



On approval of standard contract forms, applications and questionnaires on the issues of special economic and industrial zones

Unofficial translation

Order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated July 19, 2019 № 522. Registered with the Ministry of Justice of the Republic of Kazakhstan on July 22, 2019 № 19067.

Unofficial translation

In accordance with subparagraph 5) of Article 11 of the Law of the Republic of Kazakhstan “On Special Economic and Industrial Zones”, **I HEREBY ORDER:**

Footnote. Preamble is in the wording of the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall come into effect upon expiry of ten calendar days after the date of its first official publication)

1. To approve:
 - 1) a standard form of a temporary paid land use (lease) agreement for land plots in state ownership on which a special economic or industrial zone is being established, in accordance with Appendix 1 to this order;
 - 2) a standard form of a secondary land use (sublease) agreement for land plots in state ownership on which a special economic or industrial zone is being established, in accordance with Appendix 2 to this order;
 - 3) a standard form of a temporary use (lease) agreement for land plots in private ownership on which a special economic or industrial zone is being established, in accordance with Appendix 3 to this order;
 - 4) a standard form of a temporary secondary use (sublease) agreement for land plots in private ownership on which a special economic or industrial zone is being established, in accordance with Appendix 4 to this order;
 - 5) a standard form of the agreement on the implementation of activities as a participant in a special economic zone, in accordance with Appendix 5 to this order;
 - 6) a standard form of the agreement on the implementation of activities as a participant in an industrial zone, in accordance with Appendix 6 to this order;
 - 7) a standard form of the agreement on the proper performance of functions of management companies of special economic zones, industrial zones of republican and regional significance, in accordance with Appendix 7 to this order;
 - 8) standard forms of applications and questionnaires for registration as a participant in a special economic or industrial zone, in accordance with Appendix 8 to this order;

9) a standard form of the act on the failure of a participant in a special economic or industrial zone to fulfill the obligations specified in the agreement on the implementation of activities, in accordance with Appendix 9 to this order.

10) a standard form of the agreement on the implementation of non-core activities, in accordance with Appendix 9-1 to this order.

Footnote. Paragraph 1 is in the wording of the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall come into effect upon expiry of ten calendar days after the date of its first official publication).

2. To recognize as invalid certain orders of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan in accordance with Appendix 10 to this order.

3. The Committee for Industrial Development and Industrial Safety of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan, in accordance with the procedure established by law, shall ensure:

1) state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;

2) within ten calendar days from the date of state registration of this order, sending it in Kazakh and Russian languages to the Republican state enterprise on the right of economic management "Institute of Legislation and Legal Information of the Republic of Kazakhstan" for official publication and inclusion in the Reference control bank of regulatory legal acts of the Republic of Kazakhstan;

3) placement of this order on the Internet resource of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan.

4. Control over the execution of this order shall be assigned to the supervising Vice Minister of Industry and Infrastructural Development of the Republic of Kazakhstan.

5. This order shall come into effect upon expiry of ten calendar days from the date of its first official publication.

Minister of Industry and Infrastructural

Development of the Republic of Kazakhstan R. Sklyar

Appendix 1
to the order of the Acting Minister of
Industry and Infrastructural
Development of the Republic of
Kazakhstan
dated July 19, 2019 № 522

Standard form of the agreement for temporary paid land use (lease) of land plots in state ownership , on which a special economic or industrial zone is established

Footnote. Standard form with amendments introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023

№ 323 (shall come into effect upon expiry of ten calendar days after the date of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20__ (date of conclusion of the agreement)
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(name of a legal entity)

represented by _____, acting on the basis of

_____,
hereinafter referred to as the "Lessor", on the one hand, and

represented by _____, acting on the basis of

hereinafter referred to as the "Lessee", on the other hand, collectively referred to as the "Parties", have entered into this agreement for temporary paid land use (lease) of land plots owned by the State, on which a special economic zone is being established, (hereinafter referred to as the agreement), as follows:

1. Subject of the agreement

1. The Lessor transfers (provides) to the Lessee a land plot (part of a land plot), owned by him on the right of state ownership, within the territory of a special economic or industrial zone (hereinafter referred to as SEZ or IZ) _____ for temporary paid land use (lease) on the basis of the resolution of the Akimat _____ dated "__" _____ 20__ for a period of "__" years until "__" _____ 20__.

2. Location of the land plot and its details:

address: region _____

district _____

city _____, street _____

cadastral number: _____

area _____

intended purpose: _____

restrictions on use and encumbrances: _____

divisibility of the land plot: _____

3. The land plot has (does not have) real estate objects

(indicate the real estate objects and their characteristics if they are located on the land plot, or make a note that there are none)

A detailed list of real estate objects with technical characteristics shall be attached to this agreement (if they are located on the land plot).

The transfer of the land plot shall be formalized by an acceptance certificate (indicating the actual condition of the land plot), which is drawn up and signed by the parties in two copies (one for each of the Parties).

The acceptance certificate shall be attached to this agreement and is an integral part thereof.

2. Basic concepts

4. The following concepts are used in this Agreement:

1) inseparable improvements - improvements made by the Lessee with the consent of the Lessor (buildings, structures that do not contradict the intended purpose of the land plot), inseparable without damage to the property;

2) is excluded by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the date of its first official publication).

3) a Lessor - a state legal entity that is the owner of a land plot located within the boundaries of a SEZ or IZ;

4) a lease agreement - an agreement for temporary paid land use (lease) of land plots owned by the state, on which a SEZ or IZ is established, concluded between the Lessor and the Lessee in accordance with the Civil and Land Codes of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law), other regulatory legal acts, drawn up in writing, signed by the Parties, with all appendices and additions to it;

5) a land plot - a land plot located on the territory of a SEZ or IZ

_____);
6) a Lessee – a legal entity established or determined in accordance with the Law and the Law of the Republic of Kazakhstan “On the Innovation Cluster “Park of Innovative Technologies” to ensure the functioning of the special economic zone, or a legal entity established or determined in accordance with the Law to ensure the functioning of the industrial zone.

3. Rights and obligations of the parties

5. The Lessee shall have the right to:

1) independently own and use the land plot, using it for the purposes arising from the designated use of the land plot;

2) own the products obtained as a result of using the land plot, and income from its sale;

3) erect buildings and structures with the consent of the Lessor, provided that they do not contradict the designated use of the land plot;

4) reimburse expenses associated with inseparable improvements to the land plot upon expiration of this Agreement in accordance with the provisions of the Civil Code of the Republic of Kazakhstan;

5) enter into sublease agreements with participants in special economic and industrial zones, as well as with persons carrying out auxiliary or non-core activities;

6) other rights established by the laws of the Republic of Kazakhstan.

6. The Lessee shall be obliged to:

1) use the land plot in accordance with its main designated purpose and in the manner provided for in this Agreement;

2) apply environmentally sound production technology, prevent harm to the natural environment and avoid deterioration of the ecological situation as a result of its economic activities;

3) implement land protection measures as provided for by the land legislation of the Republic of Kazakhstan;

4) when carrying out construction on the land plot, be guided by the current architectural planning, construction, environmental, sanitary and hygienic and other special requirements (norms, rules, regulations) in accordance with the laws of the Republic of Kazakhstan;

5) promptly submit information to the authorized bodies on the condition and use of the land plot;

6) prevent the removal of the fertile soil layer for the purpose of selling or transferring it to other persons, except in cases where such removal is necessary to prevent the irretrievable loss of the fertile layer;

7) fully compensate for losses in the event of deterioration in the quality of land and environmental situation as a result of their economic activities;

8) register the right to lease a land plot with the justice authorities or changes to it within one month in the manner established by the legislation of the Republic of Kazakhstan;

9) inform local executive bodies of identified production and consumption waste that is not their property.

9-1) prior to the commencement of products production or performance of works and services on the territory of the SEZ stipulated by the Agreement on the implementation of activities/on the implementation of non-core activities, the Lessee undertakes to complete the design of the facility at its own expense no later than _____, carry out construction and installation works in accordance with the approved project and ensure the commissioning of the facility on the territory of the special economic zone by _____ 20 ____.

10) bear other obligations established by the laws of the Republic of Kazakhstan.

7. The Lessor shall have the right to:

1) full compensation for losses caused by the deterioration of the quality of land and the environmental situation as a result of the economic activities of the Lessee;

2) other rights in accordance with the laws of the Republic of Kazakhstan.

8. The Lessor shall be obliged to:

- 1) transfer the land plot to the Lessee in a condition corresponding to the terms of the agreement;
- 2) bear other obligations established by the laws of the Republic of Kazakhstan.

4. Term of the Agreement

9. This agreement shall enter into force from the date of its conclusion by the Parties.

10. This agreement is concluded for a period of _____ years, but not exceeding the term of establishment and operation of the SEZ or IZ _____.

11. The term of this agreement may be extended by agreement of the Parties within the term of the SEZ or IZ validity.

12. An application for extension of the term of this agreement shall be sent by the Lessee to the Lessor no later than 1 (one) calendar month before the expiration of this agreement.

13. An application for extension of the term of this agreement shall be considered by the Lessor no later than one month from the date of its receipt from the Lessee.

In this case, the Lessee has a preferential right over third parties to conclude an agreement for a new term.

5. Fee for the use of land plot

14. According to paragraph 1 of Article 709 of the Code of the Republic of Kazakhstan dated December 25, 2017 "On taxes and other mandatory payments to the budget" (Tax Code), an organization or individual entrepreneur operating in the territory of a special economic zone, when determining the amount of land tax, property tax and land use fee payable to the budget, for taxable objects located in the territory of a special economic zone and used in the implementation of priority types of activities, reduce the amounts of the calculated tax and (or) fee by 100 percent.

6. Responsibility of the Parties

15. For failure to perform or improper performance of the terms of this agreement, the Parties shall bear liability as provided for by the laws of the Republic of Kazakhstan and this agreement.

16. The liability of the Parties for breach of obligations under this agreement caused by force majeure shall be regulated by the laws of the Republic of Kazakhstan.

7. Conditions for amending, supplementing, terminating and cancelling this agreement

17. Any amendment to the terms of this agreement or its unilateral termination before the expiration of its validity period, provided that the parties fulfill their obligations under this

agreement, shall not be permitted, except for the cases provided for in paragraph 23 of this agreement.

18. Any amendments and additions to this agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

19. This agreement shall be terminated upon:

1) abolition of the SEZ or IZ;

2) expiration of this agreement, unless the Parties have reached an agreement on its extension;

3) early termination of this agreement by court order.

8. Dispute resolution procedure

20. Disputes and disagreements that may arise during the performance of obligations under this agreement shall be resolved through negotiations between the Parties.

21. In the event that it is impossible to resolve disputes through negotiations within three months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

22. The Parties shall not be released from fulfilling the obligations established by this agreement until the disputes and disagreements that have arisen are fully resolved.

9. Force majeure

23. A party that has failed to perform or improperly performed an obligation under this Agreement shall be liable for property damage, unless it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, etc.).

10. Final provisions

24. Legal relations of the Parties not specified in this Agreement shall be governed by the laws of the Republic of Kazakhstan.

25. All notifications and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each of the Parties under this Agreement only upon receipt by the Party to which they are addressed.

26. Notifications and documents shall be delivered directly to the Party in person or sent by mail, registered airmail, or fax.

27. If a Party changes its postal address, each Party shall provide written notice to the other Party within 7 working days.

28. All appendices to this agreement are its integral parts.

29. Changes and additions to this agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this agreement.

30. The agreement is made in two copies, each having equal legal force, one of which shall be kept by the Lessor and the other copy by the Lessee.

31. This agreement is signed on _____ (day), _____ (month) 20 ____ in the city of _____ of the Republic of Kazakhstan, by authorized representatives of the Parties.

32. Legal addresses and signatures of the Parties:

Lessee:

Name _____
Legal address _____
Current account _____
BIN _____
Bank _____
Phone/fax _____
Signature _____

Lessor:

Name _____
Legal address _____
Current account _____
BIN _____
Bank _____
Phone/fax _____
Seal _____
Signature _____

Appendix 2
to the order of the Acting Minister
of Industry and Infrastructural
Development of the Republic of
Kazakhstan
dated July 19, 2019 № 522

Standard form of the agreement for secondary land use (sublease) of land plots in state ownership, on which a special economic or industrial zone is established

Footnote. Standard form with amendments introduced by orders of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the date of its first official publication); dated 05.03.2024 № 90 (shall be enforced upon expiry of ten calendar days after the date of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20 ____ (date of conclusion of the agreement)
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(name of a legal entity)

represented by _____, acting on the basis of _____,
hereinafter referred to as the "Sublessor", on the one hand, and

represented by _____, acting on the basis of _____,

hereinafter referred to as the "Sublessee", on the other hand, collectively referred to as the "Parties", have entered into this secondary land use (sublease) agreement for land plots owned by the State, on which a special economic or industrial zone is being established, (hereinafter - the agreement), as follows:

1. Subject of the agreement

1. The Sublessor transfers (provides) to the Sublessee a land plot (part of a land plot), owned by him on the basis of temporary paid land use (lease), within the territory of the special economic or industrial zone (hereinafter - SEZ or IZ) _____ for secondary land use (sublease) for a period of "___" years until "___" _____ 20__.

2. Location of the land plot and its details:

address: region

_____ District _____

_____ city _____, street _____

_____ cadastral number: _____

_____ area _____

_____ intended purpose: _____

_____ restrictions on use and encumbrances: _____

divisibility of the land plot: _____

3. The land plot has (does not have) real estate objects

_____ (indicate the real estate objects and their characteristics if they are located on the land plot, or make a note that there are none)

A detailed list of real estate objects with technical characteristics shall be attached to this agreement (if they are located on the land plot).

The transfer of the land plot shall be formalized by an acceptance certificate (indicating the actual condition of the land plot), which is drawn up and signed by the parties in two copies (one for each of the Parties).

The acceptance certificate shall be attached to this agreement and is an integral part thereof.

2. Basic concepts

4. The following concepts are used in this Agreement:

1) inseparable improvements - improvements made by the Sublessee with the consent of the Lessor (buildings, structures that do not contradict the intended purpose of the land plot), inseparable without damage to the property;

2) is excluded by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the date of its first official publication).

3) a Sublessor - a legal entity established or determined in accordance with the Law of the Republic of Kazakhstan dated April 3, 2019 "On Special Economic and Industrial Zones" (hereinafter - the Law) and the Law of the Republic of Kazakhstan "On the Innovation Cluster "Park of Innovative Technologies" to ensure the functioning of a special economic zone, or a legal entity established or determined in accordance with the Law to ensure the functioning of an industrial zone;

4) a sublease agreement - an agreement for temporary paid land use (lease) of land plots in state ownership on which a SEZ or IZ is established, concluded between the Sublessor and the Sublessee in accordance with the Civil and Land Codes of the Republic of Kazakhstan, the Law, and other regulatory legal acts, drawn up in writing, signed by the Parties, with all appendices and additions to it;

5) a land plot - a land plot located on the territory of a SEZ or IZ

_____;

6) a Sublessee - a participant in a special economic or industrial zone, as well as persons carrying out auxiliary or non-core types of activities.

