**Contract for the purchase of services No.\_\_\_**

Astana "\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_202\_y.

**Limited Liability Partnership “KMG PetroChem”,** hereinafter referred to as the "Customer", represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and **[Full name of the Contractor],** hereinafter referred to as **the "Contractor",** represented by [ **Position of the head of the Contractor] [Full name of the head of the Contractor** ] , acting on the basis of [ **Basis of the head of the Contractor** ] , on the other hand, collectively referred to as the “Parties”, and separately as indicated above “Party”, in accordance with the Procedure for procurement by the joint stock company “National Welfare Fund “Samruk- Kazyna ”” and legal entities, fifty and more percent of voting shares (participatory interests) of which directly or indirectly belong to Samruk- Kazyna JSC under the right of ownership or trust management, approved by the decision of the Board of Directors of Samruk- Kazyna JSC dated March 03, 2022 No. 193 (hereinafter referred to as the Procedure ), and based on the protocol of the results of the competition for the purchase of services, market research for ammonia, urea, urea -ammonium mixture, melamine and methanol for the project “Construction of a plant for the production of ammonia, urea, urea -ammonium mixture, melamine, methanol”dated \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 2024 (protocol No.), entered into this agreement on the procurement of services (hereinafter referred to as the Agreement).

The Contractor, by signing this Agreement, confirms that:

• is a business entity created and operating in accordance with the law;

 • there are no restrictions or prohibitions for signing this Agreement;

• assessed and identified all of his business risks before signing this Agreement.

**1. The Subject of the Agreement**

1.1 The Contractor undertakes to provide services in accordance with the terms of the Agreement (hereinafter referred to as the Services), and the Customer undertakes to accept and pay for the Services on the terms of this Agreement, subject to the proper fulfillment by the Contractor of its obligations under the Agreement.

**2. Contract amount and payment terms**

2.1 The total amount of this Agreement is **[Amount of Agreement]** ( **[Amount of Agreement in words]** ) **tenge excluding VAT** and includes all expenses necessary for the proper fulfillment of the terms of the Agreement, and is not subject to change until the Parties fully fulfill their obligations under this Agreement, except in cases provided for in the Agreement and the Procedure.

2.2 If the Contractor is recognized as a non-resident legal entity, the total amount of the Agreement includes all expenses necessary for the proper execution of the terms of the Agreement, taxes, fees, commissions, banking expenses related to the above services, including income tax at source of payment, withheld from the income of a non-resident legal entity, as well as other expenses arising from the agreement. In this case, it is possible to apply the convention on the avoidance of double taxation, which will entail a decrease in the Total Cost when concluding the contract. At the same time, the Total amount of the Agreement includes the costs of delivering any type of transferred documentation to the Customer’s address, taking into account all necessary expenses and payments, including transportation costs and customs duties.

2. 3 The general ratio of payment types under the agreement is indicated in Appendix No. 1 to the Agreement.

2.4 Payment under the agreement is made in the following order:

2.5 The advance payment (prepayment) is made no later than 20 (twenty) working days from the date the Contractor provides security for the return of the advance payment (prepayment) and the invoice for payment. An advance payment (prepayment) is made subject to the provision of security for the return of the advance, except for the cases provided for in paragraph 8 of Article 43 of the Procedure. If the Contractor refuses the advance payment (prepayment), this advance payment (prepayment) is not made.

2.5.1 Advance payment (prepayment) in the cases provided for in paragraph 8 of Article 43 of the Procedure is made no later than 10 (ten) calendar days based on the provision of an invoice for payment.

2.6 Payment for the Services provided, including the final payment under the Agreement, is made no later than 30 (thirty) calendar days from the date of signing by the parties of the Certificate(s ) of Services Rendered (hereinafter referred to as the Certificate of Services Rendered) and the provision of the following document(s) ( s ):

2.6.1 Calculation of in-country value for the entire volume of Services provided under the Agreement in the form of an electronic document (provided in the information system of Samruk- Kazyna JSC , which ensures electronic procurement (hereinafter referred to as the Web portal ) together with the final Certificate of Services Rendered);

2.6.2 Invoices;

2.6.3 Certificate of services provided signed by the Parties.

2.7 The Act(s) of Services provided are sent by the Contractor to the Customer in paper form. It is allowed to generate and sign the Certificate( s ) of Services provided on the Web portal in electronic form.

2.8 The Customer is not responsible for late payment due to the Contractor’s late provision/signing of the package of payment documents.

2.9 Payment for Services actually rendered is made taking into account the prepayment previously paid.

**3. Terms and conditions for the provision of Services**

3.1 The Contractor is obliged to provide Services at the location and on time in accordance with Appendices No. 1, No. 2 to the Agreement.

3.2 The date of provision of Services is the date of signing by the Customer of the Certificate of Services Rendered. Services are provided by the Contractor to the Customer in quantity and quality in accordance with the terms of the Agreement. and in accordance with Appendices No. 1, No. 2 to the Agreement.

**4. Rights and obligations of the Parties**

**4.1 The Contractor undertakes:**

4.1.1 Provide Services in accordance with the terms of the Agreement;

4.1.2 Within 20 (twenty) business days from the date of signing this Agreement, make a security for the return of the advance payment (prepayment) valid until full repayment of the advance payment (prepayment) under the Agreement in the form of a guarantee cash contribution , except in cases of refusal by the Contractor from the advance payment payment (prepayment) and cases provided for in paragraph 8 of Article 43 of the Procedure;

4.1.3 Within 20 (twenty) business days from the date of signing this Agreement, provide security for the execution of the Agreement valid until the Contractor fully fulfills its obligations under the Agreement in the amount of 1% of the total cost of the Agreement in the form of a guarantee cash contribution. This obligation does not apply to the Contractor if he meets the requirements specified in paragraph 7 of Article 43 of the Procedure.

If the contract performance security is not provided within the established time frame, the Customer unilaterally refuses to execute the procurement contract and withholds the tender security. The exception is cases of full and proper fulfillment by the Contractor of its obligations under the procurement contract before the expiration of the deadline for submitting security for the execution of the procurement contract. The Customer unilaterally refuses to fulfill the procurement contract by sending a written notice to the Contractor. A letter, telegram, telephone message, teletype message , fax, electronic document or electronic message is considered a notification . The Agreement is considered terminated unilaterally from the day the Contractor receives this notification.

If the Contractor has not replaced the contract security in accordance with the requirements of paragraph 5 of Article 64 of the Procedure, then the Customer unilaterally refuses to execute the procurement contract in the manner prescribed by this paragraph.

