

AGREEMENT
on the provision of services for organizing exchange trading
at Caspy Commodity Exchange JSC

№

z. Nur-Sultan " _____ " 2022 g.

Caspy Commodity Exchange Joint Stock Company, hereinafter referred to as follows

"Exchange", represented by Erik Tanayev, President, acting on the basis of the Charter, and **Limited Liability Partnership** " _____ ", hereinafter referred to as

hereinafter referred to as "Exchange Member" or "Broker/Dealer", (FULL NAME), represented by Director _____ (FULL NAME), acting on the basis of the Charter, hereinafter jointly referred to as the Parties, and separately as stated above, have concluded this contract (hereinafter referred to as the Contract) as follows:

1. Subject of the Contract

1.1 The subject of this Agreement shall be regulation of relations of the Parties on provision by the Exchange of services on organization of exchange trading to the Exchange Member, rights to participate in exchange trading and execution of exchange transactions.

2. Rights and obligations of the Parties

2.1 The Exchange shall have the right to:

2.1.1. require from the Exchange Member to comply with the terms and conditions of this Agreement, legislation of the Republic of Kazakhstan, the Exchange Trading Rules, other internal documents of the Exchange regulating exchange trading;

2.1.2. set the amounts of membership fees (tariffs, rates) charged from the Exchange Member, which the Broker/Dealer is entitled to familiarize with on the Exchange's website, in case of changes in their amounts to post them on the Exchange's website or to send a written notice thereof to the Broker/Dealer;

2.1.3. demand payment of membership fees and other payments related to the services rendered by the Exchange in accordance with the procedure determined by this Agreement and internal documents of the Exchange;

2.1.4. if necessary, require from the Exchange Member to pay security for fulfillment of obligations on concluded exchange deals (contracts) in the form of a deposit or by other means stipulated by the legislation of the Republic of Kazakhstan and internal documents of the Exchange;

2.1.5. require from the Exchange Member to provide information on its activities in accordance with the Exchange's internal documents, including information necessary to confirm the Exchange Member's compliance with the requirements imposed on it;

2.1.6. require from the Exchange Member to provide information on the Exchange trades being executed;

2.1.7. apply sanctions to the Exchange Member for violation of terms and conditions specified in the Rules and other internal documents of the Exchange, this Agreement;

2.1.8. exercise other rights stipulated by the legislation of the Republic of Kazakhstan, the Rules and other internal documents of the Exchange.

2.2. The Exchange is obligated:

2.2.1. comply with the current legislation of the Republic of Kazakhstan, the Exchange Trading Rules, other internal documents of the Exchange regulating exchange trading, and this contract;

2.2.2. provide the Exchange Member with the right to participate in exchange trading;

2.2.3. provide the Exchange Member with services on organization and conduct of exchange trading in accordance with the Exchange Trading Rules;

2.2.4. inform the Exchange Member on decisions made in respect of exchange trade participants, their clients and other stakeholders in accordance with the procedure established by the Exchange's internal documents;

2.2.5. carry out registration of clients as participants of exchange trading;

2.2.6. to register exchange transactions executed by the Exchange Member in accordance with the Exchange Trading Rules and other internal documents of the Exchange;

2.2.7. to examine disputes on exchange transactions executed by the Broker in the Exchange Arbitration of Caspy Commodity Exchange JSC.

2.3. A member of the Exchange shall have the right to:

2.3.1. submit orders for sale and purchase of exchange commodities to the Exchange;

2.3.2. participate in exchange trading in accordance with the terms and conditions of this Agreement and other internal documents of the Exchange;

2.3.3. make exchange transactions of purchase and sale of exchange commodities;

2.3.4. receive necessary information from the Exchange;

2.3.5. make proposals on improvement of the Exchange's activities;

2.3.6. apply to the Exchange Arbitration of Caspy Commodity Exchange JSC for consideration of disputes on exchange transactions;

2.3.7. exercise other rights stipulated by the legislation of the Republic of Kazakhstan and other internal documents of the Exchange.

