**"Approved"**

**By the decision of the Board of**

**NAC Kazatomprom JSC**

**Protocol No.23/18**

TENDER DOCUMENTATION

for the sale of a 40% of stock of shares of JSC NAC Kazatomprom to JSC Caustic in a way of an open two-stage bidding

Terms and definitions used in the Tender Documentation:

Tender Documentation: this Tender documentation;

Rules - the Unified Rules for sale and restructuring of the assets of JSC National Welfare Fund Samruk-Kazyna and organizations, more than fifty percent of voting shares (participatory interests) of which are directly or indirectly owned by Samruk-Kazyna JSC on the right of ownership, approved by the Board of Directors of The National Welfare Fund Samruk-Kazyna JSC, according to the protocol of July 31, 2017;

KAP - NAC Kazatomprom JSC;

Asset - owned by NAC Kazatomprom JSC on the right of ownership of 40% of shares in Caustik JSC, subject to sale in accordance with the decree of the Government of the Republic of Kazakhstan dated 30.12.2015 No. 1141 "On some issues of privatization for 2016-2020";

Share - 2,400,000 (two million four hundred thousand) ordinary shares of JSC NAC Kazatomprom in JSC Caustic (40% of stock of shares of KAP);

The company - Joint-stock company Caustic, re-registered on June 28, 2004 by the Justice Department of Pavlodar region. Certificate of state registration of a legal entity No. 10674-1945-AO dated June 28, 2004, BIN 020840001585.

Bidding notice - an official notice of the bid placed in the newspapers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

The Bidding - is a form of realization of the Shares in the manner of an open two-stage bidding, in accordance with the terms of the tender documentation and the tender notice;

The Bidding Commission - is a branch commission, a collegial body whose members were approved by the decision of the first head of the KAP, deciding in the procedure established by the rules on the implementation of the shares, the restructuring of the asset, and also coordinating and controlling this process;

The first stage - is the stage of the bidding, within which the submission and consideration of tender applications for participation in the bidding, including a preliminary proposal on the subject of the bidding, is made. As a result of this stage the Bidding Commission decides whether to admit or refuse persons to participate in the Second stage and approves the content and criteria for evaluating the tender applications;

The second stage - is the stage of the bidding, within which the tender applications are submitted and considered, based on which the Winner of the bidding is determined;

Data room - a virtual data room specified as a link in the Privacy Agreement, as well as paper documents that contain information about the Asset;

Tender application - is a proposal submitted by the Potential Participant of the First stage, applying for participation in the bidding in accordance with Appendix No. 4 to the tender documentation, in accordance with the tender documentation, tender application, documentation package containing a comprehensive description of the conditions for the Shares acquisition and a preliminary proposal on the subject of the bidding held, as well as documents to be submitted together with the tender application in accordance with the tender documentation;

The tender proposal - is a proposal sent by the participant within the framework of the Second Stage, drawn up in accordance with the tender notice, the tender documentation, the documentation package and other information containing the description of the acquisition terms of the Shares, including the purchase price condition in accordance with Appendix No. 6 to Tender documentation;

Potential participant - an individual, a legal entity, or an association of legal entities intending to participate in the Bidding;

Participant - an individual or a legal entity or an association of legal entities that submitted a tender application in accordance with the established procedure for participation in the Bidding and admitted in the order specified in the tender documentation and Rules for participation in the Second stage;

The Winner of the bidding - is an individual or a legal entity or an association of legal entities recognized in accordance with the legislation of the Republic of Kazakhstan, the Rules and tender documentation as the winner of the bidding;

Guarantee - is a guarantee deposit in money terms that is the guarantee of the tender proposal, tender application, as well as the performance of obligations under the Agreement, made by the person applying for participation in the bidding before submitting the tender application in the manner and scope provided for in the tender notice and in Section 4 of the tender documentation;

The agreement - is a share sale and purchase agreement, subject to the conclusion by the KAP, as a Seller with one of the Participants following the results of the Tender in accordance with Appendix No. 3 to the Tender Documentation;

Qualification criteria - qualification criteria for Potential participants and Participants, specified in section 6 of the tender documentation;

Documentation package - documents submitted by Potential participants in order to confirm their compliance with the Qualification criteria, including:

• a letter in accordance with Appendix No. 5 to the tender documentation with information on the entire ownership structure of the Potential Participant's shares / interests, as well as on compliance with the Qualification criteria with all documents to be submitted together with this letter;

• documents confirming the compliance of the Potential Participants with the Qualification criteria specified in clause 6.1 of the tender documentation, as well as in the cases specified in clause 6.2 of the tender documentation;

