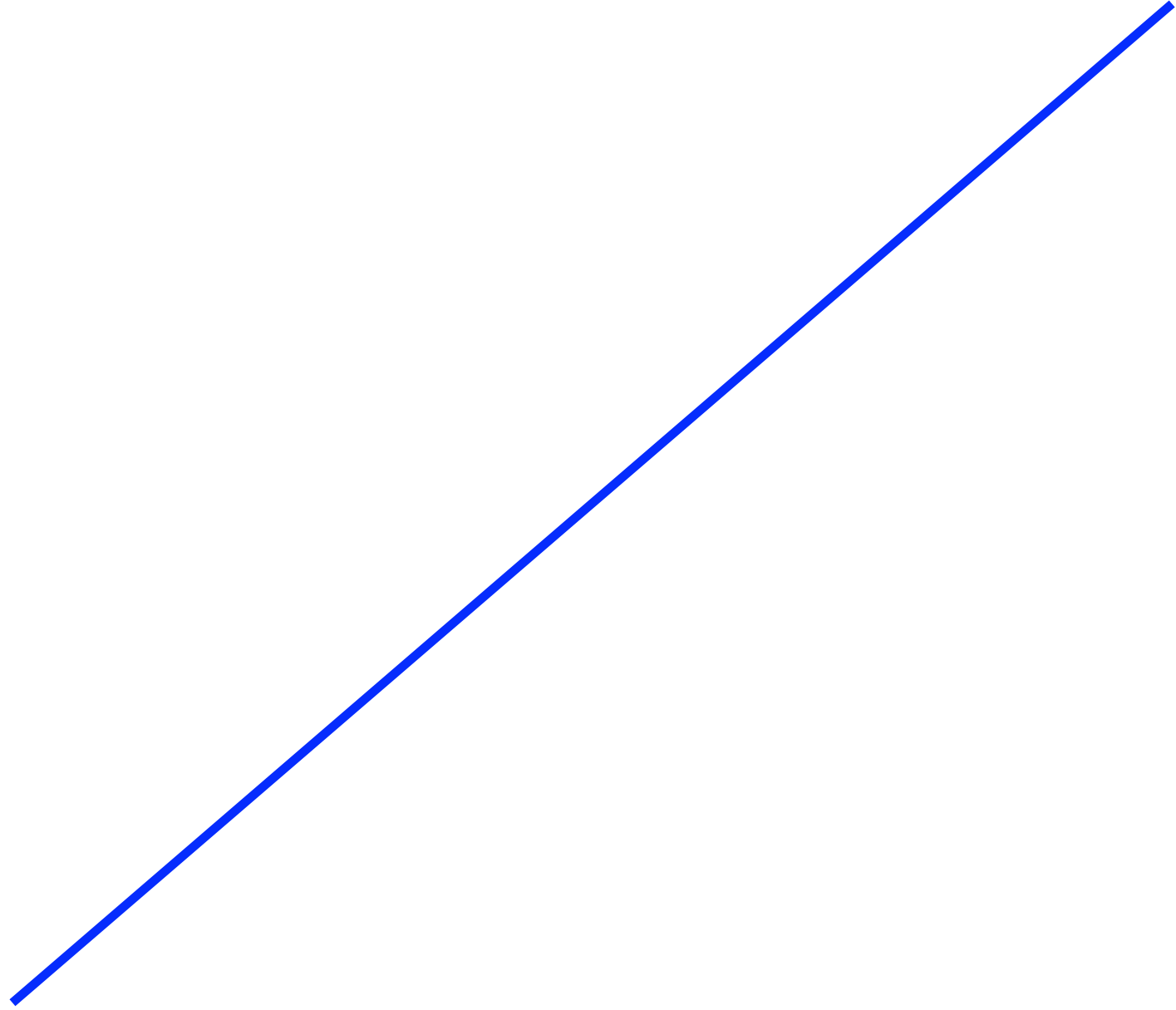


PROCEDURES FOR REGISTRATION OF TRADING CLEARING MEMBERS, CLEARING MEMBERS & SETTLEMENT AGENTS



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Document History

	Date	Description
1.	14/05/2015	First Version Issued
2.		Updates as follows: a. Updated Issue Date and version reference. b. Updated process flow in 3.1(b). c. Amended 3.2.1, 3.2.2, 3.2.3 and 3.2.4.1. d. Clarified 3.2.4.3 and 3.4.2 that minimum of AED50 million collateral value is applicable for both Dubai Clear and ADX markets together with a minimum of AED 2 million per market. e. Inserted 3.2.4.6. f. Updated 3.2.5. g. Inserted 3.2.6 – CM to comply with bank guarantee format prescribed by SCA. h. Added 3.3.1.6. i. Deleted 3.3.2.1. 3.3.2.2 now re-numbered as 3.3.2.1 and also amended as described in (d) above. j. Amended 3.3.4. k. Removed 3.3.5. l. Amended 3.4.2 and 3.4.5. m. Added new 3.4.5.1.4. n. Amended 4.2(b)(iii) regarding format of bank guarantee. o. Updated Section 5 and introduced new Section 6. Previous Section 6 renumbered as Section 7. p. Amended 5.1.2 and 5.2.4 regarding setup of settlement cap by CM for TM. q. Amended one text in Appendix 5. r. Amended Appendix 8 by changing the prescribed bank guarantee format.
3.	11/12/2014	Updated the settlement cap structure of CM and TM in Section 5.2.
4.	01/01/2020	Updated for introduction of Dubai Clear LLC as the CCP.
5.	12/08/2020	Updated for SCA new regulations on licensing clearing members which are licensed custodians.
6.	11/08/2021	a. Expanded list of qualifying applicants to become GCM as per SCA regulation [The Authority's Board of Directors' Decision No. (36/R.M) of 2019 Concerning General Clearing Activity]. b. Updated new bank guarantee format for Appendix 5. c. Removed Appendix 8.



