

JSC Caspy Commodity Exchange

Approved
by order of the president
JSC Caspy Commodity Exchange
dated September 14, 2022
№ 48-II

Instruction on undergoing accreditation as a member JSC Caspy Commodity Exchange

2022 г.

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1. General provisions

1.1 The Instruction on passing accreditation at JSC "Commodity Exchange "Caspy" (hereinafter - the Instruction) is developed in accordance with the Law of the Republic of Kazakhstan dated May 4, 2009 "On Commodity Exchanges" (hereinafter - the Law), order of Acting. Minister of National Economy of the Republic of Kazakhstan dated March 30, 2015 No. 280 "On Approval of Exchange Trading Rules" (hereinafter - Exchange Trading Rules) in order to disclose and establish the forms and types of documents required for accreditation at Caspy Commodity Exchange JSC.

1.2 The terms used in this Instruction shall be defined in accordance with the current legislation of the Republic of Kazakhstan, and regulatory legal acts specified in paragraph 1.1. of the Instruction. Instructions.

1.3 Accreditation is a procedure of confirmation of compliance of an applicant to the Exchange member for accreditation with the established requirements set forth by this Instruction.

1.4 Accreditation is provided for one or several sections of the commodity market of the Exchange:

- 1) agricultural trade section;
- 2) petroleum products trading section;
- 3) liquefied petroleum gas trading section;
- 4) metal trading section;
- 5) Portland cement (cement) trading section;
- 6) carbon unit trading section;
- 7) coal trading section;
- 8) Portal Commerce Section;
- 9) the illiquid property trading section.

2. Documents and information to be submitted by the applicant to become a member of the Exchange

2.1 The applicant shall submit the following documents and information to the Commodity Exchange for accreditation in the Commodity Exchange:

1) application for admission to the Exchange membership signed by the first manager or authorized person of the applicant, according to Appendix No. 1 to these Instructions;

2) copy of the legal entity's charter and (or) regulations approved in accordance with the procedure established by law, taking into account the amendments and (or) additions made (notarized in case of failure to submit originals for verification) - if there are regulations and (or) statutes;

3) copy of the memorandum of association (if any);

4) certificate of the applicant's tax registration as a value added tax payer (if available). In case the applicant is not registered as a value added tax payer, it is necessary to provide a corresponding written explanation;

5) original financial statements for the last financial year, signed by the first manager or the person substituting him/her, as well as the chief accountant (if any);

6) certificate of state registration (re-registration) of a legal entity;

7) document confirming payment of the entrance fee by the applicant;

8) certificate of absence of unexpunged or unexpunged criminal record for economic crimes and corruption offenses of the first head of the applicant;

9) information on the beneficial owners of the applicant;

10) a non-resident shall provide a copy of the document issued by the tax authority on the depositor's registration in the Republic of Kazakhstan, for branches and representative offices of non-resident legal entities - at the place of their registration in the Republic of Kazakhstan (if the client in accordance with the tax legislation of the Republic of Kazakhstan should be registered with the tax authorities). The document shall be provided within three business days after conclusion of

the current account agreement / on establishment of correspondent relations.

2.2 In compliance with item 13 of Chapter 2 of the Exchange Trading Rules, applicants for Exchange membership shall additionally provide:

1) guarantees of the applicant's compliance with the requirements set forth in the Exchange Trading Rules and reliability of the information submitted by the applicant to become a member of the Exchange, according to Appendix No. 2 to this Instruction;

2) extract from the register of securities holders (for joint stock companies);

3) a document confirming the election (appointment) of the applicant's head;

4) copy of the document (-s) on higher education of the applicant's head or an official responsible for the organization's activity as an Exchange member;

5) document(s) certifying the identity of the applicant's head or an official responsible for the organization's activities as an Exchange member;

6) certificate of absence of criminal record of the head of the applicant;

7) a card with specimen signatures and seal of the applicant;

8) documents confirming the authority of the official(s) of the applicant to act on behalf of the client and (or) the applicant, including the authority to sign documents of the client and (or) the applicant to perform transactions with money and (or) other property, according to Appendix No. 3 to this Instruction;

9) document(s) certifying the identity of the official(s) authorized to sign the documents of the applicant for transactions with money and (or) other property;

10) an undertaking on non-disclosure of information related to the secrets protected by law, signed by the person(s) authorized by the applicant, according to Appendix No. 4 to this Instruction.

