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GENERAL TERMS AND CONDITIONS for the Provision of Services


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Handwritten signatures and dates in blue ink.

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1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply to this PURCHASE CONTRACT:

Customer	is a physical or legal person interested in the performance of the work by the contractor, the provision of services by him or the purchase from the seller of any product (in a broad sense)
Customer groups	a) means: CUSTOMER and its AFFILIATES; b) directors, officers, employees, consultants, advisers and attorneys of any person listed in this definition
Contractor	is an individual or organization that performs certain work for the customer. The Contractor shall work under a contract according to which he shall hand over the work to the Customer, and the Customer shall accept and pay for it in a predetermined amount.
Contractor group	means: a) CONTRACTOR and its AFFILIATES; companies participating in any joint venture with CONTRACTOR and providing SERVICES; b) SUBCONTRACTORS; and directors, officers, employees, consultants, advisers and attorneys of any legal entity listed in this definition.
Process owner	means the CUSTOMER's officer who has at his disposal the personnel, infrastructure, software, process information, manages the process and is responsible for the results and effectiveness of the process.
Affiliate	means in relation to any legal entity, a legal entity which directly or indirectly controls, or which is directly or indirectly controlled by, or which is directly or indirectly under common control of another legal entity. For the purpose of this definition a legal entity is: a) directly controlled by another legal entity if such other legal entity legally or beneficially owns shares or any other form of ownership interest carrying more than fifty percent (50%) of the votes exercisable at a general meeting of the first mentioned legal entity or representing more than fifty percent (50%) of the capital of the first mentioned legal entity, and b) indirectly controlled by a legal entity ("the parent legal entity") if a series of legal entities, beginning with the parent legal entity and ending with the first mentioned legal entity, are so related that each legal entity of the series, except the parent legal entity, is directly controlled by one or more of the legal entities earlier in the series.
Anti-bribery laws	means all applicable national and international laws and legislation prohibiting bribery and corruption.
Applicable law	any treaty, law, decree, order, regulation, decision or other document that has legal force according to the terms of any system of law, including, without limitation, the laws of England and Wales, Kazakhstan law, the laws of any other state or any political division thereof or international law, and which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this CONTRACT or any activity contemplated or carried out under this CONTRACT.
Company materials	means any equipment, materials and items to be supplied to CONTRACTOR by COMPANY.
Company representative	means a person appointed by COMPANY.
Contract currency	means the currency specified in the CONTRACT.
Contract price	means the amounts payable to CONTRACTOR for the satisfactory performance by CONTRACTOR of its obligations in accordance with the provisions of this CONTRACT.

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Contractor materials	means any equipment, materials and items owned, used or operated by CONTRACTOR in connection with the performance of the SERVICES.
Contractor personnel	means the persons to be provided by CONTRACTOR in connection with the performance of the SERVICES, including personnel of SUBCONTRACTORS.
Effective date	means the date when the CONTRACT comes into force as specified in the FORM OF AGREEMENT.
Event of default	has the meaning set out in this CONTRACT
Force majeure	means in respect of either PARTY, any event or occurrence whatsoever beyond the reasonable control of that PARTY, which delays, prevents or hinders that PARTY from performing any obligation imposed upon that PARTY under this CONTRACT, including to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, by way of example only: war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those of only CONTRACTOR GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.
Gross negligence	means the reckless disregard for harmful, avoidable and reasonably foreseeable consequences.
Kazakhstan licensing and permitting law	means any and all laws, resolutions, orders, regulations or other legislation governing licensing and permitting activities in, or impacting upon, the Republic of Kazakhstan, as such legislation may be amended or replaced from time to time.
National materials and services	means products and materials manufactured, assembled or supplied, or services provided, in each case from within the territory of the Republic of Kazakhstan by (a) any local governmental authority or (b) any enterprise at least fifty per cent (50%) of the equity of which is held directly or indirectly by one or more local government authorities or natural persons who are citizens of the Republic of Kazakhstan.
Non-national materials and services	means products, materials and services that are not NATIONAL MATERIALS AND SERVICES.
Party	means either COMPANY or CONTRACTOR and the expression "PARTIES" shall be construed accordingly.
Purchase order	means COMPANY's written purchase order issued to CONTRACTOR in accordance with this CONTRACT.
Services	means the services to be performed or procured and all the obligations to be complied with by CONTRACTOR for COMPANY pursuant to this CONTRACT
Subcontractor	means any person with whom CONTRACTOR has entered into any contract to perform any part of the SERVICES, or to provide any materials to or on behalf of CONTRACTOR, including any person at any tier with whom any SUBCONTRACTOR has further contracted any part of the SERVICES, and their legal successors and assigns.
Taxes	means any tax, national or local, imposed in relation to the performance of this CONTRACT by any authority empowered to levy taxes, whether in the Republic of Kazakhstan or elsewhere, including, but not limited to, profit tax, excess profit tax, withholding tax, income tax (whether in relation to physical or legal persons), value added tax, capital gains tax, duty, including all customs duties and fees and all import and export taxes and duties, tariffs, transport tax, vehicle tax, sales tax or other ad valorem or consumption tax, stamp duty, equity or capital stock tax, foreign exchange tax, commission fee or duty, employee social security contributions, social welfare costs or taxes, payroll and employment taxes, registration duties or taxes, environmental taxes or payments, any levy, fixed rental payment or any other rental or real estate tax including land lease payments, land tax and land use compensation payment, impost, charge, fee or compulsory contribution, penalty, fine, or interest for late payment.

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Third party means any person other than a member of COMPANY GROUP or CONTRACTOR GROUP.

Wilful misconduct means the wilful disregard for harmful, avoidable and reasonably foreseeable consequences.

- 1.2 General or special conditions of contract contained in any of CONTRACTOR's price lists, invoices, tickets, receipts or other documents presented to COMPANY or made a part of this CONTRACT by reference are null and void.
- 1.3 Words importing the singular include the plural and vice versa where the context so requires.
- 1.4 Words denoting the masculine gender include the feminine gender and vice versa where the context so requires.
- 1.5 The titles of Articles and headings in this CONTRACT are for convenience only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this CONTRACT.
- 1.6 References to Articles and Schedules are references to Articles and Schedules in this CONTRACT.
- 1.7 This CONTRACT shall be prepared and signed in English and Russian languages. In the event of any conflict and/or discrepancy between the versions of this CONTRACT, the English version shall prevail.
- 1.8 Unless specifically stated otherwise, all references to days shall mean calendar days.
- 1.9 References to any law, statute, regulation, statutory instrument, rule, code of practice or guideline shall include all amendments or re-enactments thereof for the time being in force.

2 REPRESENTATIVES OF THE PARTIES

- 2.1 COMPANY shall by notice in writing appoint COMPANY REPRESENTATIVE who has the authority and power to act for and on behalf of COMPANY in connection with this CONTRACT.
- 2.2 COMPANY REPRESENTATIVE shall notify CONTRACTOR of information, instructions and decisions COMPANY made in connection with the performance of the CONTRACT and except as otherwise stated in this CONTRACT, only COMPANY REPRESENTATIVE shall be authorized to receive on behalf of COMPANY notifications, information and decisions of CONTRACTOR under the provisions of the CONTRACT.
- 2.3 CONTRACTOR shall by notice in writing appoint CONTRACTOR REPRESENTATIVE who shall be a suitably experienced, qualified and capable professional and have the authority and power to act for and on behalf of CONTRACTOR in connection with this CONTRACT.
- 2.4 The presence of COMPANY REPRESENTATIVE, or any directions given by COMPANY or COMPANY REPRESENTATIVE, shall not relieve CONTRACTOR of its duties and responsibilities under this CONTRACT.
- 2.5 Either PARTY may change its respective representative at any time at its sole discretion by notice in writing to the other PARTY.
- 2.6 Neither COMPANY REPRESENTATIVE nor CONTRACTOR REPRESENTATIVE shall be empowered to change, alter or vary the terms and conditions of this CONTRACT or to waive any of the rights, duties and liabilities of the PARTIES.