1. Overview

This document describes the operations procedures for Clearing Members (CMs) and for Custodians acting in their capacity as Settlement Agents (SAs) in relation to the implementation of the following regulations:

- 1.1 SCA's Board of Director's Decision No. 27 of 2014 Concerning Brokerage In Securities;
- 1.2 Amendments to SCA's Board of Director's Decision No. 2/R of 2001 Concerning the Regulations as to Trading, Clearing, Settlement, Transfer of Ownership and Custody of Securities.
- 1.3 The Chairman of the SCA Board of Directors' Decision No. (22 / R.M) of 2016 Concerning the Regulation of the Central Clearing Party (CCP) Business; and
- 1.4 The Authority's Board of Directors' Decision No. (36/R.M) of 2019 Concerning General Clearing Activity.



2. Definitions

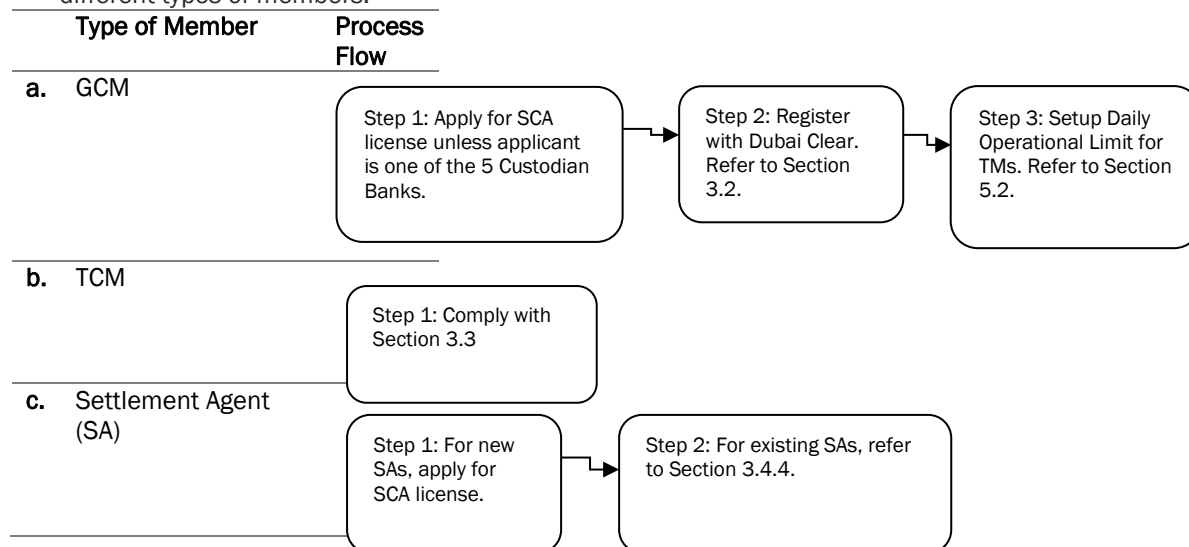
The following are definitions of terminologies used in this document:

ADX	Abu Dhabi Securities Exchange or whatsoever name as may be updated from time to time.
Clearing Member (CM)	The entities which are members in the CCP as per its membership conditions and includes TCMs and GCM
Clearing and settlement operation	The settlement of cash and securities obligations with Dubai Clear in relation to trades executed on the DFM market.
Custodian	A legal person licensed by SCA to practice the custody of securities and refers to custody clients approved by Dubai CSD.
DFM	The Dubai Financial Market, the stock exchange.
DFM CSD	Dubai CSD LLC, the central securities depository company of DFM.
Dubai Clear	Dubai Clear LLC, a subsidiary of the Dubai Financial Market in the UAE offering CCP services herein referred to also as the CCP
DVP Procedure	means all the DVP settlement procedures issued by Dubai Clear to date
Effective Date	the date when SCA regulations becomes effective as determined by SCA
General Clearing Member (GCM)	A CM other than a TCM and clears and settle trades for TMs and/or for the GCM's clients.
SCA	The Securities and Commodities Authority of the UAE.
SCA Regulations	means [i] SCA's Board of Director's Decision No. 27 of 2014 Concerning Brokerage In Securities; [ii] Amendments to SCA's Board of Director's Decision No. 2/R of 2001 Concerning The Regulations As To Trading, Clearing, Settlement, Transfer of Ownership and Custody of Securities and [iii] The Authority's Board of Directors' Decision No. (36/R.M) of 2019 Concerning pg. 4 Procedures For Registration of Trading Clearing Members, Clearing Members & Settlement Agent v.004 General Clearing Member Activity; and [iv] The Chairman of the SCA Board of Directors' Decision No. (22 / R.M) of 2016 Concerning the Regulation of the Central Clearing Party (CCP) Busines..
SD	Settlement date which is 2 market days from trade date ie. T+2.
The CCP	Dubai Clear LLC.
Settlement Agent (SA)	A Custodian licensed by the Authority and approved by the CCP to perform cash and securities settlement activities in favour of the CCP - on behalf of and under authorization from the CM
Trading Member (TM)	A broker licensed to conduct the purchase and/or sell of securities but not licensed to conduct clearing and settlement operations for itself.
Trading Clearing Member (TCM)	means a TM licensed to conduct clearing and settlement operations for trades executed by the TM but not for trades executed by other TMs.
UAE	The United Arab Emirates

3. New Qualifying Requirements

This section explains the procedures in relation to new qualifying requirements for the different types of members. Dubai Clear will publish a list of members by type on its website.