3. Rights and obligations of the parties

5. The Sublessee shall have the right to:

1) independently own and use the land plot, using it for purposes arising from the purpose of the land plot;

2) ownership of the products obtained as a result of using the land plot, and income from its sale;

3) erect, with the consent of the Lessor, buildings and structures that do not contradict the intended purpose of the land plot;

4) reimbursement of costs associated with inseparable improvements to the land plot upon expiration of this Agreement in accordance with the provisions of the Civil Code of the Republic of Kazakhstan;

5) other rights established by the laws of the Republic of Kazakhstan.

6. The Sublessee shall be obliged:

1) to use the land plot in accordance with its main intended purpose and in the manner provided for in this Agreement;

2) to apply environmental protection production technology, prevent harm to the environment and deterioration of the ecological situation as a result of its economic activities;

3) to implement land protection measures provided for by the land legislation of the Republic of Kazakhstan;

4) when carrying out construction on the land plot, to be guided by the current architectural planning, construction, environmental, sanitary and hygienic and other special requirements (norms, rules, regulations) in accordance with the laws of the Republic of Kazakhstan;

5) to promptly submit information on the condition and use of the land plot to the authorized bodies;

6) not to allow the removal of the fertile soil layer for the purpose of selling or transferring it to other persons, except in cases where such removal is necessary to prevent irretrievable loss of the fertile layer;

7) to compensate in full for losses in the event of deterioration in the quality of land and the environmental situation as a result of their economic activities;

8) within one month, to register the right to sublease a land plot with the justice authorities or change it in accordance with the procedure established by the legislation of the Republic of Kazakhstan;

8-1) to provide the Lessor (his/her legal representatives), representatives of authorized bodies with access to the land plot;

9) to inform local executive bodies about identified production and consumption waste that is not their property.

10) to bear other obligations established by the laws of the Republic of Kazakhstan.

7. The Sublessor shall have the right to:

1) full compensation for losses caused by the deterioration of the quality of land and the environmental situation as a result of the Sublessee's economic activity;

2) other rights in accordance with the laws of the Republic of Kazakhstan.

8. The Sublessor shall be obliged to:

1) transfer the land plot to the Sublessee in a condition that meets the terms of the agreement;

2) bear other obligations established by the laws of the Republic of Kazakhstan.

4. Term of the Agreement

9. This Agreement shall enter into force on the date of its conclusion by the Parties.

9-1) prior to the commencement of products production or performance of works and services on the territory of the SEZ, stipulated by the Agreement on the implementation of activities/on the implementation of non-core activities, the Sublessee undertakes, at its own expense, to complete the design of the facility no later than _____, carry out construction and installation works in accordance with the approved project and ensure the commissioning of the facility on the territory of the special economic zone by _____ 20 ____.

10. This Agreement has been concluded for a period of _____ years, but not exceeding the period of establishment and operation of the SEZ or IZ _____.

In this case, the term of the agreement on the implementation of activities with a SEZ participant depends on the categories established by Article 51 of the Law.

11. The term of this agreement may be extended by agreement of the Parties within the term of the SEZ or IZ.

12. An application for an extension of the term of this agreement shall be sent by the Sublessee to the Sublessor no later than 1 (one) calendar month before the expiration of this agreement.

13. An application for an extension of the term of this agreement shall be considered by the Lessor no later than one month from the date of its receipt from the Sublessee.

In this case, the Sublessee shall have a preferential right over third parties to conclude an agreement for a new term.

5. Fee for use of land

14. According to paragraph 10 of Article 709 of the Code of the Republic of Kazakhstan dated December 25, 2017 "On taxes and other mandatory payments to the budget" (Tax Code), management companies of special economic and industrial zones, when determining the amount of land tax, property tax and payment for the use of land plots payable to the budget, for taxable objects (taxable objects) used (planned for use) for servicing special economic and industrial zones, reduce the amounts of calculated tax and payment by 100 percent.

6. Responsibility of the Parties

15. For failure to perform or improper performance of the terms of this agreement, the Parties shall bear liability as provided for by the laws of the Republic of Kazakhstan and this agreement.

16. The liability of the Parties for breach of obligations under this agreement caused by force majeure shall be regulated by the laws of the Republic of Kazakhstan.

7. Conditions for amending, supplementing, terminating and cancelling this agreement

17. Amending the terms of this agreement or its unilateral termination before the expiration of its validity period, provided that the parties fulfill their obligations under this agreement, shall not be permitted, except for the cases provided for in paragraph 23 of this agreement.

18. All amendments and additions to this agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

19. This agreement shall be terminated upon:

1) abolition of the SEZ;

2) expiration of this agreement, unless the Parties have reached an agreement on its extension;

3) early termination of this agreement by court order.

8. Dispute resolution procedure

20. Disputes and disagreements that may arise during the performance of obligations under this agreement shall be resolved through negotiations between the Parties.

21. In the event that it is impossible to resolve disputes through negotiations within three months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

22. The Parties shall not be released from fulfilling the obligations established by this agreement until the disputes and disagreements that have arisen are fully resolved.

9. Force majeure

23. A party that has failed to perform or improperly performed an obligation under this Agreement shall be liable for property damage, unless it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, etc.).

10. Final provisions

24. Legal relations of the Parties not specified in this Agreement shall be governed by the laws of the Republic of Kazakhstan

25. All notifications and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each of the Parties under this Agreement only upon receipt by the Party to which they are addressed.

26. Notifications and documents shall be delivered directly to the Party in person or sent by mail, registered airmail, or fax.

27. If a Party changes its postal address, each Party shall provide written notice to the other Party within 7 working days.

28. All appendices to this agreement are its integral parts.

29. Amendments and additions to this agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this agreement.

30. The agreement shall be made in two copies, each having equal legal force, one of which shall be kept by the Lessor and the other copy by the Lessee.

31. This agreement is signed on _____ (day), _____ (month) 20 ____ in the city of _____ of the Republic of Kazakhstan, by authorized representatives of the Parties.

32. Legal addresses and signatures of the Parties:

Sublessee:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____

Signature _____

Sublessor:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____

Signature _____

Appendix 3
to the order of the Acting
Minister of Industry and
Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522.

Standard form of the agreement for temporary use (lease) of land plots in private ownership, on which a special economic or industrial zone is established

Footnote. Standard form with amendments introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20 ____ (date of conclusion of the agreement)
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_____,
(full name of an individual or a legal entity)

represented by _____,
acting on the basis of

_____,
hereinafter referred to as the "Lessor", on the one hand, and

represented by _____, acting on the basis of

hereinafter referred to as the "Lessee", on the other hand, collectively referred to as the "Parties", have entered into this agreement for the temporary paid use (lease) of land plots (hereinafter - the Agreement) as follows:

1. Subject of the agreement

1. The Lessor shall provide the Lessee with a land plot, which belongs to him on the rights of private ownership based on the act of private ownership № _____ dated “ ____ ” _____, registered in _____ “ ____ ” _____ within the territory of the special economic or industrial zone (hereinafter referred to as SEZ or IZ) _____ for temporary paid use (lease).

2. Location of the land plot and its details:

address: region _____

district _____

city _____, street _____.

cadastral number: _____.

area _____

intended purpose: _____.

restrictions on use and encumbrances: _____.

divisibility of the land plot: _____.

3. The land plot has (does not have) real estate objects

(indicate the real estate objects and their characteristics if they are located on the land plot, or make a note that there are none)

A detailed list of real estate objects with technical characteristics shall be attached to this agreement (if they are located on the land plot).

The transfer of the land plot shall be formalized by an acceptance certificate (indicating the actual condition of the land plot), which is drawn up and signed by the parties in two copies (one for each of the Parties).

The acceptance certificate shall be attached to this agreement and is an integral part thereof.

2. Basic concepts

4. The following concepts are used in this Agreement:

1) inseparable improvements - improvements made by the Sublessee with the consent of the Lessor (buildings, structures that do not contradict the intended purpose of the land plot), inseparable without damage to the property;

2) Lessee - a legal entity established or determined in accordance with the Law "On Special Economic and Industrial Zones" (hereinafter - the Law) and the Law of the Republic of Kazakhstan "On the Innovative Cluster "Park of Innovative Technologies" to ensure the functioning of the special economic zone, or a legal entity established or determined in accordance with the Law to ensure the functioning of the industrial zone;

3) Lessor - an individual or legal entity who is the owner of a land plot located within the boundaries of a SEZ or IZ;

4) a sublease agreement - an agreement for temporary paid land use (lease) of land plots in private ownership on which a SEZ is established, concluded between the Lessor and the Lessee in accordance with the Civil and Land Codes of the Republic of Kazakhstan, the Law, and other regulatory legal acts, drawn up in writing, signed by the Parties, with all appendices and additions to it;

5) a land plot - a land plot located on the territory of a SEZ or IZ

_____;

6) an authorized body - the central executive body that carries out state regulation in the sphere of establishment, operation and abolition of special economic and industrial zones.

3. Rights and obligations of the parties

5. The Lessee shall have the right to:

1) independently own and use the land plot, using it for the purposes arising from the purpose of the land plot;

2) own the products obtained as a result of using the land plot, and income from its sale;

3) erect, with the consent of the Lessor, buildings and structures that do not contradict the intended purpose of the land plot;

4) reimburse expenses associated with inseparable improvements to the land plot upon expiration of this Agreement in accordance with the provisions of the Civil Code of the Republic of Kazakhstan;

5) acquire (priority right) the land plot into ownership;

6) enter into sublease agreements;

7) other rights established by the laws of the Republic of Kazakhstan.

6. The Lessee shall be obliged:

1) to use the land plot in accordance with its main intended purpose and in the manner provided for by this Agreement;

2) to apply environmental protection production technology, prevent harm to the natural environment and deterioration of the ecological situation as a result of its economic activities;

3) to implement land protection measures provided for by the land legislation of the Republic of Kazakhstan;

4) to make timely payments for the use of the land plot in accordance with the terms of this Agreement;

5) when carrying out construction on the land plot, to be guided by the current architectural planning, construction, environmental, sanitary and hygienic and other special requirements (norms, rules, regulations) in accordance with the laws of the Republic of Kazakhstan;

6) to promptly submit information on the condition and use of the land plot to the authorized bodies;

7) to prevent the removal of the fertile soil layer for the purpose of selling or transferring it to other persons, except in cases where such removal is necessary to prevent irretrievable loss of the fertile layer;

8) to fully compensate for losses in the event of deterioration in the quality of land and the environmental situation as a result of their economic activities;

9) to register the right to lease the land plot with the justice authorities or changes to it within one month in the manner prescribed by the legislation of the Republic of Kazakhstan;

9-1) prior to the commencement of products production or performance of works and services on the territory of the SEZ stipulated by the Agreement on the implementation of activities/on the implementation of non-core activities, the Sublessee shall undertake to complete the design of the facility at its own expense no later than _____, to carry out construction and installation works in accordance with the approved project and ensure the commissioning of the facility on the territory of the special economic zone by _____ 20 _

10) to bear other responsibilities established by the laws of the Republic of Kazakhstan.

7. The Lessor shall have the right to:

1) full compensation for losses caused by the deterioration of land quality and the environmental situation as a result of the Lessee's economic activity;

2) other rights in accordance with the laws of the Republic of Kazakhstan.

8. The Lessor shall be obliged to:

1) transfer the land plot to the Lessee in a condition that meets the terms of the agreement;

2) reimburse the Lessee and (or) the participant of the SEZ or IZ, as well as persons carrying out non-core or auxiliary activities, for costs associated with inseparable improvements to the land plot;

3) grant the Lessee and (or) the participant of the SEZ or IZ a priority right to acquire the land plot, if it is impossible to reimburse the costs arising from subparagraph 2) of this paragraph;

4) bear other obligations established by the laws of the Republic of Kazakhstan.

4. Term of the Agreement

9. This Agreement shall enter into force on the date of its conclusion by the Parties.

10. This Agreement has been concluded for a period of _____ years, but not exceeding the term of establishment and operation of the SEZ or IZ _____.

11. The term of this Agreement may be extended by agreement of the Parties within the term of the SEZ or IZ validity.

11-1. An application for extension of the term of this Agreement shall be sent by the Lessee to the Lessor no later than 1 (one) calendar month before the expiration of this Agreement.

12. An application for extension of the term of this Agreement shall be considered by the Lessor no later than one month from the date of its receipt from the Lessee.

In this case, the Lessee has a preferential right over third parties to conclude an Agreement for a new term.

5. Fee for the use of land plot

13. In accordance with paragraph 10 of Article 709 of the Code of the Republic of Kazakhstan dated December 25, 2017 "On taxes and other mandatory payments to the budget (Tax Code)", Management companies of special economic and industrial zones, when determining the amount of land tax, property tax and payment for the use of land plots payable to the budget, for taxable objects (taxable objects) used (planned for the use) for servicing special economic and industrial zones, shall reduce the amounts of calculated tax and payment by 100 percent.

6. Responsibility of the Parties

14. For failure to fulfill or improper fulfillment of the terms of this agreement, the Parties shall bear liability provided for by the laws of the Republic of Kazakhstan and this agreement.

15. For violation of the procedure and deadline for payment for the use of land plot under this agreement, the Lessee shall pay the Lessor a penalty in the amount of _____% of the cost of payment for the use under this agreement for the year.

16. The liability of the Parties for violation of obligations under this agreement caused by force majeure shall be regulated by the laws of the Republic of Kazakhstan.

7. Conditions for amending, supplementing, terminating and cancelling this agreement

17. Any amendment to the terms of this agreement or its unilateral termination before the expiration of its validity period, provided that the parties fulfill their obligations under this

agreement, shall not be permitted, except for the cases provided for in paragraph 20 of this agreement.

18. Any amendments and additions to this agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

19. This agreement shall terminate upon:

1) abolition of the SEZ or IZ;

2) expiration of validity term of this agreement, unless the Parties have reached an agreement on its extension;

3) early termination of this agreement by a court order.

8. Dispute resolution procedure

20. Disputes and disagreements that may arise during the performance of obligations under this agreement shall be resolved through negotiations between the Parties.

21. In the event that it is impossible to resolve disputes through negotiations within three months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

22. The Parties shall not be released from fulfilling the obligations established by this agreement until the disputes and disagreements that have arisen are fully resolved.

9. Force majeure

23. A party that has failed to perform or improperly performed an obligation under this Agreement shall be liable for property damage, unless it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, etc.).

10. Final provisions

24. Legal relations of the Parties not specified in this Agreement shall be regulated by the laws of the Republic of Kazakhstan.

25. All notifications and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each of the Parties under this Agreement only upon receipt by the Party to which they are addressed.

26. Notifications and documents shall be delivered directly to the Party in person or sent by mail, registered airmail, or fax.

27. If a Party changes its postal address, each Party shall provide written notice to the other Party within 7 working days.