2.3 The Exchange has the right to request additional documents from a non-resident applicant to make a decision on accreditation as an Exchange member.

2.4 For accreditation at the Commodity Exchange, a dealer holding an industrial certificate to carry out activities at the Commodity Exchange for the sale of goods produced by him shall submit an industrial certificate for the goods produced.

2.5 Within the framework of fulfillment of requirements of norms of the Law of the Republic of Kazakhstan dated August 28, 2009 № 191-IV "On Combating Legalization (Laundering) of Proceeds of Crime and Financing of Terrorism" on due diligence of the client, applicants for Exchange membership shall provide the following documents:

1) To establish the objectives and nature of business relations, the applicant shall submit a business plan for the nearest period as an accredited member of the Caspy Commodity Exchange JSC;

2) Questionnaire filled in by the applicant on behalf of a legal entity or individual in the form according to Appendix No. 5 to this Instruction and Appendices No. 6, No. 7 to the Rules of Internal Control to Combat Money Laundering and Terrorism Financing of Caspy Commodity Exchange JSC;

3) Questionnaires filled in by the applicant's traders in the form of Appendix No. 6 to the Internal Control Rules for the purpose of combating legalization (laundering) of proceeds of crime and terrorism financing of Caspy Commodity Exchange JSC;

2.6 For the purpose of proper verification of the Exchange, as a subject of financial monitoring, of clients for establishment of business relations, the Exchange is entitled to request provision of additional documents in accordance with article 5 of the Law of the Republic of Kazakhstan dated August 28, 2009 № 191-IV "On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing".

2.7 The applicant's failure to provide information and data requested by the Exchange within the framework of fulfillment of requirements of the Law of RK dated August 28, 2009 No. 191-IV "On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing" is grounds for refusal to establish business relations and, accordingly, to accredit the applicant as an Exchange member. At that the Exchange as a subject of financial monitoring submits to the authorized body on financial monitoring reports on facts of refusal to establish business relations.

3. Consideration of the application for accreditation

3.1 The decision on accreditation of an applicant as an Exchange member shall be taken by the Exchange within 5 (five) business days after receipt of an application and a full package of documents specified in chapter 2 of this Instruction.

The applicant shall be notified of the decision in writing within one business day.

The judgment shall be deemed to have been served in the following cases:

- 1) by hand - from the date of marking of receipt;
- 2) by mail - registered letter;
- 3) electronically - from the date of sending to the e-mail address specified in the application form by the applicant.

3.2 In accordance with Article 5 of the Law of RK dated August 28, 2009 № 191-IV "On Combating Legalization (Laundering) of Proceeds of Crime and the Financing of Terrorism", if there is a reason to doubt the reliability of previously obtained information about the applicant (his representative), beneficial owner, the term of consideration may be extended for fifteen working days following the day of the decision on the presence of such doubt.

3.3 The accreditation of the applicant to the commodity exchange membership shall be denied:

- 1) in cases specified in item 18 of the Exchange Trading Rules;
- 2) in order for the Exchange as a subject of financial monitoring to comply with norms of the Law of RK dated August 28, 2009 № 191-IV "On Combating Legalization (Laundering) of Proceeds of Crime and Terrorism Financing".

3.4 In case of accreditation of the applicant as an exchange broker and (or) exchange dealer, the Exchange concludes with him an agreement on rendering services on organization of exchange trading according to Appendix No. 6 to this Instruction.

3.5 After the Exchange concludes an agreement on rendering services on organization of exchange trading with a broker and (or) an exchange dealer, the Exchange issues a certificate of accreditation and within 1 (one) business day includes a broker and (or) an exchange dealer in the list of accredited members of the Exchange on its Internet resource specifying the following data:

- names of the accredited member of the commodity exchange;
- surnames, first name and patronymic (if it is indicated in the identity document) of the head and employees of the accredited member of the commodity exchange;
- contact information; work experience in the field of commodity exchanges.