Summary of process flow for regulatory approval. The following is a summary of the regulatory approval process for the different types of members:



3.1 Clearing Member[CM]

- 3.1.1 The following entities may apply for a CM membership with the CCP after the applicant has obtained a license from SCA to conduct general clearing activities:
- 3.1.2 A brokerage company licensed by SCA for trading for its own clients and also clearing trades for its own clients only;
- 3.1.3 A brokerage company licensed by SCA for trading for its own clients and also clearing of trades for its own clients and clients of other Trading Members;
- 3.1.4 A local bank or a branch of a foreign bank licensed to operate in the State and licensed by SCA to practice safe custody of securities;
- 3.1.5 A local bank or a branch of a foreign bank licensed to operate in the State and has the approval of the Authority to carry out clearing and settlement transactions for the account of brokerage companies and their clients. And
- 3.1.6 A foreign clearing member licensed by a regulator in its jurisdiction to conduct general clearing activity and licensed by SCA to practice general clearing activity.
- 3.1.7 Having met the SCA Licensing requirements, the CM applicant must register with the Dubai Clear as CM first before commencing CM operations.
- 3.1.8 The CM applicant must submit the following to Dubai Clear for its registration:
 - 3.1.8.1 Copy of any relevant compliance with SCA's requirements if applicant is not one of the 5 Settlement Agents ;
 - 3.1.8.2 Copy of completed registration form as per format in **Appendix 1**;
 - 3.1.8.3 An amount of Guarantee in such form as determined by the CCP. Guarantee can be either in bank guarantee or cash, or a combination of bank guarantee and cash.
 - 3.1.8.4 For CM applicants conducting Dubai Clear for DVP trades, a completed Payment Undertaking Agreement as per format in **Appendix 2** or a format as may be approved by Dubai Clear.
 - 3.1.8.5 Copy of cash account debiting authorization to the CM applicant's Dubai Clear settlement bank as per format in **Appendix 3**.
- 3.1.9 A CM applicant must not commence operations before Dubai Clear has approved the registration of CM and setup the CM in the Dubai Clear systems.
- 3.1.10 Where the CM applicant submits a bank guarantee for collateral requirements, the bank guarantee must be as per the format in **Appendix 5**.

3.2 Trading Clearing Member[TCM]

- 3.2.1 For new TCMs, submit the following to Dubai Clear:
 - 3.2.1.1 Copy of TCM license issued by SCA;
 - 3.2.1.2 Copy of completed TCM/GCM/Settlement Agent Registration Form as per format in **Appendix 4**;
 - 3.2.1.3 A minimum amount of guarantee in such form as determined by the CCP. Guarantee can be either in bank guarantee or cash, or Securities or a combination of the above.
 - 3.2.1.4 For TCM applicants planning to conduct Dubai Clear for DVP trades, a completed Payment Undertaking Agreement as per format in **Appendix 2**.



- 3.2.1.5 Copy of cash account debiting authorization to the TCM applicant's Dubai Clear settlement bank as per format in **Appendix 3**.
- 3.2.2 For existing Clearing Members who will continue as TCMs, submit the following to Dubai Clear:
 - 3.2.2.1 A minimum of amount of Guarantee in such form as determined by the CCP. Guarantee can be either in bank guarantee or cash, or Securities or a combination of the above.
- 3.2.3 There is no operational impact for existing TCMs in terms of clearing and settlement operations with Dubai Clear for non-Settlement Agent clients.
- 3.2.4 For clients using a Settlement Agent, the clients' cash settlement obligations will be between the Settlement Agent and the TCM subject to terms and conditions agreed between the TCM and the Settlement Agent.

3.3 Custodian Clearing Member[CCM]

- 3.3.1 All existing CCMs will be converted into Settlement Agents(SAs) and will settle all confirmed trades for its custody clients directly with the CCP instead of with CMs and/or TCMs.
- 3.3.2 Dubai Clear may require a minimum collateral comprising cash and/or bank guarantee to be deposited with the CCP.
- 3.3.3 There is no impact to the existing operations of trade settlement
- 3.3.4 Existing SAs who wish to discontinue being an SA and convert to a Custodian must comply with the following:
 - 3.3.4.1 Inform all TCMs/CMs in writing of the SA's intention by providing at least 30 settlement day's notice;
 - 3.3.4.2 Inform Duabi Clear in writing the SA's intention by providing at least 30 settlement day's notice; and
 - 3.3.4.3 The date of the migration from SA to Custodian which must at least be 30 settlement days after notifying Dubai Clear.
- 3.3.5 For new SAs, comply with any SCA Licensing requirements first before applying to register with DFM as SA.
 - 3.3.5.1 Submit the following to Dubai Clear:
 - 3.3.5.1.1 Copy of license issued by SCA;
 - 3.3.5.1.2 Copy of completed TCM/GCM/Custodian Registration Form as per format in **Appendix 4**;
 - 3.3.5.1.3 A minimum of guarantee collateral either in bank guarantee or cash, or a combination of bank guarantee and cash subject to the collateral conditions in Section 4.