28. All appendices to this Agreement shall be its integral parts.

29. Amendments and additions to this agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this agreement.

30. The agreement shall be made in three copies, each having equal legal force, of which one shall be kept by the Lessor, the second copy by the Lessee, and the third shall be submitted to the justice authorities for registration.

31. This agreement shall be signed on _____ (day), _____ (month) 20 ____ in the city of _____ of the Republic of Kazakhstan, by authorized representatives of the Parties.

32. Legal addresses and signatures of the Parties:

Lessee:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____

Signature _____

Lessor:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____

Signature _____

Appendix 4
to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522.

Standard form of agreement for temporary secondary use (sublease) of land plots in private ownership, on which a special economic or industrial zone is established

Footnote. Standard form with amendments introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20 ____ (date of conclusion of the agreement)
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_____, (name of the legal

entity) represented by _____, acting on the basis of _____, hereinafter referred to as the "Sublessor", on the one hand, and _____ represented by _____, acting on the basis of _____, hereinafter referred to as the "Sublessee", on the other hand, collectively referred to as the "Parties", have entered into this agreement for the temporary secondary use (sublease) of land plots in private ownership, on which a special economic or industrial zone is being established (hereinafter - the Agreement), as follows:

1. Subject of the agreement

The Sublessor leases the land plot/part of the land plot (hereinafter - the land plot), leased under Agreement № __ dated ____ 20__ for temporary use (lease) of land plots in private ownership on which a special economic or industrial zone is being established, for temporary secondary use (sublease) to the Sublessee for use in carrying out priority or auxiliary or non-core activities in the territory of the special economic zone or industrial zone (hereinafter referred to as the SEZ or IZ).

2. Location of the land plot and its details:

address: region _____

district _____

city _____, street _____

cadastral number: _____

area _____

intended purpose: _____.

restrictions on use and encumbrances: _____.

divisibility of the land plot: _____.

3. The land plot has (does not have) real estate objects on

_____.

(indicate the real estate objects and their characteristics if they are located on the land plot or make a note that there are none)

A detailed list of real estate objects with technical characteristics shall be attached to the agreement (if they are located on the land plot).

The transfer of the land plot shall be formalized by an acceptance certificate (indicating the actual condition of the land plot), which is drawn up and signed by the parties in two copies (one for each of the Parties). The acceptance certificate shall be attached to the agreement and is an integral part thereof.

2. Basic concepts

4. The following concepts are used in this agreement:

1) inseparable improvements - improvements made by the Sublessee with the consent of the Lessor (buildings, structures that do not contradict the intended purpose of the land plot), inseparable without damage to the property;

2) agreement on the implementation of activities - an agreement concluded between a participant or several participants in a special economic or industrial zone and the management company of a special economic or industrial zone, establishing the conditions for the implementation of activities on the territory of a special economic or industrial zone and (or) in their legal regime, the rights, obligations and responsibilities of the parties;

3) Sublessor - a legal entity established or determined in accordance with the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law) and the Law of the Republic of Kazakhstan "On the Innovation Cluster "Park of Innovative Technologies" to ensure the functioning of a special economic zone, or a legal entity established or determined in accordance with the Law to ensure the functioning of an industrial zone (hereinafter - a SEZ or IZ);

4) land plot - a land plot located on the territory of a special economic zone or industrial zone;

5) Sublessee - participants in a SEZ or IZ, as well as persons carrying out auxiliary or non-core activities;

6) sublease agreement - an agreement for temporary secondary use (sublease) of land plots in private ownership on which a SEZ or IZ is established, concluded between the Lessee and the Sublessee in accordance with the Civil Code of the Republic of Kazakhstan, the Law, and other regulatory legal acts, drawn up in writing, signed by the Parties, with all appendices and additions to it.

7) non-core activities - activities that are not included in the list of priority activities related to the manufacturing industries that are associated with processing of raw materials, materials, substances, components for a new product;

8) a person carrying out non-core activities - a person included in the unified register of persons carrying out non-core activities and carrying out such activities on the territory of a special economic zone;

9) an agreement on the implementation of non-core activities - an agreement concluded between a person carrying out non-core activities, or several persons carrying out non-core activities, and the management company of a special economic zone, establishing the conditions for carrying out activities on the territory of a special economic zone, the rights, obligations and responsibilities of the parties.

3. Rights and obligations of the parties

5. The Sublessee shall have the right to:

1) use the land plot for priority or auxiliary or non-core activities on the territory of the SEZ;

2) erect buildings and structures that do not contradict the intended purpose of the land plot;

3) other rights established by the laws of the Republic of Kazakhstan.

6. The Sublessee shall be obliged:

1) to fully comply with all the terms of this agreement;

2) to use the land plot in accordance with its main intended purpose and in the manner prescribed by this agreement;

3) to pay a fee for the use of the land plot in the amount and on the terms established by this agreement;

4) to provide the Lessor (his legal representatives), representatives of authorized bodies with access to the land plot;

5) to send a written notification to the Lessor on the early termination of this agreement no later than 3 (three) months in advance;

6) in the event of termination by the Lessor of the agreement on carrying out activities as a participant in the SEZ or IZ or the agreement on carrying out non-core activities unilaterally in accordance with the Law, to return the land plot to the Lessor in proper condition on the basis of the acceptance certificate within 15 (fifteen) working days from the date of termination of the agreement on carrying out activities as a participant in the SEZ or IZ or the agreement on carrying out non-core activities;

7) to notify the Lessor in writing within ten days of changes in its details;

8) to return the land plot to the Lessor in proper condition on the basis of the acceptance certificate within 5 (five) working days from the date of termination of this agreement in the event of termination of this agreement;

9) to return the land plot to the Lessor in proper condition on the basis of the acceptance certificate within 15 (fifteen) working days from the date of termination of the SEZ participant agreement in the event of unilateral termination of the SEZ participant agreement by the Lessor in accordance with the Law;

9-1) prior to the commencement of production of products or performance of works and services on the territory of the SEZ stipulated by the Agreement on the implementation of activities/on the implementation of non-core activities, the Sublessee undertakes to complete the design of the facility at its own expense no later than _____, to carry out construction and installation work in accordance with the approved project and ensure the commissioning of the facility on the territory of the special economic zone by _____ 20 ____.

10) to bear other obligations established by the laws of the Republic of Kazakhstan.

7. The Lessor shall have the right to:

1) demand early termination of the agreement in the following cases:

the Sublessee uses the land plot for other than its intended purpose;

the Sublessee fails to pay for the use of the land plot for more than 2 (two) quarters in a row;

termination of the agreement on carrying out activities as a participant in the SEZ or IZ or the agreement on carrying out non-core activities unilaterally in accordance with the Law;

in other cases stipulated by the laws of the Republic of Kazakhstan;

2) access to the territory of the land plot for the purpose of inspecting it for compliance with the terms of the agreement by prior agreement with the Sublessee;

3) compensate for losses caused by deterioration of the properties of the land plot and the environmental situation as a result of the Sublessee's economic activity, as well as on other grounds stipulated by the laws of the Republic of Kazakhstan and this agreement;

4) other rights established by the laws of the Republic of Kazakhstan.

8. The Lessor shall be obliged:

1) to fully comply with all the terms of this agreement;

2) to transfer the land plot to the Sublessee under the acceptance certificate within 10 (ten) working days from the date of state registration of this agreement in the prescribed manner;

3) to notify the subtenant in writing within ten days of a change in the account number for transferring payment for the use of the land plot;

4) to reimburse the Sublessee for costs associated with inseparable improvements to the land plot;

5) in the event of termination by the Lessor of the agreement on the implementation of activities as a participant in the SEZ or IZ or the agreement on the implementation of non-core activities unilaterally in accordance with the Law, to withdraw the land plot from the Sublessee in proper condition on the basis of the acceptance certificate within 15 (fifteen) working days from the date of termination of the agreement on the implementation of activities as a participant in the SEZ or IZ or the agreement on the implementation of non-core activities;

6) to bear other obligations established by the laws of the Republic of Kazakhstan.

4. Term of the contract

9. This Agreement shall enter into force on the date of its conclusion by the Parties.

10. This Agreement is concluded for a period of _____ years, but not exceeding the term of establishment and functioning of the SEZ _____, as well as the validity of Agreement № __ dated _____ 20__ for temporary use (lease) of land plots in private ownership on which the SEZ is being established.

11. Upon expiration of this Agreement and subject to the Sublessee's fulfillment of all its obligations under this Agreement, the Agreement may be concluded for a new term on additionally agreed terms. The Sublessee shall notify the Lessor in writing of its intention to

conclude the Agreement for a new term no later than 1 (one) calendar month prior to the expiration of this Agreement. In this case, the Sublessee shall have a preferential right over third parties to conclude the Agreement for a new term.

5. Fee for use of land plot

12. In accordance with paragraph 1 of Article 709 of the Code of the Republic of Kazakhstan dated December 25, 2017 "On taxes and other mandatory payments to the budget (Tax Code)", an organization or individual entrepreneur operating in the territory of a special economic zone, when determining the amount of land tax, property tax and payment for the use of land plots payable to the budget, for taxable objects (taxable objects) located in the territory of a special economic zone and used in the implementation of priority types of activities, shall reduce the amounts of the calculated tax and (or) payment by 100 percent.

6. Responsibility of the parties

15. For violation of the terms of this agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Kazakhstan.

16. For violation of the procedure and deadline for payment for the use of the land plot under this agreement, the Sublessee shall pay the Lessor a penalty in the amount of _____ tenge.

17. The liability of the Parties for violation of obligations under this agreement caused by force majeure shall be regulated by the current legislation of the Republic of Kazakhstan.

18. In case of failure to fulfill or improper fulfillment of the terms of this agreement by the Lessor, the Lessor shall compensate for all losses incurred by the Sublessee.

7. Conditions for amending, supplementing, terminating and cancelling this agreement

19. Any amendment in the terms of this Agreement or its unilateral termination before the expiration of its validity period, provided that the Parties fulfill their obligations under this Agreement, shall not be permitted, except in cases provided for by this Agreement.

20. Any amendments and additions to this Agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

21. This Agreement shall terminate upon:

- 1) abolition of the SEZ;
- 2) expiration of Agreement № __ dated _____ 20__ for temporary use (lease) of land plots in private ownership on which the SEZ is being established;
- 3) early termination of this Agreement by a court order;
- 4) unilateral termination of the agreement on the implementation of activities as a participant in the SEZ or IZ or the agreement on the implementation of non-core activities in accordance with the Law.

8. Procedure for consideration of disputes

22. Disputes and disagreements that may arise during the performance of the obligations of this agreement shall be resolved through negotiations between the Parties.

23. In the event that it is impossible to resolve disputes through negotiations within 3 (three) months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

24. The Parties shall not be released from fulfilling the obligations established by this agreement until the disputes and disagreements that have arisen are fully resolved.

9. Force majeure

25. A party that has failed to perform or improperly performed an obligation under this Agreement shall be liable for property damage, unless it proves that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, etc.).

10. Final provisions

26. Legal relations of the Parties not specified in this Agreement shall be governed by the current legislation of the Republic of Kazakhstan.

27. The Sublessee shall not have the right to transfer its rights and obligations under this Agreement for the sublease of a land plot to a third party, to lease the land plot for a secondary sublease, as collateral, to contribute them as a contribution to the authorized capital of a business partnership or company or a share contribution to a production cooperative, or to provide it for free, fixed-term use.

28. All appendices to this Agreement shall be its integral parts.

29. All amendments and additions to this Agreement shall be valid only if they are executed in writing and signed by authorized representatives of the Parties.

30. This Agreement is made in two copies, each having equal legal force, one of which shall be kept by the Lessor and the other copy by the Sublessee.

31. This agreement was signed on ____ (day), ____ (month) 20__ in the city of _____ of the Republic of Kazakhstan by authorized representatives of the Parties.

32. Legal addresses and signatures of the Parties:

Lessee:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____
Signature _____
Lessor:
Name _____
Legal address _____
Current account _____
BIN _____
Bank _____
Phone/fax _____
Signature _____

Appendix 5
to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522

Standard form of agreement on carrying out activities as a participant in a special economic zone

Footnote. Standard form with amendments introduced by orders of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.10.2019 № 801 (shall be enforced upon expiry of ten calendar days after the date of its first official publication); dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the date of its first official publication); dated 26.01.2024 № 36 (shall be enforced upon expiry of ten calendar days after the date of its first official publication); dated 05.03.2024 № 90 (shall be enforced upon expiry of ten calendar days after the date of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20__ (date of conclusion of the agreement)
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_____,
(name of the legal entity) hereinafter referred to as the "Management company",
represented by _____

_____,
(position, full name of the person signing the agreement)
acting on the basis of _____ (charter,
regulations, power of attorney № ____ dated "__" _____ 20__) on the one hand and _____
_____, (name of the legal entity) hereinafter
referred to as the "Participant of the Special Economic Zone", on the other hand, hereinafter
collectively referred to as the "Parties", and individually as a "Party" have entered into an
Agreement on carrying out activities (hereinafter - the Agreement).

1. Subject of the Agreement

1. The subject of this Agreement is carrying out ___ priority types of activity _____ (hereinafter - the activity) by the Participant of a special economic zone (hereinafter - the SEZ Participant) on the territory of a special economic zone (hereinafter - the SEZ)

2. Before the commencement of the products release or the production of works and services on the territory of the SEZ provided for by this Agreement, the SEZ Participant shall undertake at its own expenses to complete the design, carry out the construction and installation works and ensure the commissioning of the facility on the territory of the special economic zone within the timeframes established in the schedule provided in accordance with subparagraph 20) of paragraph 15 of this Agreement.

3. The SEZ Participant shall carry out the priority types of activity specified in paragraph 1 of this Agreement in accordance with the business plans (feasibility study) submitted to the Management company and constituting an integral part of this Agreement, in compliance with the requirements of the legislation of the Republic of Kazakhstan, design documents and this Agreement.

2. Basic concepts

4. Definitions and terms that are not explained in this section shall have the meaning corresponding to the definitions and terms contained in the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law):

1) SEZ - a part of the territory of the Republic of Kazakhstan with precisely defined boundaries, where a special legal regime of a special economic zone is in effect for carrying out activities in accordance with the Law;

2) special legal regime of a SEZ - a set of conditions for the functioning of a special economic zone for participants of a special economic zone in accordance with the Law, tax, customs, land legislation of the Republic of Kazakhstan, as well as the legislation of the Republic of Kazakhstan on the population employment;

3) SEZ Management company - a legal entity established or determined in accordance with the Law and the Law of the Republic of Kazakhstan "On the Innovative Cluster "Park of Innovative Technologies" to ensure the functioning of a special economic zone;

4) a SEZ participant - a legal entity carrying out priority types of activities on the territory of a special economic zone and included in the unified register of participants of special economic zones.