3 INDEPENDENT CONTRACTOR

- 3.1 CONTRACTOR shall perform this CONTRACT as an independent contractor, subject to COMPANY's right to give general directions and to inspect as specifically set out in this CONTRACT. The relationship between COMPANY and CONTRACTOR shall not be that of principal and agent, or employer and employee, or partners except where COMPANY specifically authorises CONTRACTOR in writing to act as agent for COMPANY.
- 3.2 CONTRACTOR shall have complete and exclusive control of, and liability for, the entire performance, operation, management and direction of the SERVICES, CONTRACTOR PERSONNEL and SUBCONTRACTORS.

4 HEALTH, SAFETY, SECURITY AND ENVIRONMENT

- 4.1 CONTRACTOR shall apply, and shall ensure that its SUBCONTRACTORS shall apply, proactive health, safety, environmental and security management systems and risk management processes in accordance with INTERNATIONAL GOOD OIL FIELD PRACTICE, and shall comply with HSSE Schedule] and other terms of the CONTRACT, any other applicable health and safety standards, codes and regulations issued by COMPANY, COMPANY's contractors with responsibility over the AREA OF OPERATIONS or any relevant authority or professional entity. If such standards, codes or regulations do not adequately protect against

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hazards arising from the SERVICES, CONTRACTOR shall adopt appropriate practices to protect against such hazards.

- 4.2 CONTRACTOR shall take all reasonable steps to protect the environment and to avoid damage or nuisance to any person or the property of any person resulting from the SERVICES and shall not, under any circumstances, cause or permit, in connection with the SERVICES, the discharge, emission or release of any hazardous material in excess of limits established by APPLICABLE LAW.
- 4.3 Upon COMPANY determining, in its sole discretion, that an emergency situation has arisen out of or in connection with this CONTRACT, CONTRACTOR shall enable COMPANY to assume control of any and all SERVICES necessary in COMPANY's sole discretion to contain and end the emergency situation.
- 4.4 CONTRACTOR shall promptly furnish COMPANY reports of any accident/incident involving CONTRACTOR PERSONNEL or CONTRACTOR MATERIALS connected with the SERVICES.
- 4.5 Unless APPROVED, the use, possession, sale or distribution of firearms, explosives, other life-threatening devices is strictly prohibited on COMPANY GROUP premises or whilst performing the SERVICES.
- 4.6 CONTRACTOR is responsible for ensuring the security of all CONTRACTOR PERSONNEL, CONTRACTOR MATERIALS and all equipment, machinery, tools, goods, stores under its and SUBCONTRACTORS' care and control.
- 4.7 CONTRACTOR shall have, and shall comply with, security arrangements that comply with COMPANY policies and procedures in place for CONTRACTOR PERSONNEL whilst travelling to/from and between work-sites, at places of lodging or whilst off-duty.
- 4.8 CONTRACTOR shall ensure that COMPANY is entitled to carry out reasonable searches of CONTRACTOR PERSONNEL, their personal effects and vehicles upon entry to, or leaving from, COMPANY premises. Refusal to allow a search or violation by any CONTRACTOR PERSONNEL of any requirements of COMPANY in respect thereof shall be grounds for refusal onto COMPANY premises and entitle COMPANY to require CONTRACTOR to replace immediately such CONTRACTOR PERSONNEL.
- 4.9 COMPANY may from time to time, impose movement restrictions upon CONTRACTOR and CONTRACTOR PERSONNEL if required to ensure the safety of persons, property and the environment.
- 4.10 CONTRACTOR shall comply with, and shall ensure that CONTRACTOR PERSONNEL and SUBCONTRACTORS shall comply with COMPANY's substance abuse policy and hereby indemnifies, undertakes to keep COMPANY indemnified from and guarantees reimbursement to COMPANY against all claims, liabilities, demands, actions, costs and expenses whatsoever (including legal costs) arising out of or in connection with any breach of this Article by any member of CONTRACTOR GROUP. CONTRACTOR shall ensure that where any CONTRACTOR PERSONNEL observe or become aware of practices that are not in compliance with this Article 5, such CONTRACTOR PERSONNEL shall notify COMPANY of such practice and CONTRACTOR shall direct that such practices be corrected so as to comply with this Article 5.
- 4.11 Where CONTRACTOR PERSONNEL are directed by COMPANY to correct any practice so as to comply with this Article 5, CONTRACTOR PERSONNEL shall immediately comply.
- 4.12 If COMPANY deems, in its sole discretion, that any member of CONTRACTOR GROUP is performing the SERVICES in contravention of the terms of this CONTRACT and such performance poses an actual or potential danger to any person, asset, the environment or reputation of COMPANY, or following an instruction from a state body having authority to control compliance with the APPLICABLE LAW, COMPANY may immediately instruct CONTRACTOR (verbally or in writing) to suspend the performance of the SERVICES (or any part thereof) and CONTRACTOR shall immediately comply and make safe the relevant part of the SERVICES.
- 4.13 COMPANY shall confirm in writing its instruction made under Article 5.12 as soon as practically possible thereafter providing reasons for the suspension and CONTRACTOR shall remedy the contravention notified within the period of time stated by COMPANY in writing and mitigate all risks before re-commencing the suspended work. Notwithstanding Article 15.8, COMPANY shall not be liable for any delay or cost caused to CONTRACTOR by the suspension, including but not limited to any rectification of the contravention or restart.
- 4.14 In the event that CONTRACTOR fails to remedy a contravention within the period of time notified by COMPANY under Article 5.13, COMPANY may, in its sole and exclusive discretion, either (i) terminate the CONTRACT for reason of material default pursuant to Article 15 or (ii) provide in writing to the CONTRACTOR additional time and/or requirements for the remedy; or (iii) perform itself or have others perform the remedial actions COMPANY believes are required in which case CONTRACTOR shall be liable for all costs incurred as a result of performing such actions which COMPANY may recover by set-off or as a debt. COMPANY reserves the right to suspend the execution of the SERVICES until contraventions are corrected and all corrective actions implemented to COMPANY's satisfaction.
- 4.15 CONTRACTOR undertakes to ensure that each of its SUBCONTRACTORS accepts the obligations set out in this Article 5.