Initial price - is the amount of money for the Shares specified in the Tender notice;

Confidentiality Agreement - is an agreement concluded between Potential Participants and KAP, in the form and content determined by the KAP, according to which the obligations of Potential Participants and Participants are not to disclose information provided in the process of acquaintance with the Asset (Appendix No. 1 to the tender documentation);

*Website - a website on which information regarding the Bidding will be posted:* [www.kazatomprom.kz](http://www.kazatomprom.kz)

**1.**  **Information on the bidding held**

1.1. The name of the Bidding: "An open two-stage tender for the sale of a 40% stock of shares of JSC NAC Kazatomprom in JSC Caustic.

1.2 This tender documentation is designed to implement the decree of the Government of the Republic of Kazakhstan No. 1141 of December 30, 2015 "On Some Issues of Privatization for 2016-2020" and in accordance with the Rules.

KAP is the owner of the Shares and as a result of the bidding KAP intends to sell Shares on terms acceptable to it.

The tender is conducted in order to determine the expected price and other terms of sale of the Shares and the potential buyer of the Shares, and the Agreement will be concluded if all the necessary permits and approvals for the performance of the Agreement are issued.

1.3. The bidding can be canceled by the Bidding Commission and recognized as failed before the summarizing of the Second stage for the following reasons:

1.3.1 Due to the written refusal of potential buyers of the terms of the tender, in accordance with this tender documentation;

1.3.2 Due to the failure to submit the documents required by the potential buyer to KAP for the summing up of the tender results, permissions, approvals of supporting documents from authorized state bodies (if necessary), as well as other materials requested by KAP during the bidding;

1.3.3 Due to the suspension of the Tender by the sole shareholder KAP, by the authorized state bodies of the Republic of Kazakhstan, by the Commission for the Sale of the KAP Assets;

1.3.4 If after a rejection by the Bidding Commission on the grounds provided for in this tender documentation, less than one application and/or proposal is left.

In case of cancellation of the bidding, the KAP shall place an appropriate announcement in the mass media and on the Website.

1.4 In case of receipt of a relevant request after the date of determining the Winner of the Bidding or after the date of the Bidding Commission meeting at which it will be decided that the Bidding was failed, potential participants submitting the Tender Application may be provided with information on envelopes opening, or with protocol of the results of the meeting of the Bidding Commission within the whole contest.

The order of the bidding is displayed in the following scheme:

**2. Providing information and familiarization with the Asset**

**2.1** In order to obtain an opportunity to familiarize with the Asset, to receive clarification regarding the Asset, to receive the information about the tender documentation and/or the Bidding, Potential Participants are required in accordance with the Tender Documentation:

1) To conclude a confidentiality agreement in the manner provided for in clause 3.2 of the tender documentation;

2) Sign and submit a letter of acceptance in the form and in accordance with Appendix No. 2 to the tender documentation and in the manner provided for in Clause 3.1 of the tender documentation;

3) Perform the actions specified in Appendix No. 7 to the tender documentation.

2.2 Potential participants have the right to become familiarized with the Asset by accessing the Data room, obtaining clarifications on the issues regarding the Asset, as well as visually inspecting the Asset visiting its location, holding meetings with the management of JSC Caustic. KAP may appoint and hold meetings with Potential participants, who have questions on the Asset individually with each of them in order to clarify the issues on the Asset.

KAP forms and approves a schedule according to which meetings with potential participants will be held, explanations, visual inspection of the Company's facilities on the spot. Potential participants are informed about the time, venue and other information according to the schedule.

2.3 General rules for working with the Data room and the procedure for familiarization with the Asset are specified in Appendix No. 7 to the tender documentation.

**3. Conclusion of the Confidentiality Agreement and submission of a letter of acceptance**

* 1. From the moment of publication of the Notice of the Bidding Potential participants wishing to receive information about the Asset and get familiarized with the Asset shall, before the deadline for the receipt of tender application, stipulated in clause 9.1 of the tender documentation, sign and provide a letter of acceptance, in accordance with Appendix No. 2 to Tender documentation.
  2. Potential participants are required to submit the KAP a signed by the authorized person and with the seal (if available), confidentiality agreement, notarized copies of the articles of association and amendments thereto and a document confirming the registration (re-registration) of the Potential participant as a legal entity ( for a legal entity), an identity document or a passport (for an individual) to the address of the Republic of Kazakhstan, 010000, Astana, 10 Kunayev str., floor 32, office No. 3204.