At the same time:

participants of the special economic zone "Park of Innovative Technologies" shall be allowed to carry out priority types of activities outside the territory of this special economic zone;

participants of a special economic zone, the boundaries of which fully or partially coincide with sections of the customs border of the Eurasian Economic Union, may be individual entrepreneurs carrying out priority types of activities on the territory of the specified special economic zone;

5) activities of a SEZ participant - performance of works (manufacture (receipt of products) provision of services on the territory of the SEZ, in accordance with the agreement on the implementation of activities as a participant in the SEZ;

6) one stop-shop principle - a form of provision of public services on the territory of the SEZ, which provides for the minimization of the applicants participation in the collection and preparation of documents and the limitation of their direct contact with the entities providing public services;

7) a single coordination center for special economic and industrial zones in the Republic of Kazakhstan (hereinafter - a single coordination center) - a legal entity that coordinates the activities of special economic and industrial zones;

8) free customs zone - a customs procedure under which goods are placed and used within the territory of the SEZ or part thereof without paying customs duties, taxes, as well as without applying non-tariff regulation measures in relation to foreign goods and without applying prohibitions and restrictions in relation to goods of the Customs union;

9) infrastructure objects - real estate objects that are part of the objects for production and transmission of thermal and electrical energy, water supply and gas supply, sewerage, transport communications, communication services and other objects in accordance with the feasibility study for the establishment of the SEZ and the approved master plan;

10) priority activities - types of activities included in the list of priority activities carried out in the territories of special economic zones to which the special legal regime of the special economic zone applies;

11) persons carrying out auxiliary activities - individual entrepreneurs or legal entities that are not participants of the special economic zone, carrying out auxiliary activities in accordance with this Law;

12) authorized body - the central executive body that carries out state regulation in the sphere of establishment, operation and liquidation of special economic and industrial zones.

3. Term of the Agreement

5. This Agreement is concluded for a period of _____.

6. The term of this Agreement shall not exceed the period during which this special economic zone may operate.

In this case, the term of the Agreement on carrying out activities depends on the categories established by Article 51 of the Law.

7. The term of this Agreement may be extended by mutual agreement of the Parties, if the term of extension of the Agreement initially established by the Parties did not exceed the term

of the special economic zone, determined by the relevant resolution of the Government of the Republic of Kazakhstan.

8. An application for extension of the term of this Agreement shall be submitted to the Management company no later than one month before the expiration of the term of this Agreement and shall be considered no later than one month from the date of its receipt by the Management company.

9. This Agreement shall enter into force on the date of entry of information on the registration of a person as a participant in the SEZ into the unified register of the SEZ participants. In this case, the special legal regime for the SEZ participants shall apply from the date of entry of information on the SEZ Participant into the unified register of SEZ participants.

10. The untimely receipt by the SEZ Participant of the necessary permits shall not be a basis for changing the general terms for the performance of works under this Agreement.

4. Purpose of the Agreement

11. This Agreement shall establish the legal framework for contractual relations between the Management company and the SEZ Participant in accordance with the current legislation of the Republic of Kazakhstan for carrying out activities on the territory of the SEZ under the conditions of providing the SEZ Participant with certain tax benefits and benefits on the payment of customs duties, taxes by the state when investing in the establishment and development of production and the provision of services on the territory of the SEZ, as provided by law.

5. General rights and obligations of the Parties

12. The Management company shall have the right to:

- 1) monitor the fulfillment of the terms of agreements on carrying out activities;
- 2) receive the necessary information and documents from the SEZ Participant based on written requests on the obligations assumed under this Agreement as part of the monitoring, within the timeframes stipulated by the Agreement, but not more than once per quarter;
- 3) in the event of failure to fulfill the obligations assumed under this Agreement, as well as violations related to carrying out activities on the territory of the SEZ, send the SEZ Participant a written notice of the need to eliminate such violations, indicating the deadline for submitting relevant explanations to the Management company, as well as the period within which the violations must be eliminated;
- 4) provide land plots for secondary land use or use (sublease) and provide infrastructure facilities for lease (sublease) to persons carrying out auxiliary activities, SEZ participants;
- 5) receive remuneration for services provided by the Management Company to the SEZ Participant;

6) receive income from leasing and (or) subleasing infrastructure objects, land plots, and other property;

7) implement projects related to the construction of infrastructure objects ensuring the functioning of the SEZ on the basis of separate agreements with SEZ participants, in accordance with the approved feasibility study on land plots not transferred to SEZ participants;

8) exercise other rights provided for by the legislation of the Republic of Kazakhstan.

13. A SEZ participant shall have the right to:

1) use guarantees of legal protection, tax and other benefits provided for by legislative acts of the Republic of Kazakhstan for SEZ participants;

2) obtain land plots and build infrastructure objects for carrying out priority types of activities in the manner prescribed by the Law and this Agreement;

3) use the income received from the implementation of activities on the territory of the SEZ, after paying taxes and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan, at its own discretion;

4) attract persons carrying out auxiliary types of activities in agreement with the other party to the Agreement;

5) determine auxiliary types of activities for its production, which by their nature must not coincide with the priority type of activity and inform the other party to the Agreement about them;

6) carry out, at its own expense, the construction of the necessary infrastructure objects on the territory of a land plot transferred to it for temporary paid land use or use (lease) or for secondary land use or use (sublease);

7) use on the territory of the SEZ electric, thermal energy, gas, water, sewerage, means of communication and telecommunications, other utilities, public transport and other services provided on the territory of the SEZ;

8) carry out the following types of activities outside the territory of the SEZ until January 1, 2028:

design, development, implementation and production of databases and hardware, design, development, implementation and production of software (including prototypes);

services for storing and processing information in electronic form using server infocommunication equipment (data center services);

conducting scientific-research and development works on the establishment and implementation of projects in the field of information and communication technologies.

The provisions of this subparagraph shall apply exclusively to the Participant of the SEZ in the field of information and communication technologies and innovative technologies.

9) petition the Management Company to provide a land plot to persons claiming to carry out auxiliary activities and who have entered into agreements with the SEZ Participant in

accordance with the established manner for the performance of certain types of contract works and services;

10) enjoy other rights stipulated by the legislation of the Republic of Kazakhstan.

14. The Management Company shall be obliged to:

1) monitor on an ongoing basis the implementation of the terms of agreements on the implementation of activities by SEZ Participants, including compliance with priority types of activities.

If a violation is detected, to notify the authorized body in the field of ensuring tax receipts and payments to the budget within 3 working days;

2) conscientiously and properly fulfill the obligations stipulated by the laws of the Republic of Kazakhstan and this Agreement;

3) organize reception areas for the operation of the public service center on one stop-shop principle, as well as the provision of information assistance on the provided public services;

4) based on a request from state revenue authorities located in the territory of the SEZ, issue a confirmation of the actual consumption of imported goods when carrying out activities that meet the goals of establishing the SEZ;

5) prior to concluding this Agreement, familiarize the SEZ Participant with the terms of provision of services by the Management company to the SEZ Participant in the territory of the SEZ. This requirement is necessary only if such services are available.

15. The SEZ Participant shall be obliged to:

1) carry out its activities in accordance with the goals of establishing the SEZ;

2) have funds and other property not withdrawn from circulation in an amount corresponding to the feasibility study for carrying out the type of activity classified as a priority for this SEZ;

3) submit an annual report on its activities to the Management company;

4) provide the necessary information on its activities upon additional request of the Management company;

5) carry out priority types of activities specified in Chapter 1 of this Agreement on the territory of the SEZ;

6) carry out investments in the amount of _____ tenge in accordance with business plans and feasibility studies within _____ month (year);

7) in the event of receipt of a written notice of failure to fulfill assumed obligations and (or) elimination of identified violations established as a result of monitoring of activities, eliminate the violations in agreement with the Management company within the timeframes established by the current legislation of the Republic of Kazakhstan;

8) in the presence of the necessary infrastructure and objects intended for the implementation of priority types of activities on the territory of a special economic zone,

within one calendar year from the date of signing this Agreement, terminate the activities of its separate structural divisions, with the exception of representative offices, outside the SEZ on the basis of the concluded agreement on carrying out activities.

This obligation for SEZ Participants in the field of information and communication technologies and innovative technologies in terms of requirement to carry out activities on the territory of a special economic zone will not be a mandatory condition until January 1, 2028 for the following types of activities:

design, development, implementation and production of databases and hardware, design, development, implementation and production of software (including prototypes);

services for storing and processing information in electronic form using server information and communication equipment (data center services);

conducting scientific - research and development works on the establishment and implementation of projects in the field of information and communication technologies;

9) at the expense of their own funds or other sources not prohibited by the legislation of the Republic of Kazakhstan, carry out construction of production and infrastructure objects they need on the territory of a land plot transferred to them for temporary compensated land use or use (lease) or for secondary land use or use (sublease), in accordance with the obligations assumed under this Agreement;

10) supply to the domestic market a part of the products they manufacture, the volumes of which should not exceed ___ percent of the annual volume, if there is a confirmed need of the population and a petition from the authorized body;

11) give preference to equipment, materials and finished products manufactured in the Republic of Kazakhstan, if they are competitive in terms of environmental and technical qualities and prices;

12) give priority to Kazakhstani organizations in the performance of services and works when implementing priority types of activities on the territory of the SEZ, if these services are competitive in terms of price, efficiency and quality;

13) in the event of an accident during the performance of activities provided for by this Agreement, immediately notify the Management company thereof and ensure the application of additional measures to protect the health and lives of employees and the population, perform liquidation works aimed at restoring production and the natural environment within the timeframes agreed upon by the parties;

14) when carrying out activities and (or) works on the territory of the SEZ, in the event of an immediate threat to the life and health of the population, immediately inform the Management company thereof and suspend the works;

15) prevent this Agreement from being transferred as collateral for the purpose of securing monetary and other obligations of the SEZ Participant to third parties;

16) in the event of the assignment (alienation) of a share in the authorized capital of the SEZ Participant to a new owner, notify the Management company of the planned transaction at least two months in advance of its execution;

17) in case of the intention to transfer all rights and obligations under this Agreement to another legal entity, to provide in the agreement (transaction) concluded with it a condition on joint and several liability of the SEZ Participant and the legal entity accepting the rights and obligations under this Agreement;

18) notify the Management company of the planned transaction for the alienation of property and (or) business at least 15 working days before the expected date of the transaction ;

19) conscientiously and properly fulfill the obligations stipulated by the legislation of the Republic of Kazakhstan and this Agreement;

20) within ten working days from the date of receipt of the right of secondary land use (sublease), provide the Management company with a schedule for the design, implementation of construction and installation works and ensuring the commissioning of the facility, which is an integral part of this Agreement;

21) within ten working days from the date of receipt of the right of secondary land use (sublease), conclude with the Management company an agreement for the provision of services provided by the Management company to the SEZ Participant. This requirement is mandatory provided that the SEZ Participant has read and agreed to the terms of service provision prior to concluding this Agreement.

6. Taxes, fees and mandatory payments

16. Participants of the SEZ shall be subject to taxes, fees and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan.

7. Customs regulation

17. The SEZ Participant shall fulfill the obligations to pay customs duties and taxes in accordance with the Customs legislation of the Customs Union and the Republic of Kazakhstan, effective at the time the obligations to pay them arise.

18. The list of goods required for the SEZ Participant to carry out priority types of activities, in respect of which the customs procedure of the free customs zone is applied, shall be established in accordance with the legislation of the Republic of Kazakhstan, in the design and estimate documentation that has passed the state examination.

8. Insurance

19. The SEZ participant shall carry out, in accordance with the legislation of the Republic of Kazakhstan,

1) mandatory insurance of civil liability of the employer for harm caused to the life and health of the employee in the performance of his/her work (official) duties;

2) mandatory environmental insurance when carrying out environmentally hazardous types of economic and other activities on the territory of the SEZ related to liability for compensation for damage caused to:

the environment and (or) restoration of the state of the environment to the state prior to its deterioration;

the life and health of citizens as a result of emergency pollution of the environment;

the property of third parties belonging to them on the basis of the right of ownership, the right of economic management, the right of operational management and other legal grounds, as a result of emergency pollution of the environment;

3) mandatory social insurance in case of:

loss of ability to work;

loss of breadwinner;

loss of job;

4) mandatory insurance of civil liability of vehicle owners;

5) mandatory insurance of civil liability of the carrier to passengers when carrying out the relevant type of activity;

6) mandatory insurance of civil liability of owners of objects whose activity is associated with the risk of causing harm to third parties as a result of an accident.

20. The SEZ participant, at its own discretion, selects insurance organizations in accordance with the current legislation of the Republic of Kazakhstan.

9. Guarantees of stability of the Agreement

21. The SEZ Participant shall be guaranteed protection of rights and interests, which is ensured by the Constitution of the Republic of Kazakhstan, this Agreement and other regulatory legal acts of the Republic of Kazakhstan, as well as international treaties ratified by the Republic of Kazakhstan.

22. Compulsory seizure of property of the SEZ Participant (nationalization, requisition) for state needs shall be allowed in exceptional cases and in the manner prescribed by the laws of the Republic of Kazakhstan.

23. Any changes and additions to this agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

10. Accounting and reporting

24. The SEZ Participant shall maintain records and accounting documentation in accordance with the legislation of the Republic of Kazakhstan.

25. The SEZ Participant shall provide the Management company with complete information on its activities for the previous year in accordance with the legislation, and shall also send to the Management company a report on the fulfillment of this Agreement terms for the past year by _____ month (year) of each calendar year.

11. Confidentiality

26. Information received or acquired by any Party in the course of fulfilling the terms of this Agreement shall be confidential.

27. The Parties shall not have the right to transfer confidential information to third parties without the prior written consent of the other Party, except in the following cases:

- 1) if such information is used in the course of legal proceedings;
- 2) to authorized state bodies of the Republic of Kazakhstan entitled to receive the relevant information in accordance with the requirements of the current legislation of the Republic of Kazakhstan;
- 3) financial institutions, to the extent that this is appropriate in arranging financing, provided that such financial institutions undertake in writing to keep the information received as confidential and to use it only for the specified purposes;
- 4) a single coordination center within the framework of the implementation of functions in accordance with the Law.

28. The Parties shall agree, if necessary, to provide the tax authorities of the Republic of Kazakhstan with information related to their accounts, which may be requested in accordance with the current tax legislation of the Republic of Kazakhstan.

12. Transfer of rights and obligations

29. The SEZ Participant disposes of the property and business belonging to him/her on the territory of the SEZ at his/her own discretion.

30. When the SEZ Participant transfers the rights of ownership, use and (or) disposal of goods placed under the customs procedure of the free customs zone to another legal entity, the customs procedure of the free customs zone shall be terminated in the manner and under the conditions established by the customs legislation of the Customs Union and the Republic of Kazakhstan.

31. In cases stipulated by the legislation of the Republic of Kazakhstan, the state shall have a priority right to buy out the alienated assets of the SEZ Participant into state ownership at market price.

