

# Instruction Sheet for Submitting Sureties and Additional Guarantees

Last update date: 12/03/2014

## 1 INTRODUCTION.

Those participants whose required PNM (Minimum Net Worth in its Spanish initials) is a variable amount shall be able to hedge the difference between the Net Worth and the variable amount with sureties or additional guarantees in accordance with the regulations currently in force.

## 2 REQUIRED DOCUMENTATION.

1. **Surety or Instruction Note indicating the transfer of collateral** based on templates posted by Argentina Clearing, with certified and authenticated signatures, if appropriate (Annex I and Annex II, respectively).
2. **Note certifying the guarantor's holding in the ALyC's share capital** pursuant to regulations currently in force.
3. **Affidavit of Personal Property and Income**, in the case of natural persons; or last annual Financial Statements signed by accountant with the signature being certified by the Professional Council in Economic Sciences from the corresponding jurisdiction, in the case of legal persons.
4. **Note stating the complete ownership of the asset** offered as collateral with certified and authenticated signatures, in the case of additional guarantees. If the provider of the additional guarantee is a legal person, the note must be signed by two legal representatives of the company.

### 3 ANNEXES

#### 3.1 ANNEX I: SURETY TEMPLATE

Messrs. Argentina Clearing S.A.

Dear Sirs,

By means of the present letter and at the request of (ALyC's registered name), CUIT no....., setting up special domicile for purposes herein at ....., in the city of....., Province of....., Argentina, represented by.....ID no....., in its capacity as ,.....; the..... (hereinafter the GUARANTOR), CUIT no.....setting up special domicile at .....in the city of ....., Province of....., Argentina, becomes as of this date joint and several co-debtor and main payer, up to a maximum amount of ARS \$..... to ensure proper compliance with the obligations arising from the Internal Rulebook and other regulation laid down by the Clearing House, which the Guarantor declares to know and accept until the expiry of the surety validity period.

Likewise, the Guarantor renounces the benefits of taking prior legal action against the guaranteed debtor, the benefits of excussion and division of property belonging to the main debtor and to oppose another defense or exemption other than that of the documented payment, nor objecting without apparent reason or institute proceedings against the sentence delivered, especially an appeal.

Therefore, upon request of payment made by Argentina Clearing S.A. by simply submitting to the GUARANTOR, at its special domicile stated above, "Template A" note, which is added herewith as integral part, the GUARANTOR shall pay without notice or protest, on demand and within the following 5 business days after its submission to Argentina Clearing S.A., crediting its Current Account in Pesos no. ....with (Bank).....Branch no....., the monies claimed up to the maximum amount of the obligation stated above, without need of taking any prior legal action, protest or judicial and extrajudicial intervention. In case the joint and several co-debtor GUARANTOR is in disagreement with the claimed monies or considers that it is entitled to question such amount, in view of the functional requirements of operating markets, where the lack of liquidity and the non-settlement of trades may paralyze trading activities, the GUARANTOR undertakes first to pay the claimed monies by the means stated above and discuss its right and possible reimbursement at a later date.

The present Surety is valid until ..... inclusive (one year), expiring at 12:00 p.m. of that same day.

Taxes, stamps and/or encumbrances levied on this document shall be paid by the surety grantor.

For any disputes arising out of the execution, application or interpretation hereof, the parties agree on the jurisdiction of the General Arbitration Commission of the Rosario Board of Trade.

In the city of ....., on the ..... day of ..... 20.....

Signature and print name of GUARANTOR (\*)

*(\*) The GUARANTOR's signature shall be certified and authenticated by the Public Notaries Association of the corresponding jurisdiction.*

TEMPLATE A NOTE:

REQUEST OF PAYMENT

Date .....

Messrs.....

Domicile:

According to surety issued on..... .., at the request of ..... (ALyC's registered name), and not having complied the main debtor with the obligations secured therein, we request that you credit the amount of ARS \$.....in our Current Account in Pesos no....., with.....(Bank)..., Branch no.....,

Sincerely,

### 3.2 ANNEX II: ORDER FOR THE TRANSFER OF ASSETS TO THE FGOMC (Clearing Member's Obligations Guarantee Fund).

Mr./Registered Name .....(Guarantor's name), ID/CUIT no....., represented in this act by Mr. ...., ID no. ...., in its capacity as ....., domiciled at.....in the city of....., Province of..... hereby declares to be the owner of the assets that are detailed below:.....

Guarantor is made aware that listed assets shall be allocated for meeting the Minimum Net Worth in accordance with regulations currently in force and for ensuring the proper compliance with obligations undertaken by the Clearing and Settlement Agent (ALyC in its Spanish initials) ....., (hereinafter the ALyC) arising from the Internal Rulebook and other regulation laid down by the Clearing House, which the Guarantor declares to know and accept.

Therefore, the ALyC transfers such assets so that they are included as additional guarantees (hereinafter, the "Guarantees") for proprietary trades and/or third-party trades registered in its account with Argentina Clearing, with the instruction that they are transferred as trust property to the Clearing Member's Obligations Guarantee Trust, whose beneficiary is the Clearing House.

Likewise, the ALyC declares to know and accept that the Guarantees transferred to the Clearing Member Trades Guarantee Trust shall be deposited with financial entities selected by the ALyC and they shall be exposed to the contingencies that may affect the financial system in general or a particular entity, which might result in the delay or the impossibility of recovering the assets.

The ACyL declares to understand that the Guarantees to be deposited shall be subject to the provisions of the Internal Rulebook, Title VI, Chapters I and II referred to the non-performance by the clearing member and the execution of guarantees in case of default.

Guarantees may be replaced by other instrument(s) and/or assets accepted as collateral by the Clearing House, provided that they comply with requirements and conditions stipulated in regulations currently in force.

In the city of ....., on the ..... day of ..... 20.....

Signature, print name and ID no. of Guarantor (\*)

*(\*) The signature shall be certified and authenticated by the Public Notaries Association of the corresponding jurisdiction.*