3.4 Custodian

A Custodian is permitted to conduct clearing and settlement operations for custody clients as a Settlement Agent(SA) unless the Custodian decides not to settle cash settlement obligations of trades belonging to custody clients directly with DFM. For custody clients of a Custodian, the TCM or the CM will clear and settle trades executed by the custody clients.

- 3.4.1 Where a Custodian conducts clearing and settlement for clients, the Custodian is a SA and Section 3.4 will be applicable.
- 3.4.2 Where a Custodian does not wish to be an SA, the Custodian conducts cash settlement of trades belonging to custody clients with either a TCM or a CM directly in accordance to terms and conditions agreed between both parties.
- 3.4.3 The CCP will not be involved in the clearing and settlement operations between a Custodian and the TCM or CM.
- 3.4.4 For the avoidance of doubt, all DVP settlement procedures issued by DFM and the CCP will be applicable for the settlement of trades of custody clients by the CCP.
- 3.4.5 A Custodian is not required to submit any bank guarantee and/or cash deposit to DFM.
- 3.4.6 For new Custodians, submit the following to DFM CSD:
 - 3.4.6.1 Copy of license issued by SCA;
 - 3.4.6.2 Copy of completed TCM/GCM/Custodian Registration Form as per format in **Appendix 4**.

4. Collateral Conditions

- 4.1 The initial collateral for registration of CM must be in the form of cash and/or bank guarantees. And/or approved securities
- 4.2 The following conditions must be complied with for lodging initial guarantee collateral requirements:

Type of collateral:	a. Cash	b. Bank Guarantee (BG)
Conditions:	<ul style="list-style-type: none"> i. Complete the Guarantee Collateral Cash Deposit Form as per Appendix 6. ii. Ensure the Guarantee Collateral deposit has been transferred or delivered to Dubai Clear. 	<ul style="list-style-type: none"> i. Submit the original BG issued in favour of Dubai Clear. ii. The BG format must be as per SCA format. Please refer to Appendix 5 for sample format. iii. The BG format for existing SAs remains unchanged. iv. For existing Custodians who are SAs and intends to become CMs The BG format as per

		<p>Appendix 5 become applicable. Existing formats must be converted to appendix 5 format.</p> <p>v. For new CMs who are not existing Custodians, please refer to Appendix 5 for the BG format.</p> <p>vi. No changes to the BG format is permitted; Dubai Clear will reject the BG if any changes to the format are made.</p>
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5. Daily Operation Limit (DOL)

Daily Operational Limit (DOL) refers to the trading limit set by Dubai Clear for each GCM/TCM. The DOL value is determined by the value of collateral placed by the GCM of the TM or by the TCM comprising the initial guarantee collateral contributions of the bank guarantee value and/or any cash deposit, and/or any other types of acceptable collateral as may be notified by Dubai Clear from time to time.

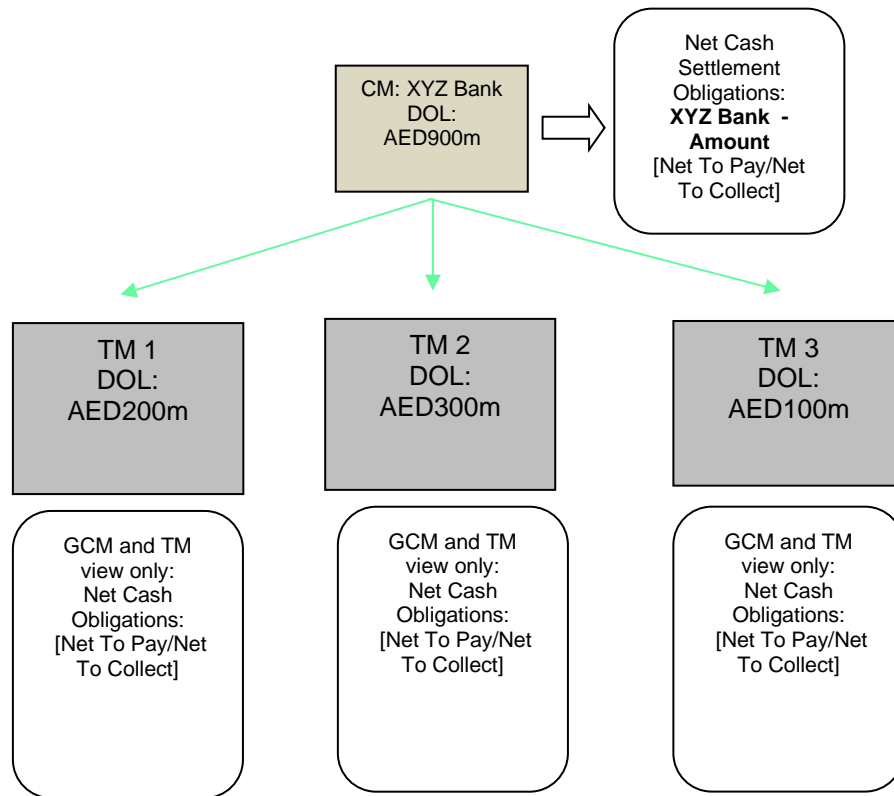
5.1 DOL for TMs

- 5.1.1 A TM must appoint a GCM to conduct clearing and settlement operations for the TM and the GCM must setup a trading limit known as DOL for the TM before Dubai Clear will approve the TM to commence trading.
- 5.1.2 The DOL of each TM is determined by the GCM.
- 5.1.3 Please refer to Section 5.2 below for procedure on how a CM notifies Dubai Clear the DOL for each TM.