5 COMPLIANCE WITH LAW / PERMITS

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- 5.1 CONTRACTOR shall comply with, and shall ensure that its SUBCONTRACTORS comply with, all APPLICABLE LAW and specifically with KAZAKHSTAN LICENSING AND PERMITTING LAW and (whether APPLICABLE LAW or not) ANTI-BRIBERY LAWS and CONTRACTOR shall be liable for and shall guarantee reimbursement to COMPANY GROUP and hereby provides guaranteed reimbursement, indemnifies and undertakes to keep COMPANY GROUP indemnified from and against all claims, liabilities, demands, actions, costs and expenses whatsoever (including legal costs) arising out of or in connection with any breach by any member of CONTRACTOR GROUP thereof.
- 5.2 CONTRACTOR shall, at its own cost, obtain and maintain for the duration of the CONTRACT all licenses, permits, consents and authorisations necessary to perform this CONTRACT in accordance with its terms and APPLICABLE LAW and, shall, when so instructed by COMPANY, assist in obtaining any licences, permits, consents and authorisations related to the CONTRACT.
- 5.3 CONTRACTOR shall notify COMPANY immediately of any proposed or actual stoppage of work, industrial disputes or other matters affecting or likely to affect the carrying out or completion of the SERVICES.
- 5.4 CONTRACTOR shall immediately bring to COMPANY's attention any matter which appears to be in error or ambiguous or in conflict with APPLICABLE LAW and COMPANY shall not be liable for any costs of a failure by CONTRACTOR so to do.
- 5.5 (a) COMPANY may in the course of the CONTRACT provide CONTRACTOR with personal data of an individual ("Personal Data"). Any processing by CONTRACTOR of such Personal Data will be done in accordance with this CONTRACT and APPLICABLE LAW, including, but not limited to, using Personal Data only for the purpose of providing the SERVICES under the CONTRACT and ensuring due protection of Personal Data.
- (b) CONTRACTOR will keep Personal Data confidential and take appropriate technical, physical and organizational security measures to protect Personal Data against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. COMPANY has the right to review the adequacy of such measures taken by CONTRACTOR.
- (c) CONTRACTOR will promptly inform COMPANY of any actual or suspected security breach involving Personal Data. CONTRACTOR must take adequate remedial measures as soon as possible and must promptly provide COMPANY with all the relevant information and assistance as requested by COMPANY regarding the actual or suspected security breach. Unless CONTRACTOR is prohibited by law from doing so, CONTRACTOR shall inform COMPANY as soon as possible if a public authority demands the access to Personal Data.

6 TAXES

- 6.1 CONTRACTOR shall bear and be liable for all TAXES and shall, at its expense, pay all TAXES in accordance with APPLICABLE LAW whether related directly or indirectly to this CONTRACT and CONTRACTOR hereby defends, provides guaranteed reimbursement, indemnifies and holds harmless COMPANY from and against all claims, liabilities, demands, actions, costs and expenses whatsoever (including legal costs) arising out of or in connection with any assessment or levy made in respect of all or any of the aforesaid TAXES.
- 6.2 If CONTRACTOR is a legal entity registered as the Republic of Kazakhstan taxpayer, CONTRACTOR shall provide COMPANY with its business identification number and details of which state revenue authority it is registered with. In this event, CONTRACTOR's tax invoices shall be issued by CONTRACTOR's registered branch or representative office (or other permanent establishment) inside the Republic of Kazakhstan and in accordance with the respective provisions of APPLICABLE LAW.
- 6.3 CONTRACTOR shall charge COMPANY VAT on all GOODS and SERVICES under this CONTRACT at the relevant rate under APPLICABLE LAW.
- COMPANY shall have a right to notify CONTRACTOR in writing, if upon inspection the state revenue authority recognizes that the respective turnover on which COMPANY paid to CONTRACTOR any amount of VAT under this CONTRACT is non-taxable turnover or exempted turnover.
- Within thirty (30) days from the date of such COMPANY's written notice, (i) in case the tax authority recognizes the respective turnover is non-taxable turnover: CONTRACTOR shall cancel the respective tax invoices paid by COMPANY; (ii) in case the tax authority recognizes that the respective turnover is exempted turnover: CONTRACTOR shall correct accordingly the respective tax invoices paid by COMPANY; and in both cases (i) and (ii) CONTRACTOR shall return to COMPANY the amount of VAT which COMPANY paid to CONTRACTOR on such turnover which the tax authority recognizes to be non-taxable turnover or exempted turnover. CONTRACTOR shall pay in the currency in which COMPANY paid the respective tax invoices.
- 6.4 CONTRACTOR shall make every effort to minimize its liability for any TAXES related directly or indirectly to this CONTRACT under APPLICABLE LAW.


7 CONTRACTOR PERSONNEL

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- 7.1 CONTRACTOR shall at its own cost provide all CONTRACTOR PERSONNEL required for the SERVICES and shall at all times be responsible for the acts and omissions of CONTRACTOR PERSONNEL.
- 7.2 CONTRACTOR shall ensure that:
- 7.2.1 all CONTRACTOR PERSONNEL are properly trained, fully fit, qualified, suitably skilled, and experienced properly, to perform the tasks assigned to them under the CONTRACT in a timely and efficient manner,
- 7.2.2 COMPANY approves the return to work of any CONTRACTOR PERSONNEL absent from the workplace for more than one day as a result of an accident or illness,
- 7.2.3 all CONTRACTOR PERSONNEL taking prescribed drugs or medicines declare these to COMPANY before starting work,
- 7.2.4 CONTRACTOR PERSONNEL shall be in possession of valid medical certificates of fitness at all times and COMPANY may examine originals of such medical certificates at any time,
- 7.2.5 it provides all tools and equipment including personal protective equipment necessary for the performance of the SERVICES.
- 7.3 Curriculum vitae in respect of any CONTRACTOR PERSONNEL indicated by COMPANY shall be supplied to COMPANY and those CONTRACTOR PERSONNEL shall be APPROVED by COMPANY prior to commencement of the SERVICES and such CONTRACTOR PERSONNEL cannot be replaced without COMPANY prior written consent which shall not unreasonably be withheld provided that COMPANY shall have no liability whatsoever arising from the exercise of its rights under the CONTRACT.
- 7.4 CONTRACTOR shall be responsible for the payment of CONTRACTOR PERSONNEL salaries, allowances, travel, accommodation, meals, holiday and sickness costs and any other related expenses arising from the employment or contracting of CONTRACTOR PERSONNEL, including, but not limited to administrative costs and CONTRACTOR hereby provides guaranteed reimbursement to and, indemnifies and undertakes to keep indemnified COMPANY from and against all claims, liabilities, demands, actions, costs and expenses whatsoever (including legal costs) arising out of or in connection with any breach by CONTRACTOR of this Article.
- 7.5 CONTRACTOR shall obtain and meet all relevant costs, for passports, visas, work permits and other documents required by CONTRACTOR PERSONNEL in accordance with APPLICABLE LAW.
- 7.6 Where COMPANY concludes that any CONTRACTOR PERSONNEL does not have the necessary skill, is disruptive or undesirable in any manner, COMPANY may so notify CONTRACTOR in writing and CONTRACTOR shall take all necessary measures to rectify the situation, including if appropriate the replacement of such CONTRACTOR PERSONNEL.
- 7.7 Should COMPANY request the removal from the SERVICES or AREA OF OPERATIONS of any of CONTRACTOR PERSONNEL:
- such CONTRACTOR PERSONNEL shall be so removed forthwith and shall not be again employed in the provision of the SERVICES without APPROVAL; and
 - CONTRACTOR shall as soon as practicable replace such CONTRACTOR PERSONNEL with a competent substitute, APPROVED as required; and
 - CONTRACTOR shall bear all costs and expenses associated with such removal and replacement and shall provide guaranteed reimbursement, indemnify and hold COMPANY harmless for any loss, damage or claim of any nature whatsoever arising from such measures.
- 7.8 CONTRACTOR shall ensure that CONTRACTOR PERSONNEL shall have attended all medical examinations, survival and safety training courses required by APPLICABLE LAW, industry standards, CONTRACTOR or COMPANY and shall have received all vaccinations required by the appropriate regulatory authorities, and CONTRACTOR shall, if requested, produce the relevant certificates of completion, attendance or inoculation for COMPANY's inspection.
- 7.9 CONTRACTOR shall ensure that each of the officers and employees of CONTRACTOR shall be, and shall continue to be during the life of this CONTRACT, authorised and empowered by CONTRACTOR in order to be able to provide the SERVICES to COMPANY.
- 7.10 CONTRACTOR shall be responsible for, and provide, all medical and first aid facilities and equipment for CONTRACTOR PERSONNEL unless alternative prior written arrangements have been agreed upon between COMPANY and CONTRACTOR.

