Правила расчетов ни при каких условиях не заменяют собой такой договор.</p> <p>Никакие положения Правил клиринга и Правил расчетов не могут толковаться как условия договора между Клиринговым центром и клиентом (клиентами) Клирингового участника.</p>
<p>5. Rights and obligations of the Parties</p> <p>5.1. The Clearing Centre undertakes to:</p>	<p>5. Права и обязанности Сторон</p> <p>5.1. Клиринговый центр обязуется:</p>

<p>1) provide clearing services (with or without performing the functions of the central counterparty) in relation to transactions concluded by the Clearing Participant and (or) the Trading Participant authorized by it, on the terms and in the manner established by the Clearing Rules and the requirements of the legislation of the Republic of Kazakhstan;</p> <p>2) provide settlement services in relation to transactions concluded by the Clearing Participant and/or the Trading Participant authorized by it, on the terms and in the manner established by the Settlement Rules and the requirements of the legislation of the Republic of Kazakhstan;</p> <p>3) notify the Clearing Participant that registered the exchange (for a Clearing Participant – a participant in the electronic trading system) of changes and/or additions made to the Clearing Rules and Settlement Rules, the Regulation on Technical Failures (including by approving the said rules in new editions) within the timeframe and in the manner stipulated by the said rules;</p> <p>4) fulfill other obligations stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Clearing Centre.</p> <p>5.2. The Clearing Participant undertakes to:</p> <p>1) comply with the requirements of the current Clearing Rules, Settlement Rules, Regulation on Clearing Participants and other internal documents of the Clearing Centre, including those related to the clearing activities of the Clearing Centre;</p> <p>2) properly fulfill all obligations arising as a result of the conclusion by the Clearing Participant and/or the Trading Participant authorized by it of transactions in respect of which the Clearing Centre provides clearing services (with or without performing the functions of the central counterparty), settlement services, including obligations to pay clearing fees in favor of the Clearing Centre;</p> <p>3) to fulfill in a timely manner the obligations to make (additional) a guarantee contribution (guarantee contributions), collateral, pay clearing fees, in the event of failure to fulfill their obligations stipulated by the internal documents of the Clearing Centre, pay penalties (fines) when they are accrued by the Clearing Centre, as well as make other payments and (or) reimburse the expenses of the Clearing Centre in the amount and in the manner stipulated by the Clearing Rules, the Regulation on Clearing Participants and other internal documents of the Clearing Centre;</p> <p>4) fulfill obligations under all transactions for which the</p>	<p>1) осуществлять клиринговое обслуживание (с или без осуществления функций центрального контрагента) в отношении сделок, заключаемых Клиринговым участником и (или) уполномоченным им Участником торгов, на условиях и в порядке, установленном Правилами клиринга и требованиями законодательства Республики Казахстан;</p> <p>2) осуществлять расчетное обслуживание в отношении сделок, заключаемых Клиринговым участником и/или уполномоченным им Участником торгов, на условиях и в порядке, установленных Правилами расчетов и требованиями законодательства Республики Казахстан;</p> <p>3) уведомлять Клирингового участника, зарегистрировавшую биржу (по клиринговому участнику – участнику системы электронных торгов) о внесенных в Правила клиринга и Правила расчетов, Положение о технических сбоях изменениях и/или дополнениях (в том числе путем утверждения указанных правил в новых редакциях) в срок и в порядке, предусмотренные указанными правилами;</p> <p>4) выполнять иные обязательства, предусмотренные законодательством Республики Казахстан и внутренними документами Клирингового центра.</p> <p>5.2. Клиринговый участник обязуется:</p> <p>1) соблюдать требования действующих Правил клиринга, Правил расчетов, Положения о клиринговых участниках и иных внутренних документов Клирингового центра, в том числе относящихся к клиринговой деятельности Клирингового центра;</p> <p>2) надлежащим образом выполнять все обязательства, возникающие в результате заключения Клиринговым участником и/или уполномоченным им Участником торгов сделок, в отношении которых Клиринговый центр осуществляет клиринговое обслуживание (с или без осуществления функций центрального контрагента), расчетное обслуживание, включая обязательства по уплате клиринговых сборов в пользу Клирингового центра;</p> <p>3) своевременно выполнять обязательства по внесению (довнесению) гарантийного взноса (гарантийных взносов), обеспечения, уплачивать клиринговые сборы, в случае невыполнения своих обязательств, предусмотренных внутренними документами Клирингового центра, уплачивать неустойки (штрафы) при их начислении Клиринговым центром, а также осуществлять другие платежи и (или) возмещать расходы Клирингового центра в размере и порядке, предусмотренные Правилами клиринга, Положением о клиринговых участниках и иными внутренними документами Клирингового центра;</p> <p>4) исполнять обязательства по всем сделкам, по которым Клиринговый центр осуществляет</p>
--	---

<p>Clearing Centre performs the functions of the central counterparty, concluded by the Clearing Centre on behalf of the Clearing Participant within the framework of default settlement procedures in accordance with the requirements of the legislation of the Republic of Kazakhstan and the Clearing Rules;</p> <p>5) fulfill obligations under transactions with financial instruments on the exchange market of the receiving exchange in accordance with the requirements of the Clearing Rules;</p> <p>6) guarantee and prevent in the course of its activities situations that create the possibility of the Clearing Centre being involved in legal proceedings with its clients and other third parties, independently settle all claims of its clients arising from the essence of the services provided by the Clearing Participant, in the event that a client of the Clearing Participant makes claims and (or) demands against the Clearing Centre, assist the Clearing Centre in settling the claims of its client against the Clearing Centre, provide information on the essence of the claim, proposals for settling the situation with the client of the Clearing Participant, ensure the participation of its representatives in the consideration of the said claim by the relevant authorized body of the Republic of Kazakhstan or the court;</p> <p>7) notify their clients of the default management procedures applied by the Clearing Centre, including when performing the functions of the central counterparty on behalf of a Clearing Participant using its client account, and bear independent (without involving the Clearing Centre) responsibility to their clients in the event of any issues related to the execution of transactions in their interests, including those related to the performance and/or termination of obligations under them, as well as the application by the Clearing Participant of the provisions of the Clearing Rules and the Settlement Rules;</p> <p>8) provide, as part of the disclosure of information to the Clearing Centre, reliable information and documents in the volume, manner and timeframes stipulated by the Regulation on Clearing Participants, the Clearing Rules, the Settlement Rules and other internal documents of the Clearing Centre;</p> <p>9) fulfill other obligations stipulated by the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants, other internal documents of the Clearing Centre and the legislation of the Republic of Kazakhstan;</p>	<p>функции центрального контрагента, заключенным Клиринговым центром от имени Клирингового участника в рамках процедур по урегулированию дефолтов в соответствии с требованиями законодательства Республики Казахстан и Правил клиринга;</p> <p>5) исполнять обязательства по сделкам с финансовыми инструментами на биржевом рынке принимающей биржи в соответствии с требованиями Правил клиринга;</p> <p>6) гарантировать и не допускать в процессе своей деятельности ситуаций, создающих возможность вовлечения Клирингового центра в судебные разбирательства со своими клиентами и иными третьими лицами, самостоятельно урегулировать все претензии своих клиентов, вытекающих из существа оказываемых Клиринговым участником услуг, в случае предъявления клиентом Клирингового участника претензий и (или) требований к Клиринговому центру оказывать содействие Клиринговому центру по урегулированию требований своего клиента к Клиринговому центру, предоставлять информацию по существу претензии, предложения по урегулированию ситуации с клиентом Клирингового участника, обеспечить участие своих представителей при рассмотрении указанной претензии соответствующим уполномоченным органом Республики Казахстан либо судом;</p> <p>7) уведомлять своих клиентов о применимых Клиринговым центром процедурах дефолт-менеджмента, в том числе при исполнении функций центрального контрагента от имени Клирингового участника с использованием его клиентского счета, и нести самостоятельно (без привлечения Клирингового центра) ответственность перед своими клиентами при возникновении каких-либо вопросов, связанных с совершением сделок в их интересах, в том числе касающихся исполнения и/или прекращения обязательств по ним, а также применения Клиринговым участником положений Правил клиринга и Правил расчетов;</p> <p>8) предоставлять в рамках раскрытия информации перед Клиринговым центром достоверную информацию и документы в объеме, порядке и сроки, предусмотренные Положением о клиринговых участниках, Правилами клиринга, Правилами расчетов и иными внутренними документами Клирингового центра;</p> <p>9) выполнять иные обязательства, предусмотренные Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках, иными внутренними документами Клирингового центра и законодательством Республики Казахстан;</p> <p>10) соблюдать санкционные ограничения при осуществлении операций с участием Клирингового</p>
---	--