5.2 Daily Operational Limit(DOL) for General Clearing Members[GCMs]

- 5.2.1 A GCM may conduct clearing and settlement operations for one or more TMs.
- 5.2.2 Before conducting clearing and settlement operations for TMs, the GCM must submit the following documents to Dubai Clear:
 - 5.2.2.1 Copy of the clearing agreement signed between the GCM and TM or TMs;
 - 5.2.2.2 Copy of the TM's SCA license;
 - 5.2.2.3 Copy of bank guarantee document submitted by TM to SCA.
- 5.2.3 The GCM can update the trading limit for each TM either by completing **Appendix 7** or by writing to Dubai Clear. The existing procedures and turnaround time regarding update of DOL will be applicable.
- 5.2.4 It is the GCM's discretion to determine how its collateral value lodged with Dubai Clear is to be utilized for the setup of DOL for its TMs. It is not mandatory for a GCM to utilize fully its total collateral value for DOL of all its TMs.
- 5.2.5 If the GCM conducts clearing and settlement operations for more than one TM, Dubai Clear will assign the GCM a master trading limit and separate sub-limits for each TM as per the following example:
 - 5.2.5.1 GCM XYZ Bank conducts clearing and settlement for 3 TMs. XYZ Bank provides Dubai Clear a single bank guarantee of AED900 million.

Dubai Clear will setup the GCM - TM relationship as follows:



- 5.2.5.1.1 Each TM under the GCM will have a sub-DOL limit.
- 5.2.5.1.2 XYZ Bank as GCM is not required to physically split the bank guarantee and/or cash deposit or other types of collateral into 3 separate tranches for each of the 3 TMs when lodging collateral with Dubai Clear .
- 5.2.5.1.3 However, the GCM must inform Dubai Clear how the value of total collateral is to be apportioned and applied for each TM[refer to Section 5.2.3].
- 5.2.5.1.4 The cash settlement obligations report will be show 1 cash settlement obligations for CM XYZ Bank.
- 5.2.5.1.5 Dubai Clear’s Equator clearing and settlement system will also show each of the TM’s cash settlement obligations separately for each TM.
- 5.2.5.1.6 The GCM maintains one settlement bank account number with a Dubai Clear settlement bank for the settlement of cash obligations on behalf of the TMs with Dubai Clear.

6 Existing TCMs converting to TMs

- 6.1 An existing Clearing Member that does not meet SCA’s requirements for a TCM and converting to a TM must appoint a GCM which has been duly registered with **Dubai Clear**. The GCM must then setup the DOL for the TM before the TM may continue trading as a TM [refer to Section 5 above].
- 6.2 Refund of Collateral of existing Clearing member:
 - 6.2.1 Dubai Clear will refund any collateral of existing clearing member after receiving No Objection Letter from SCA to refund the collateral to existing clearing member. This is subject to the clearing member not owing any penalties or any pending transaction with Dubai Clear.
 - 6.2.2 For cash collateral, Dubai Clear will refund any cash collateral to the bank account from which the cash originated from.
 - 6.2.3 For bank guarantees, the original bank guarantee[BG] will be returned to the clearing member together with a Dubai Clear confirmation letter addressed to the BG issuing bank indicating Dubai Clear’s consent to release the obligations of the BG issuing bank from the BG.

7 DFM Contact Details

All requests are to be sent by email to: clearing&settlement@dubaiclear.ae



Appendix 1 – Clearing Member Registration Form format

(Letterhead of CM)

CLEARING MEMBER REGISTRATION

CM Applicant Name

Business Telephone No	
Business Facsimile No	
Primary Contact Name	
Office Telephone Contact No	
Mobile Contact Number[Mandatory]:	
Email	
Secondary Contact Name	
Office Telephone Contact No	
Mobile Contact Number[Mandatory]:	
Email	
Group Email Contact for sending official circulars:	
<i>Note: All above details must be completed</i>	

<u>Settlement Bank Account Details</u>	Name of Dubai Clear Settlement Bank:
	Bank Account Number[in full including IBAN]:

1. Name of Authorised Signatory:			
Designation of Authorised Signatory			
Signature:		Date	
2. Name of Authorised Signatory			
Designation of Authorised Signatory			
Signature:		Date	

Operation conditions for signatures:

(Please use a separate sheet if there are more than 2 authorised signatories)

Declaration and Undertaking

I/We:-

- (a) Declare that, I/we, am/are properly authorised to carry out activities relating to clearing and settlement in accordance with the Rules and/or procedures of Dubai Clear.
- (b) Agree, upon approval of this application, to at all times comply with all requirements prescribed by Dubai Clear as contained in the Rules Dubai Clear and/or its procedures.
- (c) Confirm that we have in place an effective and operational framework in compliance with the Anti-Money Laundering regulations of the UAE regulators.