8 SUBCONTRACTORS

- 8.1 CONTRACTOR shall not subcontract all or any part of the SERVICES without prior APPROVAL and COMPANY reserves its rights to refuse to approve, without justifying such refusal, and within its complete discretion. If APPROVAL is given, CONTRACTOR shall ensure that the terms of any subcontract shall be substantially similar to and consistent with this CONTRACT and that CONTRACTOR has the right under each subcontract to assign it to COMPANY.

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- 8.2 Use of SUBCONTRACTORS by CONTRACTOR shall not relieve CONTRACTOR of any liability or obligation under this CONTRACT and CONTRACTOR shall be liable for all acts, omissions and defaults of any of its SUBCONTRACTORS as fully as if they were acts, omissions or defaults of CONTRACTOR.

9 CONTRACTOR MATERIALS

- 9.1 CONTRACTOR shall at its own cost furnish, maintain in good working order, repair and replace where necessary throughout the duration of this CONTRACT the CONTRACTOR MATERIALS.
- 9.2 COMPANY may carry out inspections and tests of CONTRACTOR MATERIALS at any time during the term of this CONTRACT at any place including in facilities owned or occupied by CONTRACTOR or any of its SUBCONTRACTORS, and CONTRACTOR shall give every assistance in carrying out such inspections and tests. Likewise, CONTRACTOR shall supply on COMPANY's request test reports and material certificates. The carrying out of such tests and inspections and the supply of test reports and material certificates will in no way relieve CONTRACTOR of any obligation or liability under this CONTRACT or constitute a waiver by COMPANY of any obligation or liability or of any rights of COMPANY.
- 9.3 Within twelve (12) months after the completion of SERVICES, in addition, and without prejudice to any rights and remedies that COMPANY may have under this CONTRACT or under APPLICABLE LAW, CONTRACTOR shall promptly after receipt of notice from COMPANY; (i) correct, repair or replace, at COMPANY's option and to COMPANY's satisfaction, the SERVICES or any part thereof deemed by COMPANY in its sole opinion to be defective and any other goods or services to which damage is caused arising from or as a consequence of the defect notified by COMPANY to CONTRACTOR referred to above, and (ii) provide all removal, transportation, return and reinstallation of such SERVICES as COMPANY deems necessary, all at the cost of CONTRACTOR.
- 9.4 If CONTRACTOR fails to meet its obligations pursuant to Article 10.3 above within a reasonable time COMPANY may decide either:
- a) to carry out, or engage to be carried out, the necessary work of correction, repair or replacement at CONTRACTOR's expense provided that it shall do so in a reasonable manner and notifies CONTRACTOR of its intention so to do but CONTRACTOR shall have no liability for such work and the costs and expenses reasonably incurred by COMPANY shall be deducted from the CONTRACT PRICE or recovered as a debt at COMPANY's option, or
 - b) to determine and certify an adequate deduction in the CONTRACT PRICE, or
 - c) if the defect is such that COMPANY has been deprived of (i) substantially the whole of the SERVICES or, (ii) a part of the SERVICES for a substantial period of time, then COMPANY may terminate the CONTRACT and shall be entitled to recover all sums paid in respect of such part of the SERVICES and any ancillary costs related thereto including the related costs borne by COMPANY and its contractors.
- 9.5 CONTRACTOR shall ensure that (i) it obtains from its SUBCONTRACTORS, warranties and guarantees in terms at least as onerous and enduring as those contained in the CONTRACT and (ii) such warranties and guarantees shall be enforceable by COMPANY, and capable of assignment to COMPANY upon request.
- 9.6 The obligation to remedy set out in Article 10.3, shall apply to any SERVICES to which remedial work has been carried out under Article 10.3 and in respect of which COMPANY notifies CONTRACTOR within the period of twelve (12) months after the completion of SERVICES, that such SERVICES or any part thereof are deemed by COMPANY in its sole opinion to be defective or otherwise not meeting the requirements of the CONTRACT.

10 COMPANY MATERIALS

- 10.1 Upon receipt of COMPANY MATERIALS, CONTRACTOR shall check them immediately with respect to both quantity and quality and notify COMPANY in writing of any deficiency. COMPANY MATERIALS shall be deemed accepted free of any deficiencies, unless CONTRACTOR notifies COMPANY in writing of any deficiencies.
- 10.2 Upon delivery of COMPANY MATERIALS, CONTRACTOR shall take all measures in order to ensure their protection and preservation.
- 10.3 Title to and property in COMPANY MATERIALS shall remain with COMPANY at all times.
- 10.4 Notwithstanding anything to the contrary contained in the CONTRACT, CONTRACTOR shall be responsible for any loss of or damage to COMPANY MATERIALS while in care, custody or control of any member of CONTRACTOR GROUP
- 10.5 CONTRACTOR shall, following completion of the SERVICES or an earlier request by COMPANY, promptly return COMPANY MATERIALS in good condition, fair wear and tear excepted.
- 10.6 COMPANY MATERIALS made available to CONTRACTOR shall be identified in CONTRACTOR's.

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10.7 Any information which COMPANY gives to CONTRACTOR will be the best information available to COMPANY but COMPANY shall not be liable for any inaccuracy, incompleteness or insufficiency therein.

11 COMMENCEMENT AND PERFORMANCE OF SERVICES

11.1 This CONTRACT shall commence upon the EFFECTIVE DATE and shall continue until expired or terminated in accordance with its terms.

11.2 CONTRACTOR shall provide the SERVICES with due expedition, without delay and in a manner that facilitates the activities of COMPANY's other contractors and their subcontractors and shall adopt measures to promote the co-ordination of the activities of COMPANY's contractors and their subcontractors.

11.3 CONTRACTOR confirms that:

- a) All information, representations and other matters of fact communicated in writing to COMPANY or its agent or employees in connection with the CONTRACTOR's proposal in respect of the SERVICES or in the course of the subsequent negotiations in respect of this CONTRACT are as at the EFFECTIVE DATE true, complete and accurate in all respect.
- b) It is solvent and that no bankruptcy, insolvency or receivership proceeding has been commenced against CONTRACTOR and that it is aware of no basis upon which a reasonable person would expect there to be any likelihood of such a proceeding during the term of this CONTRACT.
- c) It is well acquainted in all respects with the legal, political, fiscal and logistic situation, climate, environmental conditions, accessibility, market conditions, transportation and communication facilities relevant to this CONTRACT and the AREA OF OPERATIONS and declares that it has evaluated all costs and risks connected therewith and shall complete the SERVICES under the terms and conditions set forth herein, without claiming indemnification or additional compensation from COMPANY. CONTRACTOR shall be solely liable for any misunderstanding or incorrect information, however obtained.
- d) It has the necessary corporate power and authority to enter into this CONTRACT.
- e) This CONTRACT has been duly authorised and executed by CONTRACTOR and constitutes a valid and legally binding obligation of CONTRACTOR, enforceable in accordance with its terms.
- f) The entering into of this CONTRACT and the compliance with its terms will not result in violation of any of CONTRACTOR's memoranda or articles of association or charter or any other constitutional document pertaining to CONTRACTOR, or any provision contained in any agreement or instrument to which CONTRACTOR is a party or by which CONTRACTOR is bound, or in any statute, law, rule, regulation, judgment, decree or order applicable to CONTRACTOR.
- g) It shall perform the SERVICES in accordance with this CONTRACT and in rendering the SERVICES, CONTRACTOR shall:
 - apply its relevant technical knowledge and organizational experience;
 - perform the SERVICES in a diligent, good and workmanlike manner; and
 - perform the SERVICES with all skill and care utilising professional standards.