13. Force majeure

The Parties shall be released from liability for full or partial failure to fulfill obligations in the event of force majeure, such as: floods and other natural disasters, fire, earthquake,

explosions, extreme weather conditions, other natural and man-made phenomena, wars, embargoes, strikes, epidemics, quarantine, the introduction of a state of emergency, curfew, as well as other circumstances beyond the control of the Parties, but directly affecting the fulfillment of obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement.

The issuance by state bodies of regulatory acts of a prohibitive nature or changes in legislation that are independent of the will of the Parties, but directly affecting the failure to fulfill obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement, may be recognized as force majeure circumstances by a court decision.

33. In the event of force majeure circumstances, the Party whose performance of any obligations under this Agreement has become impossible due to the occurrence of such circumstances shall, within 3 (three) working days from the occurrence or termination of the force majeure circumstances, notify the other Party thereof in writing (having motivated and substantiated the impossibility of fulfilling its obligations under this Agreement or the occurrence of other previously unforeseen consequences).

34. Failure to notify or untimely notification shall deprive the Party of the right to refer to any force majeure circumstance as a basis exempting it from liability for failure to fulfill obligations under this Agreement, except in cases where such failure to notify or untimely notification is directly caused by the relevant force majeure circumstance. Notification of the onset and termination of force majeure circumstances must be confirmed by a document or certificate from the relevant body and/or institution competent to confirm such circumstances, except in cases where force majeure circumstances are well-known and widespread and do not require proof.

35. The term for fulfilling obligations under this Agreement shall be extended in proportion to the time during which force majeure circumstances were in effect, as well as the consequences caused by these circumstances. If the impossibility of full or partial fulfillment by the parties of obligations under this Agreement due to the occurrence of force majeure circumstances exists for more than one calendar year, the Parties shall have the right to terminate this Agreement.

36. The occurrence of force majeure circumstances does not require legal registration of the extension of the term of this Agreement.

14. Responsibility of the Parties in the Special Economic Zone

37. For failure to fulfill or improper fulfillment of the terms of this Agreement, the Parties shall bear liability provided for by the legislation of the Republic of Kazakhstan and this Agreement.

38. The SEZ Participant shall bear full liability for violations of the requirements established by technical regulations and design documentation committed during the implementation of activities.

39. The SEZ Participant shall bear liability for all risks arising during and as a result of carrying out activities under this Agreement and associated with losses or damage to the state, in accordance with the legislation of the Republic of Kazakhstan.

40. Transactions concluded by the SEZ Participant that violate the legislation of the Republic of Kazakhstan on special economic zones shall entail the application of liability to the guilty persons in accordance with the legislation of the Republic of Kazakhstan and shall be invalid.

41. Damage caused to the life and health of citizens during the performance of the priority types of activities specified in the Agreement shall be subject to compensation in accordance with the legislation of the Republic of Kazakhstan.

15. Conditions for amending, supplementing, terminating and cancelling this Agreement

42. Amendments and/or additions to this Agreement may be introduced at any time by mutual written consent of the Parties and shall be executed in writing, in the form of an additional agreement, which shall be an integral part of this Agreement.

The Management company shall inform the single coordination center of changes and/or additions to this Agreement related to maintaining the register of SEZ participants within 2 (two) working days from the date of making the amendments and additions.

43. This Agreement on the implementation of activities shall be terminated upon:

- 1) abolition of the SEZ;
- 2) expiration of its term, unless the Parties have reached an agreement on its extension;
- 3) early termination of the agreement on carrying out activities;
- 4) other cases stipulated by the civil legislation of the Republic of Kazakhstan or the agreement on carrying out activities.

44. Early termination of this Agreement shall be allowed by agreement of the Parties, as well as in cases stipulated by the Law.

For the purposes of this paragraph, material violations shall be:

1) disruption by the SEZ Participant of deadlines specified in paragraph 2 of this Agreement and the schedule for design, construction and installation works and ensuring the commissioning of the facility without good reason for more than six calendar months;

2) suspension of activities of the SEZ Participant for more than two calendar months without the consent of the Management company;

3) violation by the SEZ Participant of the provisions of this Agreement and the legislation of the Republic of Kazakhstan in the field of construction, which may significantly affect the quality of the works performed.

44-1. Within two working days from the date of termination of this Agreement, the Management company shall notify the FEZ Participant, state revenue authorities, authorized body, as well as local executive bodies of the region, city of republican significance, and capital thereof.

45. Violation of the terms of this Agreement, fully eliminated by the CEZ Participant within the period specified in the notification of the Management company, shall not be grounds for early termination of this Agreement unilaterally.

46. The Management company, by mutual agreement of the Parties, shall buy out from the former CEZ Participant, at book value on the date of termination of this Agreement, the erected buildings and structures, if they can be used for other purposes or by other CEZ Participants, on the basis of a separate purchase and sale agreement.

If such use is impossible, the former CEZ Participant shall demolish all structures and bring the land plots returned to the other party into proper condition.

In case of early termination of this Agreement with the CEZ Participant who leased land plots on the territory of the CEZ and erected construction projects, the CEZ Participant shall ensure, within a three-month period, at its own expense, the dismantling and removal from the territory of the CEZ of the equipment and mechanisms belonging to it.

In the event that the CEZ Participant fails to dismantle and remove from the territory of the CEZ the equipment, mechanisms and erected construction projects belonging to it within a three-month period, the rights to the specified objects shall be transferred to the new CEZ Participant.

16. Dispute resolution procedure

47. Disputes and disagreements that may arise during the performance of this Agreement shall be resolved through negotiations between the Parties.

48. If the Parties fail to reach an agreement within three months from the date of receipt of a written request from either Party to the other Party, disputes may be resolved in the court of the Astana International Financial Centre, the International Arbitration Centre of the Astana International Financial Centre or the judicial bodies of the Republic of Kazakhstan, as well as arbitration courts determined by agreement of the Parties.

49. The Parties shall not be released from fulfilling the obligations established by the Agreement until the disputes and disagreements that have arisen are fully resolved.

17. Applicable law

50. The current law of the Republic of Kazakhstan shall apply to this Agreement and other agreements (contracts) concluded by the Parties, including with other persons, in the implementation of this Agreement.

18. Language of the Agreement

51. The text of the Agreement shall be drawn up in the state and Russian languages in 2 copies for each of the Parties, all copies are identical.

52. By agreement of the Parties, the text of the Agreement may also be translated into another language.

53. In the event of disagreements or disputes in clarifying the content and interpretation of the Agreement, the version of the text in _____ shall prevail.
(indicate language)

19. Final Provisions

54. All notices and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each Party to this Agreement only upon receipt.

55. Notices and documents shall be delivered directly to the Party or sent by mail, registered airmail, fax, or e-mail.

56. In the event of a change in the postal address under this Agreement, each Party shall provide written notice to the other Party within 7 working days.

57. All appendices to the Agreement shall be considered as its integral parts. In the event of any discrepancies between the provisions of the appendices and the Agreement itself, the Agreement shall have fundamental significance.

58. Amendments and additions to this Agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this Agreement.

59. When several legal entities act on the side of the "SEZ Participant", each of them shall be a signatory of this Agreement with the Management company, and the agreement concluded between them on joint activities of the participants to carry out priority types of activities in the territory of a special economic zone shall be an integral appendix to the agreement.

60. When concluding agreements with SEZ Participants of previously established special economic zones, provisions may be provided for related to the need to complete the fulfillment of previously determined obligations by the Parties.

61. This Agreement is signed on _____ (day), _____ (month) 20 ____ in the city of _____ Republic of Kazakhstan, by authorized representatives of the Parties.

62. Legal addresses and signatures of the Parties:

Management company	Participant:
Legal address _____	_____
TIN _____	_____
IIC _____	
BIC _____	_____

Signature _____	Signature _____
	—

Appendix 6
to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522

Standard form of agreement on carrying out activities as a participant in an industrial zone

Footnote. Standard form with amendments introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20__ (date of conclusion of the agreement)
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_____, (name of the legal entity) hereinafter referred to as the "Management company", represented by _____, (position, full name of the person signing the agreement) acting on the basis of _____ (charter, regulations, power of attorney №__ dated "__" _____ 20__) on the one hand, and _____, (name of the legal entity) hereinafter referred to as the "Industrial Zone Participant", on the other hand, hereinafter collectively referred to as the "Parties", and individually as a "Party", have entered into an Agreement on carrying out activities (hereinafter - the Agreement).

1. Subject of the Agreement

1. The subject of this Agreement is carrying out entrepreneurial activity _____ (hereinafter - the activity) by the Industrial Zone Participant (hereinafter - the IZ Participant) on the territory of the industrial zone (hereinafter - IZ).

2. The IZ Participant carries out the types of activity specified in paragraph 1 of this Agreement in accordance with the business plans (feasibility study) submitted to the Management company and which are an integral part of this Agreement, in compliance with the requirements of the legislation of the Republic of Kazakhstan, project documents and this Agreement.

2. Basic concepts

3. Definitions and terms that are not explained in this section shall have the meaning corresponding to the definitions and terms contained in the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law):

1) IZ (Industrial Zone) - a territory provided with engineering and communications infrastructure, provided to private entrepreneurship entities for the placement and operation of business facilities, including in the field of industry, agro-industrial complex, tourism industry, transport logistics, waste management, in the manner established by the legislation of the Republic of Kazakhstan;

2) IZ management company - a legal entity established or determined in accordance with the Law to ensure the functioning of the industrial zone;

3) IZ participant - an individual entrepreneur, a legal entity, engaged in the placement and operation of business facilities on the territory of the industrial zone in the manner established by the legislation of the Republic of Kazakhstan, with whom the management company of the industrial zone has concluded an agreement on carrying out activities;

4) activity of an IZ participant - performance of works (manufacture (receipt) of products) provision of services on the territory of the IZ, in accordance with the agreement on carrying out activities as an IZ participant;

5) one stop-shop principle - a form of provision of public services on the territory of the IZ, providing for the minimization of the applicants participation in the collection and preparation of documents and limitation of their direct contact with the entities providing public services;

5-1) a single coordination center for special economic and industrial zones in the Republic of Kazakhstan (hereinafter - a single coordination center) is a legal entity that coordinates the activities of special economic and industrial zones;

6) an authorized body - a central executive body that carries out state regulation in the sphere of establishment, operation and abolition of special economic and industrial zones.

3. Term of the Agreement

4. This Agreement is concluded for a period of _____.

5. The term of this Agreement shall not exceed the period during which this industrial zone may operate.

6. The term of this Agreement may be extended by mutual agreement of the Parties if the term of extension of the Agreement initially established by the Parties did not exceed the term of the industrial zone, determined by the relevant resolution of the local executive body of the region, city of republican significance and the capital.

7. An application for extension of this Agreement shall be submitted to the Management company no later than one month before the expiration of this Agreement and shall be considered no later than one month from the date of its receipt by the Management company.

8. Failure of the IZ Participant to receive the necessary permits in a timely manner shall not be grounds for changing the general terms for the performance of work under this Agreement.

4. Purpose of the Agreement

9. This Agreement shall establish the legal framework for contractual relations between the Management company and the IZ Participant in accordance with the current legislation of the Republic of Kazakhstan on carrying out entrepreneurial activities on the territory of the IZ when investing in the establishment and development of production and the provision of services on the territory of the IZ.

5. General rights and obligations of the Parties

10. The Management Company shall have the right:

- 1) to monitor the fulfillment of the terms of this Agreement;
- 2) to receive the necessary information and documents from the IZ Participant based on written requests regarding the obligations assumed under this Agreement as part of the monitoring, within the timeframes specified in the Agreement, but not more often than once per quarter;
- 3) in the event of failure to fulfill the obligations assumed under this Agreement, as well as violations related to carrying out activities on the territory of the IZ, to send the IZ Participant a written notice of the need to eliminate such violations, indicating the deadline for submitting relevant explanations to the Management company, as well as the deadline within which the violations must be eliminated;
- 4) to provide land plots for secondary land use or use (sublease) and provide infrastructure objects for lease (sublease) to IZ Participants;
- 5) to receive remuneration determined by the Parties for services provided by the Management Company to the IZ Participant;
- 6) to receive income from leasing and (or) subleasing infrastructure objects, land plots, and other property;
- 7) to exercise other rights provided for by the legislation of the Republic of Kazakhstan.

11. The IZ Participant shall have the right to:

- 1) use the guarantees of legal protection provided for by legislative acts of the Republic of Kazakhstan for IZ Participants;
- 2) receive land plots and build infrastructure objects for the implementation of priority types of activity in the manner prescribed by the Law and this Agreement;
- 3) use the income received from carrying out activities on the territory of the IZ, after paying taxes and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan, at its own discretion;

4) attract persons carrying out auxiliary types of activity and inform the other party to the Agreement about this;

5) carry out, at its own expense, the construction of infrastructure objects it needs on the territory of the land plot transferred to it for temporary paid land use or use (lease) or for secondary land use or use (sublease);

6) use on the territory of the IZ electric, thermal energy, gas, water, sewerage, communication and telecommunications, other utilities, public transport and other services provided on the territory of the SEZ;

7) enjoy other rights stipulated by the legislation of the Republic of Kazakhstan.

12. The Management company shall be obliged to:

1) monitor the fulfillment of the terms of this Agreement by the IZ participant on an ongoing basis;

2) conscientiously and properly fulfill the obligations stipulated by the laws of the Republic of Kazakhstan and this Agreement;

3) organize reception areas for the operation of the public service center on one stop-shop principle, as well as provide information assistance on the provided public services;

13. The IZ participant shall be obliged:

1) to submit an annual report on its activities to the Management company;

2) to provide the necessary information on its activities upon additional request of the Management company;

3) to carry out on the territory of the IZ the entrepreneurial activity specified in Chapter 1 of this Agreement;

4) to carry out investments in the amount of _____ tenge in accordance with business plans and feasibility studies within _____ month (year);

5) to eliminate the violations in agreement with the Management company within the timeframes established by the current legislation of the Republic of Kazakhstan in the event of receipt of a written notice of failure to fulfill the assumed obligations and (or) elimination of the identified violations established as a result of monitoring the activities;

6) to carry out construction of the production and infrastructure objects they need on the territory of the land plot transferred to them for temporary compensated land use or use (lease) or for secondary land use or use (sublease), in accordance with the assumed obligations under this Agreement at the expense of their own funds or other sources not prohibited by the legislation of the Republic of Kazakhstan;

7) when carrying out activities and (or) works on the territory of the IZ, in the event of an immediate threat to the life and health of the population, to inform immediately the Management company about this and suspend works;

8) not to allow this Agreement to be transferred as collateral for the purpose of securing monetary and other obligations of the IZ Participant to third parties;

9) in the event of the assignment (alienation) of a share in the authorized capital of the IZ Participant to a new owner, to notify the Management company of the planned transaction at least two months before it is completed;

10) to conscientiously and properly fulfill the obligations stipulated by the legislation of the Republic of Kazakhstan and this Agreement;

6. Taxes, fees and mandatory payments

14. Participants of the IZ shall be subject to taxes, fees and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan.

7. Customs regulation

15. The IZ participant shall fulfill obligations to pay customs duties and taxes in accordance with the Customs legislation of the Customs Union and the Republic of Kazakhstan in force at the time the obligations to pay them arise.