4. Providing access to exchange trading

4.1 In accordance with the Exchange Trading Rules, the Exchange trading is subdivided into separate trading sections specified in item 1.4 of this Instruction.

4.2 To access trading on one or several sections, authorized representatives (traders) of an accredited Exchange member undergo training on working in the trading system and pass a test for knowledge of normative legal acts of the Republic of Kazakhstan and internal documents of the Exchange regulating trading in goods on certain sections. The threshold of successful passing the test is set at 85%. Testing is conducted on a free of charge basis. In case of necessity of repeated testing, the accredited Exchange member reimburses the Exchange expenses according to the approved tariffs.

4.3 The decision on admission of the accredited Exchange Member to the additional trading section shall be made by the Exchange within 10 (ten) business days based on a written application of the Exchange Member.

4.4 Provision of access to exchange trading in the section of trading in quotas for greenhouse gas emissions CO₂ is carried out if the Exchange member meets additional requirements:

- 1) submission of a document confirming registration in the National Register of Quotas on the server: <https://carbon.energo.gov.kz>.

5. Suspension, resumption and termination accreditation as a member of the Exchange

5.1 Suspension of accreditation of an Exchange member shall be carried out on the following grounds:

1) in case of Exchange member's decision with submission by him of an appropriate statement specifying the following information therein:

reason for suspension of accreditation;

the period of suspension of accreditation;

that he has no unfulfilled obligations on exchange deals concluded by him;

2) in case of non-payment (two or more times) of the established payments for use of the Exchange property, information and technical and clearing services, as well as the Exchange fee;

3) in case of detection by the commodity exchange of non-observance by the Exchange member of requirements set by items 12, 13 and 18 of the Exchange Trading Rules, and established by the Law, legislative acts of the Republic of Kazakhstan, normative legal acts of the authorized body and internal documents of the commodity exchange.

In case of detection of non-compliance by a member of the commodity exchange with the requirements set by this item of the Rules, the commodity exchange within three working days shall send to him in writing a notification on suspension of accreditation with indication of terms. The decision on suspension of accreditation shall be taken by the order of the Exchange's executive body.

5.2 Suspension of admission to one or more trading sections of the Exchange shall take place from the moment the decision is made. The notification (message) shall be sent to the Exchange member not later than on the next business day after this decision is made. In this case the Exchange member retains rights and obligations on execution of deals previously concluded on the Exchange.

5.3 Renewal of accreditation shall be carried out on the following grounds:

1) upon application of the Exchange member - in case of suspension of accreditation at its own will;

2) submission of supporting documents on elimination of violations stipulated by clause 5.1. of this instruction.

5.4 Termination of accreditation shall be carried out on the following grounds:

1) in case of a voluntary decision of the Exchange member with submission by him of an appropriate application specifying in it the following information:

reason for termination of accreditation;

on fulfillment of all obligations on concluded exchange deals;

2) failure to eliminate violations that served as grounds for suspension of accreditation with the Commodity Exchange, except for an application at will;

3) in case of liquidation of a commodity exchange member;

4) there is an enforceable court decision with respect to a member of the commodity exchange on prohibition of activities or certain types of activities;

5) in case of confirmation of the fact of price manipulation on the part of a commodity exchange member;

6) failure to carry out brokerage, dealer and market-maker activities within twelve consecutive calendar months from the date of accreditation to the commodity exchange.

5.5 The Exchange shall consider an application for suspension, renewal and termination of accreditation within 5 (five) business days from the moment of receipt of the application. If the Exchange member is found to have unfulfilled liabilities on exchange deals, the Exchange rejects consideration of the application until he fulfills all liabilities on exchange deals.

5.6 The terms of elimination of violations that served as a reason for suspension of accreditation do not exceed thirty working days.

5.7 The Exchange shall take a decision on annulment of accreditation in cases:

1) failure to carry out broker and dealer activities within twelve consecutive calendar months from the date of accreditation to the Exchange;

2) making a decision on voluntary termination of broker and dealer activities;

3) committing one of the actions stipulated by item 3 of article 21 of the Law "On Commodity Exchanges" more than twice within six consecutive calendar months.