4.1.4 Provide the Customer with documents for the Services provided within the terms and conditions provided for in the Agreement, including:

4.1.4.1 Calculation of the in-country value in the Agreement for the entire volume (quantity) of Services provided under the Agreement in the form of an electronic document (provided on the Web portal). Provided together with the final Certificate of Services Rendered;

4.1.4.2 Certificate of acceptance of Services signed by the Parties.

4.1.5 Eliminate deficiencies identified by the Customer in the quantity and quality of the Services in accordance with the terms of the Agreement.

* + 1. Comply with the requirements of the sanctions clause provided for in Section 15 of the Agreement.
		2. Hand over the Services provided under the Certificate of Services Rendered in paper form; it is allowed to generate and sign the Certificate(s ) of Services Rendered on the Web portal in electronic form, in a form approved in accordance with the legislation of the Republic of Kazakhstan on the subject of the Agreement; in the form approved in accordance with the legislation of the Republic of Kazakhstan on the subject of the Agreement.

4.1.8 Provide Services by qualified specialists declared as part of the tender application.

4.1.9 Establish the wages specified in the tender application for the employees involved in the execution of this Agreement for the entire period of validity of the Agreement and, as confirmation of the fulfillment of this obligation, provide on a quarterly basis, no later than the 5th day of the month following the reporting period, extracts from unified accumulative pension fund on the transferred mandatory pension contributions of the relevant employees, received in accordance with the legislation of the Republic of Kazakhstan (applied when establishing in the tender documentation the minimum threshold( s ) of wages for employees of a potential supplier in accordance with paragraph 35 of Appendix No. 5 to the Procedure ) ;

* + 1. When providing Services, comply with the requirements of the legislation of the Republic of Kazakhstan in the field of industrial and fire safety, labor and environmental protection, and in the field of sanitary and epidemiological welfare of the population, as well as the Customer’s internal regulatory documents in these areas.
		2. Bear full responsibility to the Customer and government authorities for possible incidents, accidents, accidents, environmental pollution, as well as in the field of sanitary and epidemiological welfare of the population arising as a result of the Contractor’s failure to comply with requirements in the field of industrial and fire safety, labor protection and the environment, sanitary and epidemiological welfare of the population and internal regulatory documents of the Customer in these areas.
		3. Immediately notify the Customer of all circumstances that may lead and (or) have led to accidents, accidents, and environmental pollution during the provision of Services at the site and (or) territory of the Customer.
		4. At your own expense, eliminate the shortcomings identified by the Customer or by authorized bodies in the field of industrial and fire safety, labor and environmental protection, sanitary and epidemiological welfare of the population and internal regulatory documents of the Customer, within the time limits established by the Customer and (or) authorized bodies.
		5. Provide access to representatives of the Customer and (or) authorized bodies to the places of provision of Services located at the Customer’s facilities and (or) territory to check the state of industrial and fire safety, labor and environmental protection, and in the field of sanitary and epidemiological welfare of the population.
		6. Allow specialists who have been trained in labor protection, industrial and fire safety to provide the Services (established only when such a requirement is applicable to the Services).
		7. Have at your disposal your own service and (or) specialists in the field of industrial and fire safety, labor and environmental protection, sanitary and epidemiological welfare of the population with the total number of employees of the Contractor and (or) co-contractor more than 50 (fifty) people. (established only when such a requirement is applicable to the Services).
		8. Conduct periodic medical examinations of its employees, as well as pre-shift and other medical examinations in the manner determined by the authorized body in the field of healthcare (established only when such a requirement is applicable to the Services).
		9. Provide its employees with special clothing and other personal and collective protective equipment necessary for the safe provision of Services. (established only when such a requirement is applicable to the Services).
		10. Within 5 (five) business days from the date of signing this Agreement and then on a monthly basis, provide the Customer with information on all subcontractors involved in the execution of the Agreement, indicating their name, location, business identification number (BIN) and the presence of signs of their affiliation with the Contractor. The customer reserves the right to conduct a check for registration of the final beneficiary in offshore zones.
		11. Ensure that all of its affiliated persons and entities acting under this Agreement (each an “affiliate”), including without limitation its owners, directors, officers, employees and agents, comply with the terms and obligations set forth in Section 13 of this Agreement.
		12. Under no circumstances provide/use/disclose undisclosed information, Customer data contained as a result of the Work performed under this Agreement, to third parties, except in cases where the provision/use/disclosure of such data, Customer information is carried out by the Contractor to legal entities, employees of legal entities included in the Contractor's Group of companies, for the purposes of fulfilling obligations under the Agreement and reporting, as well as the cases provided for in Section 14 of the Agreement.
		13. “Contractor's group of companies” means collectively Contractor, its controlling and subsidiaries, and their controlling and subsidiaries from time to time.

**4.2 The Contractor has the right:**

4.2.1 Require payment from the Customer as provided for in the Agreement.

4.2.2 Require the Customer to timely accept the Services and sign Certificates of Services Rendered.

4.2.3 Require from the Customer a timely return to ensure the return of the advance payment (prepayment);

4.2.4 Require the Customer to timely return the security for the execution of the Contract.

4.2.5 By written agreement with the Customer, replace the specialists declared as part of the tender application with equivalent ones.

4.2.6 Terminate the Agreement on the grounds provided for in the legislation of the Republic of Kazakhstan, the Procedure and (or) the Agreement;

4.2.7 Transfer to co-executors specified by the Contractor at the tender stage as part of the tender application, for co-execution in the aggregate no more than ¼ of the volume (cost) of the Services.

4.2.8 Before starting the provision of Services, require the Customer to familiarize himself with the Customer’s internal regulatory documents in the field of industrial and fire safety, labor protection and environmental protection, as well as information about hazardous production facilities, equipment and (or) territories of the Customer that pose a threat to life and health of people.

4.2.9 The Contractor may, at its sole discretion, use (directly or indirectly) any software products, services and processes that allow the Contractor to collect, monitor, process, analyze, record and store information relating to the use or misuse of materials (“Technical Protection Tools”) "). The Customer agrees that any information or data received, compiled or created by the Contractor in accordance with the terms of this Agreement (including information obtained using Technical Protection tools) can be used to protect, exercise and enforce the rights of the Contractor granted in accordance with this Agreement, including intellectual property rights to and in relation to the materials and designations of the Contractor. The Customer has no right to disable, bypass or attempt to disable or bypass any Technical Protection Tools used by the Contractor, except in cases where such a restriction is permitted by law.