<p>10) comply with sanctions restrictions when carrying out transactions involving the Clearing Centre and/or using its infrastructure;</p> <p>11) provide and complete, at the request of the Clearing Centre, the necessary documents in cases stipulated by the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, including within the framework of conducting due diligence on clients, as well as on issues of compliance with sanctions restrictions;</p> <p>12) not to carry out transactions with the participation of the Clearing Centre and/or using its infrastructure, in the event of the application of sanctions restrictions to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial owners;</p> <p>13) immediately inform the Clearing Centre by an official letter sent to the Clearing Centre's e-mail address clearing@kase.kz about the application of sanctions restrictions to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial owners;</p> <p>14) immediately notify the Clearing Centre of any changes or closures to bank accounts, the details of which have been provided to the Clearing Centre for settlements based on clearing results.</p> <p>5.3. The Clearing Centre has the right to:</p> <p>1) collect, process and store information about concluded transactions;</p> <p>2) unilaterally make changes and/or additions to the Clearing Rules, Settlement Rules, Regulation on Clearing Participants, the Contract (including by approving them in a new version) and other documents of the Clearing Centre;</p> <p>3) open clearing and trading-clearing and accounting accounts provided for by the Clearing Rules, the Settlement Rules and the legislation of the Republic of Kazakhstan;</p> <p>4) carry out settlements based on the results of clearing, determine the obligations of the Clearing Participant, including the payment of clearing fees, and also demand the fulfillment of the obligations of the Clearing Participant arising from transactions with financial instruments, in the manner established by the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants, the Regulation on Clearing fees and forfeits and other internal documents of the Clearing Centre;</p> <p>5) interact with the receiving exchange, other organizations and institutions in order to properly fulfill their obligations stipulated by the Contract;</p>	<p>центра и/или с использованием его инфраструктуры;</p> <p>11) предоставлять и заполнять по требованию Клирингового центра необходимые документы в случаях, предусмотренных законодательством Республики Казахстан о противодействии легализации (отмыванию) доходов, полученных преступным путем, и финансированию терроризма, в том числе в рамках проведения надлежащей проверки клиентов, а также по вопросам соблюдения санкционных ограничений;</p> <p>12) не осуществлять операции с участием Клирингового центра и/или с использованием его инфраструктуры, в случае применения к клиринговому участнику и/или его клиенту, а также его участникам/акционерам и бенефициарным собственникам санкционных ограничений;</p> <p>13) незамедлительно информировать Клиринговый центр официальным письмом, отправленным на адрес электронной почты Клирингового центра clearing@kase.kz, о применении к Клиринговому участнику и/или его клиенту, а также его участникам/акционерам и бенефициарным собственникам санкционных ограничений;</p> <p>14) незамедлительно уведомлять Клиринговый центр об изменении или закрытии банковских счетов, реквизиты которых предоставлены в Клиринговый центр для осуществления расчетов по результатам клиринга.</p> <p>5.3. Клиринговый центр вправе:</p> <p>1) собирать, обрабатывать и хранить информацию о заключенных сделках;</p> <p>2) в одностороннем порядке вносить изменения и/или дополнения в Правила клиринга, Правила расчетов, Положение о клиринговых участниках, Договор (в том числе путем их утверждения в новой редакции) и иные документы Клирингового центра;</p> <p>3) открывать клиринговые и торгово-клиринговые и учетные счета, предусмотренные Правилами клиринга, Правилами расчетов и законодательством Республики Казахстан;</p> <p>4) осуществлять расчеты по итогам клиринга, определять обязательства Клирингового участника, в том числе по уплате клиринговых сборов, а также требовать исполнения обязательств Клирингового участника, возникших по сделкам с финансовыми инструментами, в порядке, установленном Правилами клиринга Правилами расчетов, Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках и иными внутренними документами Клирингового центра;</p> <p>5) взаимодействовать с принимающей биржей, иными организациями и учреждениями в целях надлежащего выполнения своих обязательств,</p>
---	---

<p>6) require the Clearing Participant to comply with the terms of the Contract;</p> <p>7) use the Clearing Participant's own assets (held in the accounts of Central Securities Depository JSC and/or the settlement organization servicing the Clearing Participant) under the conditions and in the manner established by the Clearing Rules, the Settlement Rules, and the Regulation on Clearing Participants, to settle a default on a transaction concluded by the Clearing Participant in the interests of its client, using the services of the central counterparty;</p> <p>8) unilaterally refuse to execute the Contract if the Clearing Participant fails to fulfill the obligations stipulated by the Clearing Rules, the Settlement Rules and the legislation of the Republic of Kazakhstan, including in the area of combating the legalization (laundering) of proceeds from crime and the financing of terrorism, by suspending clearing services and/or depriving the status of a Clearing Participant;</p> <p>9) determine the requirements and obligations of the Clearing Participant for all transactions (including obligations arising as a result of concluding transactions with the central counterparty) concluded by the Clearing Centre on behalf of the Clearing Participant within the framework of procedures for settling defaults or within the framework of fulfilling the obligations of the Clearing Participant arising from transactions with financial instruments in accordance with the requirements of the Clearing Rules;</p> <p>10) determine the requirements and obligations of the Clearing Participant within the framework of the fulfillment of the obligations of the Clearing Participant arising from transactions with financial instruments, in accordance with the requirements of the Clearing Rules and the remote access Contract with the receiving exchange;</p> <p>11) make a decision to suspend clearing services for a Clearing Participant on the serviced market for a certain period in cases stipulated by the Regulation on Clearing Participants;</p> <p>12) exercise other rights provided for by the Contract, the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants and the legislation of the Republic of Kazakhstan;</p> <p>13) refuse to execute the Contract unilaterally and out of court in the event of application of sanctions restrictions to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial</p>	<p>предусмотренных Договором;</p> <p>6) требовать от Клирингового участника выполнения условий Договора;</p> <p>7) использовать собственные активы Клирингового участника (находящиеся на счетах АО "Центральный депозитарий ценных бумаг" и/или обслуживающей Клирингового участника расчетной организации) на условиях и в порядке, установленных Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках, для урегулирования дефолта по сделке, заключенной Клиринговым участником в интересах его клиента, с использованием услуг центрального контрагента;</p> <p>8) отказаться от исполнения Договора в одностороннем порядке при невыполнении Клиринговым участником обязательств, предусмотренных Правилами клиринга, Правилами расчетов и законодательством Республики Казахстан, в том числе в области противодействия легализации (отмыванию) доходов, полученных преступным путем, и финансированию терроризма, путем приостановления клирингового обслуживания и/или лишения статуса клирингового участника;</p> <p>9) определять требования и обязательства по Клиринговому участнику по всем сделкам (включая обязательства, возникшие в результате заключения сделок с центральным контрагентом), заключенным Клиринговым центром от имени Клирингового участника в рамках процедур по урегулированию дефолтов или в рамках исполнения обязательств Клирингового участника, возникшим по сделкам с финансовыми инструментами в соответствии с требованиями Правил клиринга;</p> <p>10) определять требования и обязательства по Клиринговому участнику в рамках исполнения обязательств Клирингового участника, возникшим по сделкам с финансовыми инструментами, в соответствии с требованиями Правил клиринга и соглашением об удаленном доступе с принимающей биржей;</p> <p>11) принять решение о приостановлении клирингового обслуживания Клирингового участника на обслуживаемом рынке на определенный срок в случаях, предусмотренных Положением о клиринговых участниках;</p> <p>12) осуществлять иные права, предусмотренные Договором, Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках и законодательством Республики Казахстан;</p> <p>13) отказаться от исполнения Договора в одностороннем внесудебном порядке в случае применения к Клиринговому участнику и/или его клиенту, а также его участникам/акционерам и бенефициарным собственникам санкционных ограничений с уведомлением Клирингового</p>
--	--

