

**LEASE AGREEMENT**  
**"Estate Management Company" JSC**

This Lease Agreement shall determine conditions and provisions of transfer by "Estate Management Company" JSC (hereinafter – "Lessor") at a charge for a temporary possession and use of premises/parts of building/ apartments/ parts of land plot, parking places to individuals, legal entities (branches and representative offices), individual entrepreneurs, professionals with a private practice etc. (hereinafter – "Lessee"), as well as established the Parties' rights, liabilities, responsibilities (as defined below), as well as other peculiarities legal arrangements between the Lessor and Lessee (as defined below).

This Lease Agreement is the agreement of accession entered into in accordance with the provisions of article 389 of the Civil Code of the Republic of Kazakhstan which provisions may be accepted by the Lessee not otherwise than by accession to the Lease Agreement in general based on the Statement of Accession to the Lease Agreement (hereinafter – "Statement of Accession") signed by the Lessee (Lessee's authorized representative) in accordance with the requirements of the legislation of the Republic of Kazakhstan.

Information of the Lessee shall be stated in the Statement of Accession. Thereat the Statement of Accession and the Lease Agreement shall be considered only as a single document. Signing of the Statement of Accession by the Lessee (his representative) certifies that:

- the Lessee has read, understood and accepted the provisions of the Lease Agreement in full, with no comments and objections;
- the Lease Agreement contains no exacting terms for the Lessee which would not be accepted by him based on his reasonably understood interests;
- the Lessee is not entitled to refer to absence of his signature on the Lease Agreement as the evidence that the Lease Agreement has not been read/understood/accepted by him, if "Estate Management Company" JSC has the Statement of Accession signed by the Lessee (his representative);
- All the provisions of the Lease Agreement shall meet the Lessee's interests and will expressions in full;
- entering into the Lease Agreement and fulfillment of the provisions thereof shall not violate and will not case violation of the Lessee's incorporation and other documents and (or) any provision of the legislation of the Republic of Kazakhstan and (or) legislation applied to the Lessee.

All the Appendices to the Lease Agreement (if any), statements accepted by "Estate Management Company" JSC from the Lessee within the Agreement are an integral part of the Agreement.

**TERMS AND DEFINITIONS**

Capitalized terms used in the text of the Lease Agreement, as well as in the Statements of Accession and Appendices to it, have the following meanings, unless otherwise provided in the text of the Lease Agreement.

1. **«Agreement»** - this Lease Agreement, all its annexes, including the Statements of Accession that are an integral part of the Agreement, based on the requirements of the current legislation of the Republic of Kazakhstan.
2. **«Statement of Accession»** – the Lessee's (his representative's) written will expression containing the Lessee's intention to access to the Agreement, as well as other information and provisions required to access to the Agreement.
3. **«Building»** - Business Center /Shopping and Hotel Complex (hereinafter «SHC») /Residential Complex whereof the information is specified in clause 10 of the Statement of Accession owned by the Lessor on the basis of ownership.
4. **«Lease Object»** – is the Premises/part of the Building/apartment, part of the land plot, parking space leased to the Lessee in accordance with the terms of this Agreement, the details of which are specified in clause 11 of the Statement of Accession.
5. **«Act of acceptance and transfer of the Leased Property»** – is a document confirming the fact of proper transfer by the Lessor to the Lessee of the Leased Object on the terms of the Agreement, drawn up by the Parties in the form established by the Lessor.
6. **«Lease of Acceptance Certificate of Lease»** – is a document confirming the fact of proper lease (return) by the Lessee to the Lessor of the Lease on the terms of the Agreement, drawn up by the Parties in the form established by the Lessor.
7. **«Rules»** – rules regulations of Business center/ of SHC/Residential Complex the details of which are specified in clause 10 of the Statement of Accession. The rules with the exception of the Rules in Esentai Apartments, which are established by the Cooperative of Property Owners, are available on the website <https://emc-plc.com> apply to the Lessee and are binding on the Lessee (subject to changes that may be made to them) for the duration of this Agreement. By signing this Agreement, the Lessee confirms full Agreement with the Rules and their compliance.
8. **«Lease term»** – is a period of time during which the Lessee temporarily owns and uses the Leased object provided to him in accordance with the procedure and under the conditions established by the Agreement. The Lease term for the Lease Object starts from the date of signing the Statement of Accession and Acceptance certificate of the Lease Object and expires on the date specified in clause 12 of the Statement of Accession.
9. **«Payments»** – is the amount of money that the Lessee is obligated to pay to the Lessor in the amount, terms and in the manner established in this Agreement, including: Rental, Operating Expenses, Utility Payments.
10. **«Rental»** – is the amount of the monthly rent for the rental of the Property.
11. **«Operating expenses»** – is the total amount of expenses and expenses of the Landlord related to the management, operation, maintenance, maintenance and repair of the Building and the adjacent territory of the Lease object, including expenses on repair of engineering systems and equipment, cleaning expenses (cleaning) and washing windows/facades, expenses for garbage removal, expenses for guarding the building where the Lease Object is located (without the services of guarding the Lease Object itself), expenses for paying for the services of the management company/Association of property owners/CAO/Cooperative of premises owners (if any) and others Other expenses of the Lessor.
12. **«Utility payments»** – are payments for utilities (hot water, cold water, wastewater (sewage), heat, electricity, ventilation, chemical water treatment and other services) at the current rates of utility providers.
13. **«Guarantee contribution»** – is a lump sum in the amount of the Rent and Operating Expenses for one month including VAT, paid by the Lessee to the Lessor as a guarantee of the proper fulfillment by the Lessee of their obligations under the Agreement, to be transferred by the Lessee to the Lessor's bank account within the time period established by the Agreement.
14. The territory of the Business Center/SHC/ Residential Complex is the building of the Business Center/SHC / Residential Complex as a whole, as well as the territory adjacent to the Building, including parking.
15. **«Common Areas»** – is the area of the territory of the Business Center/SHC / Residential Complex, accessible to employees, partners, customers, visitors, guests, representatives of the Lessor and the Lessee, other tenants in the manner established by the Lessor (vestibules, halls, corridors, vertical flights, sanitary facilities, parking and other places), except for the leased Property. The procedure for using the Common Areas is defined in the Rules.