**4.3 The Customer undertakes:**

4.3.1 Accept the Services provided by the Contractor in accordance with the terms of the Agreement;

4.3.2 Sign the Certificate of Services Rendered if there are no claims within 10 (ten) working days from the date of its receipt from the Contractor.

4.3.3 Make payment(s) in accordance with the terms of the Agreement.

4.3.4 Provide the Contractor with the return of the deposited security for the return of the advance payment (prepayment) within 10 (ten) working days from the date of full and proper fulfillment of his obligations under the Agreement in the amount of the prepayment received from the Customer.

4.3.5 Provide the Contractor with the return of the security for the execution of the Agreement within 10 (ten) working days from the date of full and proper fulfillment of its obligations under the Agreement.

4.3.6 Within no later than 2 working days from the date of receipt of a written request from the Contractor, familiarize the Contractor’s representatives against signature with the Customer’s internal regulatory documents in the field of industrial and fire safety, labor protection and environmental protection, as well as inform about hazardous production facilities, equipment and (or) territories of the Customer that pose a threat to human life and health .

4.3.7 Without acceptance, withhold the penalties accrued to the Contractor, provided for in Section 7 of this Agreement, in the event of improper performance by the Contractor of its obligations, from the total amount of the Agreement when settling with the Contractor for the Services provided in the reporting month and/or from the amount of the security provided for performance Agreement. The remaining amount of the security for the execution of the Agreement is returned to the Contractor within 10 (ten) working days from the date of full and proper fulfillment of its obligations under the Agreement, as well as the elimination of violations of the terms of the Agreement committed and possible to be eliminated (in the event of such violations) without entering it into the List of unreliable suppliers of the Holding (Samruk- Kazyna JSC ). Moreover, in the event of full payment of penalties by the Contractor, the security for the execution of the Contract by the Customer is not retained, and the Contractor is not included in the List of Unreliable Suppliers of the Holding.

* + 1. Withhold the deposit of security for the execution of the Agreement if the Agreement is performed improperly.
		2. The Customer undertakes to notify the Contractor of all cases of violation of the Agreement that have become known to him, as well as to provide assistance to the Contractor and provide information in connection with any violation of the Agreement and/or Previous intellectual property of the Contractor or legal entities included in the Contractor's Group of companies, which the Contractor may request from time to time time. The Parties hereby agree that the term “Prior Intellectual Property” means: (a) any rights to intellectual property created by the Contractor, legal entities included in the Contractor’s Group of Companies, before the date of conclusion of this Agreement, and existing before the date of conclusion of the Agreement; (b) any rights to intellectual property not specifically and exclusively related to the subject of this Agreement or acquired by the Contractor, legal entities included in the Contractor’s Group of Companies, independently of it (without the participation of the Customer) in the course of conducting the activities of the Contractor, legal entities included to the Contractor's group of companies; (c) any rights to intellectual property developed by the Contractor, legal entities included in the Contractor’s Group of Companies, during the period of fulfillment of obligations under this Agreement, but beyond the scope of the assignment defined in the Technical Specification (Appendix No. 2 to the Agreement); (d) any rights to intellectual property developed by the Contractor, legal entities included in the Contractor’s Group of Companies, when providing Services under the Agreement, having general applicability, including general skills, techniques, undisclosed information, including know-how; (e) Contractor's data; (f) rights to trademarks, service marks, logos, trade designations, domain names, rights to design (design), names of publications, indexes of the Contractor, legal entities included in the Contractor's Group of companies, both registered and unregistered; (g) any other rights to other intellectual property, including rights to the business reputation of the Contractor, legal entities included in the Contractor's Group of companies and the right to file a claim to terminate the violation or a claim against unfair competition, as well as all similar and equivalent rights and forms of protection that exist or will exist, now or in the future, in any region of the world.

“Provider Data” means any financial, business and commercial information and data, including pricing data (including single price), estimates (including single price estimates), indices, charts, analysis, news and commentary, fundamental data, commodity market data , trading and transaction data, real time and otherwise, databases, bulletin boards and any charts, tables or graphs, analysis, news and market commentary in electronic, printed or other format provided by the Contractor as a result of the provision of the Services, excluding data provided to the Contractor by the Customer for the provision of Services under the Agreement.

The Customer may disclose the Contractor's data only to the extent that such information:

is already in public possession (known to an indefinite number of persons) or has become publicly available (access to which is not limited in the manner prescribed by applicable law) otherwise than as a result of the action or inaction of the Contractor. In this case, before such disclosure, the Customer must notify the Contractor in writing;

was or is being acquired independently and without confidential restrictions from a third party who had or has the right to disclose such information at the time of purchase by the Customer;

must be disclosed pursuant to a lawful request by a government agency that has the right under applicable law to require disclosure of such information.

* + 1. Use the Prior Intellectual Property exclusively as part of the Service Result, and do not provide/use/disclose the Prior Intellectual Property to third parties separately from the Service Result. The copyright holder of the Previous Intellectual Property is the Contractor, legal entities included in the Contractor's Group of Companies. Nothing in this Agreement can be construed as a grant, assignment, or transfer of Prior Intellectual Property to the Customer.
		2. From the moment the Parties sign the Certificate of Services Rendered, subject to payment by the Customer for the Services in full, use the results of the Services created by the Contractor in accordance with the Technical Specifications (Appendix No. 2 to the Agreement) by reproducing and distributing in whole or in part exclusively among affiliates of the Customer, and exclusively for its internal business operations and for the purposes of conducting its internal analysis (Permitted Uses).
		3. The Customer’s use of the results of the Services provided for in the Technical Specifications (Appendix No. 2 to the Agreement) is permitted only in cases where:

a) Customer agrees and undertakes to disclose the results of the Services to Permitted Users only for use in Permitted Methods and only in accordance with the terms and conditions set forth in this Agreement;

b) Customer acknowledges and agrees that any obligation or restriction imposed on Customer by this Agreement shall also imply that Customer shall ensure full compliance with such obligations and restrictions by Permitted Users. Customer agrees to promptly upon execution of this Agreement notify Permitted Users of all such obligations and restrictions imposed by this Agreement and ensure that all Permitted Users are aware of the obligations and restrictions imposed on Customer by this Agreement and comply with them as if they signed the Agreement themselves;

c) The Customer undertakes to bear full responsibility for any actions and/or inactions of Permitted Users as if they were their own;

d) The Customer agrees and confirms that the Contractor has the right to immediately revoke the permission granted in accordance with this clause of the Agreement by sending written notice to the Customer if the Customer or Permitted Users have violated any obligations under this Agreement; And

e) The Customer acknowledges and agrees that the Contractor will not take into account the interests of Permitted Users or any other party in preparing and delivering the results of the Services.

d ) The Customer does not have the right to correct, alter, modify or delete any disclaimer text contained in the results of the Services or any other document provided by the Contractor, nor to authorize any Permitted User to do so. If, in accordance with the Agreement, the Customer has the right to distribute the results of the Services in whole or in part, during such distribution the Customer undertakes to indicate the Contractor as the author of the results of the Services.