2.4. A member of the Exchange is obligated to:

2.4.1. comply with the exchange trading norms established by the legislation of the Republic of Kazakhstan, the Exchange Trading Rules, other internal documents of the Exchange regulating exchange trading;

2.4.2. comply with the terms and conditions and standards set forth in this contract;

2.4.3. register at least one trader on the Exchange;

2.4.4. inform the Exchange in writing about termination of the trader's authorities not later than the next day from the moment of termination of his authorities;

2.4.5. to provide the Exchange with information on all changes made in the documents submitted for conclusion of this agreement within 5 (five) calendar days from the date of entry into force of the changes;

2.4.6. comply with the Exchange's decisions on issues of admission to exchange trading, provision of security for fulfillment of obligations under concluded exchange deals (contracts) and payment of exchange fee, conduct of exchange trading, registration and fulfillment of exchange agreements on executed exchange deals and other issues;

2.4.7. in cases determined by decisions of the Exchange, the Exchange Member shall provide the Clearing Organization with the Exchange Collateral as a method of ensuring fulfillment of obligations under the on-exchange trades (contracts) and this Contract by conclusion by the Exchange Member of an agreement with the Clearing Organization of the Exchange;

2.4.8. sign all documents required to formalize the facts of execution of exchange transactions and facts of rendering exchange services;

2.4.9. register, keep records and store documents related to activities as an exchange broker/dealer, including accounting documents, documents standardized by the Exchange related to execution and performance of exchange transactions, clients' orders and instructions, as

well as confirmation of their fulfillment or non-fulfillment, original contracts with clients, etc.;

2.4.10. submit to the Exchange at its request any documents related to the activities as an exchange broker/dealer;

2.4.11. provide additional information on exchange-traded commodities upon request of the Exchange;

2.4.12. fulfill their obligations under concluded exchange deals (contracts);

2.4.13. ensure fulfillment of the client's obligations under concluded exchange transactions (agreements);

2.4.14. in accordance with the established procedure provide the Exchange with information on fulfillment of obligations on concluded exchange deals (contracts);

2.4.15. to pay exchange fees on executed exchange transactions;

2.4.16. pay fines and penalties imposed by the Exchange for violation of the Exchange Trading Rules, other internal documents, terms and conditions of this Agreement to the Exchange's settlement account within 3 (three) business days from the date of receipt of the Exchange's relevant decision.

3. Cost of exchange services and settlement procedure

3.1. The Exchange member must pay membership fees for access to the trading section(s) in the amount and in accordance with the Exchange's approved tariffs published on the official website www.ccx.kz.

3.2. The fee shall be paid by the Exchange Member within 5 (five) business days from the day of making by the Exchange President of the decision on granting the right to participate in the exchange trading. In case of non-payment for the right to participate in exchange trading to the Exchange settlement account within the specified term, this Agreement shall be deemed terminated from the day following the last day of the term set for payment of the fee.

3.3. On the basis of this Agreement, the Exchange member is obliged to pay a fee for exchange transactions concluded in the course of exchange trading - exchange fee according to the Exchange's approved tariffs published on the Exchange's official website: www.ccx.kz.

3.4. The Exchange fee shall be paid by the Exchange Member within 10 (ten) calendar days from the day of execution of the exchange deal by transferring funds to the Exchange settlement account.

3.5. In case the Exchange member fails to pay the exchange fee within the terms specified in item 3.4. of the Agreement. The Exchange shall have the right to send a corresponding claim to the Exchange Member, including a claim for payment of a forfeit and suspend accreditation as an Exchange member according to the Exchange internal documents.

3.6. Payment shall be made by transfer of funds to the Exchange's bank details specified in this Agreement.

3.7. Expenses on transfer of payments made to the Exchange accounts shall be at the expense of the Exchange Member.

3.8. The date of receipt of funds from the Exchange Member's settlement account in favor of the Exchange shall be considered the date of payment.

4. Responsibilities of the Parties

4.1. The parties shall bear responsibility for non-fulfillment of their obligations hereunder in accordance with the legislation of the Republic of Kazakhstan and internal documents of the Exchange.

4.2. The Exchange may apply the following sanctions to the Exchange Member for violation of the Rules:

- warning;
- penalty;
- deprivation of the right to participate in exchange trading for a certain period of time;
- suspension or termination of accreditation as an Exchange member.

4.3. The procedure and terms of application by the Exchange of penalties to the Exchange Member shall be regulated by the Rules for application of disciplinary measures to brokers, dealers for violation of the Exchange Trading Rules, other internal documents of the Exchange, terms and conditions of this Agreement.