<p>owners, with notification of the Clearing Participant about this to its e-mail address;</p> <p>14) suspend clearing and settlement services in whole or in part in the event of the application of sanctions restrictions to the Clearing Participant and/or its client, as well as its participants/shareholders and beneficial owners, with notification of the Clearing Participant to its e-mail address.</p> <p>In the cases specified in subitems 12) and 13) of item 5.2 of the Contract, as well as in subitems 13) and 14) of this item of the Contract, the Clearing Centre has the right to present the Clearing Participant with a claim for compensation for actual damages. For the purposes of this Contract, the Clearing Centre is guided by the following sanctions lists: the United States Department of the Treasury (OFAC), the United Kingdom of Great Britain and Northern Ireland (OFSI) and the European Union (EU Council).</p> <p>5.4. The Clearing Participant has the right to:</p> <ol style="list-style-type: none"> 1) send requests to the Clearing Centre for the provision of reports in accordance with the Clearing Rules and the Settlement Rules; 2) refuse to execute the Contract unilaterally, provided that there are no outstanding obligations under transactions concluded by the Clearing Centre and the requirements stipulated by the Clearing Rules and the Settlement Rules are met; 3) exercise other rights provided for by this Contract, the Clearing Rules, and the legislation of the Republic of Kazakhstan. 	<p>участника об этом на адрес его электронной почты;</p> <p>14) полностью или частично приостановить клиринговое и расчетное обслуживание в случае применения к Клиринговому участнику и/или его клиенту, а также его участникам/акционерам и бенефициарным собственникам санкционных ограничений с уведомлением Клирингового участника об этом на адрес его электронной почты.</p> <p>В случаях, указанных в подпунктах 12) и 13) пункта 5.2 Договора, а также в подпунктах 13) и 14) настоящего пункта Договора, Клиринговый центр вправе предъявить Клиринговому участнику требование о возмещении реального ущерба. Для целей настоящего Договора Клиринговый центр руководствуется следующими санкционными списками: Министерства финансов Соединённых Штатов Америки (OFAC), Соединённого Королевства Великобритании и Северной Ирландии (OFSI) и Европейского союза (EU Council).</p> <p>5.4. Клиринговый участник вправе:</p> <ol style="list-style-type: none"> 1) направлять Клиринговому центру запросы о предоставлении отчетов в соответствии с Правилами клиринга и Правилами расчетов; 2) отказаться от исполнения Договора в одностороннем порядке при условии отсутствия невыполненных обязательств по заключенным Клиринговым центром сделкам и соблюдения требований, предусмотренных Правилами клиринга и Правилами расчетов; 3) осуществлять иные права, предусмотренные настоящим Договором, Правилами клиринга, и законодательством Республики Казахстан.
<p>6. Liability of the Parties</p> <p>6.1. For failure to fulfill and/or improper fulfillment of obligations under the Contract, the Clearing Participant shall bear financial liability in accordance with the legislation of the Republic of Kazakhstan, the Clearing Rules, the Settlement Rules and other internal documents of the Clearing Centre.</p> <p>6.2. The Clearing Centre is liable only for those transactions involving financial instruments concluded by the Clearing Participant for which it acts as the central counterparty. The Clearing Centre's liability is limited in accordance with the legislation of the Republic of Kazakhstan, the Clearing Rules, the Settlement Rules, and other internal documents of the Clearing Centre.</p> <p>6.3. The Clearing Centre shall not be liable for any damages or losses that arise outside the control framework adopted by it, as well as s a result of cases</p>	<p>6. Ответственность Сторон</p> <p>6.1. За неисполнение и/или ненадлежащее исполнение обязательств по Договору Клиринговый участник несет имущественную ответственность в соответствии с законодательством Республики Казахстан, Правилами клиринга, Правилами расчетов и иными внутренними документами Клирингового центра.</p> <p>6.2. Клиринговый центр несет ответственность только по тем сделкам с финансовыми инструментами, заключенным Клиринговым участником, по которым исполняет функции центрального контрагента. При этом ответственность Клирингового центра ограничивается в соответствии с законодательством Республики Казахстан, Правилами клиринга, Правилами расчетов и иными внутренними документами Клирингового центра.</p> <p>6.3. Клиринговый центр не несет ответственность за какие-либо убытки или потери, которые возникли вне принятых им рамок контроля, а также</p>

<p>or events provided for in the Clearing Rules and/or internal documents of the Clearing Centre.</p> <p>6.4. The Clearing Centre shall not be liable to the Clearing Participant for losses, including lost profits, that arose as a result of a technical failure or circumstances that arose as a result of force majeure and unforeseen situations beyond the control of the Clearing Centre.</p> <p>6.5. The Clearing Centre shall not be liable to the Clearing Participant for any damages and/or losses that arise in connection with the unilateral refusal to execute the Contract and the suspension of clearing and settlement services in accordance with the terms of the Contract.</p> <p>6.6. For failure to fulfill or improper fulfillment of the terms of the Contract specified in subitems 12) and 13) of item 5.2 of the Contract, as well as in the cases specified in subitems 13) and 14) of item 5.3 of the Contract, within five business days from the date of presentation by the Clearing Centre of the relevant invoice and sending of the demand to the Clearing Participant, including to its e-mail address, the Clearing Participant is obliged, at the request of the Clearing Centre, to compensate for actual damages, the amount of which will be determined by the Clearing Centre independently.</p> <p>6.7. Payment by a Party of a penalty (fine) stipulated by the Clearing Rules and the Regulation on Clearing Participants does not release that Party from fulfilling its obligations under the Contract.</p>	<p>в результате случаев или событий, предусмотренных Правилами клиринга и/или внутренними документами Клирингового центра-</p> <p>6.4. Клиринговый центр не несет ответственности перед Клиринговым участником за убытки, включая упущенную выгоду, которые возникли в результате технического сбоя или обстоятельств, которые возникли в следствии непреодолимой силы и непредвиденных ситуаций, находящихся вне контроля Клирингового центра.</p> <p>6.5. Клиринговый центр не несет ответственности перед Клиринговым участником за какие-либо убытки и/или потери, которые возникли в связи с односторонним отказом от исполнения Договора и приостановлением клирингового и расчетного обслуживания согласно условиям Договора.</p> <p>6.6. За неисполнение либо ненадлежащее исполнение условий Договора, указанных в подпунктах 12) и 13) пункта 5.2 Договора, а также в случаях, указанных в подпунктах 13) и 14) пункта 5.3 Договора, в течение пяти рабочих дней со дня предъявления Клиринговым центром соответствующего счета и направления требования Клиринговому участнику, в том числе на адрес его электронной почты, Клиринговый участник обязан по требованию Клирингового центра возместить реальный ущерб, размер которого будет определен Клиринговым центром самостоятельно.</p> <p>6.7. Уплата Стороной неустойки (штрафа), предусмотренной Правилами клиринга и Положением о клиринговых участниках, не освобождает данную Сторону от исполнения принятых на себя обязательств по Договору.</p>
<p>7. Force majeure circumstances</p> <p>7.1. Force majeure circumstances shall mean:</p> <p>1) natural disasters, earthquakes, floods, mudflows, fires (arson) and other natural disasters that make it impossible for a Party to fulfill its obligations or that prevent it from fulfilling its obligations and that occur at the location of the head office of the Party referring to the said natural disasters;</p> <p>2) war, military actions of any nature, blockade, terrorist acts, revolutions, civil unrest, strikes, lockouts, which have resulted in the impossibility of fulfilling or preventing the fulfillment by a Party of its obligations and which occur at the location of the head office (main bank, headquarters, etc.) of the Party referring to the events specified in this item;</p> <p>3) embargoes established by state bodies, prohibitions and restrictions established by regulatory legal acts of the Republic of Kazakhstan, including the introduction of a state of emergency on the territory of the Republic of Kazakhstan or its individual parts, acts of authorized state bodies and local executive bodies,</p>	<p>7. Обстоятельства непреодолимой силы</p> <p>7.1. Под обстоятельствами непреодолимой силы понимаются:</p> <p>1) природные катастрофы, землетрясения, наводнения, сели, пожары (поджог) и иные стихийные бедствия, повлекшие невозможность исполнения или препятствующие исполнению Стороной своих обязательств и происходящие в месте нахождения головного офиса Стороны, ссылающейся на указанные стихийные бедствия;</p> <p>2) война, военные действия любого характера, блокада, террористические акты, революции, народные волнения, забастовки, локауты, повлекшие невозможность исполнения или препятствующие исполнению Стороной своих обязательств и происходящие в месте нахождения головного офиса (главного банка, штаб-квартиры и т.д.) Стороны, ссылающейся на указанные в настоящем пункте события;</p> <p>3) эмбарго, установленные государственными органами, запреты и ограничения, установленные нормативными правовыми актами Республики Казахстан, в том числе введение чрезвычайного положения на территории Республики Казахстан или отдельных ее частях, актов уполномоченных</p>

<p>including the declaration of quarantine, lawful blocking or changes in the legislation of the Republic of Kazakhstan, including other states, in addition to the Republic of Kazakhstan, which have resulted in the impossibility of fulfilling or preventing the fulfillment by a Party of its obligations under the Contract and occurring at the location of the head office of the Party referring to the events specified in this paragraph;</p> <p>4) temporary suspension or complete cessation of the functioning of servicing banks, as well as other circumstances, the occurrence of which makes it impossible to fulfill or prevents the fulfillment of obligations by a Party under the Contract and occurring at the location of the head office of the Party referring to the events specified in this item.</p> <p>7.2. The occurrence of a force majeure circumstance from those specified in subitems 1)-3) of item 7.1 of the Contract, and the duration of their validity, as well as their beginning and end, must be confirmed by a document issued by a competent organization, with the exception of generally known facts</p> <p>7.3. The Clearing Participant is obliged to immediately notify the Clearing Centre of the occurrence of a force majeure circumstance, the expected duration of its effect and its termination.</p> <p>The Parties are exempt from liability for any partial or complete failure to fulfill their obligations under the Contract resulting from force majeure circumstances, for the duration of such circumstances. If the duration of the force majeure circumstances exceeds 30 calendar days, the Parties have the right to terminate the Contract by notifying the other Party at least 10 calendar days prior to the Contract's planned termination date.</p>	<p>государственных органов и местных исполнительных органов, в том числе объявления карантина, правомерные блокировки или изменение законодательства Республики Казахстан, в том числе других, помимо Республики Казахстан, государств, повлекшие невозможность исполнения или препятствующие исполнению Стороной своих обязательств по Договору и происходящие в месте нахождения головного офиса Стороны, ссылающейся на указанные в настоящем пункте события;</p> <p>4) временное приостановление или полное прекращение функционирования обслуживающих банков, а также иные обстоятельства, возникновение которых влечет невозможность исполнения или препятствует исполнению обязательств Стороной по Договору и происходящие в месте нахождения головного офиса Стороны, ссылающейся на указанные в настоящем пункте события.</p> <p>7.2. Факт наступления обстоятельства непреодолимой силы из тех, которые указаны в подпунктах 1)-3) пункта 7.1. Договора, и длительность их действия, а также их начало и окончание должны быть подтверждены документом, выданным компетентной организацией, за исключением общеизвестных фактов</p> <p>7.3. Клиринговый участник обязан незамедлительно известить Клиринговый центр о наступлении обстоятельства непреодолимой силы, предполагаемом сроке его действия и его прекращении.</p> <p>Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по Договору, которое явилось следствием возникновения обстоятельств непреодолимой силы, на время действия таковых обстоятельств. Если длительность действия обстоятельств непреодолимой силы составит более 30 календарных дней, Стороны вправе расторгнуть Договор, уведомив об этом другую Сторону не менее, чем за 10 календарных дней до планируемой даты расторжения Договора.</p>
<p>8. Confidential information</p> <p>8.1. By submitting to the Clearing Centre an Application for accession to the Contract, the Clearing Participant thereby gives it its irrevocable and unconditional consent for the Clearing Centre to disclose to the audit organization of the Clearing Centre, as well as to other persons in accordance with the requirements of the legislation of the Republic of Kazakhstan and its internal documents, information about the Clearing Participant, including in relation to the client of the Clearing Participant, including commercial secrets, personal data, as well as other information and data protected by the legislation of the</p>	<p>8. Конфиденциальная информация</p> <p>8.1. Предоставляя Клиринговому центру Заявление о присоединении к Договору, Клиринговый участник тем самым дает ему свое безотзывное и безусловное согласие на раскрытие Клиринговым центром аудиторской организации Клирингового центра, а также иным лицам в соответствии с требованиями законодательства Республики Казахстан и его внутренних документов информации о Клиринговом участнике, в том числе в отношении клиента Клирингового участника, включая коммерческую тайну, персональные данные, а также иные сведения и информацию, охраняемые</p>