* + 1. Except as expressly provided in the Permitted Uses, the Customer has no right to: a) reproduce, copy, distribute, distribute, transmit, provide access to, upload to any computer, server, computer or information network the results of the Services, including price data , quotes, charts, any other information or part thereof contained or extracted from the results of the Services (as well as facilitate or permit the above actions); or b) combine the results of the Services (or any parts thereof) with any other information or data, make changes and/or additions to the results of the Services, process them, include the results of the Services in whole or in part in any editions, publications, documents, indexes, formulas or other materials (on any media) or create derivative works; or c) create search archives or other similar retrieval information systems and databases using the results of the Services; or d) use data contained in the results of the Services to calculate the price of any financial instrument; or e) hack, decompile , store any software used to deliver or provide access to the results of the Services.
		2. Except as specified in the Permitted Uses, the Customer agrees that it has no right to publish, distribute or otherwise provide to persons unauthorized in accordance with the Agreement any formula, index, price or quotation obtained as a result of the use of the results of the Services. The Customer undertakes not to make any public statements about the results of the Services if such statements may harm the reputation or business of the Contractor and the Contractor's Group of companies, as defined below. In particular, the Customer agrees not to use the results of the Services and the data contained therein in any manner that will or may result in excessive magnification, distortion or misrepresentation of the results or data provided by the Contractor.

**4.4 The Customer has the right:**

4.4.1 Receive from the Contractor Services of adequate quality and quantity provided for in the Agreement.

4.4.2 Refuse any part of the Services that does not meet the requirements of the Agreement, with a corresponding reduction in the cost of the Agreement.

4.4.3 Terminate the Agreement on the grounds provided for in the legislation of the Republic of Kazakhstan, the Procedure and (or) the Agreement. The Customer has no right to demand that the Contractor provide a forecast share of local content in the Services.

4.4. 4 Without interfering with the activities of the Contractor at any time, exercise control, check the progress, quality and completeness of the Services provided by the Contractor, including compliance with requirements in the field of industrial and fire safety, labor and environmental protection and in the field of sanitary and epidemiological welfare of the population.

4.4.5 To recover the amount of accrued fines from the Contractor in case of failure to comply with the requirements of the legislation of the Republic of Kazakhstan in the field of industrial and fire safety, labor protection and environmental protection and (or) internal regulatory documents of the Customer in these areas and (or) failure to comply with the Customer’s request to eliminate violations in the field of industrial and fire safety, labor and environmental protection, and in the field of sanitary and epidemiological welfare of the population.

4.4.6 Receive in a timely manner the result of the Services - a report on marketing research for the project “Construction of a plant for the production of ammonia, urea, urea -ammonium mixture, melamine, methanol” from the Contractor. The ownership of the result of the Services belongs to the Customer.

4.4.7 Use the result of the Services in accordance with the terms of the Agreement in compliance with the Contractor’s Previous Intellectual Property.

4.4. 8 Other rights provided for by the legislation of the Republic of Kazakhstan.

**5. Procedure for delivery and acceptance of Services**

5.1 The Customer has the right to check the Services provided for their compliance with the technical specifications and other terms of the Agreement.

5.2 Acceptance of the Services provided is carried out by representatives of the Customer on the basis of the documents provided for in this Agreement.

5.3 A claim regarding the quantity and quality of the Services provided is made by the Customer to the Contractor within 10 (ten) working days from the date of provision of the Services, or the discovery of defects that could not be detected during the usual method of acceptance (hidden defects).

5.4 If the Contractor does not respond within 5 (five) working days, such a claim is considered recognized by the Contractor, and the Contractor, at its own risks and expenses, undertakes to eliminate the deficiencies specified by the Customer within 10 (ten) working days from the date of receipt of the notification.

5.5 If the Customer, within 10 (ten) working days from the date of provision of the Services, has not sent the Contractor a notification about the inadequate quantity and/or quality of the Services, the Services are considered accepted by the Customer and are subject to payment in accordance with the terms of this Agreement.

**6. Warranties and Quality**

6.1 The Contractor guarantees the quality of the Services provided that meets the established requirements applicable to the Services provided.

6.2 The Customer hereby confirms that he understands and agrees that the Contractor provides the Services on the basis and using information from various sources, which may, in particular, be third parties who are beyond any control of the Contractor. The Contractor does not make any guarantees regarding the completeness, reliability or relevance of the content of the results of the Services, and also does not guarantee that the results of the Services are free from defects, flaws and errors. The Customer agrees that the results of the Services are provided on an “as is” basis and that the Contractor is not liable to the Customer or third parties for a) any inaccuracies, errors, omissions contained in the results of the Services b) for any damage or losses, whether direct or indirect, incurred by the Customer or any third party.

6.3 The Contractor is a person carrying out its activities in accordance with the legislation of the Republic of Kazakhstan and has the authority to enter into this Agreement and fulfill its obligations in accordance with this Agreement.

6.4 At the time of conclusion of the Agreement, the Contractor carefully examined all the documentation provided by him, became convinced of the nature and content of the Services, and assessed the correctness of the cost of the Services.

6.5 The Contractor bears all risks in providing the scope of Services and does not have the right to refer to any circumstances to the Customer except for those expressly agreed upon by the Parties in this Agreement.

6.6 The Contractor guarantees that all Services will be provided in full within the time agreed by the Parties and within the agreed cost.

**7. Responsibility of the Parties**

7.1 For failure to fulfill and/or improper fulfillment of obligations under the Agreement, the Parties are liable in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

7.2 Responsibility of the Contractor:

7.2.1 If the Contractor delays the provision of Services specified in the Agreement, the Contractor is obliged to pay the Customer a penalty in the amount of 0.1% of the amount of unfulfilled obligations for each calendar day of delay, but not more than 10% of the total amount of the Contract.