8. Insurance

16. The SEZ participant shall carry out, in accordance with the legislation of the Republic of Kazakhstan, compulsory types of insurance, including:

1) mandatory insurance of civil liability of the employer for harm caused to the life and health of the employee in the performance of his/her work (official) duties;

2) mandatory environmental insurance when carrying out environmentally hazardous types of economic and other activities on the territory of the IZ related to liability for compensation for damage caused to:

the environment and (or) restoration of the state of the environment to the state prior to its deterioration;

the life and health of citizens as a result of emergency pollution of the environment;

the property of third parties belonging to them on the basis of the right of ownership, the right of economic management, the right of operational management and other legal grounds, as a result of emergency pollution of the environment;

3) mandatory social insurance in case of:

loss of ability to work;

loss of breadwinner;

loss of job;

4) mandatory insurance of civil liability of vehicle owners;

5) mandatory insurance of civil liability of the carrier to passengers when carrying out the relevant type of activity;

6) mandatory insurance of civil liability of owners of facilities whose activity is associated with the risk of causing harm to third parties as a result of an accident.

17. The IZ participant, at his own discretion, selects insurance organizations in accordance with the current legislation of the Republic of Kazakhstan.

9. Guarantees of stability of the Agreement

18. The IZ Participant shall be guaranteed protection of rights and interests, which is ensured by the Constitution of the Republic of Kazakhstan, this Agreement and other regulatory legal acts of the Republic of Kazakhstan, as well as international treaties ratified by the Republic of Kazakhstan.

19. Compulsory seizure of the property of the IZ Participant (nationalization, requisition) for state needs shall be permitted in exceptional cases and in the manner provided for by the laws of the Republic of Kazakhstan.

10. Accounting and reporting

20. The IZ Participant shall maintain records and accounting documentation in accordance with the legislation of the Republic of Kazakhstan.

21. The IZ Participant shall provide the Management company with complete information on its activities for the previous year in accordance with the legislation, and shall also send to the Management company a report on the fulfillment of the terms of this Agreement for the past year by _____ month (year) of each calendar year.

11. Confidentiality

22. Information received or acquired by any Party in the course of fulfilling the terms of this Agreement shall be confidential.

23. The Parties shall not have the right to transfer confidential information to third parties without the prior written consent of the other Party, except in the following cases:

- 1) if such information is used in the course of legal proceedings;
- 2) to authorized state bodies of the Republic of Kazakhstan entitled to receive the relevant information in accordance with the requirements of the current legislation of the Republic of Kazakhstan;
- 3) financial institutions, to the extent that this is appropriate in arranging financing, provided that such financial institutions undertake in writing to keep the information received as confidential and to use it only for the specified purposes;
- 4) a single coordination center within the framework of implementation of functions in accordance with the Law.

24. The Parties agree, if necessary, to provide the tax authorities of the Republic of Kazakhstan with information related to their accounts, which may be requested in accordance with the current tax legislation of the Republic of Kazakhstan.

12. Force majeure

25. The Parties shall be released from liability for full or partial failure to fulfill obligations in the event of force majeure, such as: floods and other natural disasters, fire, earthquake, explosions, extreme weather conditions, other natural and man-made phenomena, wars, embargoes, strikes, epidemics, quarantine, the introduction of a state of emergency, curfew, as well as other circumstances beyond the control of the Parties, but directly affecting the fulfillment of obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement. The issuance of prohibitive regulations by state bodies or changes in legislation beyond the control of the Parties, which are beyond the control of the Parties, but directly affecting the failure to fulfill obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement, may be recognized as force majeure circumstances by a court decision.

26. In the event of force majeure circumstances, the Party whose performance of any obligations under this Agreement has become impossible due to the occurrence of such circumstances shall, within 3 (three) working days from the occurrence or termination of the force majeure circumstances, notify the other Party thereof in writing (having motivated and substantiated the impossibility of fulfilling its obligations under this Agreement or the occurrence of other previously unforeseen consequences).

27. Failure to notify or untimely notification shall deprive the Party of the right to refer to any force majeure circumstance as a basis exempting it from liability for failure to fulfill obligations under this Agreement, except in cases where such failure to notify or untimely notification is directly caused by the relevant force majeure circumstance. Notification of the onset and termination of force majeure circumstances must be confirmed by a document or certificate from the relevant body and/or institution competent to confirm such circumstances, except in cases where force majeure circumstances are well-known and widespread and do not require proof.

28. The term for fulfilling obligations under this Agreement shall be extended in proportion to the time during which force majeure circumstances were in effect, as well as the consequences caused by these circumstances. If the impossibility of full or partial fulfillment by the parties of obligations under this Agreement due to the occurrence of force majeure circumstances exists for more than one calendar year, the Parties shall have the right to terminate this Agreement.

29. The occurrence of force majeure circumstances does not require legal registration of the extension of this Agreement term.

13. Liability of the Parties if the Special Economic Zone

30. For failure to fulfill or improper fulfillment of the terms of this Agreement, the Parties shall bear liability as provided for by the legislation of the Republic of Kazakhstan and this Agreement.

31. The IZ Participant shall bear full liability for violations of the requirements established by technical regulations and design documentation committed during the implementation of activities.

32. The IZ Participant shall bear liability for all risks arising during and as a result of the implementation of activities under this Agreement and associated with losses or damage to the state, in accordance with the legislation of the Republic of Kazakhstan.

33. Transactions concluded by the IZ Participant that violate the legislation of the Republic of Kazakhstan on special economic and industrial zones shall entail the application of liability to the guilty persons in accordance with the legislation of the Republic of Kazakhstan and are invalid.

34. Harm caused to the life and health of citizens during the performance of the priority types of activities specified in the Agreement shall be subject to compensation in accordance with the legislation of the Republic of Kazakhstan.

14. Conditions for amending, supplementing, terminating and cancelling this Agreement

35. Amendments and/or additions to this Agreement may be made at any time by mutual written consent of the Parties and shall be executed in writing, in the form of an additional agreement, which shall be an integral part of this Agreement.

36. This Agreement on the implementation of activities shall be terminated upon:

- 1) abolition of the IZ;
- 2) expiration of its term, unless the Parties have reached an agreement on its extension;
- 3) early termination of this Agreement;

4) other cases stipulated by the civil legislation of the Republic of Kazakhstan or the agreement on the implementation of activities.

37. Early termination of this Agreement shall be permitted by agreement of the Parties, as well as in cases stipulated by the Law.

15. Dispute resolution procedure

38. Disputes and disagreements that may arise during the performance of this Agreement shall be resolved through negotiations between the Parties.

39. If the Parties fail to reach an agreement within three months from the date of receipt of a written request from either Party to the other Party, disputes may be resolved in the court of the Astana International Financial Centre, the International Arbitration Centre of the Astana International Financial Centre or the judicial bodies of the Republic of Kazakhstan, as well as arbitration courts determined by agreement of the Parties.

40. The Parties shall not be released from fulfilling the obligations established by the Agreement until the disputes and disagreements that have arisen are fully resolved.

16. Applicable law

41. The current law of the Republic of Kazakhstan shall apply to this Agreement and other agreements (contracts) concluded by the Parties, including with other persons, in the implementation of this Agreement.

17. Language of the Agreement

42. The text of the Agreement shall be drawn up in the state and Russian languages in 2 copies for each of the Parties, all copies are identical.

43. By agreement of the Parties, the text of the Agreement may also be translated into another language.

44. In the event of disagreements or disputes in clarifying the content and interpretation of the Agreement, the version of the text

in _____ shall prevail.
(indicate language)

18. Final Provisions

45. All notices and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each Party to this Agreement only upon receipt.

46. Notices and documents shall be delivered directly to the Party or sent by mail, registered airmail, fax, or e-mail.

47. In the event of a change in the postal address under this Agreement, each Party shall provide written notice to the other Party within 7 working days.

48. All appendices to the Agreement shall be considered as its integral parts. In the event of any discrepancies between the provisions of the appendices and the Agreement itself, the Agreement shall have fundamental significance.

49. Amendments and additions to this Agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this Agreement.

50. If several legal entities act on the side of the "IZ Participant", each of them shall be a signatory of this Agreement with the Management company, and the agreement concluded between them on joint activities of the participants to carry out priority types of activities on the territory of the special economic zone shall be an integral appendix to the agreement.

51. This Agreement is signed on _____ (day), _____ (month) 20 ____ in the city of _____ Republic of Kazakhstan, by authorized representatives of the Parties.

52. Legal addresses and signatures of the Parties:

Management company	Participant:
_____	_____
Legal address _____	_____
TRN _____	_____

IIC _____	_____
BIC _____	_____
_____	_____
Signature _____	Signature _____

Appendix 7
to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522

Standard form of the agreement for the proper performance of functions of management companies of special economic zones, industrial zones of republican and regional significance

Footnote. Standard form with the amendment introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20__ (date of conclusion of the agreement)
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_____, (name of the legal entity) represented by _____, acting on the basis of _____, hereinafter referred to as the "Authorized body", on the one hand, and _____ represented by _____, acting on the basis of _____, hereinafter referred to as the "Management company", on the other hand, collectively hereinafter referred to as the "Parties", have entered into this agreement for the proper performance of functions of management companies of special economic zones, industrial zones of republican (regional) significance (hereinafter - the agreement), as follows:

1. Subject of the agreement

1. The authorized body shall conclude an agreement with the management company of the special economic zone or industrial zone of republican or regional significance, within the framework of which the latter shall undertake obligations for the proper performance of functions of the management company of a special economic zone or industrial zone of republican or regional significance and the achievement of key performance indicators.

2. Basic concepts

2. The following concepts are used in this Agreement:

an authorized body - the central executive body implementing state regulation in the sphere of establishment, functioning and liquidation of special economic and industrial zones or a collegial executive body headed by the akim of the region, city of republican significance and the capital, district (city of regional significance), implementing local state administration and self-government within the limits of its competence in the relevant territory;

a management company of a special economic zone - a legal entity established or determined in accordance with the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law) and the Law of the Republic of Kazakhstan "On the Innovative Cluster "Park of Innovative Technologies" to ensure the functioning of a special economic zone;

a management company of an industrial zone – a legal entity established or determined in accordance with the Law to ensure the functioning of an industrial zone

an agreement on the proper performance of functions of management companies of special economic zones, industrial zones of republican and regional significance – an agreement concluded between an authorized body (local executive body) and the management company of a special economic zone or industrial zone of republican significance (regional significance), within the framework of which the latter shall assume obligations for the proper performance of functions of the management company of a special economic zone or industrial zone of republican significance (regional significance) and the achievement of key performance indicators.

3. Rights and obligations of the parties

3. The authorized body shall have the right to:

1) monitor the fulfillment of the agreement terms on the proper performance of functions of the Management company;

2) request and receive the necessary information from the Management company, within the framework of fulfilling the terms of the Agreement;

3) terminate the agreement in accordance with the Civil Code of the Republic of Kazakhstan and other legislative acts of the Republic of Kazakhstan in the event of failure of the Management company to fulfill its obligations;

4) demand compensation for damages caused as a result of improper fulfillment of obligations imposed by the Management company;

5) other rights established by the laws of the Republic of Kazakhstan.

4. The authorized body is obliged to:

1) not interfere with the activities of the Management Company;

2) properly fulfill the terms of the agreement;

3) bear other obligations established by the laws of the Republic of Kazakhstan.

5. The Management company shall have the right to:

- 1) compensate for losses, within the framework of execution of the agreement;
- 2) other rights established by the laws of the Republic of Kazakhstan.

6. The Management company shall be obliged to:

- 1) properly fulfill the terms of the agreement;
- 2) achieve the key performance indicators provided for in the development strategy of a special economic zone or industrial zone of republican (regional) significance;
- 3) properly perform the functions of the management company of a special economic zone, industrial zone of republican (regional) significance;
- 4) provide the necessary information to the Authorized body (local executive body), within the framework of the agreement execution;
- 5) bear other obligations established by the laws of the Republic of Kazakhstan.

4. Term of the Agreement

6. This agreement shall enter into force on the date of its conclusion by the Parties.

7. This agreement is concluded for a period of _____ years, but not exceeding the period of establishment and operation of the SEZ or IZ _____.

5. Responsibility of the Parties

8. For failure to fulfill or improper fulfillment of the terms of this agreement, the Parties shall bear liability provided for by the laws of the Republic of Kazakhstan and this agreement.

9. The liability of the Parties for violation of obligations under this agreement caused by force majeure shall be governed by the laws of the Republic of Kazakhstan.

6. Conditions for amending, supplementing, terminating and cancelling this agreement

10. Any amendment to the terms of this agreement or its unilateral termination before the expiration of its validity period, provided that the parties fulfill their obligations under this agreement, shall not be permitted, except for the cases provided for in paragraph 23 of this agreement.

11. Any amendments and additions to this agreement shall be valid only if they are made in writing and signed by authorized representatives of the Parties.

12. This agreement shall terminate upon:

- 1) abolition of the SEZ or IZ;
- 2) expiration of this agreement, unless the Parties have reached an agreement on its extension;
- 3) early termination of this agreement by court order.

7. Dispute resolution procedure

13. Disputes and disagreements that may arise during the performance of obligations under this agreement shall be resolved through negotiations between the Parties.

14. In the event that it is impossible to resolve disputes through negotiations within three months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

15. The Parties shall not be released from fulfilling the obligations established by this agreement until the disputes and disagreements that have arisen are fully resolved.

8. Force majeure

16. A party that has failed to perform or has performed improperly an obligation under this agreement shall bear property liability unless it proves that proper performance was impossible due to force majeure, i.e., extraordinary and unavoidable circumstances under the given conditions (natural disasters, military actions, etc.).

9. Final Provisions

17. Legal relations of the Parties not specified in this Agreement shall be governed by the laws of the Republic of Kazakhstan

18. All notifications and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each of the Parties under this Agreement only upon receipt by the Party to which they are addressed.

19. Notifications and documents shall be delivered directly to the Party in person or sent by mail, registered airmail, fax.

20. If a Party changes its postal address, each Party shall provide written notice to the other Party within 7 working days.

21. All appendices to this Agreement shall be its integral parts.

22. Amendments and additions to this agreement shall be formalized by a written agreement of the Parties. Such agreement shall be an integral part of this agreement.

23. The Agreement is made in two copies, each having equal legal force, one of which shall be held by the Authorized body, and the other copy by the Management company.

24. This Agreement is signed on _____ (day), _____ (month) 20__ in the city of _____ of the Republic of Kazakhstan, by authorized representatives of the Parties.

25. Legal addresses and signatures of the Parties:

Authorized body:

Name _____

Legal address _____

Current account _____

BIN _____

Bank _____

Phone/fax _____
Seal _____
Signature _____
Management company: Name _____
Legal address _____
Current account _____
BIN _____
Bank _____
Phone/fax _____
Signature _____

Appendix 8
to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522.

