

Document N° 5:

ANNA GLOBAL PARTNERSHIP AGREEMENT

Subject

In the case that a National Numbering Agency must be established or reorganized, a National Numbering Agency may wish to become an ANNA partner without applying for full ANNA membership.

This document establishes the rights and obligations of ANNA partners, and focuses particularly on the exchange of data and its dissemination by ANNA.

ANNA GLOBAL PARTNERSHIP AGREEMENT BETWEEN

The ASSOCIATION OF NATIONAL NUMBERING AGENCIES
Boulevard Louis Schmidt 29
1040
Bruxelles
Belgique
(Hereinafter referred to as "ANNA")

AND

CJSC "Central Depository"
(Company)

Represented by Director – Mrs. Umeda Rakhmanova
(Name and position of authorized representative)

Address: 38/1 Rudaki ave, Dushanbe Plaza, Section C – 3rd floor,
(Street)

Dushanbe, Republic of Tajikistan
(Post code and city)

Tel: (+992) 904 53 1975, Fax: (+992) 372 27 3493
(Telephone and fax numbers)

u.rakhmanova@csd.tj
(E-mail address)

(Hereinafter referred to as "the MEMBER")

WHEREAS

The members of ANNA are National Numbering Agencies who codify the financial instruments under their responsibility in accordance with the ISO 6166 Standard, as prepared by the Technical Committee of the International Organization for Standardization (ISO). The codification consists of the allocation of an ISIN code and the association of this code with specific information, hereinafter collectively referred to as "the Data".

ANNA has set up the ANNA Service Bureau (ASB) to provide its members with a communication platform with respect to the Data. ASB products are also used to make the Data available to Data Vendors and End Users with whom appropriate contracts have been concluded.

the Republic of Tajikistan
(Jurisdiction)

The PARTNER codifies certain financial instruments issued in its jurisdiction in accordance with the aforesaid ISO 6166 Standard and

wishes to be recognised by ANNA as the National Numbering Agency of the said jurisdiction. The PARTNER is willing to make the Data for which it is responsible available for dissemination by ANNA.

The PARTNER also wishes to receive certain information from ANNA.
**THE PARTIES HEREBY AGREE AND DECLARE
AS FOLLOWS**

Article 1: Recognition as a National Numbering Agency

ANNA hereby recognises the PARTNER as the National Numbering Agency of the jurisdiction in which the head office of the PARTNER is located.

Article 2: Entry on Mailing List

ANNA hereby undertakes and covenants to enter the PARTNER on the ANNA Mailing List.

Article 3: Adherence to the ISO 6166 Standard and ANNA Guidelines hereto

The PARTNER hereby undertakes and covenants that the Data for which it is responsible is codified in accordance with the ISO 6166 Standard and the applicable ANNA Guidelines hereto as in force at any time.

Article 4: Dissemination of Data

4.1 The PARTNER hereby undertakes and covenants to deliver the Data for which it is responsible to ANNA in the manner and at the times prescribed separately by ANNA.

4.2 The PARTNER hereby accepts that ANNA may disseminate any and all of the Data for which the PARTNER is responsible to any and all ANNA members as well as Data Vendors and End Users with which appropriate contracts have been concluded.

4.3 ANNA shall be under no obligation to disseminate any of the Data for which the PARTNER is responsible.

4.4 ANNA shall disseminate the Data by any means or media that it considers expedient.

Article 5: Consideration

The present Agreement is for nil consideration.

Article 6: Duration

The present agreement shall take effect on the first day of the month following the month during which ANNA is able to disseminate the Data for which the PARTNER is responsible.

Article 7: Termination

7.1 ANNA may terminate the present agreement by giving the PARTNER a notice period of thirty days. The PARTNER may terminate the present agreement by giving ANNA a notice period of thirty days.

7.2 Notwithstanding Article 7.1 and without prejudice to the application of the legal causes of dissolution of contracts, the present agreement will automatically terminate with immediate effect if and when ANNA or the PARTNER become the subject of any proceedings under any bankruptcy, insolvency or liquidation law, or law for the relief of debtors, or law otherwise affecting the rights of creditors, or suspends its payment or any other similar proceedings.

Article 8: ANNA's Limits to Liability

Neither ANNA nor any member of ANNA will in any event be liable for any direct or indirect damage or loss which the PARTNER and/or any third parties suffer as a result of ANNA's supply of information to the PARTNER or dissemination of the Data for which the PARTNER is responsible, including but not limited to damage or loss attributable to any delay, incompleteness or inaccuracy in the information or the dissemination of the Data.

Article 9: The PARTNER's Warranties and Limits to Liability

9.1 The PARTNER hereby represents and warrants to ANNA that the PARTNER is recognised in its home country jurisdiction as the National Numbering Agency of that jurisdiction and that the PARTNER has that full corporate power and authority to enter into this agreement and to perform all the obligations to be performed by it hereunder.

9.2 The PARTNER will in no event be liable for any direct or indirect damage or loss suffered by ANNA or any Member of ANNA or any Data Vendor or End User as a result of ANNA's dissemination of the Data for which the PARTNER is responsible, including but not limited to damage or loss attributable to any delay, incompleteness or inaccuracy in the information or the dissemination of the Data.