 7.2.1.1 The Contractor, at the request of the Customer, is obliged to pay a fine (except for cases of delay in the provision of Services) in the amount of 10% of the cost of the Services in case of non-fulfillment of the contract.

7.2.2 In case of violation of the terms of elimination by the Contractor of identified deficiencies in accordance with the terms of the Agreement, the Contractor pays the Customer a penalty in the amount of 0.1% of the amount of unfulfilled obligations for each calendar day of delay, but not more than 10% of the total amount of the Agreement.

7.2.3 In case of failure to provide an actual calculation of the in-country value in the Services, the Contractor shall pay the Customer a penalty in the amount of 0.1% of the Contract amount for each day of delay, but not more than 10% of the Contract amount.

7.2.4 In case of failure to fulfill the obligations provided for in clause 4.1.8. of the Agreement, the Contractor is liable in the form of a fine in the amount of 0.1% of the total cost of the Contract, which must be paid by the Contractor or may be withheld by the Customer until the parties sign the corresponding (final) act confirming the acceptance and transfer of the Services provided.

7.3 The Contractor agrees that the Customer will withhold the amount of penalties (fines) due to the Customer for non-fulfillment and/or improper performance by the Contractor of its obligations under this Agreement from the amounts payable under this Agreement.

7.4 In the event that the Contractor does not provide security for the execution of the contract within the period established by clause 4.1.3. Agreement, the Customer unilaterally terminates this Agreement and withholds the application security contributed by the potential supplier.

7.5 In case of failure by the Contractor to comply with the requirements of the legislation of the Republic of Kazakhstan in the field of industrial and fire safety, labor and environmental protection, sanitary and epidemiological welfare of the population and (or) internal regulatory documents of the Customer in these areas and (or) failure to comply with the Customer’s requirements to eliminate identified violations, the Contractor bears liability in the form of a penalty in the amount of 0.1% of the amount of the Agreement for each identified discrepancy, but not more than 10% of the total value of the Agreement.

7.6 The Contractor bears civil liability for intentional, unintentional, careless disclosure, loss, disclosure and/or use of Confidential Information; unauthorized disclosure, loss, disclosure and/or use of Confidential Information by persons who had and/or have access to the Confidential Information provided to the Contractor.

7.6 Responsibility of the Customer:

7.6.1 In case of delay in payments (including advance payments) under the Agreement, the Customer must pay the Contractor a penalty in the amount of 0.1% of the amount of the unfulfilled obligation for each calendar day of delay, but not more than 10% of the amount of the Agreement.

7.6.2 In case of delay in returning the advance payment security provided by the Contractor, the Customer must pay the Contractor a penalty in the amount of 0.1% of the amount of the advance payment security for each calendar day of delay, but not more than 10% of the amount of the advance payment security.

7.6.3 In case of delay in the return of the Contract security provided by the Contractor, the Customer must pay the Contractor a penalty in the amount of 0.1% of the amount of the Contract security for each calendar day of delay, but not more than 10% of the amount of the Contract security.

7.6.4 In case of delay by the Customer in signing the Certificate of Services Rendered, the Customer shall pay the Contractor a penalty in the amount of 0.1% of the amount of the Certificate of Services Rendered for each calendar day, but not more than 10% of the total amount of the Agreement.

7.6.5 In case of untimely submission of documents by the Customer (if the terms of the contract require the Customer to provide documents to the Contractor for the provision of Services), as a result of which the Contractor could not fulfill its obligations under the contract, the Contractor has the right to demand from the Customer compensation for damages caused by the delay in the manner established by the legislation of the Republic of Kazakhstan.

7.7 In case of violation by the Contractor of its obligations under the Agreement, the Customer sends information in the prescribed manner to the Procurement Operator of Samruk-Kazyna JSC to add information about the Contractor to the List of Unreliable Suppliers of Samruk-Kazyna JSC.

7.8 In the event of a violation by the Contractor of fulfilling its obligations under the Agreement, the Customer has the right to withhold from the amount of security provided for the performance of the Agreement the amount of the penalty accrued to the Contractor for violation of its obligations under the Agreement and losses incurred in connection with this.

7.9 In the event of termination of the Agreement during the actual provision of Services in an amount less than the advance payment paid by the Customer, the Customer has the right to withhold the corresponding difference from the amount of the deposited security for the return of the advance payment.

7.10 Payment of a penalty (fine, penalty) does not relieve the Parties from fulfilling their obligations under this Agreement.

**8. Procedure for changing, terminating the Agreement**

8.1 Amendments and additions to this Agreement are made in accordance with the legislation of the Republic of Kazakhstan and the Procedure.

8.2 It is not allowed to make changes to the project or the concluded Procurement Agreement that may change the content of the conditions of the ongoing procurement and/or proposal that was the basis for the selection of the Contractor, on other grounds not provided for by the relevant paragraph( s ) of the Procedure.

8.3 The Customer has the right to unilaterally refuse to fulfill the Agreement in the following cases:

8.3.1 Provided for by paragraph 2 of Article 404 of the Civil Code of the Republic of Kazakhstan;

8.3.2 If the Contractor violates its obligations;

8.3.3 Due to the justified inexpediency of purchasing the Services;

8.3.3.1 In the event of a reduction in the Customer’s expenses associated with a state of emergency or other negative phenomena in the economy;

8.3.3.2 In the absence of production necessity based on the decision of the collegial executive body/supervisory board (in the absence of a collegial executive body/supervisory board of the management body/supreme body (sole participant) of the Customer. Refusal to execute the procurement contract due to the justified inexpediency of purchasing Services is permitted subject to payment by the Customer to the Contractor of the expenses actually incurred by him.

8.3.4 Identification by the Customer in the process of executing a contract for the procurement of consulting services that a potential supplier provides unreliable information and/or false information about the absence of a conflict of interest;

8.3.5 in the cases specified in paragraph 1 of Article 31 of the Procedure;

8.3.6 in other cases determined by the Procedure.

8.3.7 if one of the parties to the procurement contract violates the anti-corruption obligations provided for by the terms of the contract.

8.4 If the Customer unilaterally refuses to fulfill the Agreement, the Customer shall send the Contractor a corresponding written notice at least 15 (fifteen) calendar days before the expected date of termination of the Agreement. The notice must indicate the reason for termination of the Agreement, the scope of the canceled contractual obligations, as well as the effective date of termination of the Agreement. If the Agreement is terminated due to the above circumstances, the Contractor has the right to demand payment only for the actual costs associated with the execution of the Agreement on the day of termination.