11.4 In the performance of this CONTRACT, time is of the essence and, in the event that there is any delay in the performance of the CONTRACT, for reasons other than FORCE MAJEURE, CONTRACTOR shall be liable for all losses, costs and damages caused to or suffered by COMPANY thereby.

12 THIRD PARTIES


Except as otherwise specifically set forth in this CONTRACT, (a) nothing expressed or referred to in this CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this CONTRACT or its provisions, and (b) this CONTRACT and all of its provisions and conditions are for the sole and exclusive benefit of the PARTIES and their successors and permitted assigns.

13 INVOICES, PAYMENTS, LIENS AND CLAIMS

13.1 In consideration for the satisfactory performance of this CONTRACT in accordance with its terms, COMPANY shall pay CONTRACTOR the sums set out in, and in accordance with, this CONTRACT.

13.2 Except as otherwise stipulated in this CONTRACT, the sums set out in the CONTRACT shall remain fixed and not be subject to any adjustment or escalation during the term of this CONTRACT. CONTRACTOR agrees that changes in the relative value of any currency with respect to the CONTRACT CURRENCY shall not be grounds for CONTRACTOR to request relief from COMPANY for any consequent variation of costs that CONTRACTOR may have in relation to this CONTRACT.

13.3 CONTRACTOR has properly evaluated all costs and contingencies necessary for the completion of the performance of the CONTRACT in accordance with its terms and CONTRACTOR undertakes to make no

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claims whatsoever or requests for variations, for price adjustments and/or time extensions based on its failure sufficiently to evaluate such costs and contingencies or for its reliance on COMPANY supplied information and data and CONTRACTOR hereby waives any right to demand any such additional compensation howsoever arising.

- 13.4 Within fifteen (15) days after the end of each calendar month, CONTRACTOR shall send to COMPANY's office specified in the CONTRACT or such other place as notified to CONTRACTOR from time to time, an invoice charged in the CONTRACT CURRENCY. Contractor shall submit invoice, tax invoice and service acceptance certificates, such as acts of works performed, goods receipt notes, delivery tickets, acceptance certificates (provisional or final), timesheets or similar, as appropriate for this CONTRACT, according to APPLICABLE LAW and in the form requested by COMPANY accompanied by such certification and documentation as COMPANY may request, including, but not limited to approval of a pre-invoice statement by COMPANY REPRESENTATIVE. CONTRACTOR will use its best endeavours to render invoices as they become due.
- 13.5 COMPANY shall have the right to withhold payment with respect to any item it disputes until agreement is reached with CONTRACTOR or the dispute over such item is otherwise settled. Any adjustment or credit due for any such item shall be documented in the month succeeding the month in which the dispute is settled. CONTRACTOR shall not be entitled to receive any interest on such payments withheld.
- 13.6 In addition to any other remedy available to it, COMPANY may set-off against payments due to CONTRACTOR hereunder any amount due and owing or claimed in good faith to be due and owing to COMPANY by CONTRACTOR hereunder or any other agreement between the PARTIES for any reason.
- 13.7 Any payment made by COMPANY hereunder, including the final billing under this CONTRACT, shall not prevent COMPANY from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, or constitute a waiver by COMPANY of any of its rights under this CONTRACT or APPLICABLE LAW. Without prejudice to the generality of the foregoing, COMPANY may recover any sums paid to CONTRACTOR by mistake of law or fact.
- 13.8 All SERVICES and CONTRACTOR MATERIALS shall be documented by CONTRACTOR in the form and in accordance with procedures requested by COMPANY.
- 13.9 The CONTRACT number must appear on every package, delivery note, invoice or any other communication. Invoices shall not cover more than one contract, and separate invoices shall be rendered for each contract.
- 13.10 COMPANY reserves the right to change its payment policy from time to time. In the event that such policy is changed, COMPANY will give CONTRACTOR reasonable notice of such change.
- 13.11 CONTRACTOR agrees to pay all claims for CONTRACTOR MATERIALS, CONTRACTOR PERSONNEL and SERVICES to be furnished by it hereunder and shall ensure that the CONTRACTOR MATERIALS are free of any liens, encumbrances and legal charges. CONTRACTOR further agrees that it will not claim any lien or charge on any property of COMPANY GROUP that is in possession or custody of CONTRACTOR GROUP.
- 13.12 COMPANY shall have the right to withhold from payments due to CONTRACTOR hereunder reasonable amounts to cover claims that may be made against any member of COMPANY GROUP or any THIRD PARTY or any member of CONTRACTOR GROUP, or against the property of any such persons, by THIRD PARTIES, arising out of performance under this CONTRACT, and COMPANY shall have the right to make reasonable settlements of such claims.

14 TERMINATION

14.1 The following shall constitute EVENTS OF DEFAULT:

- a) CONTRACTOR becomes insolvent, bankrupt or makes an arrangement for the benefit of its creditors, or a receiver is appointed for a substantial part of CONTRACTOR's assets;
- b) CONTRACTOR ceases or threatens to cease to carry on business;
- c) CONTRACTOR dissolves, liquidates or terminates its corporate existence, other than by merger, sale, acquisition or re-organisation into an AFFILIATE, or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of CONTRACTOR;
- d) CONTRACTOR at any time fails to comply with any APPLICABLE LAW or (whether APPLICABLE LAW or not) ANTI-BRIBERY LAWS or fails at any time to obtain or maintain any consent, permit or licence necessary for the performance of the SERVICES or required in accordance with KAZAKHSTAN LICENSING AND PERMITTING LAW;
- e) CONTRACTOR at any time is in material or persistent breach of its obligations under this CONTRACT;
- f) CONTRACTOR at any time fails to commence or perform the SERVICES or any part thereof in accordance with this CONTRACT;
- g) CONTRACTOR disregards any reasonable instructions of COMPANY or COMPANY REPRESENTATIVE;
- h) CONTRACTOR is taken over by any other person such that the other person acquires over 50% of the shares or other ownership interest in CONTRACTOR and where such other person does not control over

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50% of such shares or ownership interest at the time that this CONTRACT is executed, or CONTRACTOR merges with another person and is not the surviving entity, in either event without first obtaining the written consent of COMPANY;