<p>Republic of Kazakhstan (hereinafter – Confidential Information).</p> <p>8.2. The Clearing Participant confirms and warrants that:</p> <p>1) in connection with the said consent, it does not have and will not have any claims against the Clearing Centre, including claims regarding the violation of intellectual property rights, as well as property claims, both at the time of joining the Contract and in the future, and also agrees that the Clearing Centre shall not be liable to him for the disclosure of Confidential information to the audit organization of the Clearing Centre, as well as to other persons in accordance with the requirements of the legislation of the Republic of Kazakhstan and the internal documents of the Clearing Centre;</p> <p>2) the confidential information of the Clearing Participant does not in any way violate and/or infringe upon the intellectual property rights of third parties, including employees of the Clearing Participant.</p> <p>8.3. By submitting to the Clearing Centre an Application for accession to the Contract, as well as written consent to receive confidential information in the form according to Appendix 11 to the Regulation on Clearing Participants, the Clearing Participant thereby gives it its irrevocable and unconditional consent for the Clearing Centre to receive Confidential information about the Clearing Participant, including its client, necessary and sufficient for the implementation of clearing, settlements and the performance of the functions of the central counterparty from the organizer of trading and the settlement organization, including, but not limited to, information on orders submitted to trading systems, concluded transactions, balances and movements in the personal accounts of the Clearing Participant.</p>	<p>законодательством Республики Казахстан (далее – Конфиденциальная информация).</p> <p>8.2. Клиринговый участник подтверждает и гарантирует, что:</p> <p>1) в связи с указанным согласием он не имеет и не будет иметь к Клиринговому центру претензий, в том числе о нарушении прав на интеллектуальную собственность, а также имущественных претензий, как на момент присоединения к Договору, так и в будущем, а также соглашается с тем, что Клиринговый центр не несет перед ним ответственность за раскрытие Конфиденциальной информации аудиторской организации Клирингового центра, а также иным лицам в соответствии с требованиями законодательства Республики Казахстан и внутренних документов Клирингового центра;</p> <p>2) конфиденциальная информация Клирингового участника никоим образом не нарушает и/или не ущемляет прав на интеллектуальную собственность третьих лиц, включая работников Клирингового участника.</p> <p>8.3. Предоставляя Клиринговому центру Заявление о присоединении к Договору, а также письменное согласие на получение конфиденциальной информации по форме согласно приложению 11 к Положению о клиринговых участниках, Клиринговый участник, тем самым, дает ему свое безотзывное и безусловное согласие на получение Клиринговым центром Конфиденциальной информации о Клиринговом участнике, в том числе его клиенте, необходимой и достаточной для осуществления клиринга, расчетов и выполнения функций центрального контрагента от организатора торгов и расчетной организации включая, но не ограничиваясь информацией о заявках, поданных в торговые системы, заключенных сделках, остатках и движению на лицевых счетах Клирингового участника.</p>
<p>9. Notifications</p> <p>9.1. All notifications and other communications stipulated by the Contract must be made in writing and delivered to the address of the location of the other Party or to the e-mail address of the Clearing Centre clearing@kase.kz and by e-mail of the Clearing Participant, the address of which is specified in the Application for accession to the Contract, with subsequent delivery of the original of this notice or message to the address of the location of the other Party within three business days from the date of its sending by e-mail.</p> <p>9.2. Any notification or other communication delivered in writing to the address of the other Party's location or by e-mail shall be deemed to have been duly transmitted, sent, received or delivered in all cases on</p>	<p>9. Уведомления</p> <p>9.1. Все уведомления и иные сообщения, предусмотренные Договором, должны быть составлены в письменном виде и доставлены по адресу места нахождения другой Стороны или по адресу электронной почты Клирингового центра clearing@kase.kz и по электронной почте Клирингового участника, адрес которого указан в Заявлении о присоединении к Договору, с последующей доставкой оригинала этого уведомления или сообщения по адресу места нахождения другой Стороны в течение трех рабочих дней со дня его направления по электронной почте.</p> <p>9.2. Любое уведомление или иное сообщение, доставленное в письменном виде по адресу места нахождения другой Стороны или по электронной почте, считается должным образом переданным,</p>

<p>the first business day from the date of its delivery to the addressee.</p> <p>9.3. Delivery of a notification or other communication in writing must be confirmed by a receipt of such delivery and the signature of the messenger, and delivery by e-mail must be confirmed by confirmation of sending.</p>	<p>отправленным, полученным или доставленным во всех случаях в первый рабочий день со дня его доставки адресату.</p> <p>9.3. Доставка уведомления или иного сообщения в письменном виде должна быть подтверждена квитанцией о такой доставке и подписью посыльного, а доставка по электронной почте – подтверждением об отправке.</p>
<p>10. Anti-corruption conditions and personal data</p> <p>10.1. In fulfilling their obligations under the Contract, the Parties and/or their employees shall not pay, offer to pay, or permit the payment of money or other valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of such persons with the aim of obtaining any undue advantage or other illegitimate purposes.</p> <p>10.2. When fulfilling their obligations under the Contract, the Parties and/or their employees shall not carry out actions that are qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Contract as giving/receiving a bribe, commercial bribery, or actions that violate the requirements of the legislation of the Republic of Kazakhstan on combating corruption.</p> <p>10.3. Each Party shall refrain from providing incentives in any way to employees of the other Party, including by providing money, gifts, free performance of work (services) for them, and other methods not specified in this item that place the employee in a certain dependence and are aimed at ensuring that this employee performs any actions in favor of the Party providing the incentive.</p> <p>10.4. If a Party suspects that a violation of any anti-corruption provisions has occurred or is likely to occur, the relevant Party undertakes to notify the other Party in writing within 5 business days. Following written notification, the relevant Party has the right to suspend performance of its obligations under the Contract until confirmation is received that no violation has occurred or will occur. This confirmation must be sent within 5 business days from the date of written notification.</p> <p>10.5. By signing the Contract, each Party guarantees that it has the necessary, duly executed consents from individuals (its employees/authorized persons) for the collection and processing by the other Party of their personal data transferred to the other Party, in accordance with the provisions of the legislation of the Republic of Kazakhstan. Moreover, each Party undertakes to ensure the confidentiality and security of the personal data of the employees/authorized</p>	<p>10. Антиторрупционные условия и персональные данные</p> <p>10.1. При исполнении своих обязательств по Договору Стороны и/или их работники не выплачивают, не предлагают выплатить и не разрешают выплату денег или иных ценностей, прямо или косвенно, любым лицам, для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>10.2. При исполнении своих обязательств по Договору Стороны и/или их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством Республики Казахстан, как дача/получение взятки, коммерческий подкуп, а также действия, нарушающие требования законодательства Республики Казахстан о противодействии коррупции.</p> <p>10.3. Каждая из Сторон отказывается от стимулирования каким-либо образом работников другой Стороны, в том числе путем предоставления денег, подарков, безвозмездного выполнения в их адрес работ (услуг) и другими, не поименованными в настоящем пункте способами, ставящего работника в определенную зависимость, и направленного на обеспечение выполнения этим работником каких-либо действий в пользу стимулирующей его Стороны.</p> <p>10.4. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо антиторрупционных условий, соответствующая Сторона в течение 5 рабочих дней обязуется уведомить другую Сторону в письменной форме. После письменного уведомления соответствующая Сторона имеет право приостановить исполнение обязательств по Договору до получения подтверждения, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 5 рабочих дней с даты направления письменного уведомления.</p> <p>10.5. Подписанием Договора каждая из Сторон гарантирует, что обладает необходимыми надлежаще оформленными согласиями физических лиц (своих работников/уполномоченных лиц) на сбор и обработку другой Стороной их персональных данных, передаваемых другой Стороне, согласно положениям законодательства Республики Казахстан. При этом каждая Сторона обязуется</p>