Article 10: Force Majeure

10.1 If the performance of any of the obligations under this agreement is prevented, restricted or interfered with by cause of fire, storm, explosion, flood, earthquake, war, rebellion or other casualty or accident, shortage of materials, shortage of power, breakdown of communication lines, labour dispute, law, act, rule, regulation, order, decision, or directive of any competent government or any other authority or agent thereof, or any other act or condition whatsoever beyond the reasonable control of ANNA or the PARTNER, the party so affected shall upon giving prompt notice to the other party, be excused from such performance without liability for indemnification for the period during which the above causes of prevention, restriction or interference exist.

10.2 To the extent that the aforesaid causes of non-performance are avoidable or removable, the Party affected thereby shall take all reasonable and practicable steps to effect such avoidance or removal of the said causes and complete performance of this agreement.

Article 11: Applicable Law

The present agreement will be governed and construed in accordance with Belgian law.

Article 12: Arbitration

12.1 Any dispute, controversy or claim arising out of or relating to the present agreement or the breach termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

12.2 ANNA and the PARTNER shall each appoint one arbitrator whereupon the two thus appointed choose and appoint a third arbitrator who will act as the presiding arbitrator. Should one or both parties fail to appoint an arbitrator or should the two party-appointed arbitrators be unable to reach a consensus as to the third arbitrator, then appointment of any and all vacant arbitrator posts will be realised by the Leader of the Barristers attached to the Supreme Court of Belgium. The place of arbitration will be Brussels, Belgium.

12.3 The language to be used during the arbitration proceedings shall be English. The decision of the arbitrators shall be pronounced as a last resort.

Article 13: Miscellaneous

13.1 The PARTNER acknowledges to have received and read the present agreement and accepts the terms and conditions prescribed therein. The PARTNER acknowledges that this agreement constitute the complete contract concluded by the parties as far as the supply of the agreed services and the dissemination of the Data is concerned and that it supplants and cancels all previous verbal or written agreements and arrangements between parties with respect to the subject matter of this agreement.

13.2 Unless prescribed otherwise in the present agreement, any amendment of this agreement shall require the written consent of both parties thereto.

13.3 Any and all information relating to the Data for which the PARTNER is responsible is confidential and may only be distributed, disclosed or otherwise communicated to any third party if the said communication is pursuant to ANNA's dissemination of the Data according to the provisions of Article 4.

13.4 Any and all information other than that relating to the Data, which concerns or belongs to one party and which in any way comes

to the knowledge of the other party shall be treated as confidential insofar as the said information would be treated as confidential if it concerned or belonged to the latter mentioned party. Both parties shall take all reasonable and practicable steps to prevent the distribution, disclosure or other communication of the aforesaid information to any third parties.

13.5 The obligations of Articles 13.3 and 13.4 shall survive the termination of this Agreement.

13.6 ANNA and the PARTNER hereby represent and warrant that they are independent contractors acting as respectively the supplier or receiver of certain services of this partnership agreement and nothing in this agreement shall therefore be construed or used to infer or imply that an agency, joint venture or other similar arrangement exists between the parties.

13.7 Any notice required or permitted under this agreement shall be deemed sufficiently given by either of the parties to the other party if such notice is in writing and personally delivered or sent by registered letter or if internationally by airmail to the following addresses for the attention of the following persons:

If to ANNA:

Uwe Meyer
ANNA Secretariat
Herausbergemeinschaft WERTPAPIER-MITTEILUNGEN Keppler,
Lehmann GmbH & CO. KG

For and on behalf of ANNA

P. DANIEL KUNDEL
Name of signatory (please print)

ANNA CHAIRMAN
Title (please print)

MALTA 24-05-2017
Signed at on

[Signature]
Signature

For and on behalf of PARTNER

Mrs. Umeda Rakhmanova

Name of signatory (please print)

Director, CJSC "Central Depository"

Title (please print)

Dushanbe 27/01/2017
Signed at on

[Signature]
Signature

Duesseldorfer Str. 16
60329 Frankfurt am Main
Germany
Phone: +49 69 27 32 226 E -
Mail: u.meyer@wmdaten.com If
to PARTNER:

Mrs. Umeda Rakhmanova
Director, CJSC "Central Depository"
Dushanbe, Republic of Tajikistan
38/1 Rudaki ave, Dushanbe Plaza, Section C – 3rd floor,
Tel: (+992) 904 53 1975, Fax: (+992) 372 27 3493
Mail: u.rakhmanova@csd.tj

or to any such addresses for the attention of such persons as the parties shall communicate to each from time to time, and shall be deemed to be received on the date falling three days after the date on which the communication was mailed.

13.8 The PARTNER agrees to implement any other standards accepted by ANNA's General Meeting pursuant to Article 3.a.(l) of its Articles of Association from time to time. ANNA Secretariat has informed the PARTNER accordingly about the standards in force at the time of signature. If the PARTNER is despite using its best efforts – not capable to implement a standard directly, the ANNA Board shall be authorized to grant a transition period where required. For the implementation of those other standards the articles of this PARTNERSHIP AGREEMENT shall apply accordingly.

Uwe Meyer
Name of signatory (please print)
Executive Director, ANNA Secret.
Title (please print)

MALTA 24-05-2017
Signed at on

[Signature]
Signature

Ms. Marjona Kabirova

Name of signatory (please print)

Chief

accountant, CJSC "Central Depository"

Title (please print)

Dushanbe 27/01/2017
Signed at on

[Signature]
Signature