Standard application form for registration as a participant in a special economic or industrial zone

Footnote. Standard form with amendments introduced by the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

to: _____

(Name of the management company of
the SEZ or IZ)

I hereby request to consider _____

(name of a legal entity)
for carrying out activities as a participant of the special economic or industrial zone
_____.

(name of the special economic or industrial zone)

Information on the investment project planned for implementation on the territory of the special economic or industrial zone:

Type of activity: _____

name of manufactured products and/or services rendered:

total cost of the project, tenge: _____

;

amount of equity capital, tenge: _____;

amount of borrowed funds, tenge:

_____;

number of permanent jobs, people: _____

_____;

additional information: _____.

last name, name and patronymic of the first manager:

Signature: _____

" ____ " _____ 20__

Standard form of application for registration as a participant of a special economic or industrial zone

1. General information:

Full name of the legal entity
Information about the founders (name, last name, first name, patronymic, shares)
Date of state registration (re-registration)
Business identification number

2. Address:

Region (country, region, district)
Settlement
Street
House №
Zip code
e-mail
Telephone
Fax

3. Bank details:

Servicing bank
Current account number
First manager (last name, name, Patronymic)
Contact person (last name, name, patronymic) telephone

4. Information about the investment project in a special economic or industrial zone:

Industry
Sub-industry
Types of products
Types of services
Annual turnover, tenge

Number of permanent jobs, people

Additional information

According to the requirements of paragraph 2 of Article 18 of the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones", the following are not applicants:

- 1) subsoil users;
- 2) organizations producing excisable goods, with the exception of organizations engaged in the production, assembly (completion) of excisable goods provided for in subparagraph 6) of Article 462 of the Code of the Republic of Kazakhstan "On Taxes and Other Mandatory Payments to the Budget" (Tax Code);
- 3) organizations and individual entrepreneurs applying special tax regimes;
- 4) organizations applying (having applied) investment tax preferences - under contracts concluded with the authorized body for investments before January 1, 2009;
- 5) organizations implementing (having implemented) an investment priority project and an investment strategic project in accordance with the legislation of the Republic of Kazakhstan on investments;
- 6) organizations operating in the gambling business.

In this case, in relation to the special economic zone, the boundaries of which fully or partially coincide with sections of the customs border of the Eurasian Economic Union, foreign individuals and legal entities are also not considered applicants.

last name, first name and patronymic of the first manager:

Signature: _____

" ____ " _____ 20 ____

Appendix 9

to the order of the Acting Minister of
Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522

Standard form of the act on the failure of a participant in a special economic or industrial zone to fulfill obligations specified in the agreement on the implementation of activities

" ____ " _____ 20 ____ year

_____ (place of execution)

The Management company of an special economic or industrial zone _____

_____ represented by

_____, hereinafter referred to as the "Management company", in accordance with paragraph 2 of Article 20, paragraph 4 of Article 34 of the Law of the Republic of Kazakhstan dated April 3, 2019 "On Special Economic and Industrial Zones" has drawn up this Act on the failure of the participant of the special economic zone or industrial zone _____ to fulfill the following obligation under the agreement dated " ____ " _____ 20 ____ year № _____

The Act is drawn up in two copies in Russian/Kazakh language(s) on _____ sheets.

Present employees of the Management company:

1. _____

(last name, first name, patronymic (if any) and position) (signature)

2. _____

(last name, first name, patronymic (if any) and position) (signature)

3. _____

(last name, first name, patronymic (if any) and position) (signature)

Appendix 9-1 to the order of the
Acting
Minister of Industry
and Infrastructural Development
of the Republic of Kazakhstan
dated July 19, 2019 № 522

Standard form of agreement on carrying out non-core activities

Footnote. The order has been supplemented by Appendix 9-1 in accordance with the order of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 05.05.2023 № 323 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

city _____ (place of conclusion of the agreement)	"__" _____ 20__ (date of conclusion of the agreement)
--	--

(name of the legal entity)

hereinafter referred to as the "Management company",

represented by

(position, full name of the person signing the agreement)

acting on the basis of _____

(charter, regulations, power of attorney № ____ dated "__" ____ 20__)

on the one hand and _____

(name of the legal entity)

hereinafter referred to as the "Person carrying out non-core activity",

on the other hand, hereinafter collectively referred to as the "Parties", and individually

a "Party" have entered into an Agreement on carrying out non-core activity

(hereinafter - the Agreement).

1. Subject of the Agreement

1. The subject of this Agreement is the implementation by a person of a non-core type of activity on the territory of a special economic zone (hereinafter - the SEZ)

_____ of the following types of activity

(hereinafter - the activity).

2. Before the commencement of products production or production of works and services on the territory of the SEZ, provided for by this Agreement, the person carrying out non-core type of activity shall undertake, at its own expense, to complete the design, carry out construction and installation works and ensure the commissioning of the facility on the territory of the special economic zone within the timeframes established in the schedule provided in accordance with subparagraph 20) of paragraph 15 of this Agreement.

3. The person carrying out non-core types of activity shall implement the types of activity specified in paragraph 1 of this Agreement in accordance with the business plans (feasibility study) submitted to the Management company and which are an integral part of this Agreement, in compliance with the requirements of the legislation of the Republic of Kazakhstan, design documents and this Agreement.

2. Basic concepts

4. Definitions and terms that are not explained in this section, shall have the meaning corresponding to the definitions and terms contained in the Law of the Republic of Kazakhstan "On Special Economic and Industrial Zones" (hereinafter - the Law):

1) SEZ - a part of the territory of the Republic of Kazakhstan with precisely defined boundaries,

on which a special legal regime of a special economic zone is in effect for carrying out activities in accordance with this Law;

2) SEZ Management company - a legal entity established or determined in accordance with the Law and the Law of the Republic of Kazakhstan "On the Innovative Cluster "Park of Innovative Technologies" to ensure the functioning of a special economic zone;

3) A person carrying out non-core types of activities - a person included in the unified register of persons engaged in non-core activities, and carrying out such activities on the territory of a special economic zone;

the "one-stop shop" principle - a form of providing state and other services on the territories of a special economic and industrial zone, which provides for minimizing the participation of applicants in collecting and preparing documents and limiting their direct contact with entities providing state and other services;

a single coordination center - a legal entity that coordinates the activities of special economic and industrial zones;

6) infrastructure objects - objects that are part of the production and (or) transmission facilities of thermal and electric energy, water supply and gas supply, sewerage, transport communications, communication services and other facilities of a special economic or industrial zone;

7) persons carrying out auxiliary activities - activities that are not included in the list of priority activities, related to branches of the manufacturing industry, which are associated with the processing of raw materials, materials, substances, components for a new product;

8) an authorized body - the central executive body that carries out state regulation in the sphere of establishment, operation and abolition of special economic and industrial zones.

Term of the Agreement

5. This Agreement is concluded for a period of _____.

6. The term of this Agreement shall not exceed the period during which this special economic zone may function.

7. The term of this Agreement may be extended by mutual consent of the Parties, if the term of the Agreement extension initially established by the Parties did not exceed the term of the special economic zone determined by the relevant resolution of the Government of the Republic of Kazakhstan.

8. An application for an extension of the term of this Agreement shall be submitted to the Management company no later than one month before the expiration of the term of this Agreement and shall be considered no later than one month from the date of its receipt to the Management company.

9. This Agreement shall enter into force on the date of entry of information into the unified register of persons carrying out non-core types of activities.

10. Failure of a person carrying out non-core types of activities to receive the necessary permits in a timely manner shall not be grounds for changing the general deadlines for the performance of works under this Agreement.

4. Purpose of the Agreement

11. This Agreement shall establish the legal framework for contractual relationships between the Management company and the person carrying out non-core types of activities in accordance with the current legislation of the Republic of Kazakhstan on carrying out non-core types of activities on the territory of the SEZ when investing in the establishment and development of production and the provision of services on the territory of the SEZ.

5. General rights and obligations of the Parties

12. The Management company shall have the right:

1) to monitor the fulfillment of the terms of the agreements on carrying out activities;

2) as part of the monitoring, to receive the necessary information and documents from the person carrying out non-core types of activities based on written requests for the obligations assumed under this Agreement, within the time-frames specified in the Agreement, but not more than once per quarter;

3) in the event of establishing a failure to fulfill the obligations assumed under this Agreement, as well as violations related to the implementation of activities on the territory of the SEZ, to send a written notice to the person carrying out non-core types of activities on the

need to eliminate such violations indicating the time-frame for submitting relevant explanations to the Management company, as well as the time-frame within which the violations must be eliminated;

4) to provide for secondary land use or use (sublease) of land plots and lease (sublease) of infrastructure facilities to persons carrying out non-core or auxiliary types of activities, as well as to SEZ participants;

5) to receive remuneration for services provided by the Management company to a person carrying out non-core types of activities;

6) to receive income from leasing and (or) subleasing infrastructure objects, land plots, as well as other property;

7) on the basis of separate agreements with persons carrying out non-core types of activities, to implement projects related to the construction of infrastructure objects ensuring the functioning of the SEZ, in accordance with the approved feasibility study on land plots not transferred to other SEZ participants or persons carrying out non-core types of activities;

8) exercise other rights stipulated by the legislation of the Republic of Kazakhstan.

13. A person carrying out non-core types of activities shall have the right to:

1) use the guarantees of legal protection stipulated by legislative acts of the Republic of Kazakhstan for persons carrying out non-core activities;

2) obtain land plots and build infrastructure facilities for carrying out non-core types of activities in the manner prescribed by the Land Code, the Law and this Agreement;

3) use the income received from carrying out activities on the territory of the SEZ, after paying taxes and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan at its own discretion;

4) attract persons carrying out auxiliary types of activities in agreement with the other Party;

5) determine auxiliary activities for its production, which by their nature must not coincide with the type of activity of the person carrying out non-core types of activities and inform the other party to the Agreement about them;

6) carry out, at its own expense, the construction of necessary infrastructure objects on the territory of a land plot transferred to it for temporary paid land use or use (lease) or for secondary land use or use (sublease);

7) use electric and thermal energy, gas, water, sewage, communication and telecommunications facilities, other utilities, public transport and other services provided on the territory of the SEZ;

8) petition the Management Company to provide a land plot to persons applying for the implementation of auxiliary types of activities and who have concluded, in the established manner, contracts for the performance of certain types of contracted works and services with a person carrying out non-core types of activities;

9) enjoy other rights provided for by the legislation of the Republic of Kazakhstan.

14. The Management company shall be obliged to:

- 1) monitor the fulfillment of the terms of this Agreement on an ongoing basis;
- 2) conscientiously and properly fulfill the obligations stipulated by the laws of the Republic of Kazakhstan and this Agreement;
- 3) organize reception areas for the operation of the public service center on one stop-shop principle, as well as provide information assistance on the state services provided;
- 4) based on a request from state revenue authorities located on the territory of the SEZ, issue confirmation of the actual consumption of imported goods when carrying out activities that meet the goals of establishing the SEZ;
- 5) prior to concluding this Agreement, familiarize the person carrying out non-core types of activities with the terms of provision of services by the Management company on the territory of the SEZ. This requirement is necessary only provided that such services are available.

15. A person carrying out non-core types of activities shall be obliged to:

- 1) carry out their activities in accordance with the purposes of establishing the SEZ;
- 2) possess funds and other property not withdrawn from circulation, in an amount corresponding to the feasibility study for carrying out the type of activity in accordance with this Agreement;
- 3) submit an annual report on their activities to the Management company;
- 4) provide the necessary information on their activities at the additional request of the Management company;
- 5) carry out the types of activities specified in Chapter 1 of this Agreement on the territory of the SEZ;
- 6) carry out, in accordance with business plans and feasibility studies, within _____ month (year) investments in the amount of _____ tenge;
- 7) in the event of receipt of a written notice of failure to fulfill accepted obligations and (or) elimination of identified violations established as a result of monitoring of activities, eliminate the violations in agreement with the Management company within the timeframes established by the current legislation of the Republic of Kazakhstan;
- 8) if the necessary infrastructure and facilities intended for carrying out non-core types of activities are available on the territory of the special economic zone, within one calendar year from the date of signing this Agreement, terminate the activities of its separate structural divisions, with the exception of representative offices, outside the SEZ on the basis of a concluded agreement on the implementation of non-core activities.
- 9) at the expense of its own funds or other sources not prohibited by the legislation of the Republic of Kazakhstan, carry out construction of the production and infrastructure objects it needs on the territory of a land plot transferred to it for temporary paid land use or use (lease) or for secondary land use or use (sublease), in accordance with the obligations assumed under this Agreement;

10) supply to the domestic market a part of the products it produces, the volumes of which should not exceed ___ percent of the annual volume, if there is a confirmed need of the population and a petition from the authorized body;

11) give preference to equipment, materials and finished products manufactured in the Republic of Kazakhstan, if they are competitive in terms of environmental and technical qualities and prices;

12) give priority to Kazakhstani organizations in the performance of services and works when implementing priority types of activities on the territory of the SEZ, if these services are competitive in terms of price, efficiency and quality;

13) in the event of an accident during the implementation of activities provided for in this Agreement, immediately notify the Management company thereof and ensure the application of additional measures to protect the health and life of workers and the population, perform liquidation works aimed at restoring production and the environment within the time-frames agreed upon by the parties;

14) when implementing activities and (or) works on the territory of the SEZ in the event of an immediate threat to the life and health of the population, immediately inform the Management company thereof and suspend the works;

15) not to allow this Agreement to be transferred as collateral for the purpose of securing monetary and other obligations of the person carrying out non-core types of activities to third parties;

16) in the event of assignment (alienation) of a share in the authorized capital of the person carrying out non-core types of activities to a new owner, notify the Management company of the planned transaction at least two months before it is completed;

17) in the event of the intention to transfer all rights and obligations under this Agreement to another legal entity, to provide in the agreement (transaction) concluded with it a condition on joint and several liability of the person carrying out non-core types of activities and the legal entity accepting the rights and obligations, under this Agreement;

18) notify the Management company of the planned transaction for the alienation of property and (or) business at least 15 working days before the expected date of the transaction ;

19) to fulfill in good faith and in due manner the obligations stipulated by the legislation of the Republic of Kazakhstan and this Agreement;

20) within ten working days from the date of receipt of the right of secondary land use (sublease), provide the Management company with a schedule of design, construction and installation works, and ensuring the commissioning of the facility, which is an integral part of this Agreement;

21) within ten working days from the date of receipt of the right of secondary land use (sublease), conclude with the Management company an agreement for the provision of services provided by the Management company to a person carrying out non-core types of

activities. This requirement is mandatory provided that the person carrying out a non-core type activity has familiarized himself with and consented to the terms of provision of services before concluding this Agreement.

6. Taxes, fees and mandatory payments

16. Persons carrying out non-core types of activities shall be subject to taxes, fees and other mandatory payments to the budget in accordance with the tax legislation of the Republic of Kazakhstan.