<p>persons of the other Party, received from them or from the Party itself, and the security of such data during processing for the purposes of and in connection with the execution of the Contract in accordance with the requirements of the legislation of the Republic of Kazakhstan on personal data protection. Also, the Party has no right to use the personal data of employees/authorized persons of the other Party, received from them or from the said Party, for purposes not related to the fulfillment of its obligations under the Contract, and in any way transfer the personal data of employees/authorized persons of the other Party received under the Contract to any third parties for purposes not related to the fulfillment of its obligations under the Contract, undertakes to store this personal data no longer than required for the purposes of their processing, and to destroy them upon achieving the purposes of processing or in the event of loss of need for their achievement, taking into account the requirements of the legislation of the Republic of Kazakhstan, to comply with other requirements of the legislation of the Republic of Kazakhstan on the protection of personal data within the framework of the execution of the Contract.</p>	<p>обеспечить конфиденциальность и безопасность персональных данных работников/уполномоченных лиц другой Стороны, поступающих к ней от них либо от самой Стороны, и безопасность при их обработке для целей и в связи с исполнением Договора в соответствии с требованиями законодательства Республики Казахстан по вопросам защиты персональных данных. Также Сторона не имеет права использовать персональные данные работников/уполномоченных лиц другой Стороны, полученные от них или от указанной Стороны, в целях, не связанных с исполнением своих обязательств по Договору, и каким-либо образом передавать полученные по Договору персональные данные работников/уполномоченных лиц другой Стороны любым третьим лицам в целях, не связанных с исполнением своих обязательств по Договору, обязуется хранить эти персональные данные не дольше, чем этого требуют цели их обработки, и уничтожать их по достижении целей обработки или в случае утраты необходимости в их достижении, с учетом требований законодательства Республики Казахстан, выполнять иные требования законодательства Республики Казахстан о защите персональных данных в рамках исполнения Договора.</p>
<p>11. Dispute resolution procedure</p> <p>11.1. Disputes and disagreements between the Clearing Centre and the Clearing Participant arising in connection with the provision by the Clearing Centre of clearing services in relation to transactions with financial instruments, as well as in connection with the determination and fulfillment of the obligations of the Clearing Participants and in connection with the conclusion of the Contract, shall be resolved through negotiations.</p> <p>11.2. If the Parties fail to reach the Contract, they shall resolve disagreements and disputes in accordance with the requirements of the Regulation on Clearing Participants.</p>	<p>11. Порядок разрешения споров</p> <p>11.1. Споры и разногласия между Клиринговым центром и Клиринговым участником, возникающие в связи с осуществлением Клиринговым центром клирингового обслуживания в отношении сделок с финансовыми инструментами, а также в связи с определением и исполнением обязательств Клиринговых участников и в связи с заключением Договора, подлежат разрешению путем переговоров.</p> <p>11.2. В случае если Стороны не достигнут соглашения, они разрешают разногласия и споры в соответствии с требованиями Положения о клиринговых участниках.</p>
<p>12. Validity and termination of the Contract</p> <p>12.1. The Contract shall enter into force on the date of entry into force of the Clearing Centre's decision to assign the Clearing Participant the status of a Clearing Participant, and shall be valid for an indefinite period.</p> <p>12.2. The Contract may be terminated on the following grounds:</p> <p>1) from the date of the Clearing Centre's decision to strip the Clearing Participant of its status as a Clearing Participant;</p> <p>2) after one month (30 calendar days) from the date of receipt by the Clearing Centre of notification from the Clearing Participant of a unilateral refusal to execute the Contract, and provided that the Clearing Participant has no outstanding obligations under</p>	<p>12. Действие и расторжение Договора</p> <p>12.1. Договор вступает в силу с даты введения в действие решения Клирингового центра о присвоении Клиринговому участнику статуса клирингового участника, и действует неопределенное время.</p> <p>12.2. Договор может быть прекращен по следующим основаниям:</p> <p>1) с даты принятия Клиринговым центром решения о лишении Клирингового участника статуса клирингового участника;</p> <p>2) по истечении одного месяца (30 календарных дней) с даты получения Клиринговым центром уведомления от Клирингового участника об одностороннем отказе от исполнения Договора, и при условии отсутствия неисполненных Клиринговым участником обязательств по</p>

<p>concluded transactions and the requirements stipulated by the Clearing Rules are met;</p> <p>3) upon expiration of 10 calendar days from the date of receipt by one of the Parties of notification from the other Party of termination of the Contract in accordance with Section 7 of the Contract;</p> <p>4) on other grounds provided for by the Contract and (or) the legislation of the Republic of Kazakhstan and internal documents of the Clearing Centre.</p> <p>12.3. Termination of the Contract does not release the Parties from the performance of obligations that arose prior to termination of the Contract.</p> <p>12.4. The Contract and the obligations of the Parties shall be considered terminated only if the Parties have fulfilled their obligations under the Contract in full.</p>	<p>заклученным сделкам, и соблюдения требований, предусмотренных Правилами клиринга;</p> <p>3) по истечении 10 календарных дней с даты получения одной из Сторон уведомления от другой Стороны о расторжении Договора в соответствии с разделом 7 Договора;</p> <p>4) по иным основаниям, предусмотренным Договором и (или) законодательством Республики Казахстан и внутренними документами Клирингового центра.</p> <p>12.3. Расторжение Договора не освобождает Стороны от исполнения обязательств, возникших до расторжения Договора.</p> <p>12.4. Договор и обязательства Сторон считается прекращенными только в случае исполнения Сторонами обязательств по Договору в полном объеме.</p>
<p>13. Final Provisions</p> <p>13.1. The Clearing Centre has the right to amend the Contract or approve a new version by posting such amendments/new version of the Contract on the Clearing Centre's Internet resource.</p> <p>By signing the Application for Accession to the Contract, the Clearing Participant gives its consent to accede to the amendments to the Contract, or to the presentation of the Contract in a new version as a whole, and agrees that the Clearing Participant independently monitors changes to the version of the Contract, including appendices thereto, by viewing the official website of the Clearing Centre.</p> <p>In case of disagreement with the amendments made to the Contract, the Clearing Participant has the right to terminate the Contract by submitting a written statement of termination of the Contract to the Clearing Centre.</p> <p>13.2. The rights and obligations of the Clearing Participant may not be transferred to third parties.</p> <p>13.3. The Contract has been developed in accordance with the legislation of the Republic of Kazakhstan and the internal documents of the Clearing Centre.</p> <p>13.4. The Clearing Participant confirms that it has read the Clearing Rules, the Settlement Rules, the Regulation on Clearing Participants and other internal documents of the Clearing Centre posted on the Clearing Centre's website, and understands the meaning of their provisions, conditions and requirements, and unconditionally agrees with their provisions, conditions and requirements.</p> <p>13.5. The Clearing Participant confirms that it has read and agrees with the right of the Clearing Centre to carry out settlements based on the results of clearing, to determine the obligations of the Clearing Participant, including the payment of clearing fees in favor of the Clearing Centre, in the manner established by the Clearing Rules, the Settlement</p>	<p>13. Заключительные положения</p> <p>13.1. Клиринговый центр вправе вносить изменения в Договор или утверждать в новой редакции путем размещения таких изменений / новой редакции Договора на интернет-ресурсе Клирингового центра.</p> <p>Подписанием Заявления о присоединении к Договору Клиринговый участник дает свое согласие на присоединение к изменениям в Договор, или изложение Договора в новой редакции в целом, и согласен с тем, что Клиринговый участник самостоятельно отслеживает изменение редакции Договора, включая приложения к нему, посредством просмотра интернет-ресурса Клирингового центра.</p> <p>В случае несогласия с внесенными изменениями в Договор Клиринговый участник вправе расторгнуть Договор путем подачи Клиринговому центру письменного заявления о расторжении Договора.</p> <p>13.2. Права и обязанности Клирингового участника не могут быть переданы третьим лицам.</p> <p>13.3. Договор разработан в соответствии с законодательством Республики Казахстан и внутренними документами Клирингового центра.</p> <p>13.4. Клиринговый участник подтверждает, что он ознакомлен с Правилами клиринга, Правилами расчетов, Положением о клиринговых участниках и иными внутренними документами Клирингового центра, размещенными на интернет-ресурсе Клирингового центра, и понимает значение их положений, условий и требований, а также безусловно соглашается с их положениями, условиями и требованиями.</p> <p>13.5. Клиринговый участник подтверждает, что ознакомлен и согласен с правом Клирингового центра осуществлять расчеты по итогам клиринга, определять обязательства Клирингового участника, в том числе по уплате клиринговых сборов в пользу Клирингового центра, в порядке, установленном Правилами клиринга, Правилами</p>