**4. Information for paying a guarantee:**

4.1 For the submission of the tender application, the persons applying for participation in the bidding must ensure a guarantee by paying the money in favor of the KAP to the bank account.

Requisites of the KAP bank account:

JSC NAC Kazatomprom

Legal address: 010000, Republic of Kazakhstan, Astana, Esil district, 10 Kunayev str.

Actual address: 010000, Republic of Kazakhstan, Astana, Esil district, 10 Kunayev str

IBAN KZ356010131000049659

In JSC Halyk Bank of Kazakhstan

BIC HSBKKZKX

BIN 970240000816

IBAN KZ356010131000049659

Beneficiary code 16

Sign of residence - 1

Economy sector code - 6

Certificate of VAT registration: series 62001 No. 0015134 of 10.08.2012.

Tel. +7 (7172) 45-81-01

Fax +7 (7172) 45-81-02

The amount of Guarantee is: *72 150 000 tenges (seventy two million hundred fifty thousand) tenge[[1]](#footnote-1).*

The guarantee may be paid in tenge, and by non-residents of the Republic of Kazakhstan in tenge or US dollars at the official exchange rate established by the National Bank of the Republic of Kazakhstan on the day of payment and at least (342) tenge per dollar.

4.2 The guarantee is submitted as a full and unconditional consent to the fact that the deposit of the guarantee fee is not refundable and remains with the KAP in the following cases, according to the Rules:

4.2.1. Refusal to participate in the Bidding after the deadline for submission of tender applications;

4.2.2 By the decision of the tender committee, as provided by the Rules, in the event of violation of the Rules or in connection with violation of the order and conditions of the bidding, interfering, or obstructing the bidding including, but not limited to, (1) if in the preliminary proposal to the tender or in the tender, the purchase price of the Shares is lower than the Initial price; (2) in the case of submitting a tender proposal in which the Participant offers a price for Shares at a rate lower than the price offered by him for participation in the First Stage of bidding; (3) in the case of submitting a preliminary proposal attached to the tender proposal, which does not comply with the requirements of the tender documentation;

4.2.3. In the event of failure to submit a tender proposal or a tender application in a timely manner;

4.2.4. If the conditions of the submitted tender application or tender proposal were not in accordance with the minimum requirements or were not in accordance with the criteria for evaluating proposals indicated in the tender notice, notifications sent in accordance with Clause 11.7 of the tender documentation, the provisions of the Rules;

4.2.5. In case of refusal to sign the protocol on the results of the Bidding, or from signing the Agreement within the established time limit;

4.2.6. In case of non-performance and / or improper performance of obligations under the Agreement;

4.2.7. In other cases stipulated by the Rules.

4.3. The guarantee is returned by the KAP in accordance with the details provided by the account within 20 (twenty) working days from the date of occurrence of one of the following cases:

4.3.1. The withdrawal of the tender proposal before the submission deadline;

4.3.2. The conclusion of the Agreement with one of the Participants and the transfer of ownership of the Shares, in accordance with the terms of the Agreement, to the Participant with whom the Agreement is concluded, the guarantee shall be returned in the manner provided for in the Agreement;

4.3.3. The KAP decision on the cancellation of the Bidding in accordance with the tender documents;

4.3.4. If the Participant does not pass to the second stage of the Bidding;

4.3.5. In other cases by decision of the tender committee, if this does not contradict clause 4.2 of the tender documentation.

1. **The content of the tender applications for participation in the Bidding**

5.1. The tender application must contain:

5.1.1. Filled and signed application by the Potential Participant in the form and accordance with Appendix No. 4 to the tender documentation;

5.1.2. A document confirming filling of the guarantee deposit corresponding to the terms of payment, while the amount of the guarantee shall not be less than the amount established by the tender Notice and the tender documentation;

5.1.3. Preliminary proposal for the Asset in accordance with the form provided in Appendix No. 8 to the tender documentation, which shall contain the price for Shares in KZT, which must be not less than the Initial price; compliance with the conditions for the sale of the Shares specified in clause 7.2 of the tender documentation; A description of compliance with the criteria for the evaluation of the preliminary proposal, including the minimum requirements for the evaluation criteria for preliminary proposals, as well as other information, in accordance with the Tender Documentation;

5.1.4. Documentation package:

5.1.5. The original or a notarized copy of the power of attorney issued to the person representing the interests of the Potential participant for the right to sign the tender application and the documents contained in the tender application, except for the first head of the Potential Participant entitled to speak on behalf of the Potential Participant without a power of attorney, in accordance With the Charter of the Potential Participant;

5.1.6. Signed by an authorized person of the Potential Participant Confidentiality Agreement in the form of Appendix No. 1 to the tender documentation in the event that the Potential Participant did not enter into the Confidentiality Agreement before the submission of the tender application for the purposes of familiarization with the Asset in accordance with Sections 2 and 3 of the tender documentation.