7. Customs regulation

17. A person engaged in non-core types of activities shall fulfill obligations to pay customs duties and taxes in accordance with the Customs legislation of the Customs Union and the Republic of Kazakhstan, in effect at the time the obligations to pay them arise.

8. Insurance

18. A person carrying out non-core types of activities shall carry out, in accordance with the legislation of the Republic of Kazakhstan, mandatory types of insurance, including:

1) mandatory insurance of civil liability of the employer for causing harm to the life and health of an employee in the performance of his labor (official) duties;

2) mandatory environmental insurance when carrying out environmentally hazardous types of economic and other activities on the territory of the SEZ associated with liability for compensation for damage caused to:

the environment and (or) restoration of the state of the environment to the state prior to its deterioration;

the life and health of citizens as a result of emergency pollution of the environment;

the property of third parties belonging to them on the basis of the right of ownership, the right of economic management, the right of operational management and other legal grounds, as a result of emergency pollution of the environment;

3) mandatory social insurance in case of:

loss of ability to work;

loss of breadwinner;

loss of job;

4) mandatory civil liability insurance for owners of vehicles;

5) mandatory civil liability insurance for carrier towards passengers when conducting the relevant type of activity;

6) mandatory civil liability insurance for owners of facilities whose activity is associated with the danger of causing harm to third parties as a result of an accident.

19. A person carrying out non-core types of activities at their own discretion shall select insurance organizations in accordance with the current legislation of the Republic of Kazakhstan.

9. Guarantees of stability of the Agreement

20. A person carrying out non-core types of activities shall be guaranteed protection of rights and interests, which is provided by the Constitution of the Republic of Kazakhstan, this Agreement and other regulatory legal acts of the Republic of Kazakhstan, as well as international treaties ratified by the Republic of Kazakhstan.

21. Compulsory seizure of property from a person carrying out non-core types of activities (nationalization, requisition) for state needs shall be permitted in exceptional cases and in the manner prescribed by the laws of the Republic of Kazakhstan.

22. Any amendments and supplements to this agreement shall be valid only provided that they are made in writing and signed by the duly authorized representatives of the Parties.

10. Accounting and reporting

23. A person carrying out non-core types of activities shall, in accordance with the legislation of the Republic of Kazakhstan, maintain records and accounting documentation.

24. A person carrying out non-core types of activities shall provide the Management company with full information on its activities for the previous year in accordance with the legislation, and shall also send to the Management company a report on the fulfillment of the terms of this Agreement for the past year by _____ month (year) of each calendar year.

11. Confidentiality

25. Information received or acquired by any Party in the course of fulfilling the terms of this Agreement shall be confidential.

26. The Parties shall not have the right to transfer confidential information to third parties without the prior written consent of the other Party, except for the following cases:

- 1) if such information is used in the course of legal proceedings;
- 2) to authorized state bodies of the Republic of Kazakhstan that have the right to receive the relevant information in accordance with the requirements of the current legislation of the Republic of Kazakhstan;
- 3) to financial institutions, to the extent that it is appropriate in arranging financing, provided that such financial institutions undertake in writing to keep the information received as confidential and to use it only for the specified purposes;
- 4) to a single coordination center within the framework of implementation of functions in accordance with the Law.

27. The Parties shall agree, if necessary, to provide the tax authorities of the Republic of Kazakhstan with information related to their accounts, which may be requested in accordance with the current tax legislation of the Republic of Kazakhstan.

12. Transfer of rights and obligations

28. A person carrying out non-core types of activities shall dispose of the property and business belonging to them on the territory of the SEZ at their own discretion.

29. In cases stipulated by the legislation of the Republic of Kazakhstan, the state has a priority right to buy out at market price into state ownership the alienated assets of a person carrying out non-core types of activities.

13. Force majeure

30. The Parties shall be released from liability for full or partial failure to fulfill obligations in the event of force majeure circumstances, such as: floods and other natural disasters, fire, earthquake, explosions, extreme weather conditions, other natural and man-made phenomena, wars, embargoes, strikes, epidemics, quarantine, imposition of a state of emergency, curfew, as well as other circumstances beyond the control of the Parties, but directly affecting the fulfillment of obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement.

The issuance by state bodies of regulatory acts of a prohibitive nature or a change in legislation, independent of the will of the parties, but directly affecting the failure to fulfill obligations under this Agreement, or making it impossible for the Parties to fulfill their obligations under this Agreement, may be recognized by a court decision as force majeure circumstances.

31. In the event of a force majeure circumstance, the Party whose fulfillment of any obligations in accordance with this Agreement has become impossible due to the occurrence of such circumstances, shall, within 3 (three) working days from the occurrence or termination of the force majeure circumstance, notify the other party of this in writing (having motivated and substantiated the impossibility of fulfilling its obligations under this Agreement or the occurrence of other previously unforeseen consequences).

32. Failure to notify or untimely notification shall deprive the Party of the right to refer to any force majeure as a basis for exempting from liability for failure to fulfill obligations under this Agreement, except for cases where such failure to notify or untimely notification is directly caused by the relevant force majeure.

Notification of the beginning and end of a force majeure shall be confirmed by a document or certificate of the relevant body and/or institution competent to confirm such circumstances, except for cases where the force majeure circumstances are well-known and widespread and do not require proof.

33. The deadline for fulfilling obligations under this Agreement shall be extended in proportion to the time during which the force majeure circumstances were in effect, as well as the consequences caused by these circumstances. If the impossibility of the full or partial fulfillment by the parties of their obligations under this Agreement due to the occurrence of force majeure circumstances exists for more than one calendar year, the Parties shall have the right to terminate this Agreement.

34. The occurrence of force majeure circumstances does not require legal registration of the extension of the term of this Agreement.

14. Responsibility of the Parties to the Special Economic Zone

35. For failure to fulfill or improper fulfillment of the terms of this Agreement, the Parties shall bear liability provided for by the legislation of the Republic of Kazakhstan and this Agreement.

36. A person carrying out non-core activities shall bear full liability for violations of the requirements established by technical regulations and design documentation committed in the course of their activities.

37. A person carrying out non-core activities shall bear liability for all risks arising during and as a result of carrying out activities under this Agreement and associated with losses or damage to the state, in accordance with the legislation of the Republic of Kazakhstan.

38. Transactions concluded by a person carrying out non-core types of activities, violating the legislation of the Republic of Kazakhstan on special economic zones, shall entail the application of liability to the guilty persons in accordance with the legislation of the Republic of Kazakhstan and are invalid.

39. Damage caused to the life and health of citizens during the performance of the types of activities specified in the Agreement shall be subject to compensation in accordance with the legislation of the Republic of Kazakhstan.

15. Conditions for amending, supplementing, terminating and cancelling this Agreement

40. Amendments and (or) additions to this Agreement may be made at any time by mutual written consent of the Parties and shall be executed in writing, in the form of an additional agreement, which shall be an integral part of this Agreement.

The Management company shall inform the unified coordination center of amendments and (or) additions to this Agreement related to maintaining a single register of persons carrying out non-core activities within 2 (two) working days from the date of making changes and additions.

41. This Agreement on carrying out non-core types of activities shall be terminated upon:

- 1) abolition of the SEZ;
- 2) expiration of its term, unless the Parties have reached an agreement on its extension;

3) early termination of the agreement on carrying out non-core activities;

4) other cases stipulated by the civil legislation of the Republic of Kazakhstan or the agreement on carrying out non-core activities.

42 Early termination of this Agreement shall be permitted by agreement of the Parties, as well as in cases stipulated by the Law.

For the purposes of this paragraph, the following shall constitute material violations:

1) failure by a person carrying out non-core activities to meet the deadlines defined in paragraph 2 of this Agreement and the schedule for the production of design, implementation of construction and installation works and ensuring the commissioning of the facility without good reason for more than six calendar months;

2) suspension of the activities of a person carrying out non-core activities for more than two calendar months without the approval of the Management company;

3) violation by a person carrying out non-core activities of the provisions of this Agreement and the norms of the legislation of the Republic of Kazakhstan in the field of construction, which may significantly affect the quality of the work performed.

43. Within two working days from the date of termination of this Agreement, the Management company shall notify the person carrying out non-core activities, the state revenue authorities, the authorized body, as well as the local executive bodies of the region, city of republican significance, the capital.

44. A violation of the terms of this Agreement, fully rectified by the person carrying out non-core activities within the period specified in the notification of the Management company, shall not be grounds for early termination of this Agreement unilaterally.

45. The Management company, by mutual agreement of the Parties, shall buy out at book value on the date of termination of this Agreement from the person carrying out non-core activities, the erected buildings and structures, if they can be used for other purposes, or by other participants of the SEZ, on the basis of a separate sale and purchase agreement.

If such use is impossible, the person who carried out non-core activities shall demolish all structures and bring the land plots returned to the other party into proper condition.

In case of early termination of this Agreement with the person who carries out non-core activities, who leased land plots on the territory of the SEZ and erected construction projects, the person who carries out non-core activities shall ensure, within a three-month period, at his own expense, the dismantling and removal from the territory of the SEZ of the equipment and mechanisms belonging to him.

In the event that the person who carries out non-core activities fails to dismantle and remove from the territory of the SEZ the equipment, mechanisms and erected construction projects belonging to him within a three-month period, the rights to the said objects shall be transferred to the new Participant of the SEZ or the person who carries out non-core activities.

16. Dispute resolution procedure

46. Disputes and disagreements that may arise during the execution of this Agreement shall be resolved through negotiations between the parties.

47. In the event that it is impossible to resolve disputes through negotiations within three months, the Parties shall submit them for consideration to the judicial authorities of the Republic of Kazakhstan.

48. The Parties shall not be released from fulfilling the obligations established by the Agreement until the disputes and disagreements that have arisen are fully resolved.

17. Applicable law

49. The current law of the Republic of Kazakhstan shall apply to this Agreement and other agreements (contracts) concluded by the Parties, including with other persons, in the implementation of this Agreement.

18. Language of the Agreement

50. The text of the Agreement shall be drawn up in the state and Russian languages in 2 copies for each of the Parties, all copies are identical.

51. By agreement of the Parties, the text of the Agreement may also be translated into another language.

52. In the event of disagreements or disputes in clarifying the content and interpretation of the Agreement, the version of the text in _____ shall prevail.

19. Final Provisions

53. All notices and documents required in connection with the implementation of this Agreement shall be deemed to have been duly provided and delivered by each Party to this Agreement only upon receipt.

54. Notices and documents shall be delivered directly to the Party or sent by mail, registered airmail, fax, e-mail.

55. In the event of a change in the postal address under this Agreement, each Party shall provide written notice to the other Party within 7 working days.

56. All appendices to the Agreement shall be considered its integral parts.

In the event of any discrepancies between the provisions of the appendices and the Agreement itself, the Agreement shall have fundamental importance.

57. Amendments and additions to this Agreement shall be formalized by a written agreement of the Parties.

Such agreement shall be an integral part of this Agreement.

When several legal entities act on the side of the "Person carrying out non-Core Activities", each of them shall be a signatory to this Agreement with the Management company, and the agreement concluded between them on joint activities of participants to carry out non-core

activities on the territory of the special economic zone shall be an integral appendix to the agreement.

59. This Agreement was signed on _____ (day), _____ (month) 20 ____ year in the city of _____ Republic of Kazakhstan, by authorized representatives of the Parties.

60. Legal addresses and signatures of the Parties:

Management company _____	Person carrying out non-core types of activities: _____
Legal address _____	_____
TRN _____	_____
IIC _____	_____
BIC _____	_____
_____	_____
Signature _____	Signature _____

Appendix 10

to the order of the Acting Minister of
Industry and Infrastructural Development
of the Republic of Kazakhstan dated July
19, 2019 № 522.

List of some regulatory legal acts subject to recognition as invalid

1. Order of the Minister for Investments and Development of the Republic of Kazakhstan dated February 27, 2015 № 214 “On approval of a standard agreement for temporary paid secondary use (sublease) of land plots in private ownership, on which a special economic zone is being established” (registered in the Register of state registration of regulatory legal acts under № 10701, published on April 20, 2015 in the information and legal system “Adilet”).

2. Order of the Minister for Investments and Development of the Republic of Kazakhstan dated February 27, 2015 № 220 "On approval of the standard agreement for temporary paid use (lease) of land plots in private ownership on which a special economic zone is established " (registered in the Register of state registration of regulatory legal acts under № 10691, published on April 20, 2015 in the information and legal system "Adilet").

3. Order of the Minister for Investments and Development of the Republic of Kazakhstan dated February 27, 2015 № 223 "On approval of standard agreements on the implementation of activities as a participant in a special economic zone" (registered in the Register of state registration of regulatory legal acts under № 10674, published on April 17, 2015 in the information and legal system "Adilet").

4. Order of the Acting Minister of Investment and Development of the Republic of Kazakhstan dated December 31, 2015 № 1283 “On Amendments and Supplements to the Order of the Minister of Investment and Development of the Republic of Kazakhstan dated

February 27, 2015 № 223 “On Approval of Model Agreements on the Implementation of Activities as a Participant in a Special Economic Zone” (registered in the Register of state registration of regulatory legal acts under № 12964, published on February 29, 2015 in the Adilet information and legal system).

5. Order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated December 31, 2015 № 1284 "On Amendments and Supplements to the Order of the Minister for Investments and Development of the Republic of Kazakhstan dated February 27, 2015 № 220 "On Approval of a Standard Agreement for Temporary Paid Use (Lease) of Land Plots in Private Ownership on Which a Special Economic Zone is Being established" (registered in the Register of state registration of regulatory legal acts under № 12979, published on February 12, 2016 in the Adilet information and legal system).

6. Order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated December 31, 2015 № 1285 “On Amendments and Supplements to the Order of the Minister of Investment and Development of the Republic of Kazakhstan dated February 27, 2015 № 214 “On Approval of a Standard Agreement for Temporary Paid Secondary Use (sublease) of Privately Owned Land Plots on Which a Special Economic Zone is being established” (registered in the Register of state registration of regulatory legal acts under № 12962, published on February 11, 2016 in the Adilet information and legal system).

7. Order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated December 31, 2015 № 1289 “On approval of a standard agreement for temporary paid land use (lease) of land plots in state ownership, on which a special economic zone is being established” (registered in the Register of state registration of regulatory legal acts under № 12978, published on February 29, 2016 in the information and legal system “Adilet”).

8. Order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated December 31, 2015 № 1291 “On approval of a standard agreement for temporary paid secondary land use (sublease) of land plots in state ownership, on which a special economic zone is being established” (registered in the Register of state registration of regulatory legal acts under № 12960, published on February 29, 2016 in the information and legal system “Adilet”).

9. Order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated April 28, 2017 № 248 "On approval of the form of the act on the failure of a participant in a special economic zone to fulfill obligations specified in the agreement on the implementation of activities as a participant in a special economic zone" (registered in the Register of state registration of regulatory legal acts under № 15188, published on June 12, 2017 in the Reference Control Bank of regulatory legal acts of the Republic of Kazakhstan).