<p>Rules, the Regulation on Clearing Participants, the Regulation on Clearing fees and forfeits and other internal documents of the Clearing Centre.</p> <p>13.6. If one of the parts of the Contract is recognized as invalid in accordance with the procedure established by the legislation of the Republic of Kazakhstan, this fact does not automatically entail the invalidation of the entire Contract as a whole and/or its individual parts.</p> <p>13.7. The Contract is drawn up in the state and Russian languages.</p> <p>13.8. Other issues not regulated by the provisions of the Contract shall be resolved in accordance with the legislation of the Republic of Kazakhstan.</p>	<p>расчетов, Положением о клиринговых участниках, Положением о клиринговых сборах и неустойках и иными внутренними документами Клирингового центра.</p> <p>13.6. В случае если одна из частей Договора будет в установленном законодательством Республики Казахстан порядке признана недействительной, то данный факт не влечет автоматического признания недействительными всего Договора в целом и/или отдельных его частей.</p> <p>13.7. Договор составлен на государственном и русском языках.</p> <p>13.8. Иные вопросы, не урегулированные положениями Договора, разрешаются в соответствии с законодательством Республики Казахстан.</p>
---	---

Appendix 6
to the Regulation
on Clearing Participants

[on company letterhead, indicating the outgoing number and date of application]

KASE Clearing Centre JSC

APPLICATION

for assignment of an additional category / change of the category of a clearing participant

Clearing participant **[full name of the clearing participant in accordance with its state registration certificate (last state re-registration)]** asks KASE Clearing Centre JSC to assign the following category [mark]/change the category to the following category [mark]:

- "foreign exchange"
 - "with partial collateral"
 - "with full coverage"

- "derivatives"
 - "with partial collateral"
 - "with full coverage"

- "stock"
 - "with partial collateral"
 - "with full coverage"

Market [mark]:

- KASE Stock Exchange
- Trading environment (NtPro and other over-the-counter systems)
- Electronic trading system (Tabadul platform)

[Position of the CEO]

[signature]

[last name, initials]

Appendix 7

to the Regulation on Clearing Participants

**Amount of guarantee contributions
to clearing funds of the served markets**

Item No.	Clearing participants	Amount of guarantee deposits		
		Stock market	Foreign exchange market	Derivatives market
1	A bank is an organization that carries out certain types of banking operations.	30,000,000 tenge	25,000,000 tenge	3,000,000 tenge
2	Broker/or dealer, except for those specified in paragraph 1 of this table	7,500,000 tenge	1,000,000 tenge	

Appendix 8

to the Regulation on Clearing Participants

MAP
of self-assessment of the risk management system

* In this map, the Organization is understood to mean a candidate for clearing participant

1. Has the authorized body of the state of which the Organization is a legal entity signed a memorandum of understanding on matters of consultation, cooperation and exchange of information with IOSCO?
Answer "yes" or "no"
2. Does the Organization have a risk management system ?
Answer "yes" or "no".
3. Does the Organization have internal policies and procedures for managing aggregate and individual risks?
Answer "yes" or "no." If "yes," please list these policies and procedures.
4. Do the Organization's internal policies and procedures for risk management extend to its foreign subsidiaries, dependent joint-stock companies, branches, and representative offices (if any)?
Answer "yes" or "no." If "no," please indicate the names and locations of any organizations, companies, branches, or representative offices to which these policies and procedures do not apply.
5. Has the Organization defined responsibility for risk control?
Answer "yes" or "no"
6. Does the Organization have a clear organizational structure of the risk management system (centralized or decentralized depending on the volume of operations, allocation of the internal risk control function, participation of operating units in risk assessment, separation of responsibility for measuring, monitoring and controlling risks from the conduct of those operations (core business) in which the risk arises, independent reporting line to senior management on the status of risks)?
Answer "yes" or "no". If "yes", please indicate how the structure is constructed.
7. Does the Organization have a system for distributing authority in risk management, a mechanism for making collective decisions in the event of overlapping areas of responsibility or the need for special control over operations?
Answer "yes" or "no"
8. Is the effectiveness of the Organization's internal risk management policies and procedures assessed by its internal audit function and the "external" audit organization?

Regulation on clearing participants

Answer "yes" or "no." If "yes," please provide the date and results of the most recent internal and external audit.

9. Does the Organization have mechanisms to ensure internal accounting controls and risk management?

Answer "yes" or "no"

10. Does the Organization have procedures for assessing customer risks?

Answer "yes" or "no"

11. Does the Organization comply with risk limits established in relation to aggregated risks, individual types of risks, individual structural divisions, and individual persons conducting transactions?

Answer "yes" or "no"

12. Does the Organization apply risk mitigation methods (hedging, insurance, guarantees, access restrictions, creation of reserve capacities)?

Answer "yes" or "no". If "yes", please specify which ones.

13. Does the Organization employ risk information and reporting systems, including those against limits, and continuously monitor and internally control risks in all aspects and concentrations that are material to the broker-dealer?

Answer "yes" or "no". If "yes", please specify which ones.

14. Does the Organization comply with the procedure for making decisions on risk management, including the issuance of temporary mandatory orders by the internal control function?

Answer "yes" or "no"

15. Does the Organization continuously evaluate the effectiveness of the risk management system (the correctness of the accepted risk levels, the adequacy of limits, the suitability of risk measurement methods, the adequacy of policies and procedures (in terms of changes in market conditions, personnel, technology))?

Answer "yes" or "no". If "yes", please specify which one.

16. Does the Organization conduct a review of the effectiveness of the risk control mechanism once established by management?

Answer "yes" or "no"

17. Does the Organization have contingency plans, including those for situations where different types of risks overlap (management coordination procedures, maintaining adequate information, clear separation of duties, provision for operations in special cases, recovery mechanisms, and emergency sources for maintaining operational capacity)?

Answer "yes" or "no". If "yes", please specify which ones.

Regulation on clearing participants

18. Does the Organization apply risk assessment methods, including risk sensitivity analysis, scenario analysis, stress testing and back testing (worst-case scenarios associated with risk occurrences)?

Answer "yes" or "no". If "yes", please specify which ones.

19. Does the Organization have mechanisms in place to verify compliance with risk controls once they have been established?

Answer "yes" or "no"

[Position of the CEO]

[signature]

[last name, initials]

Date: " __ " _____ 20 __.

Appendix 9

to the Regulation
on Clearing Participants

LIST

of documents to be submitted to the Clearing Centre by its clearing participants – legal entities of the Republic of Kazakhstan

**Table 1. Periodic reporting to be submitted annually
no later than June 30 of the year following the reporting year**

Item No.	Document Title	Notes
A	1	2
1.	The annual financial statements of the Clearing Participant for the last completed financial year (if there is a subsidiary (subsidiaries) – consolidated financial statements and separate financial statements of the Clearing Participant), confirmed by an auditor's report	The specified financial statements must be prepared in accordance with international financial reporting standards and the legislation of the Republic of Kazakhstan on accounting and financial reporting and must be provided in electronic form in .pdf format and must be a scanned copy of the paper version of these statements.

**Table 2. Periodic reporting, submitted quarterly
no later than the 10th business day of the month following the reporting quarter (does not apply to clearing participants that are banks)**

Item No.	Document Title	Notes
A	1	2
1.	Interim financial statements of the Clearing Participant for the reporting quarter (if there is a subsidiary (subsidiaries) – consolidated financial statements and separate financial statements of the Clearing Participant)	The specified financial statements must be prepared in accordance with the forms established by the Authorized Body and must consist of statements of financial position and comprehensive income and must be provided in electronic form in .xls (.xlsx) format.
2.	Report on compliance with prudential standards as of the first day of the first month following the reporting quarter	The specified information must be compiled in accordance with the requirements of the Authorized Body and provided in electronic form in .xls (.xlsx) format.

Regulation on clearing participants

**Table 3. Periodic reporting, submitted monthly
no later than the 10th business day of the month following the reporting month, of the Clearing Participant of the "foreign exchange" category, which
are banks**

Item No.	Document Title	Notes
A	1	2
1.	Report on balances on balance sheet and off-balance sheet accounts as of the first day of the month following the reporting month	The said report must be prepared in the form and in accordance with the requirements of the Authorized Body and submitted in electronic form in .xls (.xlsx) format.
2.	Report on compliance with prudential standards as of the first day of the month following the reporting month	The said report must be prepared in the form and in accordance with the requirements of the Authorized Body and submitted in electronic form in .xls (.xlsx) format.
3.	Report on the liquidity coverage ratio as of the first day of the month following the reporting month	The said report must be prepared in the form and in accordance with the requirements of the Authorized Body and submitted in electronic form in .xls (.xlsx) format.
4.	Report on the breakdown of the net stable funding ratio as of the first day of the month following the reporting month	The said report must be prepared in the form and in accordance with the requirements of the Authorized Body and submitted in electronic form in .xls (.xlsx) format.