- i) CONTRACTOR assigns this CONTRACT or subcontracts its obligations other than in accordance with the terms of this CONTRACT;
 - j) CONTRACTOR suspends the performance of the SERVICES without APPROVAL;
 - k) CONTRACTOR fails to secure or maintain insurance coverage required by Article 17 hereof;
 - l) CONTRACTOR fails to meet quality assurance or health, safety, security or environment requirements set out in the CONTRACT during the execution of the SERVICES;
 - m) CONTRACTOR commits any act, or fails to act; or
 - n) as a result of a defect in accordance with law of RoK.
- 14.2 Upon the occurrence of an EVENT OF DEFAULT, COMPANY may:
- a) in the case of an EVENT OF DEFAULT which is not capable of remedy, terminate the CONTRACT by written notice to the CONTRACTOR with immediate effect; and
 - b) in the case of any other EVENT OF DEFAULT, give notice of default to CONTRACTOR in writing and if, after such notice of default was given, CONTRACTOR refuses, or is unable, or fails: (i) within twenty four (24) hours, to demonstrate its intent and ability to remedy such EVENT OF DEFAULT within a further six (6) days after receipt of such notice; and (ii) to remedy the EVENT OF DEFAULT within seven (7) days after receipt of such notice, then, without prejudice to any other right or remedy it may have under the terms of this CONTRACT or APPLICABLE LAW, COMPANY may terminate this CONTRACT forthwith by giving written notice of termination to CONTRACTOR.
- 14.3 COMPANY shall be entitled without cause to terminate this CONTRACT at any time by giving not less than fifteen (15) days' notice in writing to CONTRACTOR.
- 14.4 If COMPANY elects to terminate this CONTRACT in accordance with the terms of Articles 15.2 or 15.3 hereof, then, as a condition precedent to receiving any outstanding payment in relation to SERVICES performed before such termination, CONTRACTOR shall:
- a) cancel outstanding commitments and cease performance of the SERVICES as directed by COMPANY;
 - b) assign to COMPANY, or such other person as COMPANY shall indicate, such of the subcontracts as COMPANY may specify, if instructed so by COMPANY; and
 - c) execute and deliver all such documents and take all such other actions as may be required in order to vest in COMPANY all title, rights, including, but not limited to rights of set-off and other benefits held by CONTRACTOR in connection with the performance of the SERVICES.
- 14.5 In the event of termination of this CONTRACT by COMPANY in accordance with the terms of Article 15.2 hereof, all sums of money that may at the date of termination be due or accruing from COMPANY to CONTRACTOR shall cease to be due or to accrue and COMPANY shall not be liable to pay to CONTRACTOR any further monies on account of this CONTRACT until the final costs and expenses hereof and the amount of damages and all other expenses incurred by COMPANY have been ascertained and the amount thereof certified by COMPANY. COMPANY shall be entitled to deduct any costs and expenses incurred in connection with such termination from any monies due to CONTRACTOR under this CONTRACT or may recover the same as a debt due from CONTRACTOR.
- 14.6 In the event of termination of this CONTRACT by COMPANY in accordance with the terms of Article 15.3 hereof, COMPANY shall pay CONTRACTOR by way of full and final settlement: (i) for the SERVICES performed prior to the date of termination and (ii) the amount of any costs, charges and expenses which have been properly and reasonably incurred by CONTRACTOR directly and unavoidably on account of or in consequence of such termination of this CONTRACT and in respect of which CONTRACTOR shall have provided full and proper substantiation to the satisfaction of COMPANY.
- 14.7 Termination of this CONTRACT shall not prejudice the rights or claims of the PARTIES in respect of any antecedent breach thereof.
- 14.8 COMPANY in its sole discretion may suspend operations under the CONTRACT for any reason and at any time by giving written notice thereof to CONTRACTOR.
- 14.9 Where operations are suspended under Article 15.8 for a period of thirty (30) consecutive days, the PARTIES shall meet to discuss the various alternatives available.

15 LIABILITIES AND INDEMNITIES

- 15.1 CONTRACTOR shall be liable for and shall provide guaranteed reimbursement to, defend, indemnify and hold harmless COMPANY GROUP from and against any and all liabilities, claims, proceedings, damages, losses, costs and expenses of whatever nature and howsoever caused, in respect of, or arising out of:
- a) injury, illness or death of any member of CONTRACTOR GROUP and/or loss or damage to the property of any member of CONTRACTOR GROUP;

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- b) loss or damage to the property of any member of COMPANY GROUP where caused by the WILFUL MISCONDUCT or GROSS NEGLIGENCE of any member of CONTRACTOR GROUP.
- 15.2 COMPANY shall be liable for and shall provide guaranteed reimbursement to, defend, indemnify and hold harmless CONTRACTOR GROUP from and against any and all liabilities, claims, proceedings, damages, losses, costs and expenses of whatever nature and howsoever caused, in respect of, or arising out of:
- a) injury, illness or death of any member of COMPANY GROUP; or
 - b) subject to Articles 16.7 and 16.9, loss or damage to the property of any member of COMPANY GROUP (except where caused by the WILFUL MISCONDUCT or GROSS NEGLIGENCE of any member of CONTRACTOR GROUP).
- 15.3 CONTRACTOR shall be liable for and shall provide guaranteed reimbursement to, defend, indemnify and hold harmless COMPANY GROUP from and against any and all liabilities, claims, proceedings, damages, losses, costs and expenses in respect of or arising out of:
- a) any payment demanded by any authority, which payment is not otherwise expressly reimbursable under this CONTRACT, and which is in satisfaction of any claim, demand, loss, cause of action, liability or expense of CONTRACTOR;
 - b) a breach by any member of CONTRACTOR GROUP of APPLICABLE LAW and (whether APPLICABLE LAW or not) ANTI-BRIBERY LAWS;
 - c) injury, illness or death to a THIRD PARTY arising directly or indirectly from the performance of the SERVICES;
 - d) loss or damage to the property of a THIRD PARTY arising directly or indirectly from the performance of the SERVICES;
 - e) any claim brought against any member of COMPANY GROUP by any member of CONTRACTOR GROUP;
 - f) any claim brought against any member of COMPANY GROUP by another legal entity with whom COMPANY has a contract unless it is proven that the damage has not been caused or contributed to by an act or omission of any member of CONTRACTOR GROUP;
 - g) any environmental claim against any member of COMPANY GROUP by any person or legal entity unless it is proven that the damage has not been caused or contributed to by an act or omission of any member of CONTRACTOR GROUP;
 - h) debts or claims due or alleged to be due from CONTRACTOR GROUP;
 - i) any failure to bring to COMPANY's attention forthwith any matter which, in the opinion of CONTRACTOR, appears to be an error or omission in or violation of this CONTRACT or conflicts with APPLICABLE LAW;
 - j) any failure to report to COMPANY a delay or potential delay that CONTRACTOR GROUP ought reasonably to have noted or anticipated in relation to the performance of another legal entity with whom COMPANY has a CONTRACT; or
 - k) any failure to supply CONTRACTOR PERSONNEL that are properly skilled and experienced to provide the SERVICES.
- 15.4 Neither PARTY nor any of its respective AFFILIATES, or any of their directors, officers, employees, consultants, advisors or agents, shall under any circumstances be liable to the other PARTY for consequential and indirect losses or damages, and whether direct, indirect or consequential, loss of production, loss of use, and loss of revenue, profit or anticipated profit, loss of business or opportunity, arising out of or related to the performance of the CONTRACT, whether or not such losses or damages were foreseeable at the time of entering into the CONTRACT, and each PARTY hereby waives any claim it may at any time have against the other PARTY in respect of any such losses or damages, provided, however, that such waiver shall not extend to any claim in respect of any fees, charges or other amounts due under this CONTRACT.
- 15.5 CONTRACTOR shall, at CONTRACTOR's cost and in COMPANY's name, be liable for and shall provide guaranteed reimbursement to defend, indemnify and hold harmless COMPANY against any liabilities, claims, proceedings, damages, losses, costs and expenses related thereto in respect of or arising out of any matter set out in Articles 15.1 and 15.3, provided that COMPANY shall at all times have the right to be represented by its own counsel and to participate in the defence of any action relating to such infringement in which it may be a defendant or may instruct CONTRACTOR to refrain from taking any action under this Article 16.5. Where CONTRACTOR fails to carry out any action required by COMPANY under this Article 16.5, COMPANY may take any such action on its own behalf and shall be entitled to full reimbursement for any resulting costs from CONTRACTOR. Should CONTRACTOR be prevented from performing any SERVICES hereunder by reason of legal proceedings based upon such claim, COMPANY shall be relieved of its obligation to make payment for SERVICES not performed as a result thereof.
- 15.6 Notwithstanding Article 15.3 d), and except as provided by Article 15.1 a), COMPANY shall be liable for and shall provide guaranteed reimbursement to, defend, indemnify, and hold harmless CONTRACTOR from and against any claim of whatsoever nature arising from pollution and or contamination emanating from the reservoir and/or any property of any member of COMPANY GROUP. CONTRACTOR's full discharge of own obligations in Article 10 is a condition precedent to COMPANY's obligation in this Article 15.6.