8.5 The Customer’s refusal to execute the contract unilaterally is not allowed in the event of detection of violations in procurement by the Authorized Body for Procurement Issues represented by a structural unit of Samruk-Kazyna JSC. In this case, the contract can be terminated by mutual agreement of the Parties in accordance with the requirements of the legislation of the Republic of Kazakhstan and upon payment to the Contractor of the expenses actually incurred by him on the day of termination of the Contract.

8.6 If the contract is terminated due to the fault of the Customer, the Contractor has the right to demand from the Customer financial compensation for losses and expenses incurred as a result of improper fulfillment of the terms of the Contract, as well as the amount of penalties and fines.

**9. Correspondence**

9.1 If the terms of the Agreement require any correspondence, submission or issue of notices, instructions, consents, approvals, certificates or anyone's decisions and, unless otherwise agreed, such correspondence shall be in writing without unreasonable refusal or delay. .

9.2 All correspondence documents under or in connection with this Agreement must have the details of the Parties with the Agreement number.

9.3 Any correspondence, notices, reports, requests, demands, approvals, consents, instructions, orders, certificates or other communications that under the terms of this Agreement must be in writing must be provided in advance and delivered by hand or registered mail with postal receipt, fax or by email, followed by providing the original within 5 (five) business days from the date of receipt of the fax/electronic version.

9.4 Any message sent by courier, telex, telegram or fax is deemed (in the absence of confirmation of earlier receipt) to be delivered at the time of transmission.

9.5 A notice sent by registered (air) mail is considered delivered subject to the presence of a post office or courier service stamp,

**10. Duration of the Agreement**

 10.1 This Agreement comes into force from the date of its signing by authorized persons of the Parties and is valid **until December 31, 2024** , and in terms of fulfillment of warranty obligations, mutual settlements, sanctions clause and compliance with confidentiality of information - until the Parties fully fulfill their obligations under this Agreement.

**11. Force majeure circumstances (Force majeure)**

* 1. The parties are not responsible for failure to fulfill or improper fulfillment of obligations under this Agreement if such failure was the result of force majeure circumstances (force majeure). For the purposes of this Agreement, a force majeure circumstance is an event beyond the control of the Contractor and the Customer, not related to the miscalculation or negligence of the Parties, and of an unforeseen nature. Such events may include, but are not limited to, actions such as: military operations, natural or natural disasters, epidemics, government prohibitions, provided that these circumstances have an impact on the fulfillment of obligations under the Treaty and are confirmed by the relevant authorized organizations.
	2. The Party citing force majeure circumstances is obliged to notify the other Party about them within 3 (three) calendar days from the occurrence of such circumstances and submit the relevant document to the authorized organization.
	3. Unless other written instructions are received from the Customer, the Contractor continues to fulfill its obligations under the Agreement, to the extent feasible, and searches for alternative methods of fulfilling the Agreement that do not depend on force majeure circumstances.
	4. The parties are obliged to take the necessary efforts to prevent or mitigate and promptly eliminate the consequences of the occurrence of force majeure circumstances.
	5. The period for fulfilling obligations under the Agreement is extended for the duration of force majeure circumstances. If force majeure circumstances persist for more than 1 (one) month, the Parties by joint decision determine further actions: suspend or terminate the Agreement.
	6. A Party that fails to promptly and properly notify the other Party of the occurrence of force majeure circumstances, indicating the relevant circumstances that influenced the proper fulfillment of obligations under the Agreement, is deprived of the right to refer to force majeure circumstances as a basis for exemption from liability for violation of obligations.

**12. Dispute resolution procedure**

12.1 All disputes and disagreements that may arise between the Parties from this Agreement shall be resolved through negotiations.

12.2 If, as a result of such negotiations, the Parties are unable to resolve a dispute under the Agreement, either Party may demand that this issue be resolved in court (i) in accordance with the legislation of the Republic of Kazakhstan in the Court of the Astana International Financial Center for residents or (ii) in accordance with Rules of the London Court of International Arbitration (LCIA) in the London Court of International Arbitration (LCIA) for non-residents.

12.3 This Agreement is governed by the laws of the Republic of Kazakhstan. However, if the Contractor is not a resident of the Republic of Kazakhstan, then this Agreement may be governed by the laws of England and Wales.

**13. Anti-corruption**

13.1 In fulfilling their obligations under this Agreement, the Parties and their employees do not pay, offer to pay or authorize the payment of any money or valuables, directly or indirectly, to any persons for the purpose of influencing the actions or decisions of such persons in order to obtain any undue advantage or other improper purpose.

13.2 When fulfilling their obligations under this Agreement, the Parties and their employees do not carry out actions qualified by the legislation applicable for the purposes of this Agreement, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on anti-money laundering ) proceeds from crime.

13.3 Each of the Parties to this Agreement refuses to stimulate in any way the employees of the other Party, including by providing sums of money, gifts, gratuitous performance of work (services) to them and other methods that place the employee in a certain dependence, and aimed at ensuring performance by this employee of any actions in favor of the Party stimulating him.

13.4 If a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

13.5 In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to assume that a violation of any provisions of these conditions by the counterparty or its employees has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe , commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on combating the legalization of proceeds from crime.

13.6 The Parties to this Agreement acknowledge the implementation of procedures to prevent corruption and monitor their compliance. At the same time, the Parties make reasonable efforts to minimize the risk of business relations with counterparties that may be involved in corrupt activities, and also provide mutual assistance to each other in order to prevent corruption.

13.7 The Parties undertake to ensure the implementation of procedures for conducting compliance checks in order to prevent the risks of the Parties being involved in corruption activities.

13.8 To report cases of violation of the requirements of the anti-corruption clause, you should use the “hotline”, information about which is posted on the official websites of Samruk- Kazyna JSC and the Customer.

13.9 The Parties undertake to ensure the implementation of procedures for conducting compliance checks in order to prevent the risks of the Parties being involved in corruption activities

**14. Privacy**

14.1 By signing this Agreement, the Parties express their agreement that the contents of this Agreement, as well as information about payment, are not confidential and are available to third parties on the Web portal and/or in other information systems of authorized bodies and organizations of the Republic of Kazakhstan.

Other documentation and information transmitted and/or used by the Parties under this Agreement are confidential and the Parties do not have the right, without the prior written consent of the other Party, to transfer this information to third parties, except as provided for by the current legislation of the Republic of Kazakhstan and the Procedure.