16. «**Damage**» – damage, destruction, damage to the Lease Object and/or the Building, any utilities of the Building, etc.
17. «**Inseparable improvements**» - structural elements of the Lease Object (its parts), introduced (produced) by the Lessee including on the basis of projects approved by the Lessor (technical project and project design) that cannot be separated from the Lease (its parts) without causing damage to the Lease. Inseparable improvements include the results of repairs, finishing, electrical, installation and commissioning works carried out at the Lease Object, leasing redevelopment results, windows, roll shutters, stained glass systems (stained-glass windows), doors, including their fittings, suspended ceilings, floor coverings, ventilation and additional engineering equipment etc.
18. «**Technical project**» - project documentation of the Lease Object developed by the Lessee, in accordance with the current GOST(State Standards) and SNiPs of the Republic of Kazakhstan and provided to the Landlord for approval. The technical project must contain requirements that ensure the protection of life and health of people, property (including measures to preserve the existing structures of the Building, its infrastructure, urban communications and engineering networks located in the Lease Object, as well as in the immediate vicinity of the Lease Object and the Building), national wealth and the environment, requirements that exclude the occurrence and development of fires, provide for the use of materials and equipment that meet the quality requirements of Kazakhstan and international standards, fire safety requirements and other standards contained in the legislation of the Republic of Kazakhstan.
19. «**Design project**» - design documentation for the design of the facade and interior decoration of the Lease Object, developed by the Lessee and provided to the Landlord for approval, including the design and interior decoration of the Lease Object.
20. «**Building Security**» - a security organization and / or a set of measures implemented by a security organization to ensure law and order protection of public areas of the Building, the Landlord's inventory, equipment of the Building and the territory adjacent to the Building, acting on the basis of a separate contract for the protection of the Building with the Landlord.
21. "**Working days**" - means days from Monday to Friday, except for weekends and holidays determined in accordance with the legislation of the Republic of Kazakhstan.
22. "**Calendar day**" - means any day that has an ordinal number in a calendar month, including Working days as defined above, as well as days that are officially considered weekends and holidays in the Republic of Kazakhstan.
23. "**Grace period**" – period when the Payments for the Lease object requiring the repairing works (minor/ major repairs) may be put down by the Lessor for the period and amount confirmed by the Lessor based on the documents submitted by the Lessee, notably statement of repairing works and estimate of construction and assembly works.

## 1. SUBJECT OF THE AGREEMENT

- 1.1. **Within 5 (five)** working days from the date of paying Guarantee contribution by the Lessee, the Landlord transfers for a fee, and the Lessee accepts for temporary possession and use of the Lease Object the detailed of which are specified in clause 11 of the Statement of Accession on the terms and in the manner prescribed by this Agreement, by signing the Acceptance Certificate of the Leased Object.
- 1.2. The plan of the rental object is indicated in Appendix №1 to the Statement of Accession.
- 1.3. The lease term for the Lease Object starts from the date of signing the Acceptance Certificate of the Lease Object by the Lessee and expires on the date specified in clause 12 of the Statement of Accession.
- 1.4. The designated use of the Lease object is specified in clause 13 of the Statement of Accession.
- 1.5. The right to lease of the Leased Object cannot be pledged or used as other security for fulfillment of the obligation, as well as the Lessee's contribution to the authorized capital of legal entities. The lessee has the right to use the lease right of the Leased Object owned by him only in accordance with the purpose specified in part 1.4. of the actual Agreement.

## 2. ACCEPTANCE AND REFUND PROCEDURE OF THE PROPERTY FOR RENT

- 2.1. The Lessor transfers to the Lessee the Lease Object under the Acceptance Certificate, which is drawn up by the Lessor, signed by authorized representatives of the Parties, sealed with stamps (if any) and is an integral part of this Agreement. The condition of the leased property (technical and sanitary), the presence/absence of any property, including the Lessor's household appliances, detected deficiencies (if any), utilities meter readings (if any) and other information regarding the leased object are described by the Parties in Act of acceptance of the rental object.
- 2.2. The Lessee accepts the Lease Object in the "As Is" state, and the Lessor is not required to make any changes or improvements to the Lease Object in order to prepare it for transfer to the Lessee. The Landlord transfers to the Lessee household appliances specified in the Acceptance Certificate in working condition. The necessary consumables for the further operation of household appliances are not provided by the Lessor. In the event of a breakdown of household appliances within 30 (thirty) calendar days from the date of signing of the Acceptance and Transfer Act, subject to proper operation, repair of household appliances is carried out by the Lessor, with the exception of cases of damage to household appliances that occurred through the fault of the Lessee. In other cases, repair of household appliances is carried out by the Lessee independently and at their own expense.
- 2.3. On the date of transfer of the Leased Object, the Lessee is obliged to ensure his presence or the presence of his authorized representative to inspect the Leased Object and sign the Acceptance Certificate of the Leased Object.
- 2.4. If the Lessee fails to accept the Lease Object on the date of signing the Statement of Accession, the Landlord has the right to refuse to execute the Agreement unilaterally out of court, in accordance with the terms of clause 7.6. Agreement.
- 2.5. Any changes or improvements at the Lease Object can be made by the Lessee at his own expense, without compensation from the Lessor and only with the written consent of the Lessor, including changes to the electrical, plumbing, heating, ventilation or other systems of the Building. If necessary, at the request of the Landlord, then Lessee is obliged to submit for consideration and approval to the Landlord the Technical Project and the Design Project.
- 2.6. Any changes or improvements to the Rental Object must be made by contractors with the proper reputation and the necessary licenses/permits, in compliance with the necessary quality standard when making changes or improvements, their compliance with the legislation of the Republic of Kazakhstan. The Lessee may not make changes or improvements to the Lease Object in ways that could harm the normal functioning of the Lease/Building or the use of the Lease/Building by other tenants.
- 2.7. The separable improvements of the Lease Object are the property of the Lessee. Inseparable improvements from the moment of expiration or early termination of the Agreement become the property of the Lessor.
- 2.8. The return of the rental object is carried out no later than 1 (one) calendar day after the expiration of the rental period, including upon termination of the Agreement for any reason, according to the Acceptance Certificate of the rental property, which is signed by authorized representatives of both Parties and sealed by the Parties (if availability). The Lessee releases the Leased Property from its property until the signing of the Acceptance Certificate of the Leased Property. At the same time, when drawing up the Acceptance Certificate for the Lease Object, the data specified by the Parties in the Acceptance and Transfer Act when transferring the Lease Object from the Lessor to the Lessee shall be taken into account.

2.9. The Lessee transfers the Rental Object in the same condition as at the date of signing the Acceptance and Transfer Act, taking into account normal wear and tear. If the Lessor has comments on the status of the returned Lease Object, the Lessee is obliged to eliminate all/any comments of the Lessor within the period agreed by the Parties. After the Lessee removes the indicated remarks, the Lessor re-accepts the Leased Property and, if all the remarks indicated by the Lessor have been eliminated, signs the Acceptance Certificate of the Leased Object. The Lessee may pay the amount indicated by the Lessor for the Lessor to eliminate on his own the comments on the status of the Leased Object returned by the Lessee.

### 3. SETTLEMENT PROCEDURE

3.1. Payment under this Agreement is made by the Lessee in the following order:

3.1.1. The monthly rent which amount is specified in clause 14 of the Statement of Accession is paid by the Lessee monthly in the order of 100% prepayment for next month, no later than the 5th day of the settlement period. The beginning of the billing period means the first day of each calendar month.