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- 15.7 Except as provided by Article 15.2, CONTRACTOR shall be liable for, provide guaranteed reimbursement to, defend, indemnify and hold harmless COMPANY GROUP from and against any claim of whatsoever nature arising from pollution and/or contamination occurring on the premises of, emanating from the property of, or under the control of, any member of CONTRACTOR GROUP (including any marine vessel) or from the SERVICES.
- 15.8 CONTRACTOR shall be responsible for the removal and, when appropriate, the marking and lighting of any wreck or debris arising from or relating to the performance of the SERVICES or the property or vessels, or any part thereof provided by CONTRACTOR GROUP in relation to this CONTRACT, when required by APPLICABLE LAW, governmental authority or where such wreck or debris is interfering with COMPANY operations or is a hazard and CONTRACTOR shall be liable for, defend, provide guaranteed reimbursement, indemnify and hold harmless COMPANY GROUP in respect of all claims, liabilities, costs (including legal costs) damages or expenses arising out of, or relating to, such wreck or debris.
- 15.9 Without prejudice to this Article 15, CONTRACTOR shall be liable for, provide guaranteed reimbursement to, defend, indemnify and hold harmless COMPANY GROUP against all liens, attachments or claims by any person in connection with or arising out of the performance of CONTRACT and COMPANY may withhold or deduct the amount arising out of such lien, attachment or claim from any payment due to CONTRACTOR or recover such sum as a debt.
- 15.10 CONTRACTOR shall provide guaranteed reimbursement to, indemnify and hold harmless COMPANY from any liabilities, claims, proceedings, damages, losses, costs and expenses related thereto as a result of COMPANY not being able to recover under the insurances under which COMPANY may be a beneficiary, as a result of any act, neglect, error or omission on the part of any member of CONTRACTOR GROUP (whether occurring before or after the inception of the relevant insurance policy) including, without limitation, any misrepresentation, non-disclosure, want of due diligence or breach of any declaration or warranty contained in the relevant insurance policy and this indemnity shall apply notwithstanding any exclusion of liability in the CONTRACT, save that CONTRACTOR shall not be liable for the failure by COMPANY to convey to any insurers information provided by CONTRACTOR.
- 15.11 All exclusions and indemnities given under this Article 16 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claims in tort, under contract or APPLICABLE LAW. However, the exclusion of liability and indemnities shall not apply and may not be relied on (i) by COMPANY GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILFUL MISCONDUCT or (ii) by CONTRACTOR GROUP to the extent that any claim or liability was caused by its GROSS NEGLIGENCE or WILFUL MISCONDUCT.
- 15.12 CONTRACTOR shall be liable for, provide guaranteed reimbursement to, defend, indemnify and hold harmless COMPANY GROUP from and against any and all liabilities, claims, proceedings, damages, losses, costs and expenses in respect of or arising out of any defect in CONTRACTOR's design causing the equipment and infrastructure designed by CONTRACTOR to function at any level lower than technical specifications specified in the CONTRACT.
- 15.13 Neither PARTY excludes or limits its liability for fraud or any other liability to the extent that the same may not be excluded or limited as a matter of law by or on behalf of such PARTY.

16 INSURANCE

- 16.1 Without limiting any of its obligations under the CONTRACT or APPLICABLE LAW, CONTRACTOR shall maintain or cause to be maintained, throughout the term of the CONTRACT:
- Employers Liability insurance and, where required by APPLICABLE LAW, workmen's compensation insurance covering personal injury to, or death of, employees of CONTRACTOR GROUP engaged in the performance of the CONTRACT;
 - General Third-Party Liability insurance for any incident or series of incidents covering the operations of CONTRACTOR under this;
 - Third Party and Passenger Liability insurance and other motor insurance in respect of all passenger vehicles or other motor driven land transportation equipment, owned, leased or hired in the performance of the contract,
 - Such further insurances, if any, as required by the CONTRACT or APPLICABLE LAW.
- 16.2 Policies relating to the insurance requirements set out in this Article 17 may not be cancelled or materially altered during the term of the CONTRACT without CONTRACTOR providing thirty (30) days prior written notice to COMPANY, and only provided that the insurance coverage required by this CONTRACT is maintained.
- 16.3 Within ten (10) days of the signature of the CONTRACT (or the date of amendment of any policy) CONTRACTOR shall furnish to COMPANY, for COMPANY's approval, certificates of CONTRACTOR's insurance policies evidencing that all insurance requirements under the CONTRACT are in full force and effect

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and fully compliant with the requirements of this Article 17 and the relevant insurance scheme. Notwithstanding any other provision in this CONTRACT, COMPANY shall be under no obligation to make any payment to CONTRACTOR until such time as COMPANY has received relevant, valid certificates of insurance policies (including annual and other periodic extensions thereof) in accordance with the requirements of this Article.


- 16.4 Failure to comply with this Article 17 shall in no way serve to relieve CONTRACTOR from any obligation under the CONTRACT. In the event that liability for any loss or damage which CONTRACTOR has assumed under the CONTRACT is denied by CONTRACTOR's insurer for any reason or if CONTRACTOR fails to maintain any of the insurance policies required by this Article 17 CONTRACTOR shall be liable for and shall, defend, provide guaranteed reimbursement, indemnify and hold harmless COMPANY from and against all liabilities, claims, proceedings, losses, costs and expenses arising out of or resulting from such denial or failure. Additionally, should CONTRACTOR fail to secure or maintain the insurance coverage required by this Article 16 COMPANY reserves the right either to terminate the CONTRACT or to obtain any required insurance coverage at CONTRACTOR's expense provided always that CONTRACTOR's liabilities stated in this CONTRACT remain unchanged.
- 16.5 CONTRACTOR shall require any legal person utilised by CONTRACTOR in the performance of this CONTRACT to carry insurance of the types and amounts required by APPLICABLE LAW in connection with activities engaged in by that person. Upon the request of COMPANY, CONTRACTOR shall furnish COMPANY with certificates of insurance evidencing coverage for each member of CONTRACTOR GROUP.
- 16.6 Those insurances which members of CONTRACTOR GROUP are required to maintain by the CONTRACT or APPLICABLE LAW shall always be construed as primary insurance to the extent of the liabilities assumed by CONTRACTOR under the CONTRACT without any right of contribution from any insurance taken out by COMPANY.

17 CONFIDENTIALITY

- 17.1 With respect to this CONTRACT and any information provided by the PARTIES to each other in connection with this CONTRACT and marked as confidential by the disclosing PARTY, the recipient shall: keep confidential with respect to the documents and information received during the performance of this CONTRACT; use confidential information only for the purpose of fulfilling obligations under this CONTRACT; reproduce confidential information only if necessary to fulfil its obligations under this CONTRACT.
- 17.2 This article does not apply to information that:
- are well-known;
 - already known to one PARTY on a non-confidential basis from a different source than the other PARTY;
 - disclosed by the PARTY to third parties without limitation;
 - developed by one PARTY without the use of information provided by the other PARTY or confidential information;
 - disclosed in accordance with legal requirements.
- 17.3 Subject to the above, CONTRACTOR may disclose confidential information by COMPANY to its employees.
- 17.4 CONTRACTOR shall have the right to disclose confidential information to authorities authorized to request such information in accordance with applicable law based on a duly executed request for such information, and CONTRACTOR shall not be responsible for such disclosure. CONTRACTOR shall not be responsible for disclosure of confidential information by third parties, including government authorities, after disclosure of confidential information to third parties by a court decision.
- 17.5 Obligations for non-disclosure of confidential information are valid for 3 years from the date (disclosure) of confidential information by the disclosing PARTY.