Authorized signature of applicant:

Name of authorized signatory:

(Company Stamp)



Appendix 2 – TCM/CM Payment Undertaking for DVP Trade Settlement

Reference:

Dubai Clear

P.O.Box9700

Dubai, UAE

Subject: Undertaking To Settle Trade Related Transactions For Clients using a Settlement Agent

Dear Sirs,

Reference is made to the registration of [name of Trading Clearing Member or Clearing Member] with Dubai Clear. We shall be fully liable for settlement amounts not paid by the Settlement Agent on each settlement due date, as specified by the Dubai Clear Rules the amount of trades rejected for settlement by the Settlement Agent. An original copy of this undertaking shall be given to the Dubai Clear.

We agree to pay Dubai Clear any amounts not settled by the Settlement Agent without any restriction, condition, reservation, objection or protest of any kind or for any reason, by authorizing Dubai Clear to debit the outstanding amount from our settlement account with the Dubai Clear settlement bank.

We undertake to ensure that our settlement account with the settlement bank shall be adequately funded to settle any trade settlement obligations rejected by the Settlement Agent on each settlement date (T+2) for any trading date.

This undertaking will be valid unless terminated by Dubai Clear.

Signed

Authorized signatory

CC. To

Dubai Clear **Settlement Agent**

P.O.Box

City, UAE

Note: This undertaking letter will apply to TCMs/CMs clearing and settling trades for investors using a Settlement Agent/Settlement Agent Clearing Member approved by Dubai Clear

TCM/GCM's Company Stamp



Appendix 3 – TCM/GCM Bank Account Debit Authorization

Ref: [REF]

Date:

[Name]

[Title]

[Bank]

[POBox]

[City,Country]

Subject: Clearing and Settlement Account

We are pleased to advise you that our company is a Trading Clearing Member/General Clearing Member of Dubai Clear and since you are their Settlement Bank, we currently hold an account with you under the name of:

- Account Name: [Name]
- Account Number: [Number]

The above mentioned account shall serve the purpose of being our nominated clearing and settlement account for our dealings in the Dubai Clear.

Kindly note that you are authorized to accept instructions to debit our above mentioned clearing and settlement account on instructions from the Dubai Clear by any way arranged between yourself and Dubai Clear. These instructions being in relation to our net position of trade on one particular day or for any other arrangement on increase of trade limit with Dubai Clear.

These instructions are valid until further notice from us.

We shall be grateful for your co-operation with us in this matter.

Best Regards

[Name&Title]



Appendix 4 – Trading Clearing Member (TCM)/General Clearing Member (GCM)/Settlement Agent (SA) Registration Form format

(Letterhead of TCM / GCM / SA)

TRADING CLEARING MEMBER / GENERAL CLEARING MEMBER / SETTLEMENT AGENT REGISTRATION

Applicant Type [please tick] :

Trading Clearing Member

General Clearing Member

Settlement Agent

Applicant Name :

Business Telephone No :

Business Facsimile No :

Primary Contact Name :

Office Telephone Contact No:

Mobile Contact Number [Mandatory]:

Email :

Secondary Contact Name :

Office Telephone Contact No :

Mobile Contact Number [Mandatory]:

Email :

Group Email Contact for sending official circulars:

Note: All above details must be completed

[Applicable only to TCM/GCM]

Total Value of Initial DOL: _____

Total value of bank guarantee: _____

Total value of cash deposit [please complete Cash Deposit Form]: _____

Settlement Bank Account Details

Name of Dubai Clear Settlement Bank:

Bank Account Number[in full including IBAN]:

1. Name of Authorised Signatory : _____

Designation of Authorised Signatory : _____

Signature: _____ **Date:** _____



2. Name of Authorised Signatory : _____

Designation of Authorised Signatory : _____

Signature: _____ Date: _____

Operation conditions for signatures:

(Please use a separate sheet if there are more than 2 authorised signatories)

Declaration and Undertaking

I/We:-

- (a) declare that, I/we, am/are properly authorised to carry out activities relating to clearing and settlement in accordance with the Rules and/or procedures of Dubai Clear.
- (b) agree, upon approval of this application, to at all times comply with all requirements prescribed by Dubai Clear as contained in the Rules Dubai Clear and/or its procedures.
- (c) confirm that we have in place an effective and operational framework in compliance with the Anti-Money Laundering regulations of the UAE.

Authorized signature of applicant:

Name of authorized signatory:

(Company Stamp)



Appendix 5 – Dubai Clear Bank Guarantee format [TCM and GCM]

[Letterhead of Issuer Bank]

LETTER OF GUARANTEE

ترويسة البنك المُصدر
خطاب الضمان

تاريخ الإصدار: [إضافة التاريخ من قبل البنك المُصدر]

رقم الضمان: [إضافة الرقم من قبل البنك المُصدر]

Date of Issue: [issuer bank to insert]

Guarantee No: [issuer bank to insert]

To: Dubai Clear LLC
Dubai World Trade Centre
P.O Box 9700
Emirate of Dubai
United Arab of Emirates

إلى: شركة دبي للمقاصة ش.ذ.م.
مركز دبي التجاري العالمي
صندوق بريد 9700
إمارة دبي
الإمارات العربية المتحدة

Amount: AED [issuer bank to insert]

المبلغ: [إضافة الرقم من قبل البنك المُصدر] بالدرهم الإماراتي

Purpose: For Eligible Guarantee in respect of Collateral provided by [insert name of Clearing Member] to Dubai Clear LLC under the terms of the Clearing Membership Agreement.