3.1.2. Payment of Operating expenses which amount is specified in clause 15 of the Statement of Accession is made by the Lessee every month in the order of 100% prepayment for next month, no later than the 5th day of the calculation period. In the cases if the procedure and terms of payment of the Operating expenses are stipulated separately in the rules of the management company/ Cooperative of premises owners/ Association of property owners / CAO or other entity servicing the Business Center / Residential Complex, the payment is made by the Lessee based on the submitted invoice within the terms and in the procedure specified in the rules. The amount of Operating expenses may be changed by the Lessor unilaterally in the event of an increase in the costs of management, operation, maintenance, maintenance and repair of the Lease/Building.

3.1.3. Utility payments are made by the Lessee on the basis of the relevant accounts within 5 (five) business days from the moment they are received by the Lessee.

3.1.4. A guarantee contribution which amount is specified in clause 16 of the Statement of Accession is paid by the Lessee no later than 3 (three) business days from the date of signing of the Statement of Accession. In case of a change in the Rental fee, the Guarantee contribution shall be subject to a proportionate change and proportionate replenishment by the Lessee. In case of conclusion by the Parties of the Agreement for a new term or prolongation of the Agreement, the Guarantee contribution made earlier by the Lessee will be credited by the Lessor against the Guarantee contribution under the Agreement concluded for a new term. In case of satisfaction of Landlord's interests and/or compensation of Landlord's losses from the Guarantee Contribution funds provided for in this Agreement, Lessee shall replenish it by a reduced amount within 5 (five) working days from the date of receipt of Landlord's account.

3.2. In accordance with Article 412 of the Code of the Republic of Kazakhstan «On taxes and other obligatory payments to the budget», the Lessee independently receives electronic invoices on the portal <https://esf.gov.kz> and makes payment within the time periods specified in part 3.1. of the actual Agreement. If it is not possible for the Lessee to receive an electronic invoice on the <https://esf.portal.gov.kz>, the Lessee no later than the 05th day of each current (paid) month is obliged to independently contact the Lessor (Building Manager) for an invoice in paper form and make payment under the Agreement within the time period established by this Agreement. Failure to receive or delay in receipt by the Lessee of an e-invoice, not through the fault of the Lessor, shall not be grounds for non-payment of the Lease within the time period established by this Agreement. The requirements of this paragraph shall not apply if the Lessee is an individual.

3.3. All payments under this Agreement are made in tenge by bank transfer by transferring to the Lessor's bank account specified in clause 11.10 of this Agreement. Each Party shall independently bear its bank expenses associated with the payments of this Agreement.

3.4. By signing this Agreement, the Lessee agrees that all/any payments made by the Lessee under this Agreement or for any other reason, despite any indication in a payment order or other payment document, can be used by the Lessor for the purpose of repayment of the Lessee's debt on payments provided for in the Agreement and will be sent by the Lessor to repay the amounts under the Agreement in the following order, unless the Landlord specifies a different order:

3.4.1. payment of penalties/interest/fines under the Agreement (if any) payable by the Lessee to the Lessor for violations of the terms of this Agreement;

3.4.2. payment of arrears under the Guarantee Contribution;

3.4.3. payment of overdue debts on utility bills;

3.4.4. payment of overdue debt for operating expenses and rent;

3.4.5. payment for utility bills;

3.4.6. payment of Operating fees and Rent. Repayment of each following paragraph of this clause 3.4. Contract is made only after full repayment of the debt under the previous subparagraph of the present clause 3.4. Of the contract.

3.5. If the date of accessing to the Agreement does not coincide with the first day of the corresponding current (paid) month, the Lessee pays the rent for the current (paid) month, based on the number of rental days for the period from the start of the rental period to the end of the current (paid) month. Moreover, the rent for the above period must be paid by the Lessee within 3 (three) working days from the date of signing the Statement of Accession.

3.6. The Lessee undertakes to pay utility bills from the moment of transfer of the Lease Object in accordance with the terms of the Agreement.

3.7. The cost of communication services (telecommunication services) are not included in the total amount of payments under this Agreement. The Lessee has the right to use the services of any telecommunications service provider after the approval and written approval of the Lessor. At the same time, the Lessee conducts all payments for telecommunication services directly with the provider.

3.8. The date of payment under the Agreement shall be the date of actual receipt of money in the bank account of the Lessor.

3.9. Payments are defined and indicated in the Agreement excluding Value Added Tax ("VAT"). VAT will be calculated and paid by the Lessee, according to the legislation of the Republic of Kazakhstan, in addition to the amounts due to be paid under the Agreement, so that all Payments issued and received by the Landlord will not be reduced in any way by the amount due to VAT.

3.10. Taxes and other mandatory payments to the budget that arise as a result of the fulfillment of the terms of the Agreement are borne by each Party independently. If the Lessor faces the obligations on payment of the taxes and other mandatory payments to the budget as the result of the Lessee's activities, the Lessor is entitled to re-raise the amounts to be paid to the Lessee.

3.11. It is prohibited for the Lessee to Reduce the amount of any payment under the Agreement by setting off any counterclaims against the Landlord.

3.12. Rent and/or Operating Fees Payments and Guarantee Fee hereunder shall be subject to unconditional annual increase by Landlord unilaterally in the past 12 months. (twelve) monthly period, per inflation rate in the Republic of Kazakhstan established as of the previous reporting year (from January to January), on the basis of data provided by the authorized state body for statistics of the Republic of Kazakhstan, the Notice of change of the above payments, made in accordance with this paragraph, shall be sent by

the Landlord to the Tenant in writing before the invoice is issued. The invoice for payment in accordance with this clause shall be issued to the Tenant by the Landlord without signing by the Parties the changes and additions to the Statement of Accession.

3.13. The amount of Rent and / or Operating expenses may be reviewed and changed by the Landlord unilaterally, except for the cases specified in clause 3.12. of the Agreement, but not more than twice in a 12 (twelve) month period.

In case of change of the amount of Rent and/or Operating costs, the Landlord within 10 (ten) working days from the date of adoption of such changes shall notify the Lessee about the Rent change and/or Operating expenses.

The Lessee is obliged to sign the corresponding amendment and addition to the Statement of Accession within 5 (five) working days of informing the Lessee about the change of the amount of the Rental and/or Operational expenses or provide a notice of non-acceptance of the changed amount of the Rental and/or Operational expenses as a result of which the Agreement to be terminated in accordance with clause 7.3. of the Agreement from the date of coming of the amount of the Rental and/or Operational expenses into effect.

3.14. In case of early termination of the Agreement for any reason or upon expiration of the Agreement, the Lessee is obliged to pay all payments payable under the Agreement before the date of actual transfer of the Lease Object to the Landlord under the Act of delivery and acceptance of the Lease Object.

#### **4. ARRANGEMENTS OF USE OF THE RENTAL PROPERTY**

4.1. The Lessee confirms and warrants that the Leased Object will not be used for illegal purposes. The tenant will ensure compliance with the legislation of the Republic of Kazakhstan when using the Lease Object and carrying out its activities in it, and, if necessary, will receive the necessary permits and licenses.

4.2. The Lessee undertakes not to change the purpose of the Lease Object without the prior written consent of the Landlord.