Paragraph two of this paragraph does not apply to cases of judicial consideration of issues related to the subject of the Agreement, in the interests of their practical resolution or in cases in which such disclosure is prescribed by the legislation of the Republic of Kazakhstan or is carried out at the request of authorized government bodies.

14.2 The Contractor agrees that the Customer also has the right to disclose information under the Agreement to Samruk- Kazyna JSC , including, but not limited to, information about payment details and details, by sending statements from counterparty banks serving the Customer through a secure data transmission channel to the information and analytical system of Samruk- Kazyna JSC using the required communication channel protocols.

14.3 The Customer agrees that the Contractor has the right to disclose confidential information, undisclosed information to persons specified in the confidentiality agreement between the Contractor and the Customer, for the purposes of fulfilling obligations under the Agreement and reporting.

**15. Other conditions**

15. 1 The Parties agree to the terms of this Agreement and on the basis of the Contractor’s guarantees and rely in good faith on them. The Contractor guarantees that:
(a) neither the Contractor, nor its affiliates, nor all shareholders of the Contractor are included in the sanctions list of the European Union and (or) Great Britain, and (or) in the sanctions lists of the SDN ( Specially Designated Nationals and Blocked Persons List – list of specially designated citizens and blocked persons), CAPTA (List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions - a list of foreign financial institutions for which the opening or maintenance of a correspondent or pay-through account is prohibited or is subject to one or more strict conditions, NS-MBS (Non-SDN Menu -Based Sanctions List - a list of sanctions not based on SDN) , administered by the Office of Foreign Assets Control of the US Department of the Treasury ), as well as any other sanctions list with extraterritorial effect;

The Contractor's agreement with the Agreement does not entail a violation of the sanctions specified in subparagraph (a) of this paragraph;

(b) on the day when the Contractor is obliged to fulfill the corresponding obligation under the Agreement and before the date of its actual execution in accordance with this Agreement - the Contractor’s accounts, including its own and correspondent ones, used to make payments under the Agreement, are located in banks or financial institutions, that are not included in the Consolidated List of persons, groups and entities subject to EU financial sanctions subject to the asset freeze regime. persons , groups and entities subject , under EU Sanctions , to an asset freeze and the prohibition to make funds and economic resources available to them ), and/or the UK Financial Sanctions Enforcement Authority's Consolidated List of financial sanctions targets of the Office of Financial Sanctions Implementations in the UK), and/or on SDN lists ( Specially Designated Nationals and Blocked Persons List – list of specially designated citizens and blocked persons), CAPTA (List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions - a list of foreign financial institutions for which the opening or maintenance of a correspondent or pay-through account is prohibited or is subject to one or more strict conditions, NS-MBS (Non-SDN Menu -Based Sanctions List - a list of sanctions not based on SDN) , administered by the Office of Foreign Assets Control of the US Department of the Treasury );

(c) the person(s) signing this Agreement on behalf of the Contractor are not included in the sanctions list of the European Union and (or) Great Britain, and (or) in the SDN lists ( Specially Designated Nationals and Blocked Persons List – list of specially designated citizens and blocked persons), CAPTA (List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions - a list of foreign financial institutions for which the opening or maintenance of a correspondent or pay-through account is prohibited or is subject to one or more strict conditions, NS-MBS (Non-SDN Menu -Based Sanctions List - a list of sanctions not based on SDN) , administered by the Office of Foreign Assets Control of the US Department of the Treasury ), as well as any other sanctions list that has extraterritorial effect.

15.2 If any guarantee of the Contractor turns out to be false, unreliable and (or) inaccurate, the Contractor is obliged to compensate the other Party for direct and/or indirect losses arising as a result of or in connection with the unreliability or inaccuracy of such a guarantee of the Contractor, no later than 10 ( ten) working days from the date of receipt of the request of the other Party. At the same time, the Customer has the right to refuse to fulfill this Agreement unilaterally.

 15.3 In the event that, after the date of agreement with the Treaty, any new Sanctions Act is adopted or changes are made to any existing Sanctions Act, or by virtue of an official clarification or decision of the competent government body of the relevant jurisdiction, the scope of application of the existing one is expanded or otherwise changed Sanctions Act (“New Sanctions”), and such New Sanctions:

 (a) based on a reasonable and justified conclusion, the Parties may make it impossible or significantly complicate the fulfillment by the other Party of its obligations under this Agreement and (or)

 (b) have resulted or may result in the inability of such Party to obtain continued access to sources of financing and/or direct and/or indirect losses to the Party (in their reasonable opinion); and (or)
 (c) have resulted or may result in a disruption or interruption of the supply of products/provision of services;

 (d) will entail a violation of the obligations (covenants) of any of the Parties contained in the material loan agreements of any of the Parties, compliance with which is impossible or significantly complicated by the New Sanctions; and (or)
 (e) resulted in a downgrade of such Party's credit rating or there is a likelihood of such a downgrade, confirmed in writing by the relevant rating agency (collectively, the “Effects of the New Sanctions”), such Party undertakes to immediately notify the other Party in writing within 2 business days days from the date of adoption of the New sanctions (each notification provided for in this article is hereinafter referred to as the “Notification of Sanctions”), accompanied by officially supporting documents and the impact of these sanctions on it.

15.4 No later than 2 (two) business days from the date of submission of the Notice of Sanctions, the Parties will hold meeting(s)/negotiations to discuss in good faith and agree on their positions regarding the potential effect of the New Sanctions on the Parties’ performance of their obligations under this Agreement, as well as possible legal and reasonable measures to prevent or possibly reduce such negative impact of the New Sanctions, including amending this Agreement, obtaining permits/licenses from the competent government agency of the relevant jurisdiction (“Good Negotiations”).

15.5 When the Parties reach a mutually acceptable solution based on the results of the Good Faith Negotiations, the Parties will make reasonable efforts to implement the measures agreed upon by them within 5 (five) working days, or within another period agreed upon by them, measures may be implemented to prevent violation of the New Sanctions or their application to the performance by the Parties of this Agreement.

15.6 If the Parties do not reach an agreement after 5 (five) working days after the first day of Good Negotiations, any Party has the right at any time to send to the Party to which New Sanctions are applied or in respect of which arose, leading to the Consequences of New Sanctions (“Prohibited Party ”) notice of failure to reach agreement (“Notice of Not Reaching Agreement”). If such a Notice of failure to reach agreement is sent, the Party has the right to refuse to perform the Agreement unilaterally and demand compensation for direct and/or indirect losses incurred.