6. Conditions and procedure for registration of clients as stock exchange traders

6.1 To register with the Exchange, the Client chooses a broker who is an accredited member of the Exchange and who will represent his interests and concludes a brokerage services agreement with the latter. The list of accredited Exchange members is available on the Exchange's website at <https://ccx.kz/chleny-birzhi>.

6.2 The Broker shall provide the Exchange with the following documents to carry out the initial registration of its Client:

1) copy of the Charter/Regulations (notarized in case of failure to submit originals for verification);

2) copy of the certificate of state registration (re-registration) of the legal entity (notarized in case of failure to submit originals for verification);

3) a copy of the certificate of registration for value added tax (notarized in case of failure to submit originals for reconciliation);

4) the following information: bank details, legal and postal addresses, contact phone numbers, contact person.

The Seller/Buyer - non-resident of the Republic of Kazakhstan in confirmation of legal capacity shall submit documents containing information on qualification of the potential supplier - non-resident of the Republic of Kazakhstan, as well as notarized extract from the trade register with translation into Kazakh and/or Russian languages, except for official documents provided for by the Law of the Republic of Kazakhstan "On Accession of the Republic of Kazakhstan to the Convention Abolishing the Requirement of Legalization of Foreign Official Documents".

6.3 In case of non-fulfillment of obligations under concluded exchange trades, as well as evasion from conclusion of an exchange trade, the broker shall terminate the contract with the client on participation in exchange trading.

Upon termination of a contract with a client as an exchange trading participant, the broker shall provide the commodity exchange with information on that client.

7. Additional requirements for brokers' clients at accreditation at the Sections

7.1 Petroleum Products Trading Section

Buyers of petroleum products within the framework of exchange trading under the delivery plan:

- 1) wholesale suppliers of petroleum products;
- 2) retailers of petroleum products;
- 3) end users;
- 4) buyers of aviation fuel - aviation companies, airports;
- 5) buyers of road bitumen - individuals and legal entities engaged in activities in the field of construction and repair of highways with appropriate infrastructure for bitumen storage, as well as persons with appropriate infrastructure for bitumen storage, admitted to exchange trading on the commodity exchange on the basis of information provided by the state body managing the construction and repair of highways. The list of buyers of road bitumen shall be placed on the official Internet resource of the state body managing the construction and repair of highways;
- 6) Wholesale suppliers of petroleum products act as sellers of petroleum products for certain trading instruments.

At the same time, persons specified in subparagraph 2) of this paragraph, except for buyers of jet fuel and road bitumen, to participate in exchange trading provide documents to confirm the availability of experience in the market of petroleum products for at least two years, as well as confirmation of continuous standing on the registration of value added tax at one legal address for at least two years (certificate of all registration actions of the legal entity with egov.kz, a copy of the certificate of VAT registration).

Petroleum product vendors - producers of petroleum products and suppliers of petroleum products included in the supply plan, including:

sellers of road bitumen - producers of bitumen and owners of bitumen produced in the process of processing of hydrocarbon raw materials owned by them on the right of ownership or other legal grounds;

7.2 Liquefied Petroleum Gas Section

Sellers of liquefied petroleum gas - producers of liquefied petroleum gas and owners of liquefied petroleum gas produced in the process of processing of hydrocarbon raw materials owned by them by right of ownership or other legal grounds;

Buyers of liquefied petroleum gas - industrial consumers, owners of gas filling stations, gas filling points and (or) autogas filling stations, which have by right of ownership or other legal grounds storage tanks of liquefied petroleum gas with a total volume of at least 60 cubic meters with the possibility of filling them from railway tanks, or which have concluded an agreement on rendering services for storage and transshipment of liquefied petroleum gas with a volume of at least 60 cubic meters per month with the owner of a gas filling station in the following areas

Industrial consumers, owners of gas filling points and (or) gas filling stations in case of their participation in exchange trading on trading instruments providing for the delivery of liquefied petroleum gas by motor transport are not subject to the requirements of paragraph two of part two of this paragraph.