4.3. The Lessee will not allow actions/omissions on the Rental Object, in the territory of the Building that may interfere with the normal functioning of the Rental Object/Building or the use of the Rental Object/Building by other tenants.

4.4. The Lessee does not have the right to sublet the Lease Object, assign the lease right to third parties, fully or partially provide the Lease Object for use by any third parties, or transfer the rights and obligations under the Agreement to third parties for any reason without obtaining the prior written consent of the Landlord

4.5. In case of violation of the conditions stipulated in paragraph 4.4. Of the contract, the Renter shall pay a fine according to paragraph 6.4. Agreement, and any transactions concluded in violation of para 4.4. The contract will be void. The Landlord is entitled to terminate the Agreement in unilateral extrajudicial manner in accordance with the provisions of clause 7.6. Of the contract.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **5.1. The lessor has the right:**

5.1.1. Demand from the Lessee timely and full payment of the Payments stipulated by the Agreement

5.1.2. Notifying the Tenant (with the exception of emergency situations), enter in the presence of representatives of the Tenant at the Lease Object with the aim of:

- showing them to potential buyers, tenants or lenders;
- verification of the intended use by the Lessee of the Lease Object in accordance with paragraph 1.4. actual Agreement;
- carrying out repairs or production, changes in any adjacent room.

5.1.3. Require the Lessee to ensure the performance by the employees, partners, customers, visitors, guests of the Lessee of the established Rules. Make other changes and/or additions to the Rules by giving the Lessee a written notice not less than 5 (five) business days prior to the effective date of the relevant changes or/additions.

5.1.4. At any time and without the knowledge and consent of the Lessee, enter the Lease Object in the event of an emergency and/or an emergency situation that cannot be delayed, in the event of a fire, flooding, malfunction and / or breakdown of engineering systems, or other emergency situations to prevent or eliminate such situations and in cases of inspections by state authorized bodies.

5.1.5. Establish requirements in the form of rules and / or separate orders that are both General and individual in nature for the use of the Lease Object, conducting commercial and current activities at the Lease Object. Such rules and / or orders are communicated to the Lessee in writing, by sending a notification 5 (five) calendar days before the date of their entry into force and are binding on the Lessee.

5.1.6. Change the working hours of the Building and the Lessee by notifying the Lessee in writing in advance. In case of emergency, including by decision of state authorities, the Landlord has the right to change the working hours of the Building and the Lessee immediately, without sending a written notification to the Lessee.

5.1.7. Change the size of Payments and the Guarantee contribution in accordance with the terms of this Agreement.

5.1.8. To terminate this Agreement ahead of schedule in cases of non-fulfillment and / or improper fulfillment by the Lessee of the obligations stipulated by this Agreement.

5.1.9. Use the guarantee fee or any part of it during the lease Term and/or at the end of the lease Term and/or upon termination of the Contract to compensate for losses caused to the Landlord (including damage to the Lease Object, engineering and utility systems of the Building), as well as for the purpose of repayment of outstanding payments stipulated in the Contract.

5.1.10. Withhold the amount of the Guarantee contribution without the Tenant's consent as a penalty for early termination of the Agreement at the Tenant's initiative.

5.1.11. Disconnect the Tenant from the supply of utility services in case of late payment of utility bills.

5.1.12. Carry out scheduled and unscheduled inspections to ensure that the Lessee complies with the Rules and other instructions of the Lessor, draw up acts and other documents, reasonably demand the elimination of violations.

5.1.13. To conduct video surveillance (independently and / or through the Security Service) and, if necessary, take additional measures aimed at ensuring the safety of visitors on the territory of the Building.

5.1.14. To recover from the Lessee losses (real damage and / or lost profits) arising from the Lessor as a result of non-performance and / or improper performance by the Lessee of his obligations under this Agreement, as well as violation of the norms established by the legislation of the Republic of Kazakhstan (including the costs of paying penalties imposed on him by the relevant state bodies and organizations, etc.)

5.1.15. At any time during the period of the Lessee's repair work, freely enter the Lease Object in order to check the condition of the Lease Object, the degree of quality of the materials, structures and equipment used, work performed by the Lessee's contractors, and also has the right to demand any information and documents related to the Lessee's repair works at the Rental Object. The Lessor also has the right to require the Lessee to conduct any tests and immediately provide the Lessor with the results of such tests.

5.1.16. Without prior notice to the Tenant, in the presence of the Tenant's employee, freely enter the Leased Object in order to check the Tenant's compliance with fire safety rules with drawing up inspection reports and a plan to eliminate the violations identified in accordance with the requirements of the legislation of the Republic of Kazakhstan, including the Technical Regulations "General

requirements for fire safety", Fire safety rules, Electrical installation rules, Technical operation rules of consumer electrical installations.

5.1.17. Without any restrictions, alienate (including sell), transfer rights and obligations, pledge and otherwise dispose of their rights to the Building (both in General and in particular), as well as transfer their rights and/or obligations or pledge their rights under this Agreement (both in General and in particular) without the consent of the Lessee, which in all such cases is given by the Lessee by signing this Agreement

**5.2. The landlord must:**

5.2.1. Provide the Lessee with the Acceptance and Transfer Certificate of the Leased Object for temporary possession and use of the Leased Object

5.2.2. Carry out major repairs of the Building, maintenance of engineering systems of the Building, current repairs of Common Areas at its own expense. In cases where the repair work will interfere with the Lessee's access to the Lease Object, the Landlord will notify the Lessee in advance of the start date and expected duration of the repair work.

5.2.3. Not to take actions preventing the Lessee from using the Leased Object in accordance with the intended purpose in accordance with clause 1.4. of this Agreement.

5.2.4. Upon the expiration of the Agreement and subject to proper fulfillment by the Lessee of his obligations under the Agreement, grant the Lessee a pre-emptive right over other persons to access to the Agreement, all other things being equal, for a new period agreed by the Parties.

5.2.5. Ensure the supply of utilities provided for in the Contract at the rental Facility. Utilities can be not provided partially or in full in the following cases:

- a) if the Landlord does not allow you to do these circumstances beyond its control, including, including the shortage of public resources, or temporary interruptions of utilities and the circumstances stipulated by the current legislation of RK;
  - b) if the relevant services cannot be rendered as a result of emergency and / or unplanned work carried out by the organizations providing such services;
  - c) if the relevant services cannot be rendered as a result of planned work carried out by the organizations providing such services.
- The Landlord is not responsible for the circumstances specified in this clause.

5.2.6. At the of the Lease Term and with proper fulfillment by the Lessee of all their obligations under the Agreement, return the Guarantee Fee or the part remaining after its use to the Lessee within 30 (thirty) calendar days from the date of signing by the Parties of the Acceptance Certificate of the Leased Object, except for the cases stipulated by the Agreement.

**5.3. The tenant has the right:**

5.3.1. Upon the expiration of the Lease Term for a one-time conclusion of the Agreement for a new term, all other conditions being equal to the Agreement and subject to proper performance by the Lessee of his obligations under the Agreement, the priority right over other persons in the manner of Article 557 of the Civil Code of the Republic of Kazakhstan.