5.2. If a decision is taken to sell the Shares by direct address sale, in accordance with clause 11.9 of the tender documentation, the tender application is an offer to enter into the Agreement on the following terms:

- the price of Assets acquisition is a price that is not lower than the price offered in the tender application (the preliminary proposal for the tender);

- other conditions for the Shares acquisition are consistent with the draft Agreement;

- the period of validity of the offer for its acceptance is 6 months from the date of recognition of the bidding in the framework of the First stage as failed.

The contract is considered concluded from the date of receipt of the notification from the KAP on the sale of Shares by direct address alienation.

1. **Qualification requirements**

6.1. Potential participants in order to participate in the Bidding must confirm their compliance with the following Qualification requirements when submitting the tender application:

6.1.1. Be a duly competent and capable person;

In order to confirm compliance with this Qualification Requirement:

Legal entities: originals or notarized copies of documents confirming the registration (re-registration) of the legal entity; Participants of consortiums shall provide a document in respect of each legal entity from which the consortium constitutes as well as an consortium agreement of its participants, accompanied by originals or notarized copies of the document confirming the right to sign the consortium agreement by the authorized person of each legal and natural person entering the consortium as well as the original document authorizing one of such persons to speak on behalf of the remaining participants of the said group of persons;

Private persons: originals or notarized copies of identification documents;

6.1.2. Not to be involved in the liquidation and / or bankruptcy and / or rehabilitation procedure or other procedure provided by the legislation of the Republic of Kazakhstan or national bankruptcy legislation;

In order to confirm compliance with these Qualification Requirements:

Legal entities and individuals: a letter of guarantee from the Potential participant on the absence of facts and grounds for his involvement in the bankruptcy and/or rehabilitation procedure or other procedure provided by the legislation of the Republic of Kazakhstan or national bankruptcy legislation, each consortium member provides such a guarantee letter;

6.1.3. Demonstrate the ability to acquire Asset;

In order to confirm compliance with these Qualification Requirements:

Legal entities: separate financial statements for the last reporting date, confirming that the value of assets or capitalization of the companies for which such reporting is made is not lower than the minimum of the following sums: 10 (ten) billion tenge or Initial price.

Private persons: official documents issued by banks and other financial organizations on the availability of funds from the Potential participant in an amount not less than the Initial price or documents confirming the declaration of income in an amount not less than the amount of the Initial price for the last three years (in the aggregate of three year not less than the Initial price);

Legal entities and individuals: a detailed description of how the Potential Participant intends to finance the acquisition of Assets under the Contract, the ways and structure of financing, by what means (own, attracted, etc.);

6.1.4. Do not have overdue tax debts in the amount of more than 30% of the Potential Participant's total assets during the month preceding the deadline for the submission of tender applications, specified in clause 9.1 of the tender documentation;

In order to confirm compliance with these Qualification Requirements:

Legal entities and individuals: a certificate from the tax authority at the place of registration issued at the place of registration for any date during the month preceding the deadline for the submission of tender applications, specified in clause 9.1 of the tender documentation and a letter of guarantee that guarantees there is no overdue tax debt of more than 30% of the total assets of the Potential Participant during the month preceding the deadline for the submission of tender applications, specified in clause 9.1 of the tender documentation. Members of consortiums are provided with these documents in respect of all persons who are members of the consortium;

6.1.5. Not be an inactive legal entity;

In order to confirm compliance with these Qualification Requirements:

Legal persons: a letter-guarantee that the Potential participant is not an inactive legal entity. Each member of consortiums provides this letter;

6.1.6. not be a private person who has an outstanding or unexpunged conviction for criminal offenses;

In order to confirm compliance with these Qualification Requirements:

Private person: certificate of no criminal record;

6.1.7. Not to be a private person - the founder (participant) and (or) the head of the organization included in the list of organizations and persons associated with the financing of terrorism and extremism, in accordance with the legislation of the Republic of Kazakhstan;

In order to confirm compliance with these Qualification Requirements:

Private persons: a letter of guarantee that the Potential participant is not a private person who is a founder (participant) and (or) the head of an organization included in the list of organizations and persons associated with the financing of terrorism and extremism in accordance with the legislation of the Republic of Kazakhstan;

6.1.8. Not to be a resident of states with preferential taxation according to the list approved in accordance with the legislation of the Republic of Kazakhstan (Order of the Minister of Finance of the Republic of Kazakhstan of December 29, 2014 No. 595 "On approval of the list of states with preferential taxation").