15.7 Without limiting the above provisions, the Parties agree that in the event that making any payments under this Agreement in US dollars or [specify currency] becomes illegal, impossible or, as mutually agreed upon by the Parties, otherwise impractical for the Customer due to the New Sanctions, provisions of the article

15.8. shall be applied as a matter of priority, provided that in the reasonable opinion of the Parties, making a payment in an alternative currency allows the Parties to avoid the Consequences of the New Sanctions, in which case, the provisions of clauses 15.5 and 15.6. are not applicable.

15.8 The Parties hereby confirm and agree that, taking into account the uncertainty in the international banking system, if at any time making any payments under this Agreement in US dollars or in (specify currency) becomes illegal, impossible or mutually agreement of the Parties is otherwise impractical, the Customer undertakes to notify the Contractor about this in writing, and the Parties jointly agree in writing on the alternative currency in which such payment will be made (indicate the currency agreed upon by the Parties) (“Alternative Currency”), and bank details account of the Party receiving such payment, the Parties undertake to provide each other with all necessary and reasonable assistance for the successful completion of the payment in the agreed currency.

15.9 Unless otherwise specified in this Agreement, if any amounts contained in this Agreement for which payments or settlements must be made are indicated, calculated or determined (including in the case of application of clause 15.8. in tenge, in rubles or in other currency, then the Parties agree that for the purposes of making such payments or settlements in US dollars, these amounts will be recalculated into US dollars at the rate of the National Bank of the Republic of Kazakhstan on the date of the relevant payment or settlement (the date to which the payment or settlement is linked) or, if The National Bank of the Republic of Kazakhstan does not publish information on the exchange rates of the relevant currencies on its website ( [www.nationalbank.kz](http://www.nationalbank.kz) ), at the rate (specify an alternative national bank of another country), on the date of the corresponding payment or settlement (the date to which the payment or settlement is linked) .

15.10. In the event that the Contractor's banks are disconnected from SWIFT and, as a consequence, the Customer is unable to make a payment to the Contractor, this circumstance will not be considered a violation of contractual obligations on the part of the Customer. In this case, the Parties will agree on the procedure for further actions under the Agreement.

15.11 The Agreement is drawn up in electronic form in the state and Russian languages, having equal legal force, one copy for each of the parties. All correspondence and other documentation exchanged between the Parties related to the Agreement must comply with these conditions.

15.12 All appendices, amendments and additions to this Agreement are its integral parts, provided they are made electronically and signed by authorized persons of the Parties.

15.13 The Agreement is drawn up and regulated in accordance with the legislation of the Republic of Kazakhstan.

**16. Locations and bank details of the Parties**

Beginning of the form

|  |  |
| --- | --- |
| **Customer:****Limited Liability Partnership** **"KMG Petrochem”** Legal address: Atyrau region, Atyrau , Atyrau-Dossor highway, building 301/32,Actual address: Astana, Kabanbay Batyr Avenue, 17, np 14, 7-8 floorsBIN 110740001729 JSC “Halyk Bank of Kazakhstan”,BIC HSBKKZKXIIK KZ676010111000161507 Tel.: +7 (7172) 613-673 | **Executor:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_"**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IIC KZ\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tel.: +7 (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_ |
| **Job title** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 **Appendix No. 1**

**to the Services Purchase Agreement**

**from \_\_ \_\_\_\_\_\_\_\_ 20 \_\_ No. \_\_\_\_\_\_**

**List of purchased Services**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.****lines****PP** | **Name and short****characteristic** | **Additional****characteristic** | **Qty.** | **Unit change** | **Sign****VAT of the Republic of Kazakhstan** | **Total limit amount (tenge including VAT)** | **Place****provision of Services** | **Term****provision of Services** | **Conditions****payment** |
|  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Customer****Limited Liability Partnership " KMG Petrochem "** | **Executor** |
| **Job title** |  |

**Appendix No. 2**

**to the Services Purchase Agreement**

**from \_\_ \_\_\_\_\_\_\_\_ 20 \_\_ No. \_\_\_\_\_\_**

Data sheet

|  |  |
| --- | --- |
| **Customer****Limited Liability Partnership " KMG" Petrochem "** | **Executor** |
| **Job title** |  |

**Appendix No. 3**

**to the Services Purchase Agreement**

**dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ No.\_\_\_\_**

**Forecast/Actual calculation of the share** **of in-country value in the contract for the provision of Services**

**No.\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.​ | Provider | ENS TRU code\* | Name and brief description of purchased goods | Code and name of units of measurement in accordance with MKEI | Volume of purchase | Certificate ST- KZ | Product country code | Intra-country value in goods, in tenge | Intra-country value in the contract, in % |
| in the unit of measurement according to Art. 5 | in monetary terms | No. | Series | Issuing authority code | Year of issue | date of issue | Share of in-country value |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | eleven | 12 | 13 | 14 | **15 (7\*13/100%)**0.00​ | **16( ∑15/∑7\*100%)**x |
|  |  |  |  |  |  | 0.00​ |  |  |  |  |  |  |  | 0.00​ | 0 .00% |

Note:

3. Product code according to the Unified Nomenclature Directory (ENS TRU). Available at: <http://www.enstru.skc.kz/>

1. Certificate number ST-KZ. Example: 01214.
2. Certificate series CT-KZ.
3. Certificate issuing authority code ST-KZ. Example: 650.
4. Year of issue of the CT-KZ certificate. Example: if the year is 2017, then indicate the number 7.
5. Date of issue of the CT-KZ certificate. Example: 06/09/2017.
6. The share of in-country value (%) in the product, indicated in the ST-KZ certificate. If there is no certificate, it is equal to 0
7. Code of the country of origin of the product in accordance with the classifier countries

The share of in-country value is calculated according to the Unified Methodology for Calculating In-Country Value by Organizations, approved by Order of the Minister of Investment and Development of the Republic of Kazakhstan No. 260 dated April 20, 2018.

Signers:

Wasps kuzhat « Electrondyk » kuzhat zhene electrondyk number Koltanba Turaly » Kazakhstan Republic son 2003 zhyly 7 kantardagy N 370-II Zany 7 babyny 1 tarmagyn sәikes Kagaz tasygyshtagy kuzhatpen birdey

This document, in accordance with paragraph 1 of Article 7 of the ZRK dated January 7, 2003 N370-II “On electronic documents and electronic digital signatures,” is equivalent to a paper document