5.3.2. After signing the Statement of Accession, require the Landlord to timely transfer the Lease Object under the Acceptance and Transfer Act of the Lease Object.

5.3.3. To make changes to the electrical, water, heating, ventilation or other systems of the Building or to improve the Rental Object at its own expense, without compensation from the Lessor, only prior with the written consent of the Lessor.

5.3.4. Use the common areas on a common basis and in accordance with the Rules.

5.3.5. With the prior written consent of the Landlord, install security and other alarms at the Rental Object at his own expense. Dismantling of the specified equipment is carried out with the consent of the Lessor at the expense of the Lessee with a complete restoration of the initial condition of the Lease Object that existed before the installation of such equipment.

**5.4. The tenant must:**

5.4.1. By the time of signing the Statement of Accession, provide the necessary documents (copies of constituent documents (in the case of a legal entity), a copy of an identity card, state registration certificate of an individual entrepreneur, etc. (in the case of an individual or individual entrepreneur) and familiarize themselves with the Agreement and Rules.

5.4.2. Accept the Leased Object from the Lessor according to the Acceptance and Transfer Certificate of the Leased Object on the date of signing the Statement of Accession. By the Agreement, unless another period has been agreed by the Parties..

5.4.3. Provide access to the Lessor to the Lease Object for the purposes and in the manner prescribed by the Agreement.

5.4.4. Accept the changed amount of Payments for payment, in case of a change in tariff rates, in accordance with clause 3.13. Agreement.

5.4.5. Observe and ensure compliance by its employees, partners, customers, visitors, guests with sanitary and epidemiological standards and regulations, safety regulations, civil defense rules, rules for the operation of electrical appliances and electrical installations, fire safety standards and be responsible for violation of these requirements.

5.4.6. Observe and ensure compliance by its employees, partners, customers, visitors, guests of the Rules, including in the common areas of the Building, the following conditions:

- comply with the access control, entry and exit rules to/from the territory(s) of the Building;
- Do not park cars in the wrong places, interfering with the passage of other vehicles;
- not to use for warehousing and storage of any items evacuation routes and common areas;
- do not leave garbage and waste in parts of the Rental Object / Building that are not provided for this purpose and in Common Areas;
- it is forbidden to carry out any work at the Lease / Building / Common Areas that could violate the integrity of the Lease / Building or change its design, as well as to rebuild, complete or liquidate any parts of the Lease / Building / Common Use without appropriate approval of such works by the Lessor;
- it is prohibited to walk animals on the territory of the Building;
- noisy work, events and activities in the Building are prohibited at night without the permission of the Landlord;
- prohibited (with the exception of specially designated places) smoking in the territory of the Building and inside the Building;
- comply with other conditions in accordance with the Rules.

5.4.7. Be liable under the Rules.

5.4.8. If the Lessee intends to use the pre-emptive right over other persons to access to the Agreement for a new term, notify the Lessor in writing of his intention at least 30 (thirty) calendar days before the expiration of the Lease Term. In the event that a notice is not provided within the specified period, the right to enter into an Agreement for a new term is lost.

5.4.9. Ensure the implementation of all changes to the Leased Object with preliminary agreement with the Landlord (if necessary, with the Technical Project and / or Design Project of the Leased Object, approved by the Landlord), subject to the required quality standard (in accordance with the Technical Project and / or Design Project of the Object lease, in the case of approval of such / such), and their compliance with the legislation of the Republic of Kazakhstan (including compliance with fire safety requirements) with the help of contractors that have a proper reputation and possess the necessary licenses and permits.

- 5.4.10. At its own expense and by itself, to maintain the Lease Object in good condition, if necessary, determined by the Lessee independently, to carry out current repairs of the Lease Object. The Lessee has the right to carry out the above-mentioned noise works only during the hours separately agreed with the Lessor. The term for the repair work is established by written agreement with the Lessor.
- 5.4.11. Use the rental object in accordance with its intended purpose in accordance with paragraph 13 of the Statement of Accession, the Rules and in accordance with the legislation of the Republic of Kazakhstan.
- 5.4.12. Make timely payments under this Agreement in the manner and on the conditions provided for by the terms of the Agreement.
- 5.4.13. After the Lessor uses the Guarantee contribution in the manner provided for in paragraph 5.1.9. of this Agreement, to replenish the Guarantee contribution to the amount established by this Agreement within 10 (ten) business days from the receipt of the relevant notice to the Lessor.
- 5.4.14. Do not install signs on the Lease Object and/or place inscriptions on the doors, windows of the Lease Object without the consent of the Lessor.
- 5.4.15. Compensate to the Lessor the cost of all utilities consumed at the Lease Facility and in Common Areas in accordance with Article 3 of this Agreement.
- 5.4.16. Reimburse (in the presence of guilt and evidence of damage) to the Lessor losses resulting from non-fulfillment and/or improper fulfillment by the Lessee of their obligations under this Agreement, as well as violations of the norms established by the legislation of the Republic of Kazakhstan (including the costs of payment of penalties imposed on it) relevant state bodies and organizations, etc.) in the forms and sizes established by this Agreement.
- 5.4.17. Carry out measures for registering the Agreement and incur the costs of state registration of encumbrances of the right to use at the Leased Object Lease term is one year. For lease agreements over a year, the Lessee's obligation to pay Payments under the Agreement does not depend on whether the state registration of the Agreement is completed or not. Under such lease agreements over a year, the Lessee is also obliged to carry out his account of all measures for the state registration of changes made to the Agreement, as well as the termination of the Lessee's rights under the Agreement within 30 (thirty) calendar days from the date of such changes / termination of the Agreement.
- 5.4.18. Before starting a business, as well as any other commercial activity on the Lease Object, obtain all the licenses and permits necessary for conducting business activities, including but not limited to, register a legal entity / register as an individual entrepreneur, etc., as well as in the process of doing business, as well as any other commercial activity at the leased facility, pay the relevant taxes and other mandatory payments, and be responsible for failure to perform the actions specified in this subparagraph.
- 5.4.19. Independently receive invoices for payment, invoices and an act of completion. Failure to receive an invoice for payment and/or untimely receipt of an invoice by the Lessee shall not be grounds for delay or interruption of payment under this Agreement and does not release the Lessee from the performance of his duties within the terms established by the Agreement and from the payment of penalties.
- 5.4.20. Return duly signed invoices for payment, acts of completed work no later than the 5th day of the current month (for accounts) and the 5th day of the month following the paid one (for acts of completed work) or send the Lessor a reasoned refusal no later than the 5th the month following the paid one.
- 5.4.21. In case of non-receipt, untimely receipt, non-return of the signed or untimely return of the signed invoice for payment, an act of work performed within the time periods specified in paragraphs. 5.4.19. and 5.4.20. Contracts, documents are considered received and accepted by the Lessee as amended by the Lessor.
- 5.4.22. Prevent and quickly eliminate the spread of adverse effects on other parts of the Building, emanating from the Rental Object or any equipment used at the Rental Object: smell, evaporation, water, steam, vibration, noise or other undesirable phenomena, in excess of the standards established by the legislation of the Republic Kazakhstan.
- 5.4.23. In the event of an accident or the failure of any systems or equipment located on the Rental Object/Building and the territory adjacent to it, immediately inform the Landlord, as well as organizations providing the services of the corresponding engineering network, and, as soon as possible, proceed to measures to eliminate the accident. At the same time, the Lessee provides representatives of emergency services, the Lessor with free access to the Lease Object and to those parts in which there are electric networks, pipes and other networks, as well as their elements, inseparable improvements of the Rental Property made by the Lessee remain the property of the Lessor.
- 5.4.24. At the end of the Lease Term or termination of the Agreement, pay all payments due under the Agreement, forfeit and damages, as well as sign the Final Settlement Deal with the Lessor. Not later than 1 (one) business day after the expiration of the Lease Term or termination of the Agreement, release the Lease Property on your own and at your own expense and transfer it to the Lessor on the basis of the Acceptance Certificate of the Lease in the condition in which the Lessee initially accepted the Lease, except natural wear and tear and inseparable improvements. Take out your property, equipment and separable improvements of the Lease Object with the written permission of the Landlord. At the same time, the cost of inseparable improvements made by the Lessee at the Lease Object at his own expense during the Lease Term is not refundable.
- 5.4.25. To return to the Lessor the rental object within the time periods specified in clause 2.8. of this Agreement, in the same condition as at the date of signing of the Agreement, given the wear and tear, as well as to release the Leased Object from its property.
- 5.4.26. Notify the Lessor in writing of all changes in the address and details within 5 (five) business days from the date of occurrence of such changes with the application of supporting documents.
- 5.4.27. In case of leasing out the Rental Property to the Lessor, provide a copy of the sublease to the Lessee within 5 (five) business days from the date of receipt of the Lessor's prior written consent.
- 5.4.28. Change the legal address in the authorized body within 30 (thirty) calendar days after the expiration of the Lease Term, including upon termination of the Agreement for any reason, if you use the address of the Leased Property as the address of the location of the legal entity.
- 5.4.29. At the request of the Landlord, submit for the Landlord's approval the Technical project and Design project of the Lease Object in the form and within the terms additionally agreed by the Parties.
- 5.4.30. As a result of using the Leased Object, not to allow damage to the Landlord, third parties, deterioration of the condition of the Leased Object and the Building as a whole, and also not to make inseparable improvements without the prior written consent of the Landlord.
- 5.4.31. If the Leased Object is possessed and used in the terroristically vulnerable manner, to meet the requirements to arrangement of counter-terrorist protection of the objects which are terroristically vulnerable confirmed with the respective statutory instrument of the Republic of Kazakhstan, including meeting the respective access regime in the Building; taking preventive and training actions by scheduled and unscheduled instructions, practical and theoretical lessons, experiments; informing the Lessor, national security and (or) internal affairs authorities of the Republic of Kazakhstan of the threat to make or making act (acts) of terrorism.
- 5.4.32. If the Lessee is provided with the Grace period for the term agreed by the Parties in the Statement of Accession, the Lessee is obliged to perform the repair works in the Leased object by his own efforts and funds for the amount not less than the cost specified