In order to confirm compliance with these Qualification Requirements:

Legal entities and individuals: a guarantee letter stating that the Potential participant is not a resident of the states with preferential taxation according to the list approved in accordance with the legislation of the Republic of Kazakhstan. Each members of consortium provides these documents;

6.1.9. Not to be a legal entity, voting shares or stakes in the authorized capital of which belong to the Republic of Kazakhstan, and the Republic of Kazakhstan indirectly owns more than 50% of voting shares (participatory interests) of which.

In order to confirm compliance with these Qualification Requirements:

Legal entities: a guarantee letter stating that the voting shares / stakes in the authorized capital of the Potential participant do not belong to the Republic of Kazakhstan, and also more than 50% of the voting shares (participation interests) of the Potential participant do not indirectly belong to the Republic of Kazakhstan; Form of the letter shall be in accordance with Appendix # 5 to the tender documentation with the disclosure of the ownership structure of the shares / interests of the Potential participant and each subsequent owner to the ultimate owner. Each Participant of consortium provides the specified documents in respect of all persons who are members of the consortium.

6.1.10. Not to be a Potential Participant (one of the consortium participants) associated with other Potential Participants (one of the consortium participants) as follows:

1. A potential participant is a shareholder / participant who owns at least 50% of the shares / interests of another Potential participant on the ownership right;

2. A potential participant not less than 50% of the shares / interests of which held by the shareholder / participant in the ownership right specified in sub clause 1) of clause 6.1.10 of the tender documentation;

3. A potential participant who directly or indirectly owns at least 50% of the shares / interests of a person specified in sub-clause 1) of clause 6.1.10 of the tender documentation;

4. A potential participant, not less than 50% shares / participations of which directly or indirectly belong to the shareholders / participants specified in sub-item 3) of item 6.1.10 of the tender documentation;

In order to confirm compliance with these Qualification Requirements:

Legal entities: a letter-guarantee that the Potential participant is not connected with other Potential Participants in accordance with this sub clause of the tender documentation; Letter on the form of Appendix # 5 to the tender documentation with the disclosure of the ownership structure of the shares / interests of the Potential participant and each subsequent owner to the ultimate owner. Participants of consortiums provide the specified documents in respect of all persons who are members of the consortium.

6.2. Confirmation by a letter of guarantee that the potential participant undertakes not to terminate the effect of more than 20% within 12 months from the date of the Acquisition of Shares if the Agreement with the Potential Participant is concluded on the following grounds:

• Termination of employment contracts due to a reduction in the number or staff of employees;

• Termination of employment contracts due to a decrease in the volume of production, work performed and services provided, which led to worsening of the economic state of the employer.

6.3. Potential participants must confirm their compliance with the Qualification Requirements by providing the documentation specified in each specific sub-clause of Clause 6.1 of the tender documentation. In the event that the issuance of any documents to be submitted in accordance with the requirements of the tender documents will be canceled / amended by the state bodies of the Republic of Kazakhstan, the Potential Participants will be required to submit the document in accordance with the new form of the document approved by state bodies or a letter of guarantee.

The KAP has the right to verify the information provided by Potential Participants at any time and to verify by any possible means the validity of representations and guarantees provided by Potential Participants, including by comparing information from open sources, sending inquiries to the relevant organizations, and Potential participants should assist KAP in obtaining such Information.

6.4. To confirm compliance with the Qualification Requirements Potential participants provide the letter in the form in accordance with Appendix No. 5 to the tender documentation, in addition to which the documents specified in clauses 6.1 and 6.2 of the tender documentation, the following documents:

6.4.1. The original or notarized copy of the document on the appointment (election) of the first leader of the Potential participant (in case of participation of the consortium, the original or notarized copy of the document on the appointment (election) of the first head of each legal entity included in the consortium, as well as the original or notarized copy of the document confirming the right to sign an agreement on behalf of consortium by an authorized person of each legal entity entering the consortium);

6.4.2. Notarized copy of the charter (with all amendments and additions) approved in accordance with the procedure established by law for legal entities registered on the basis of the standard charter - a copy of the application of the established form on the registration of a legal entity (in case of participation of the consortium, a notarized copy of the charter of each legal entity, included in the consortium), notarized copy of the extract from the register of shareholders, issued for no more than 30 (thirty) calendar days before the date of submission of the letter of acceptance of the tender procedures;