الغرض: الحصول على ضمان مؤهل فيما يتعلق بالضمان المقدم من [إضافة اسم عضو التقاص] إلى شركة دبي للمقاصة ش.ذ.م بموجب شروط اتفاقية عضوية المقاصة.

1. We, [insert full legal name and address of issuer bank] by this letter, undertake to pay the Dubai Clear without restrictions, reservation, demur or protest – whatever its type or cause – a monetary amount that does not exceed [insert amount of Guarantee here] at the first written request from Dubai Clear at any time to cover any financial demands or any obligations arising from the clearing membership by [insert full legal name of Clearing Member] with Dubai Clear and obligations created under the clearing membership agreement with Dubai Clear and without the need to issue orders, decisions, judicial rulings, or review by the bank of the nature, cause, size, or value of these obligations or request any documents or evidence and without the need of a review or approval by (insert name of Clearing Member), and without any objection or protest by the issuing bank on the reason for the request.

1. نحن، [إضافة الاسم القانوني الكامل وعنوان البنك المُصدر]، وبموجب هذا الخطاب، نتعهد بأن ندفع لشركة دبي للمقاصة دون قيد أو شرط أو تحفظ أو اعتراض أو احتجاج – أيّاً كان نوعه أو سببه – مبلغاً نقدياً لا يتجاوز (....) درهم إماراتي بناء على أول طلب كتابي من شركة دبي للمقاصة في أي وقت لتغطية أي مطالب ماليّة أو أي التزامات تنشأ على عاتق (اسم عضو التقاص) تجاه شركة دبي للمقاصة وتتعلق بالتزاماته بموجب اتفاقية عضوية المقاصة (اتفاقية عضوية المقاصة)، ويكون ذلك بناءً على تقدير شركة دبي للمقاصة ودون الحاجة إلى صدور أوامر أو قرارات أو أحكام قضائية أو مراجعة من البنك لطبيعة أو سبب أو حجم أو قيمة هذه الالتزامات أو طلب أي مستندات أو أدلة ودون الحاجة لمراجعة (اسم عضو التقاص) أو الحصول على موافقته، ودون أي اعتراض أو احتجاج من قبل البنك المُصدر على سبب الطلب.

This Letter of Guarantee is issued in connection with and shall constitute an Eligible Guarantee provided by the Clearing Member as its Collateral as defined in, and pursuant to, the obligations of the Clearing Member under the clearing membership agreement (the "Clearing Membership

يتم إصدار خطاب الضمان هذا فيما يتعلق بالضمان الذي يقدمه عضو التقاص، باعتباره ضماناً مؤهلاً له كما هو محدد في التزامات عضو التقاص بموجب اتفاقية عضوية المقاصة ("اتفاقية عضوية المقاصة")، التي تتضمن قواعد ولوائح



Agreement) incorporating the rules and regulations of Dubai Clear LLC (the "**Clearing House**") between the Clearing Member and the Clearing House.

شركة دبي للمقاصة ش.ذ.م ("المقاصة") بين عضو التفاض ومركز المقاصة.

2. We understand that you may from time to time agree to amendments to, or other variations of, the terms of the Clearing Membership Agreement and our obligations under this Letter of Guarantee, as set out below, will apply notwithstanding any such amendments or other variations or extensions provided that our maximum aggregate liability to you under this Letter of Guarantee shall not exceed AED [issuer bank to insert] (the "**Guarantee Amount**") and that we shall be required to pay claims made by you under this Letter of Guarantee.

2. ندرك أنه يمكنكم من وقت لآخر الموافقة على التعديلات أو التغييرات الأخرى لشروط اتفاقية عضوية المقاصة والتزاماتنا بموجب خطاب الضمان هذا، كما هو موضح أدناه، وستنطبق بغض النظر عن أي تعديلات أو تغييرات أو إضافات أخرى، بشرط ألا يتجاوز الحد الأقصى لتزاماتنا الإجمالية تجاهكم بموجب خطاب الضمان هذا [إضافة المبلغ من قبل البنك المصدر] ("**مبلغ الضمان**") درهم إماراتي، وأنه سوف يكون علينا دفع المطالبات المقدمة من قبلكم بموجب هذا الخطاب.

This Letter of Guarantee shall be valid and effective for one year from the Date of Issue set out above. Unless a written notice of termination is issued by Dubai Clear at least 90 (ninety) days before expiry of the current validity period, this guarantee shall stand automatically renewed for a further period of one year upon the expiry of such period and each period of one year thereafter. This Letter of Guarantee cannot be cancelled without the written consent of Dubai Clear LLC.

خطاب الضمان البنكي هذا صالح و ساري المفعول لمدة سنة ميلادية كاملة من تاريخ الإصدار الموضح أعلاه . ما لم يتم إصدار إشعار خطي بالإنهاء من قبل شركة دبي للمقاصة قبل 90 (تسعين) يوماً على الأقل من انتهاء فترة الصلاحية الحالية، ويجدد هذا الضمان تلقائياً لفترة أخرى مدتها سنة مماثلة وكل فترة سنة واحدة بعد ذلك. ولا يمكن إلغاء هذا الضمان البنكي دون موافقة خطية من شركة دبي للمقاصة.