in clause 17 of the Statement of Accession. The estimate of the repair works to be performed at the Lessee's expense is executed as in the Appendix to the Statement of Accession.

## **6. RESPONSIBILITY OF PARTIES**

6.1. In the event of failure to fulfill and/or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan and this Agreement.

6.2. In case of violation by the Lessor of the obligations provided for in paragraph 5.2.1. of this Agreement, the Lessee has the right to demand from the Lessor payment of a fine in the amount of 0.5 (zero point five tenths) % of the Rental payment after the Lessor has submitted documents to the Lessor confirming violation by the Lessor of its obligations under the Agreement.

6.3. In case of violation by the Lessee of the terms of payment of Payments established by this Agreement, the Lessor has the right to charge the Lessee a penalty in the form of a fine in the amount of 0.5 (zero point five) % of the amount payable for each calendar day of delay, but no more than 10 (ten) % of the total debt, and the Lessee agrees to pay the amount of the accrued interest within 5 (five) business days from the date the Lessor sends the relevant claim.

6.4. In case of violation by the Lessee of the obligations stipulated in clause 4.4. of this Agreement, the Lessee pays the Lessor a fine in the amount of the Guarantee contribution.

6.5. If the Lessee delays in the terms of making the Guarantee contribution or delays in the term for replenishing the Guarantee contribution in accordance with the terms established by the Agreement, the Lessor has the right to charge the Lessee a penalty in the amount of a penalty in the amount of 0.5 (zero point five) % of the amount payable for each the calendar day of delay, but not more than 10% of the Guarantee contribution, and the Lessee agrees to pay the amount of the accrued interest within 5 (five) business days from the date the Lessor sends the relevant claim.

6.6. In case of loss (loss) and/or damage (spoilage) of the Building (both in general and in part of the Rental Object) as a result of actions/omissions of the Lessee, the Lessee shall be liable in the amount of losses incurred by the Lessor (including loss of profit). The Lessee shall compensate the damage caused to the Lessor after the Lessor submits to the Lessee documents confirming the damage (fact and size) by the Lessee to the Lessor of such damage.

6.7. The Lessee is responsible for the safety and operation of the Lease Object and the equipment, communications, engineering and other systems located therein.

6.8. Responsibility for receiving invoices, acts (including Acts of violation) lies entirely with the Lessee. Late receipt or non-receipt of an invoice, act does not relieve the Lessee from fulfilling his duties within the terms established by the Agreement and payment of penalties and fines

6.9. In case of a significant violation by Lessee of the terms of payment of fees (part Payment) under this Agreement, Landlord, in addition to its right under clause 5.1.11. Agreement, shall have the right to restrict Tenant access to the Facility lease until the elimination of violations by the Lessee. A significant violation of payment deadlines is a one-time delay in making Payments (part of Payments) for more than 20 (twenty) calendar days. If the delay in payment obligations (part of Payments) exceeds 30 (thirty) calendar days, the Landlord has the right to unilaterally and out of court refuse to execute the Agreement in manner and on the grounds provided for in clause 7.6. of the Agreement.

6.10. Notwithstanding any other provisions of the Agreement, the Landlord shall not be liable to the Lessee and the Lessee hereby refuses, without any conditions and irrevocably, the requirements for the Lessor in respect of any damage, injury or any damage to any person or property that occurred inside or near the Building and / or the Object of rental due to the fault of the Lessee, its employee, agent, representative or contractor, as well as for reasons beyond the control of the Lessor.

6.11. In the event that after the termination of the Lease Term or early termination of the Agreement, the Lessee will occupy the Lease Object for a period specified by the Parties, the Lessee shall be fully liable for all losses and losses that the Lessor will incur as a result of this situation (including lost profits), and The tenant will be subject to all the conditions of this Agreement, except that the rent will be increased 2 (two) times. The payment by the Lessee and the acceptance by the Lessor of any amounts upon the expiration of the Lease Term do not under any circumstances extend the Lease Term and do not give the Lessee the right to continue to own the Lease Object.