18 FORCE MAJEURE

- 18.1 In the event of force majeure (force majeure) that impedes the performance of the obligations of either PARTY in whole or in part (such as fire, natural disaster, strike, civil unrest, military action or prohibitions of the Government and others), the relevant PARTY will be relieved of its liability for failure to comply with the CONTRACT.
- 18.2 If Force Majeure prevents either PARTY from performing any of its obligations under this CONTRACT, such PARTY shall be relieved of this obligation for the duration of Force Majeure, preventing its performance, provided, however, that such PARTY shall promptly give the other PARTY written notice of the existence of Force Majeure and take all necessary and adequate action to minimize loss or damage to the other PARTY and to restore its ability to perform its obligations under this CONTRACT. If the circumstances arise for more than three (3) months, either PARTY shall have the right to terminate this CONTRACT by giving written notice to the other PARTY.

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- 18.3 COVID-19 may be recognized as a force majeure event only if the SERVICES are provided to COMPANY under this CONTRACT during the tightening of restrictive measures imposed by municipal, federal and provincial authorities around the world restricting travel, as well as measures taken by governments to contain the spread of COVID-19.
- 18.4 Due to the above restriction, CONTRACTOR shall inform COMPANY of such restrictions in a timely manner.

19 ANTICORRUPTION TERM


- 19.1 When fulfilling its obligations hereunder, each of the PARTIES refuses to induce in any way the employees of the other PARTY, including by providing monetary amounts, gifts, free performance of works (services) in their address and other ways not mentioned herein, making the employee dependent and aimed at ensuring that the employee performs any actions in favor of the stimulating party.
- 19.2 During performance of their obligations under this Contract each of the Parties to waives stimulation in any way employees of the other Party, including through the provision of sums of money, gifts, gratuitous performance against them works (services) and others not named here in ways which puts the employee in a certain dependence and directional to ensure compliance with this employee of any action in favor of stimulating his side. Under the employee's activities carried out in favor of stimulating its Parties shall be understood:
- Providing an unfair advantage over other counterparties;
 - Provide any warranty;
 - Acceleration of existing procedures;
 - Other actions performed by the employee as part of their duties, but are contrary to the principles of transparency and openness in the relationship between the Parties.
- 19.3 Should a Party have any suspicions that a violation of any provisions of this Article has occurred or might occur, the corresponding Party shall notify other Party in written form. Upon written notification, the corresponding Party shall have the right to suspend the performance of its obligations hereunder until obtaining a confirmation that the violation has not occurred and will not occur. Such confirmation should be sent within ten working days after the date of written notification.
- 19.4 Parties and all employees must comply with the requirements of normative documents, in which the main requirements are a ban on the transmission and prints a bribe, corrupt business practices and mediation in bribery.
- 19.5 Transactions, contracts, committed as a result of corruption offenses, the court recognizes as invalid in the order legally established by the Republic of Kazakhstan Law at the suit of the authorized state bodies, interested persons or the prosecutor.

20 RECORDS AND AUDIT

- 20.1 CONTRACTOR shall maintain true and complete records of its performance of this CONTRACT and all transactions related hereto.
- 20.2 At all times during the performance of the CONTRACT, CONTRACTOR shall provide COMPANY with accurate and complete information with respect to the SERVICES and the events affecting the performance of the SERVICES and CONTRACTOR shall make available to COMPANY all relevant planning and reporting documents and CONTRACTOR shall comply with the reporting requirements in accordance with the CONTRACT.
- 20.3 CONTRACTOR agrees to retain all pertinent books and records including but not limited to tax, payroll, accounting and payment records, invoices, time reports and travel/entertainment expense reports relating to the SERVICES for a period equal to the longer of (i) three (3) years, after termination of this CONTRACT, or (ii) the period of limitation provided for in APPLICABLE LAW and for any additional period as may be necessary to permit COMPANY to complete any audit commenced within such period. Representatives and auditors of COMPANY shall have access at any time upon reasonable notice, during normal working hours to, and may audit, the books and records of CONTRACTOR relating to the SERVICES and to any work sites and shall have the right to copy and audit such books and records except those in respect of any make-up of rates and lump-sum included in the CONTRACT.

21 SEVERABILITY

If at any time any one or more of the provisions of this CONTRACT, either by themselves or jointly not being of a fundamental nature, becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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22 DISPUTE RESOLUTION

The validity, interpretation and fulfilment of this Contract shall be governed by the law of the Republic of Kazakhstan. All disputes and disagreements, which arise or may arise from the present Contract, or in relation to it, shall be settled by the Parties by means of negotiations. If the Parties fail to reach the agreement on controversial issues, then for the resolution of the dispute, they shall appeal to the Court of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan (hereinafter - the "Court"), in the Specialized Interdistrict Economic Court of WKO.

23 ETHICAL BUSINESS STANDARDS

Company Ethics Policy is a document that defines the ethical values and principles of the company, as well as the rules for doing business and activities both inside and outside the workplace. The Company is guided by these principles in carrying out its activities and sets high standards for conducting its activities, providing services and ethical behaviour. All stakeholders, including contractors, suppliers, will respect and follow the company's ethics policy and undertake to familiarize themselves with the values, ethical principles and rules of conduct contained in KIOS-HRD-CD-001 Business Ethics Rules of personnel.

24 CONSENTS AND NOTICES

Except for invoices, all notices in relation to this CONTRACT shall be deemed to have been given to COMPANY or CONTRACTOR, respectively, if they are provided in writing and delivered either by registered mail or by registered mail or with notice of delivery, by digital address to and to the relevant PARTY as set out in the FORM, and to the representative of the PARTY. Such notices shall be effective from the moment of personal delivery or at the time of departure, if sent in the above manner.

25 WAIVERS, REMEDIES CUMULATIVE

- 25.1 No failure, delay or neglect on the part of COMPANY to enforce any of the terms and conditions of this CONTRACT or to insist upon the strict performance or observance thereof shall constitute a waiver, except where expressly stated to be such in writing by COMPANY.
- 25.2 No approval, consent, inspection, instruction or recommendation on the part of COMPANY shall in any way affect the liability of CONTRACTOR to perform its obligations strictly in accordance with the terms of this CONTRACT.


26 VARIATION

- 26.1 Neither the CONTRACT nor any of the terms hereof may be amended, except by an instrument in writing signed by all the Parties or their authorized representatives. The terms of the CONTRACT shall be binding upon, and inure to the benefit of the COMPANY, the CONTRACTOR and their respective permitted successors and assigns.
- 26.2 The CONTRACT PRICE shall not be increased on the basis that additional SERVICES are required to remedy failures attributable to CONTRACTOR.
- 26.3 CONTRACTOR may not change, modify or alter any part of the SERVICES, except with APPROVAL.

27 LIQUIDATED DAMAGES

Liquidated Damages may be applied if agreed by the parties in each individual Purchase Order. If the parties agree to apply penalties, they shall not exceed zero-point five (0.5%) percent per week (7 calendar days) of the total value of the delayed goods (goods) under the Purchase Order, the total amount of penalties shall not exceed 10% (ten percent) of the Contract price. Once the maximum is reached, the Supplier may consider terminating the Contract if it has not yet been terminated.

28 ENTIRE AGREEMENT

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The CONTRACT constitutes the entire agreement between the PARTIES in relation to its subject matter and supersedes all prior discussions and agreements between the PARTIES with respect to its subject matter, and may not be altered, amended or modified except were agreed in writing by the PARTIES.

29 LIST OF CHANGES REGISTRATION

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	Modified	Replaced	New	Rejected	
1	-	-	All	-	Approved for use

30 ATTACHMENTS

N/A