3. All claims must be presented to us at our office at the below address within our opening hours. Subject to the terms and conditions of this Letter of Guarantee, valid claims will be processed only if presented at our office at the below address or any other address as communicated to you by us in writing:

3. يجب تقديم جميع المطالبات إلينا وفي مكتبنا على العنوان المدون أدناه خلال ساعات العمل الرسمية. وفقاً لشروط وأحكام كتاب الضمان هذا، وسيتم معالجة المطالبات السارية فقط في حال تم تقديمها في مكتبنا على العنوان أدناه أو أي عنوان آخر كما تم إبلاغك به كتابياً.

Address: [issuer bank to insert physical address]
Attention: [issuer bank to insert]
Email: [issuer bank to insert email for submission of Demands]

العنوان: [إضافة العنوان من قبل البنك المصدر] موجه إلى: [إضافة من قبل البنك المصدر] البريد الإلكتروني: [إضافة البريد الإلكتروني لتقديم الطلبات من قبل البنك المصدر]

4. Following presentation to us at the above address of a demand in substantially the form set out in Annex 1 (Form of Demand) hereto (a "**Demand**"), we shall by no later than [twenty-four] hours after the time and date

4. بعد تقديم الطلب إلينا على العنوان الموضح أعلاه في الملحق 1 (نموذج الطلب) بهذه الرسالة ("**الطلب**"), فإننا وفي غضون وقت لا يتجاوز [أربع وعشرين] ساعة من تاريخ تقديم الطلب، سيتم الدفع لكم: أ. مبلغ الطلب و

of presentation of the Demand pay to you the lesser of:

ب. مبلغ الضمان مخصوماً منه المبلغ الإجمالي لأي طلبات تم دفعها من قبلنا بموجب خطاب الضمان هذا.

- a. the amount of the Demand; and
- b. the Guarantee Amount, less the aggregate amount of any Demands which have been paid by us under this Letter of Guarantee.

5. More than one Demand may be presented under this Letter of Guarantee but the maximum aggregate amount payable by us hereunder shall not exceed the Guarantee Amount.

5. يجوز تقديم أكثر من طلب واحد بموجب خطاب الضمان هذا ، على أن لا يتجاوز الحد الأقصى للمبلغ الإجمالي المستحق الدفع من قبلنا مبلغ الضمان بموجب هذه الإتفاقية.

6. Any payment or payments made upon your request against this Letter of Guarantee shall be net and free of any present and future deductions towards payment of any taxes, levies, exactions, duties, expenses, fees, deductions or retentions and such other, regardless of the nature thereof or of the authority levying the same.

6. يجب أن تكون اي مدفوعات او مدفوعات يتم سددها بناء على طلبك مقابل هذا الضمان صافية وخالية من أي خصومات مالية ومستقبلية لدفع أي ضرائب أو رسوم أو مصاريف أو خصومات أو استقطاعات وما الى ذلك بغض النظر عن طبيعتها أو السلطة التي تفرضها.

7. This Letter of Guarantee is a transaction separate from any other on which it may be based.

7. إن خطاب الضمان هذا عبارة عن معاملة منفصلة عن أي معاملة أخرى قد تستند إليها.

This Letter of Guarantee is subject to Uniform Rules for Demand Guarantees (URDG) 2010 Revision, International Chamber of Commerce Publication No 758.

يخضع هذا الخطاب إلى القواعد الموحدة لضمانات الطلب لعام 2010، ومنشور غرفة التجارة الدولية رقم 758.

Signed:

التوقيع:

Name and title:

الاسم والمنصب:

AUTHORISED SIGNATORY

الشخص المفوض بالتوقيع

Issued by

[FULL LEGAL NAME OF ISSUER BANK]

أصدرت من قبل

الاسم القانوني الكامل للبنك المصدر



Appendix 6 - Guarantee Collateral Deposit Form format

GUARANTEE COLLATERAL DEPOSIT FORM

Date: _____

Type of Member *[please tick applicable option]:*

TCM:

GCM:

SA:

Name of Member: _____

Amount of Cash Deposit (AED): _____

Mode of Payment *[please tick applicable option]:*

A. Interbank transfer:

Paid to DFM Bank Account No: 0512063720939 (IBAN: AE200260000512063720939)

with Emirates NBD.

B. Manager's Cheque:

Cheque Number: _____

Authorised Signatories of TCMLGCM/SA:

Signature 1:..... Signature 2:.....



Name and Designation:..... Name and Designation:.....

.....

Company Stamp

FOR DUBAI CLEAR USE ONLY	Dubai Clear:	Date &Time Form Received	Verified by	Approved by
	DFM Finance:	Date &Time Cheque Received:	Received by	



Appendix 7 – Clearing Member Daily Operational Limit (DOL) Allocation Request format

[Letterhead of CM]

CLEARING MEMBER DOL ALLOCATION REQUEST

[for new DOL values or updates of DOL]

Date: _____

Name of Member: _____

Outstanding Value of DOL(AED): _____

Allocation details:

No.	Name of TM and DFM- assigned TM Code	Value of DOL	Effective Date of DOL	Alert Level

Authorised Signatories of CM:

Signature 1:..... Signature 2:.....

Name and Designation:..... Name and Designation:.....

.....

Company Stamp

FOR DUBAI CLEAR's USE ONLY	Dubai Clear:	Date &Time Form Received	Verified by	Approved by
		Updated by:		



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