6.12. For violation by the Lessee of its obligations (any/everyone, with the exception of those obligations for the violation of which this Agreement establishes a separate penal sanction) provided for by this Agreement, the Lessee in each case of non-performance and/or improper performance of his obligations pays a fine of 10 at the request of the Lessor % of the amount of the Guarantee contribution for each case of violation, within 5 (five) business days from the date of receipt of the relevant claim from the Lessor.

6.13. In case of violation of the Rules and obligations provided for in subclause 5.4.6. Agreement, the Lessee shall within 3 (three) working days from the date of the act of violation to compensate all damages of the Landlord caused by the relevant breach (including to reimburse the Landlord for the payment of imposed penalties by the relevant state bodies and organizations, etc.) and to pay the penalties specified in the rules or the Contract, as well as for each of the respective offence (if applicable).

6.14. Payment of all payments under the Agreement, including paying for the Guarantee contribution, fines, penalties and interest, is made by the Lessee on the basis of the invoices issued by the Lessor.

6.15. In case of violation by the Lessee of the obligations provided for in paragraphs 5.4.28 of this Agreement, the Lessee is solely responsible to third parties and state bodies of the Republic of Kazakhstan.

6.16. In case of violation by the Tenant of rules established legislative and legal acts of the Republic of Kazakhstan and/or Contract in the field of fire safety, the Tenant shall in addition to compensation of all damages to the Landlord, its employees/representatives and/or third parties caused by the relevant violation, pay a penalty of 10 (ten) % of the Rental fee including every not the elimination of the relevant violation.

6.17. In the event of default by Tenant of the obligations under paragraph 3.14. Agreement and/or clause 2.8. Agreement, the Landlord is entitled to retain the goods, equipment and property of Tenant located on the leased Object and move them to the warehouse, as security for the performance of the obligations until full payment of the amounts owed to the Landlord or prior to the date of proper fulfillment of the obligations of the Tenant. If the Lessee does not fulfill its obligations within 10 (ten) calendar days from the date of termination of the Agreement, the Landlord has the right to use all methods of protecting its rights provided for in the Agreement and / or the legislation of the Republic of Kazakhstan, including, but not limited to, the right to recover from the value of such property of the Lessee the amount to be paid under this clause of the Agreement, as well as the costs associated with the export, storage and sale of the Lessee's property.

6.18. the Landlord is not responsible for any damage, damage, or destruction of the Lessee's property that occurred through no fault of the Landlord.

6.19. the Landlord is not responsible for the theft of the Lessee's property (including the shortage) and does not compensate the lost profit of the Lessee.

6.20. the Landlord is not liable to third parties for the commercial and other activities of the Lessee, as well as for the quality of goods (services) sold (rendered) by the Lessee.

6.21. Violation of the terms of the Contract is fixed by drawing up the Landlord of the relevant act violations, with or without the participation of a representative of the Tenant, then, together with a copy of the report of violation to the Tenant issued a claim with the description of the admitted violations and apply penalties in accordance with the terms of the Contract. If the Lessee refuses to sign the act of violation or if the Lessee is absent at the time of detection of the violation, the fact of violation is recorded by the Landlord together with the Building Security. The tenant's refusal to sign the act of violation is not a reason for releasing Him from responsibility for the violation committed by him.

6.22. If the Lessee has been provided with the Grace period, following its completion the Parties will inspect the repair works performed at the Lessee's expense and draw up the respective certificate. If the cost of the repair works actually performed at the Lessee's expense (which is determined by the Lessor's respective structural subdivisions) will be less than the cost specified in clause 17 of the Statement of Accession, the Lessee is obliged to pay for the spread between the amount specified in clause 17 of the Statement of Accession and the amount of the repair works actually performed by the Lessee as the result of the comparison to the Lessee's favor within 10 (ten) working days of sending the respective notice and invoice by the Lessor to the Lessee's address.

## 7. TERMINATION PROCEDURE

7.1. This Agreement may be terminated in the manner and in the cases provided for in the Article 556 of the Civil Code of the Republic of Kazakhstan.

7.2. Early termination of the Agreement at the Tenant's initiative is possible provided that the Lessee sends a written notice at least 60 (sixty) calendar days before the expected date of termination and withholding by the Lessor of the Guarantee without authorization in full as a compensation for early termination of the Agreement by the Lessee.

7.3. In case of termination of the Agreement at the initiative of the Lessee within less than 60 (sixty) calendar days, the Lessee shall pay the Lessor, in addition to a fine in the amount of the Guarantee contribution, the difference between the amount of the Rental for 60 (sixty) calendar days and the amount of the actual number of days of using the Object rent. The parties have agreed that the amount (difference) specified in this clause of the Agreement will be compensation for termination of the Agreement earlier than 60 (sixty) calendar days.

7.4. If the Lessee wishes to reduce the size of the Leased Object under the Agreement, the question of the possibility of such a reduction will be decided by negotiation after the Tenant sends a written notice to the Lessor about this intention no later than 30 (thirty) calendar days before the expected date of reduction (return) parts of the Lease Object, but with a mandatory payment of a fine in the amount of a part of the Guarantee contribution for the reduced (returned) part of the Lease Object.

7.5. The Lessor has the right to unilaterally and extrajudicially terminate the Lease Agreement by sending a notice to the Lessee, who, in turn, will have to vacate the Lease Object within a period not later than 30 (Thirty) calendar days from the date of such notification. The indicated period may be shortened at the discretion of the Landlord in case of transfer of ownership of the Lease / Building to another person and the Lessee refuses to conclude a tripartite supplementary Agreement to this Agreement regarding the replacement of the Landlord by the new owner of the Lease/Building on the basis of a corresponding notice to the Landlord.

7.6. In addition to other rights specified in the Agreement and in accordance with the legislation of the Republic of Kazakhstan, the Landlord is entitled to withdraw from the Contract in the unilateral extrajudicial order with deduction of the amount of the Guarantee fee, with no refund to the Lessee any damages, by sending written notice to the Lessee within 5 (five) calendar days prior to the date of termination, unless a different period is specified in the notice and/or Lessee may be applied the penalty provided in this Agreement, any of the following grounds:

- Failure by the Tenant to pay the Payments (any part of the Payments) and the Guarantee Fee (part of the Guarantee Fee) under this Agreement for more than 30 (thirty) calendar days;
- Failure and/or improper performance by the Tenant of the obligations and conditions provided for in this Agreement and such violation shall continue within 10 (ten) calendar days from the date of receipt of written notice from the Landlord;
- if the Tenant uses the Lease Object not for the purpose specified in the Agreement;
- if the Lessee has breached any of the obligations stipulated in Clause 4.4., Clause 5.4.2., Clause 5.4.4. Contracts.
- Violations of the norms established by the legislation of the Republic of Kazakhstan.

