

[Participant letterhead]

To: Astana International Exchange Central Securities Depository Limited ("AIX CSD")
55 Mangilik El Avenue, Building 19, Block C3.4
Nur-Sultan, Z05T3D6, Kazakhstan

____/____/20____

INDEMNITY

This Indemnity is made as a deed as of [date] by [name of the secured party/ debtor, accordingly] (the "Participant"),

WHEREBY:

- (A) The security agreement dated [date of the agreement] (the "Security Agreement") has been concluded between [name of the party] and [name of the counterparty],
 - (B) In pursuant of the Security Agreement provisions, the Participant grants (if a debtor) or is to be granted (if for a secured party) a security interest in respect of an Admitted Product ("Security Interest") at the AIX CSD, and accepts all relevant the AIX CSD rules and procedures related to that service (the "Service").
1. By signing this letter the Participant shall indemnify and hold harmless the AIX CSD, its affiliates, and its and their respective directors, officers, employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the AIX CSD arising out of or in connection with any claim made against the AIX CSD by the Participant and/or a third party on arising out of or in connection with the provision of the Services, to the extent that such claim arises out of:
 - i) the breach, negligent performance or failure or delay in the execution of the Security Agreement by any party of the Security Agreement, its employees, agents or subcontractors, or
 - ii) the AIX CSD's proper execution of an instruction of the Participant that is a secured party to enforce a Security Interest in accordance with the AIX CSD Rules and Procedures, regardless of the counterparty's and/or third party's disagreement with the enforcement.
 2. This indemnity shall not cover the AIX CSD to the extent that a claim under it results from the AIX CSD's negligence or wilful misconduct.
 3. If any third party makes a claim, or notifies an intention to make a claim against the AIX CSD that may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**), the AIX CSD shall:
 - i) as soon as reasonably practicable, give written notice of the Claim to the Participant, specifying the nature of the Claim received by it in reasonable detail,
 - ii) be deemed to have given sole authority to the Participant to avoid, dispute, compromise or defend the Claim. The Participant shall not have any right to settle any such Claims without the AIX CSD's prior written approval if such settlement requires the AIX CSD to take any action, refrain from taking any action or admit any liability whatsoever.
 4. If a payment due from the Participant under this indemnity is taxable (whether by way of direct assessment or withholding at source), the AIX CSD shall be entitled to receive from the Participant such amounts as shall ensure that the net receipt, after tax, to the AIX CSD in respect of the payment is the same as it would have been were the payment not taxed.
 5. Nothing in this indemnity shall restrict or limit the AIX CSD's general statutory obligation to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
 6. Liability under this indemnity shall be unlimited. This indemnity shall be additional to the indemnities provided by the Participant under the relevant AIX CSD Participant Agreement.



IN WITNESS WHEREOF, the Participant intending to be legally bound by the terms hereof, has caused this letter of indemnity to be executed as of the date first above written by its officer or other representative duly authorised.

Executed on behalf of

[name of the Participant]

[Signature]

[the Participant signing officer name, title]