4.4. By signing this Agreement the Exchange member agrees to the types of violations and amounts of sanctions established by the Rules for application of disciplinary measures to brokers, dealers for violation of the Exchange Trading Rules and is obliged upon the first written request of the Exchange to pay them within the terms according to item 2.4.1. of the Agreement.

Rules for application of disciplinary measures to brokers, dealers for violation of the Exchange Trading Rules and other internal documents of the Exchange are posted on the Exchange's website.

5. Dispute resolution procedure

5.1 All disputes and disagreements that may arise in the course of execution of this Agreement shall be settled by the Parties through negotiations.

In case of failure to settle disputes in the course of negotiations, disputes under this agreement shall be resolved in exchange arbitration at Caspy Commodity Exchange JSC

6. Term of the Contract

6.1. The present contract shall come into force since the date of its signing by both Parties with the term of validity for an indefinite period.

6.2. The Exchange shall be entitled to unilaterally refuse to fulfill this agreement in cases specified by the legislation of the Republic of Kazakhstan, including:

1) repeated violation by the Exchange Member during the validity period of this Agreement, legislation of the Republic of Kazakhstan regulating exchange trading, or the Exchange Rules, as well as other internal documents of the Exchange;

2) determination of the fact of non-compliance of the Exchange Member with requirements set by the legislation of the Republic of Kazakhstan and internal documents of the Exchange.

In this case this Agreement shall be deemed terminated from the moment of receipt by the Exchange Member of a notice of the Exchange's unilateral refusal to fulfill it.

7. Final provisions

7.1. The Parties assure each other that they have sufficient authority to conclude this Contract, and assure each other that the legal nature of this Contract is clear to the Parties and corresponds to their will.

7.2. Upon signing of this Contract, all previous oral or written agreements of the Parties with respect to the subject matter and terms of this Contract shall become null and void.

7.3. The Parties recognize the autonomy of the provisions of this Contract, i.e. if any provision of this Contract is recognized as legally invalid for any reason, this shall not affect the other provisions of this Contract, which shall continue to remain in full force and effect.

7.4. The Parties shall not be entitled to transfer (assign) their rights and obligations under this Agreement to third parties without prior consent of the other Party.

7.5. All official letters, notices, notifications, requests and claims within the framework of execution of this Agreement shall be executed in writing in Russian or Kazakh languages provided they are signed by the authorized representative of the sending Party and shall be sent only to the addresses specified in this Agreement. In case of sending the documentation to the e-mail address of the Party, the interested Party shall have the right to request the other Party to provide the original copy of the documentation to the e-mail address of the Party.

of the relevant document.

7.6. Within the framework of the Contract execution it is allowed for the Parties to submit documents by means of facsimile, electronic or other communication, including via the Internet, as well as documents signed by an analog of handwritten signature, EDS.

7.7. The Exchange Member guarantees confidentiality, non-disclosure to third parties of the terms and conditions of this Agreement, otherwise it shall be obliged to compensate for all losses caused by such actions.

7.8. All amendments and additions to this contract shall be made in writing in the form of additional agreements, which are an integral part of this contract.

7.9. In all other matters not regulated by this Agreement, the Parties shall be guided by the Exchange Trading Rules, other internal documents of the Exchange, the current legislation of the Republic of Kazakhstan.

7.10. Signing of this Agreement is carried out in the system <https://edo.uchet.kz/> has legal force and is equal to a signed document on paper in accordance with paragraph 1 of Article 7 of the Law "On Electronic Document and Electronic Digital Signature" dated January 7, 2003, No. 370-II.

7.11. This Agreement is made in two copies having equal legal force, one for each Party.

8. Legal addresses, bank details, signatures and seals of the Parties

Exchange

Caspy Commodity Exchange JSC

BIN: 111140012963

Legal and actual address:

"Caspy Commodity

Exchange" JSC 010000,

Astana, Syganak 47, block

A, 14th floor

IBAN: KZ03601A871002211591

Halyk Bank of Kazakhstan JSC

BIN: HSBKKKZKX, BC 17

VAT certificate: series 62001

No. 0035097 date of issue 22.05.2014.

tel: 8 (717-2) 64-40-09

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www.ccx.kz

Exchange member

" "

BIN:

Legal address:

Bank details:

President

/ **E. Tanayev** /

Director