* 1. Not providing or giving a letter in a form that does not comply with Appendix №5 to the tender documentation with all necessary documents, or the provision of an incomplete Package of documents entails a refusal to confirm compliance with the Qualification Requirements.
  2. When confirming compliance with the Qualification Requirements, Potential participants must provide detailed information on the entire ownership structure of the Potential Participant from the Potential Participant's shareholders / participants and to all subsequent owners, including the ultimate owner, in the form letter according to Appendix No. 5 to the tender documentation. The information shall be indicated for persons holding 20% or more of the shares / interests of the Potential participant and each subsequent company holding more than 50% in chain order of controlling owners.

**7. Conditions for the sale of shares and criteria for evaluation of tender applications in the first stage (minimum requirements for the evaluation of tender applications)**

7.1. Criteria for evaluation of tender applications of Potential Participants (the minimum requirements for the evaluation of applications) under first stage will be the retention of the Company's business profile within 1 (one) year, as well as compliance with the conditions for the disposition of shares specified in clause 7.2 of the tender documentation.

7.2. The conditions for the sale of shares will be:

7.2.1. The amount of the price for the Shares offered by the Potential Participant in the preliminary proposal attached to the tender application, in accordance with Sub-Clause 5.1.1 of Clause 5.1 of the tender documentation;

7.2.2. Acceptance of investment obligations specified in Section 8 of the tender documentation, in accordance with Sub-clause 5.1.1 of the tender documentation;

7.2.3. Appropriate confirmation by Potential participants of their compliance with the Qualification Requirements, in accordance with the requirements of the tender documentation;

7.2.4. Compliance of the tender application and all documents attached to it with the requirements of the tender documentation;

7.2.5. Full payment to the Buyer of the Initial/minimum cost of 40% of stock of shares equal 3 832 701 000 (three billion eight hundred and thirty-two million seven hundred and one thousand) tenge.

**8. Investment obligations**

**8.1.** In order to conclude the Agreement the persons participating in the competition including Potential Participants / Participants / Winner of the Competition shall accept the following investment obligations regarding to the Asset:

8.1.1. Full payment to the Buyer of the Initial/minimum cost of 40% of stock of shares equal to 3 832 701 000 (three billion eight hundred and thirty-two million seven hundred and one thousand) tenge;

8.1.2. Restriction on the execution of transactions (resale, deposit, transfer to management and others) with regard to JSC Caustic within 1 (one) year from the date of signing the Sale and Purchase Agreement;

8.1.3. Ensure the preservation of the activity profile of the Asset; To ensure the preservation of inorganic chemistry products production activity (liquid chlorine, caustic soda in the form of solution and flakes, hydrochloric acid, synthetic and inhibited, technical sodium hypochlorite, bleach liquid "Belizna").

8.1.4. A written commitment not to deteriorate current conditions specified in the concluded employment contracts between the Company and its employees, including the current level of wages within 12 (twelve) months;

8.1.5. A written commitment to fulfill obligations under current long-term and short-term contracts of the Company on the sale of goods, works and services;

8.1.6. A written commitment to maintain existing prices for manufactured products for the NAC Kazatomprom JSC group of companies within 12 (twelve) months;

8.1.7. A written commitment to provide JSC NAC Kazatomprom with an annual volume of at least 8,000 tons of scaled soda and 1,500 tons of liquid caustic within 12 (twelve) months;

8.1.8. A written commitment to ensure the further performance of obligations under the Agreement on the provision of a credit line No. 01Сог / 321 of August 31, 2006 concluded between the Company and "Eksimbank Kazakhstan" JSC or a written commitment to ensure the prompt early repayment of the loan by the Company under the Bank Loan Agreement No. 01Сог/321 From August 31, 2006, concluded between the Company and "Eximbank Kazakhstan" JSC;

8.1.9. A written commitment to ensure the continued performance of obligations under the Facility Agreement No. KИ 132-S / 08 of 14.02.2008 between the Company and "Development Bank of Kazakhstan" JSC or a written commitment to ensure the prompt early payment of the loan by the Company under the Bank Loan Agreement №КИ 132-S / 08 dated February 14, 2008, concluded between the Company and "Development Bank of Kazakhstan" JSC;