7.3 Coal Trading Section

Requirements for participants in the sale of coal for public utility needs:

Seller - a coal producer (coal mine, coal strip mine) that extracts coal in accordance with a subsoil use contract.

Buyer - a market entity (wholesale supplier or retailer of municipal and household coal, having by right of ownership or other legal grounds a railroad dead-end, technically equipped (weighing equipment, loading and unloading transport) and having an opportunity to store and ship coal and sell it to the public for personal use), which has received accreditation of the commodity exchange on the basis of information provided by local executive bodies.

The list of purchasers of utility coal is posted on the website of the authorized body in charge of the coal industry.

7.4 Carbon Units Trading Section

In accordance with the Environmental Code of the Republic of Kazakhstan, buyers and sellers of carbon units may be:

- 1) quota subjects;
 - 2) Individuals and legal entities involved in the sale of carbon offsets;
 - (3) The operator of the carbon unit trading system.
-

**To the President
Of JSC Caspy Commodity
Exchange**

**Statement
on admission to membership of the Exchange
LLP " _____ "**

Declaring our intention to join the Exchange as a Broker/Dealer in section _____ (specify name of section/sections), we confirm our consent to act in accordance with the current legislation of the Republic of Kazakhstan, as well as internal legal documents of the Exchange regulating exchange activities, execute decisions of the Exchange executive and other bodies, timely report on changes in information provided to the Exchange.

Appendix by list:

- 1)
- 2)
- 3)

Position _____ / Full name.

m.p.

Note:

*This statement shall be made on the official
on the applicant's letterhead, indicating the outgoing number and date therein*

**To the President
JSC Caspy Commodity
Exchange**

Applicant's guarantees
LLP " _____ "

By signing these Warrants, the Exchange Applicant warrants that:

1. is solvent, has no significant debts to third parties for the last financial year and for the reporting quarter before submitting an application for Exchange membership.
2. has not been excluded from the accredited members of the commodity exchange for negative reasons during the last two years.
3. its financial condition has not undergone significant changes from the point of view of the Exchange requirements in comparison with the documents and information submitted to the Exchange.
4. is not subject to bankruptcy or liquidation proceedings, its property has not been seized, its financial and economic activities have not been suspended
5. the provided information is complete, true and accurate. At the same time he does not object to the fact that the specified information may be subject to analysis and verification, as well as does not object to collection of additional information by the Exchange through other sources, confirming the business reputation and financial condition of the Applicant.
6. will immediately notify the Exchange of any changes in the information submitted by him and provide other information that the Exchange may require during the application review period and, in case of a positive decision on his membership, thereafter in accordance with the Exchange's requirements.
7. is familiarized with Chapter 9 of the Exchange Trading Rules, and will not use in his work the technologies of automated accelerated processing and submission of data and external software and hardware systems, the speed of references from which to the trading system is more than two references per second, for placing orders and concluding deals.
8. The Applicant guarantees to take all measures depending on it to preserve confidential information, to comply with all necessary requirements to prevent unauthorized access of third parties in any form or volume to confidential information in accordance with the terms and conditions of the Exchange internal documents.
9. The Applicant fully understands and acknowledges that any failure on its part to comply with this guarantee will result in denial of accreditation as a member of the Exchange, and if such failure is discovered after a positive decision on accreditation as a member of the Exchange has been made, may result in suspension of admission to trading, suspension and/or termination of Exchange membership.

Position _____ / Full name.
" ____ " _____ 202_ г.

г. _____

Document confirming the authority
of the official to act on behalf of the
Exchange Trading Member

Power of attorney

dated " ____ " _____ 202_.