**Table 4. Documents and information provided within the time limits
established by this appendix**

Item No.	Document Title	Terms of provision	Notes
A	1	2	3
1.	Information on the Clearing Participant's violation of prudential standards and other norms and limits established by the authorized body	Within one working day from the date of occurrence of the violation	The specified information is provided in the form of an official letter specifying the violated standard (norm, limit), the date of the violation, and the measures taken to correct it. The letter must be submitted electronically in.pdf format and be a scanned copy of the paper version.
2.	Updated clearing participant questionnaire on internal control issues related to ensuring compliance with the international economic sanctions regime	Within three working days from the date of receipt by the Clearing Participant of information and/or documents confirming the change of information in the previously	

Regulation on clearing participants

Item No.	Document Title	Terms of provision	Notes
A	1	2	3
		submitted questionnaire	
3.	Information on changes (changes, including election) in the composition of the executive body of the Clearing Participant, as well as in the composition of the management body, indicating the composition of the relevant body of the Clearing Participant	<p>Within three working days following the date of the relevant decision.</p> <p>If the Clearing Participant is a legal entity, 50 percent or more of the total number of issued shares or of the paid-up authorized capital of which belongs to the state, the National Bank of the Republic of Kazakhstan, a national holding or a national management holding, the information specified in the first paragraph of this item shall be provided to the Clearing Centre as it is prepared, but no later than 10 working days after the date of adoption of the relevant decision.</p>	In. pdf format.
4.	Information on changes in the legal and/or actual location of a clearing participant	No later than five working days after the date of change	In. pdf format.
6.	Information on the affiliates of the Clearing Participant as of the first day of the month following the last expired calendar quarter	Quarterly, but no later than the last calendar day of the first month following the last expired calendar quarter	The information must be provided to the Clearing Centre in the form established by the Authorized Body for joint-stock companies for the purpose of posting lists of their affiliates on the official website of the financial reporting depository)

Regulation on clearing participants

Table 5. Documents and information to be provided by clearing participants within 10 working days after the date of occurrence of the event.

Item No.	Document title/information	Date of occurrence	Notes
A	1	3	3
1.	A document confirming state registration (re-registration) of a clearing participant	Date of receipt by the Clearing Participant of the certificate (reference) of state re-registration	In. pdf format. In accordance with applicable law. It is also provided in the form of the original (original) or a notarized copy. In the case of providing an electronic document, notarization is not required if it is possible to verify the authenticity of the document through the official website of the body that issued this electronic document.
5.	Information about the court decision on the forced liquidation or reorganization of a clearing participant, as well as on the forced liquidation or reorganization of its subsidiaries and dependent organizations	Date of entry into force of the relevant court decision	In. pdf format.
6.	Information on decisions taken by the general meeting of shareholders or the sole shareholder of a clearing participant	Date of the decision made by the general meeting of shareholders (partners) or by the sole shareholder (partner)	In. pdf format.
9.	Information on the composition of shareholders of a clearing participant, and/or on changes in the composition of shareholders owning 10 or more percent of the voting shares (stakes) of a clearing participant	The date of receipt by the issuer of documents confirming the registration of changes in the system of registers of securities holders or the system of accounting of nominal holding or the National Register of Business Identification Numbers	In. pdf format.

Regulation on clearing participants

Item No.	Document title/information	Date of occurrence	Notes
A	1	3	3
10.	<p>Information on the decision of the board of directors of the Clearing Participant or the relevant body of the Clearing Participant:</p> <ul style="list-style-type: none"> – convening of annual and extraordinary general meetings of shareholders; – on the placement (sale) of shares, including the number of shares being placed (sold) within the number of declared shares, the method and price of their placement (sale); – on the repurchase by a clearing participant of issued shares, if the number of shares to be repurchased exceeds one percent of the total number of shares issued, and the price of their repurchase; – on the issue of bonds and derivative securities 	<p>The date of the decision taken by the board of directors of the Clearing Participant or the relevant body of the Clearing Participant authorized to make the decision.</p>	<p>In. pdf format.</p>
11.	<p>Information on the occurrence of circumstances of an extraordinary nature, as a result of which the property of a clearing participant was destroyed, the book value of which amounted to 10 percent or more of the total assets of the Clearing Participant</p>	<p>Date of occurrence of circumstances of an extraordinary nature</p>	<p>In. pdf format.</p>

Regulation on clearing participants

Table 6. Documents and information to be provided by clearing participants within three business days after the date of occurrence of the event

Item No.	Document Title	Date of origin	Notes
A	1	2	3
2.	Information on the receipt by a clearing participant of a permit (license) to carry out any type of activity, suspension or termination of previously received permits (licenses) by a clearing participant to carry out any type of activity (actions), with attached copies of the relevant documents (permits, licenses, etc.)	The date of receipt by the Clearing Participant of the relevant documents confirming the receipt by the listed company of a permit (license) to carry out any types of activities (actions), suspension or termination of the permits (licenses) previously received by the Clearing Participant to carry out any types of activities (actions)	In. pdf format. A license to carry out brokerage and dealer activities in the securities market and to conduct banking operations in foreign and national currencies is also provided in the form of a notarized copy.
3.	Information on the execution by a clearing participant of major transactions and/or transactions that simultaneously meet the following conditions: they are transactions in the execution of which the Clearing Participant has an interest and are related to the acquisition or alienation of property, the value of which is 10 percent or more of the total book value of the Clearing Participant's assets on the date of the decision by its authorized body to conclude such transactions	The date of conclusion of the contract or additional agreement to the contract and/or receipt by the Clearing Participant of documents confirming state or other registration of the transaction in the event that mandatory state or other registration is required for the conclusion of a major transaction and/or an interested-party transaction.	In. pdf format. Information about a transaction resulting in the acquisition or disposal of property worth 10 percent or more of the total book value of the Clearing Participant's assets must include information about the parties to the transaction, the acquired or disposed of assets, the terms and conditions of the transaction, the nature and extent of the participating interests of the parties involved, and, if any, other information about the transaction.
5.	Information on the seizure of property (removal of property from seizure) of a clearing participant, the value of which is 10 percent or more of the total book value of the Clearing Participant's assets	Date of receipt by the Clearing Participant of the decision to seize the property (remove the property from seizure) of the Clearing Participant	In. pdf format.
6.	Information on the initiation of a corporate dispute case in court	Within three working days from the date of receipt by the Clearing Participant of the relevant court notice (summons) in a civil case on a corporate dispute	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Date of origin	Notes
A	1	2	3
7.	Information on the transfer of collateral (re-pledging) of the property of a clearing participant in an amount equal to 10 percent or more of the total book value of the Clearing Participant, as well as the removal of pledge (re-pledging) from the property of a clearing participant in an amount equal to 10 percent or more of the total book value of the assets of this clearing participant	<p>Date of receipt by the Clearing Participant documents confirming the registration of the pledge (re-pledge) contract – in relation to property, the pledge of which is subject to registration in accordance with the legislative acts of the Republic of Kazakhstan.</p> <p>The date of conclusion of the contract on the pledge (re-pledging) of the property of the Clearing Participant – in relation to property, the pledge of which is not subject to registration in accordance with the legislative acts of the Republic of Kazakhstan.</p> <p>Date of receipt by the Clearing Participant documents confirming the removal of the pledge (re-pledging) of the property of the Clearing Participant.</p>	In. pdf format.
8.	Information on receipt by a clearing participant a loan in an amount equal to 25 percent or more of the total book value of the Clearing Participant's assets, as well as the full repayment of the principal debt and accrued interest on this loan	<p>Date of conclusion by the Clearing Participant loan or credit line contract or full repayment by a clearing participant of the principal amount and accrued interest on a particular loan or line of credit.</p> <p>When the total amount of received and outstanding loans, taking into account accrued interest within one credit line, reaches 25 percent or more of the total book value of the Clearing Participant's assets.</p>	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Date of origin	Notes
A	1	2	3
11.	Information on other events affecting the interests of shareholders of a clearing participant and/or investors, in accordance with the charter of the Clearing Participant, as well as the issue prospectus of its securities	<p>The date of occurrence of other events affecting the interests of shareholders of the Clearing Participant and/or investors, in accordance with the charter and the issue prospectus of its securities, unless the law "On Joint-Stock Companies" and the law "On the Securities Market" provide for other deadlines for communicating information to securities holders.</p> <p>The date of failure of a clearing participant to comply with the conditions stipulated in the issue prospectus of corporate bonds.</p>	In. pdf format.
12.	Information on changes by the clearing participant of its main types of activities	Date of receipt of the charter and (or) amendments to the charter registered with the authorized body	In. pdf format.
13.	Information on the decision taken by the general meeting of shareholders (the sole shareholder) or the board of directors of the Clearing Participant on the conclusion of major transactions and (or) transactions that simultaneously meet the following conditions: they are transactions in which the issuer has an interest and are related to the acquisition or alienation of property, the value of which is 10 percent or more of the total book value of the issuer's assets on the date of the decision by the issuer's authorized body to conclude such transactions	Date of the decision made by the board of directors of the Clearing Participant or the relevant body of the Clearing Participant authorized to make decisions	In. pdf format.

Notes to tables:

1. For Kazpost JSC, the deadline for submitting reports and information specified in Table 2 is no later than the 25th day of the month following the reporting quarter.

Regulation on clearing participants

2. Development Bank of Kazakhstan JSC does not provide the Clearing Centre with the information specified in lines 2-4 of Table 3.

LIST

of documents to be provided by clearing participants – foreign legal entities, including participants in the electronic trading system and participants of the AIFC

Table 1. Periodic reporting to be submitted annually no later than June 30 of the year following the reporting year, or no later than the date established by the regulatory authority of the state or jurisdiction under whose laws the Clearing Participant is established

Item No.	Document Title	Notes
A	1	2
1.	The annual financial statements of the Clearing Participant for the last completed financial year (if there is a subsidiary (subsidiaries) – consolidated financial statements and separate financial statements of the Clearing Participant, confirmed by an auditor's report	The specified financial statements must be prepared in accordance with IFRS or US GAAP and must be provided electronically in.pdf format and must be a scanned copy of the paper version of these statements.