8.1.10. Written commitment to sign additional agreements to the Agreement on the provision of a credit line No.01Cог / 321 dated August 31, 2006, concluded between the Company and "Eksimbank Kazakhstan" JSC and the Banking Loan Agreement No. KИ 132S / 08 dated February 14, 2008, concluded between the Company and "Development Bank of Kazakhstan" JSC (if necessary);

8.1.11. Not to terminate the effect of more than 20% of existing employment contracts with employees of the Asset within 12 (twelve) months from the moment of the acquisition of shares, except for cases of termination of employment contracts on the initiative of employees, as well as termination of employment contracts with employees who are members of executive bodies, for the following reasons:

1. Termination of employment contracts due to a reduction in the number or staff of employees;

2. Termination of labor contracts in connection with a decrease in the volume of production, work performed and services rendered, which led to worsening of the economic state of the employer;

8.1.12. If there is no possibility to confirm the necessary work experience in

the branch the effect of more than 10% of the existing labor contracts with the technical specialists of the Asset shall not be terminated within 12 (twelve) months from the moment of the Acquisition of Shares (except for the termination of employment contracts on the initiative of employees) on the following grounds:

• Termination of employment contracts due to a reduction in the number or staff of employees;

• Termination of employment contracts due to a decrease in the volume of production, work performed and services provided, which led to worsening of the economic state of the employer.

**9. Tender applications submission procedure**

9.1. Tender applications of Potential participants for participation in the competition are accepted at: Republic of Kazakhstan, 010000, Astana, 10 Kunaev str, floor 32 in time to "15" hours "00" minutes "22" August 2018.

9.2. The tender application and all documents attached to it must be stitched indicating the number of sheets and sealed (if available) by the Potential Participant. It is allowed to form the application in several volumes, each volume is stitched together, numbered and sealed with the seal (if any) of the Potential Participant. The tender application and all documents attached to it must be packed in an envelope or in several envelopes in case the tender application and the documents attached to it consist of several volumes. On the front side of the envelope (envelopes) should be indicated:

• The person submitting the tender applications and its address;

• The name of the Competition for which the tender application is submitted;

• Indication "DO NOT OPEN until: "15" hours "00" minutes "22" August 2018".

9.3. When submitting a tender application for participation in the competition by authorized representatives of Potential Participants, it is necessary to present the original power of attorney for the right to submit a tender application for participation in the competition, and the original / notarized copy of the identification document.

9.4. The meeting of the Bidding Commission for the opening of envelopes with tender applications is held at "15" hours "00" minutes "22" August 2018.

9.5. Each Potential Participant has the right to submit only one tender application.

9.6. The tender application, as well as all documents attached to it, must be scanned and provided in an electronic copy to the KAP on the information carrier. The information carrier must be enclosed in an envelope, drawn up in accordance with clause 9.2 of the tender documentation.

**10. Amendment / Addition of tender applications and their withdrawal**

10.1. A potential participant shall have the right not later than the deadline, to:

1) amend and / or change the submitted tender application;

2) withdraw a tender application, without forfeiting the rights to return the full amount of guarantee payment back. The amending must be formed and presented in the same way as the tender application itself.

10.2. Notice of withdrawal of the tender application is made in the form of an arbitrary application addressed to the KAP, signed by an authorized representative of the Potential Participant, sealed by a legal entity's seal.

10.3. The amending of the Tender Application is valid if the changes / additions are received by the KAP before the deadline for the submission of tender applications. It is not allowed to withdraw the tender application after the expiry of the final tender application submission period.

1. **Tender applications processing**

11.1. Members of the tender Committee, as well as its secretary shall sign a protocol on the opening of tender applications envelopes following the results of their opening.

11.2. If any discrepancies are found, potential participants may be notified of the identified discrepancies via telephone, e-mail or other means of communication. Potential participants should eliminate the identified inconsistencies within the time limits established by the KAP. It is not allowed to provide information and documents that change the content and / or conditions of the preliminary proposal.

11.3. When considering tender applications, the Bidding Commission has a right to:

11.3.1. Request Potential participants for materials and explanations necessary for the review, evaluation and comparison of tender applications, as well as to negotiate;

11.3.2. In order to clarify the information contained in the tender applications, to request the necessary information from the relevant government agencies, individuals and legal entities.

11.4. Consideration of tender applications by the Bidding Commission is carried out in accordance with the preliminary proposal attached to the tender applications, in accordance with Sub-Clause 5.1 of the tender documentation, the Qualification Requirements, the criteria for evaluation of the preliminary proposals, the content of the preliminary proposals, the minimum requirements for the evaluation of proposals.