_____ LLP, hereinafter referred to as the **Exchange Trading Member**,
represented by Director _____ acting on the basis of the Charter,
hereby authorizes

_____ (full name), hereinafter
referred to as the **Trader**, passport/ID card: No. _____, issued to
_____, residing at _____,
perform the following actions on behalf of the Exchange Trading Member:

1. Represent the interests of the Exchange Trading Member at exchange trading organized by Caspy Commodity Exchange JSC (hereinafter referred to as the Exchange).
2. To place orders for purchase/sale of the Exchange commodity in the Exchange's electronic trading system, as well as to change and/or revoke the orders placed earlier.
3. To conclude exchange transactions, as well as to sign any documents necessary for execution of this order.
4. Receive from the Exchange any information (documents) addressed to the Exchange Trading Member, including using the Exchange's electronic trading system.

This Power of Attorney is issued without power of attorney and is valid until " ____ "
_____ 202_ year.

Signature _____ / _____ / certify.

Director _____ / full name.

m.p.

" ____ " _____ 202_ г.

OBLIGATION
on non-disclosure of information related to legally protected secrets

г. _____ dated " ____ " _____ 202_ .

I, the trader _____ LLP " _____ ", upon obtaining access to the electronic trading system of JSC "CaspY Commodity Exchange" (hereinafter - the Exchange) during the period of contractual relations with the Exchange and within three years after their termination, undertake:

1. Not to disclose information constituting commercial, official or other secret of the Exchange protected by the Law (hereinafter - "Confidential Information"), which will be entrusted to me or become known to me in connection with my work in the Exchange's electronic trading system;

2. Not to transfer to third parties and not to publicly disclose Confidential Information without the Exchange's consent;

3. Comply with orders, instructions and regulations pertaining to me to safeguard Confidential Information;

4. If unauthorized persons attempt to obtain Confidential Information from me, immediately notify the Exchange;

5. Retain Confidential Information of those enterprises and organizations with which the Exchange has business relations;

6. Not to use Confidential Information to engage in any activity that, as a competitive action, could be detrimental to the Exchange;

7. Immediately inform the Exchange about loss, shortage of Confidential Information carriers, logins, passwords, documents, and other facts that may lead to disclosure of Confidential Information, as well as about the causes and conditions of possible illegal information leakage.

8. When obtaining an electronic signature, bear full responsibility for the information entered into the Exchange's electronic trading system.

9. The above provisions for safeguarding confidential information have been explained to me.

10. I am aware that violation of these provisions may entail disciplinary, criminal, administrative, civil or other liability in accordance with the legislation of the Republic of Kazakhstan in the form of imprisonment, payment of a monetary fine, obligation to compensate the Exchange (losses, lost profit and moral damage) in accordance with the current legislation of the Republic of Kazakhstan, including the Law of the Republic of Kazakhstan "On Commodity Exchanges", the Civil Code of the Republic of Kazakhstan (Art. 126), the Criminal Code of the Republic of Kazakhstan (Art. 223).

11. This obligation is an integral part of the Agreement on rendering services on organization of exchange trading of Caspy Commodity Exchange JSC concluded between the Parties.

Trader _____ / **full name**
" ____ " _____ 202_ г.

**Applicant Questionnaire
to membership in the Caspy Commodity Exchange JSC**

I GENERAL INFORMATION					
1.	Full name of the legal entity				
1.1.	in Russian				
1.2.	in Kazakh				
2.	Location address of the legal entity				
2.1.	legal				
2.2.	actual				
3.	Contact details				
3.1.	Telephone (back office)				
3.2.	E-mail				
3.3.	Web site				
4.	State registration of a legal entity				
4.1.	Date of registration				
4.2.	Registration number				
4.3.	BIN				
4.4.	The body that carried out state registration				
5.	Branches, representative offices				
6.	List of owners of the legal entity (if any) holding 10% or more of shares in the authorized capital (shares, units) with voting rights (with indication of the share, %)				
7.	Whether the legal entity belongs to the members of a group of companies: industrial, banking, financial, holding companies, concerns, associations, public organizations (scheme showing the structure of the group with indication of the share, % of participation in the authorized capitals of the group members, the main activities of the group)				
II TYPES OF LICENSES					
	Type of license	License number	Date of issue	Deadline	Authority issuing the license
1.					
2.					
3.					
III MANAGEMENT AND STAFF					