7.7. Upon receipt of the Landlord's written notice of early termination, the Agreement shall be deemed terminated and the Landlord shall be entitled to recover damages from the Tenant, including but not limited to the costs of restoring the Rental Facility/Building, removing any changes to the Rental Facility/Building, Payments due, as well as penalties/penalties/fines, etc. After the Lessee completes all settlements under the Agreement, including penalties under the Agreement (if any), the Parties draw up the Acceptance Certificate of the Lease.

7.8. Termination of the Agreement does not entail the termination of the financial obligations of the Parties that were not fulfilled by the Parties before the termination of the Agreement, including the payment of Payments, penalties, interest, fines and damages.

## 8. FORCE MAJEURE

8.1. None of the Parties shall be liable to the other Party for failure to fulfill and/or improper obligations under this Agreement, due to circumstances arising beyond the will and desire of the Parties and which cannot be foreseen or avoided, including declared or actual war, act of terrorism, riots, civil unrest, epidemics, blockades, embargoes, natural disasters (earthquakes, floods, etc) fires (with the exception of cases when the fire was caused by the Lessee), the introduction of a state of emergency, acts of state bodies (hereinafter - "Force Majeure situations").

The Landlord has the right to close the Building in connection with the establishment of the "red" level of terrorist danger. At the same time, such closure will not be a force majeure circumstance for the Lessee and does not relieve the Lessee from the obligation to pay the Payments provided by the Agreement.

8.2. The parties have stipulated that the following shall not be Force majeure:

8.2.1. Absence (expiration) of a license, permit, certificate, on the basis of which the Lessee has the right to engage in certain activities;

8.2.2. Actions and acts of state bodies of the Republic of Kazakhstan and foreign States that prohibit and / or restrict the Lessee's activities, including, but not limited to, revocation/suspension of the license, permit, certificate, on the basis of which the Lessee has the right to engage in certain activities;

8.2.3. Judicial acts prohibiting and / or restricting the activities of the Lessee, including the seizure of the Lessee's property and Bank accounts;

8.2.4. Culpable actions of the Lessee and/or any third party / persons that led to the suspension of the Lessee's activities and resulted in the inability of the Lessee to fulfill any obligation under the Agreement



8.3. A Party that refers to Force Majeure circumstances shall, notify the other Party in the occurrence of such a circumstance and its effect on the performance of obligations under the Agreement.

8.4. The proof of the onset and duration of force majeure is the conclusion of the National Chamber of Entrepreneurs of Kazakhstan of the National Chamber of Entrepreneurs of Kazakhstan or other state competent authority of the Republic of Kazakhstan..

8.5. In cases of force majeure, the Agreement may be suspended in full or in part for the duration of such circumstances.

8.6. If Force Majeure circumstances continue for more than 90 (ninety) calendar days, each Party shall have the right to terminate the Agreement by sending a written notice to the other Party 15 (fifteen) calendar days before the forthcoming date of termination of the Agreement.

8.7. In case of termination of the Agreement as a result of force majeure circumstances, Payments are made by the Lessee for the period prior to the date of occurrence of the relevant force majeure circumstances.

## 9. SETTLEMENT OF DISPUTES

9.1. All disputes and/or disagreements arising between the Parties under this Agreement and/or in connection with it, as far as possible, are resolved through negotiations between the Parties.

9.2. If it is impossible to resolve disputes and/or disagreements through negotiations, disputes shall be resolved in the Courts of Republic of Kazakhstan at the location of the Lessor.

## 10. CONFIDENTIALITY

10.1. This Agreement, as well as all information related to it, is a trade secret of the Parties. The parties undertake to keep confidential both the text of the Agreement itself and the information received from each other in the course of fulfilling their obligations under the Agreement, and not to disclose such information to any third party, except for participants or shareholders of the Parties, banks, consultants and auditors of the Parties, as well as authorized state bodies in cases stipulated by law, from the moment of signing the Agreement and during the entire term of the Agreement without the prior written consent of the other Party, except for the following cases:., provided by the Agreement and the current legislation of the Republic of Kazakhstan. A party that has suffered losses due to a violation of the terms of this clause has the right to claim damages from the other Party to the extent that they were caused by such a violation.

## 11. OTHER CONDITIONS

11.1. In the event that significant changes will occur in the legislation of the Republic of Kazakhstan compared with the legislation in force at the time of signing the Agreement, both Parties agree to cooperate with a view to developing a new Agreement, and will do everything possible to bring the new lease Agreement between them as soon as possible.

11.2. The transfer of ownership or the imposition of any encumbrances of the Lease/Building or its part is not a basis for terminating this Agreement.

11.3. The invalidity of any of the provisions of this Agreement to the requirements of the legislation of the Republic of Kazakhstan does not entail the invalidity of the remaining provisions of the Agreement. The parties undertake to replace an invalid provision with a valid provision.

11.4. The Statement of Accession is deemed to be accepted and the Agreement – entered into, of accepting by the Lessor the Statement of Accession signed by the Lessee by making a respective mark thereon, unless otherwise agreed in the text of the Statement of Accession and is valid until the expiration of the Lease Term, and in terms of financial obligations not fulfilled during the validity of the Agreement, until their full execution

11.5. The Lessor is entitled to initiate amendments and (or) supplements to the Agreement having placed the information on the Lessor's internet resource (emc-plc.com). The information of the respective amendments and (or) supplements is communicated to the Lessee within 5 (five) working days of the date of bringing to effect of such amendments and (or) supplements.

11.6. Failure to submit by the Lessee to the Lessor of the written notice of non-acceptance of the provisions of the Agreement given the amendments and (or) supplements made within 5 (five) working days of informing the Lessee of making amendments and (or) supplements to the Agreement means the Lessee's consent with the new (amended/supplemented) revision of the Agreement and accession thereto in whole given the amendments and (or) supplements made which are put into effect of the date of completion of the term of informing the Lessee with the new (amended/supplemented) revision of the Agreement.

11.7. After making amendments and (or) supplements to the Agreement it keep on applying in the amended/supplemented manner.

11.8. This Agreement is made in Russian, Kazakh. In case of discrepancies in the interpretation of this Agreement, the text of the Agreement in Russian will prevail.

11.9. In everything else that is not provided for by the Agreement, the Parties will be guided by the current legislation of the Republic of Kazakhstan.

11.10. All the notices to be sent in accordance with the provisions of the Agreement are sent by the Lessor via mail/email specified in the Statement of Accession to the Agreement.

The Lessor's details

A05H0E3, Republic of Kazakhstan, Almaty, Almaly district, Tole bi street, building 101

BIN 081240003810

Halyk Bank of Kazakhstan JSC

IIC: KZ456017131000006061

(in case of agreements in USD)

KZ686017131000041537

BIC HSBKZZKX

Beneficiare Code 17

*Confirmed by the Management Board of "Estate Management Company" JSC  
Minutes No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 \_*

*Confirmed by the Management Board of "Estate Management Company" JSC  
Minutes No. \_\_\_\_\_ dated \_\_\_\_\_ 2021 \_*