Regulation on clearing participants

Table 2. Periodic reporting to be submitted by clearing participants of the "stock" category and/or the "derivatives" category quarterly no later than the date established by the regulatory authority of the state or jurisdiction under whose laws the Clearing Participant is established

Item No.	Document Title	Notes
A	1	2
1.	Interim financial statements for the reporting quarter (if there is a subsidiary (subsidiaries) – consolidated financial statements and separate financial statements	The specified financial statements must be prepared in accordance with IFRS or US GAAP and must consist of statements of financial position and comprehensive income, or the financial statements must be prepared in accordance with the requirements established by the regulatory body of the state under whose laws the foreign clearing participant is established. Provided electronically in.xls (.xlsx) or.pdf format
2.	Information on the values and calculation of prudential standards and/or other standards or indicators that are similar in nature and similar in purpose	The specified information must be compiled and calculated in accordance with the legislation by which the foreign clearing participant is established. and provided electronically in. xls (.xlsx) or. pdf format.

Table 3. Periodic reporting to be provided by clearing participants of the "foreign exchange" category monthly no later than the date established by the regulatory authority of the state or jurisdiction under whose laws the Clearing Participant is established

Item No.	Document Title	Notes
A	1	2
1.	Interim financial statements of the Clearing Participant for the reporting month	The specified financial statements must be prepared in accordance with IFRS or US GAAP and must consist of statements of financial position and comprehensive income, or the financial statements must be prepared in accordance with the requirements established by the regulatory authority of the state or jurisdiction under whose laws the foreign clearing participant or AIFC participant is established. Provided electronically in.xls (.xlsx) or.pdf format

Regulation on clearing participants

2.	Information on the values and calculation of prudential standards and/or other standards or indicators that are similar in nature and similar in purpose	The specified information must be compiled and calculated in accordance with the legislation according to which the foreign clearing participant is established and provided in electronic form in. xls (.xlsx) or. pdf format.
----	--	---

Table 4. Documents and information provided within the time limits established by this appendix

Item No.	Document Title	Terms of provision	Notes
A	1	2	3
1.	Information on the violation by a clearing participant of prudential standards and/or other standards or indicators that are similar in nature and similar in purpose, calculated in accordance with the legislation of the state in accordance with the legislation of which this foreign clearing participant is established	Within one working day from the date of occurrence of the violation	The specified information is provided in the form of an official letter specifying the violated standard (norm, limit), the date of the violation, and the measures taken to correct it. The letter must be submitted electronically in.pdf format and be a scanned copy of the paper version.
3.	Updated clearing participant questionnaire on internal control issues related to ensuring compliance with the international economic sanctions regime	Within three working days from the date of receipt by the Clearing Participant of information and/or documents confirming the change of information in the previously submitted questionnaire	
4.	Information on the change (changes, including election) in the composition of the executive body of a clearing participant, as well as in the composition of the management body or supervisory board of a clearing participant, if the presence of such a body is provided for by the charter of this clearing participant, indicating the composition of the relevant body of the Clearing Participant	Within three working days following the date of the relevant decision.	In. pdf format.
5.	Information on changes in the legal and/or	No later than five working days after the date	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Terms of provision	Notes
A	1	2	3
	actual location of the Clearing Participant and	of change	

Table 5. Documents and information to be provided within 10 working days after the date of occurrence of the event

Item No.	Document title/information	Date of origin	Notes
A	1	3	3
1.	A document confirming state registration (re-registration) of a clearing participant	Date of receipt by the Clearing Participant of the certificate (reference) of state re-registration	In. pdf format. In accordance with applicable law. It is also provided in the form of the original (original) or a notarized copy. In the case of providing an electronic document, notarization is not required if it is possible to verify the authenticity of the document through the official website of the body that issued this electronic document.
5.	Information about a court decision on the forced liquidation or reorganization of a clearing participant, as well as on the forced liquidation or reorganization of its subsidiaries and dependent organizations	Date of entry into force of the relevant court decision	In. pdf format.
6.	Information on decisions taken by the general meeting of shareholders (partners) or the sole shareholder (partner) clearing participant	Date of adoption of the decision by the general meeting of shareholders (partners) or by the sole shareholder (partner)	In. pdf format.

Regulation on clearing participants

Item No.	Document title/information	Date of origin	Notes
A	1	3	3
8.	Information on the composition of shareholders (partners) of a clearing participant, and/or on changes in the composition of shareholders (partners) owning 10 or more percent of the voting shares (stakes) of a clearing participant	Date of receipt by the Clearing Participant of documents confirming the registration of changes	In. pdf format.
9.	Information on the occurrence of circumstances of an extraordinary nature, as a result of which the property of a clearing participant was destroyed, the book value of which amounted to 10 percent or more of the total assets of the Clearing Participant	Date of occurrence of circumstances of an extraordinary nature	In. pdf format.

Regulation on clearing participants

Table 6. Documents and information to be provided within three working days after the date of occurrence of the event

Item No.	Document Title	Date of origin	Notes
A	1	2	3
1.	Information on the receipt by a clearing participant of a permit (license) to carry out any type of activity, suspension or termination of permits (licenses) previously received by a clearing participant to carry out any type of activity (actions), with attached copies of the relevant documents (permits, licenses, etc.)	The date of receipt by the Clearing Participant of the relevant documents confirming the receipt by the foreign clearing participant of a permit (license) to carry out any types of activities (actions), suspension or termination of the permits (licenses) previously received by the Clearing Participant to carry out any types of activities (actions)	Copies of licenses for brokerage and dealer activities in the securities market and for conducting banking operations in foreign and national currencies must be notarized. In the case of providing an electronic document, notarization is not required if it is possible to verify the authenticity of the document through the official website of the body that issued this electronic document.
2.	Information on the seizure of property (removal of property from seizure) of a clearing participant, the value of which is 10 percent or more of the total book value of the Clearing Participant's assets	Date of receipt by the foreign clearing participant of a decision to seize (remove) the property of a foreign clearing participant	In. pdf format.
3.	Information on the initiation of a corporate dispute case in court	Within three working days from the date of receipt by the Clearing Participant of the relevant court notice (summons) in a civil case on a corporate dispute	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Date of origin	Notes
A	1	2	3
4.	Information on the transfer of collateral (re-pledging) of the property of a clearing participant in an amount equal to 10 percent or more of the total book value of the assets of this clearing participant, as well as the removal of pledge (re-pledging) from the property of a clearing participant in an amount equal to 10 percent or more of the total book value of the assets of this clearing participant	<p>The date of receipt by the Clearing Participant of documents confirming the registration of the pledge (re-pledge) contract – in relation to property, the pledge of which is subject to registration in accordance with the legislation of the country of residence.</p> <p>Date of conclusion of the contract on pledge (re-pledging) of the foreign clearing participant's property – in relation to property, the pledge of which is not subject to registration in accordance with the legislation of the country of residence.</p> <p>The date of receipt by the Clearing Participant of documents confirming the removal of the pledge (re-pledging) from the property of the foreign clearing participant.</p>	In. pdf format.
5.	Information on the receipt by a clearing participant of a loan in an amount equal to 25 percent or more of the total book value of the Clearing Participant's assets, as well as on the full repayment of the principal debt and accrued interest on this loan	<p>The date on which a Clearing participant enters into a loan or credit line agreement or on which the Clearing participant fully repays the principal debt and accrued interest on the loan or credit line.</p> <p>When the total amount of received and outstanding loans, taking into account accrued interest within one credit line, reaches 25 percent or more of the total book value of the Clearing Participant's assets.</p>	In. pdf format.
6.	Information on changes in the Clearing Participant's main activities	Date of receipt of the charter and (or) amendments to the charter registered with the authorized body	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Date of origin	Notes
A	1	2	3
7.	Information on other events affecting the interests of shareholders (partners) of a clearing participant and/or investors, in accordance with the charter of the Clearing Participant, as well as the issue prospectus of its securities	The date of occurrence of other events affecting the interests of shareholders of the Clearing Participant and/or investors, in accordance with the charter and the issue prospectus of its securities, unless applicable legislation provides for other deadlines for communicating information to security holders. The date of failure of a clearing participant to comply with the conditions stipulated in the issue prospectus for corporate bonds.	In. pdf format.
8.	Information on the imposition of sanctions and enforcement measures on the Clearing Participant and/or on individual employees by courts, inquiry and investigation bodies, enforcement bodies in criminal and civil cases pending before them; on the seizure of its property	Date of receipt of information by the Clearing Participant	In. pdf format.
9.	Information on failure to comply with the requirements of the legislation of the state in accordance with the legislation of which the Clearing Participant was established, for which any measures of influence were applied to it by the regulatory authority	Date of receipt of information by the Clearing Participant	In. pdf format.
10.	Information on the disqualification of a clearing participant or its trader(s) from participation in trading in all or individual financial instruments, on the suspension or termination of membership in all or individual categories on a foreign (stock) exchange	Date of receipt of information by the foreign clearing participant	In. pdf format.

Regulation on clearing participants

Item No.	Document Title	Date of origin	Notes
A	1	2	3
11.	Information on non-compliance with the requirements imposed by a foreign (stock) exchange, of which the foreign member is a member, on its members, and the resulting application of any measures of influence to it by this exchange	Date of receipt of information by the foreign clearing participant	In. pdf format.