1.	Members of the Board of Directors (if any) with indication of the Chairman of the Board of Directors; Manager				
2.	Members of the executive body				
	Full name (full name)	Position	Professional qualifications, education	Date and place of birth	Date of appointment
2.1.					
2.2.					
2.3.					
3.	Employee contact persons				
	Authorization of the employee	Full name (full name)	Position	Contacts (phone, e-mail)	
3.1.	Responsible person for holding exchange trading				
3.2.	For questions about payment for services				
3.3.	On technical issues				
3.4.	For questions on completing this questionnaire				
4.	Total number of employees:				
IV REQUIREMENTS					
1.	Current account	Account currency	Settlement organization	Location of the bank	BIC, Qbe
1.1.					
1.2.					
1.3.					
1.4.					
V AUDIT					
	Name of auditor	Location of the auditor		Contacts	
1.					
VI CANDIDATE'S RECORD					
1.	Has your company been involved in litigation?				

2.	Have there been any cases of your company failing to comply with a court order?	
3.	Has your company been sued for bankruptcy or forced liquidation?	
4.	Has your company been subjected to disciplinary measures or administrative liability?	

Director _____ / full name.

m.p.

Date " ____ " _____ 202_.

CONTRACT
on rendering services on organization of exchange trading at JSC Caspy
Commodity Exchange
№

Astana

" ___ " _____ 202 .

Joint Stock Company Caspy Commodity Exchange, hereinafter referred to as the Exchange, represented by _____, President, acting on the basis of the Charter, and **Limited Liability Partnership " _____ "**, hereinafter referred to as "Exchange Member" or "Broker/Dealer", 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 entered into this agreement (hereinafter referred to as the Agreement) 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 compliance 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, and 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, according to the Exchange's internal documents, including information necessary to confirm the Exchange Member's compliance with the requirements imposed on it;

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

2.1.7. to apply sanctions to the Exchange Member for violation of conditions defined by 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 to:*

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. carry out registration of 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 review disputes on exchange transactions executed by the Broker in the Exchange Arbitration of Caspy Commodity Exchange JSC.

2.3 The Exchange member shall have the right:

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

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

2.3.3. execute exchange transactions of purchase and sale of exchange-traded commodities;

2.3.4. receive necessary information from the Exchange;

2.3.5. make proposals on improvement of the Exchange 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 shall:

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. to comply with the terms and standards set forth in this agreement;

2.4.3. to register at least one trader on the Exchange;

2.4.4. to 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. fulfill 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 the 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 performance 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 necessary for formalization of 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. to submit to the Exchange upon its request any documents related to 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 its obligations under the concluded exchange transactions (agreements);

2.4.13. ensure fulfillment by the client of obligations under concluded

2.4.14. exchange transactions (agreements);

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

2.4.16.

2.4.17. to pay exchange fees on executed exchange transactions;

2.4.18. 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 date of the Exchange President's 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 shall be obliged to pay a fee for execution of 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 transfer of funds to the Exchange settlement account.

3.5 If the Exchange member fails to pay the exchange fee within the terms set by item 3.4 of the Agreement. of the Agreement fails to pay the Exchange fee, the Exchange shall have the right to send a corresponding claim to the Exchange Member, including a claim for payment of the 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 bank details specified in this Agreement.

3.7 Expenses on transfer of payments made to the Exchange accounts

3.8 shall be incurred at the expense of the Exchange Member.

3.9 The date of receipt of

3.10 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 laws 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 settled in the exchange arbitration at the Caspy Commodity Exchange JSC.

6. Term of the Contract

6.1 This Agreement shall come into force from the date of its signing by both Parties for an indefinite period of time.

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 term of validity 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 by the Exchange Member with requirements set forth by the laws 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 guarantee each other that they have sufficient authority to conclude this Contract, as well as 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 Agreement, all previous oral or written agreements of the Parties regarding the subject matter and terms of this Agreement 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, it shall not affect 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 this Agreement shall be executed in writing in Russian or Kazakh languages subject to their signing by the authorized representative of the sending Party and shall be sent only to the addresses specified in this Agreement. In case of sending 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 of the relevant document.

7.6 Within the framework of the Contract execution the Parties may 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, 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