11.5. Based on the results of consideration of tender applications, the Bidding Commissiondecides on compliance Potential Participants with the Qualification Requirements, on the admission of the persons who submitted the tender applications to the second stage, the assignment of the Participants' Status to them, and the content and criteria for evaluation of the tender applications. The members of the Tender Committee, as well as its secretary sign a protocol on the results of consideration of tender applications.

11.6. Potential participants, whose tender applications will be rejected will receive relevant notices with the indication of reasons for rejection of the tender application by KAP.

11.7. Participants, admitted to participation in the Second stage, are notified of the deadline, place, time and method for submitting tender applications for participation in the Second Stage, content and criteria for evaluation of the tender applications. The notification is sent by registered mail with notification of receipt, as well as by e-mail or facsimile.

11.8. If no one has been admitted to the participation in the Second stage by the results of consideration of all submitted tender applications, such Competition is recognized as failed, as the Bidding Commissionprepares a protocol.

11.9. If, based on the results of tender applications consideration for participation in the Second stage only one person is admitted, the Competition is declared invalid. In such a case, the Asset may, at the discretion of the KAP, be sold to such a person, in accordance with the Rules, by direct address alienation on terms not inferior to those provided for in its tender application, the relevant preliminary offer, the Tender Notice and the package of Asset documentation. In this case, the price of the assets sale shall not be less than the price specified in the preliminary offer of this person stated in the tender application.

1. **Negotiations and tender proposal submission**

12.1. Prior to the date of submission of tender proposals submitted in notifications sent in accordance with clause 11.7 of the tender documentation, KAP representatives, including KAP consultants, may appoint meetings and negotiate with the Participants on the draft of the Sales Contract, KAP may accept or reject the proposed Participant adjustments to the contract of sale draft.

12.2. Prior to the date of submission of tender proposals provided in notices sent in accordance with clause 11.7 of the tender documentation, participants may meet with the Assets Management and KAP for additional information, about what Participant should inform KAP contact persons specified in clause 17.3 of the tender documentation. KAP is taking steps to organize such meetings.

12.3. The tender proposals are accepted from the Participants admitted to the Second stage in accordance with the notifications sent in accordance with clause 11.7 of the tender documentation.

12.4. The tender proposal and all documents attached to it must be stitched with the number of sheets and be sealed (if any). It is allowed to form a tender proposal by dividing it into several volumes, with each volume stitched, numbered and sealed by the Participant. The tender proposal and all documents attached to it must be packed in an envelope or in several envelopes if the tender proposal and the documents attached to it consist of several volumes. On the front side of the envelope (envelopes) it should be indicated:

• the person submitting the tender proposal and his address;

• the name of the Competition for which the tender proposal is submitted;

• the indication "DO NOT OPEN until: "15" hours "00" minutes "3" September 2018 (the final dates and time for submission of tender proposals are indicated, according to the notices sent in accordance with clause 11.7 of the tender documentation).

12.5. Authorized representatives of the Participant must present the original of the power of attorney for the right to submit the tender proposal, and the original / notarized copy of the identification document when submitting a tender proposal.

12.6. Each Participant has the right to submit only one tender proposal.

12.7. The tender proposal shall be drawn up by the Participants in the form, in accordance with Appendix No. 6 to the tender documentation.

12.8. Participants must attach the draft of the contract proposed for the signatory for participation in the Second Stage in addition to those documents that will be established in the notification sent in accordance with Clause 11.7 of the tender documentation. The tender proposal, as well as all documents attached to it, must be scanned and provided in an electronic copy for the KAP on a information carrier. The information carrier must be enclosed in an envelope drawn up in accordance with clause 12.4 of the tender documentation.

12.9. The price offered by the Participant for the Shares in the tender proposal shall not be lower than the price offered by that Participant for the Shares in the tender application submitted by him for participation in the First Stage of the Competition.

1. **Tender proposals consideration**

13.1. The members of the Bidding Commission as well as its secretary sign a protocol on the opening of the tender proposals by KAP.

13.2. When considering tender proposals, the Bidding Commission has a right to:

13.2.1. To ask the Participants to provide materials and explanations necessary for the consideration, evaluation and comparison of tender proposals;

13.2.2. To request the necessary information from the relevant government agencies, individuals and legal entities with a view to clarify the information contained in the tender proposals and Potential participants should assist KAP in obtaining such information.

13.3. The Bidding Commission reviews the tender proposals in accordance with the evaluation criteria of the tender proposals, indicated in the notifications, in accordance with clause 11.7 of the Tender documentation.

Based on the results of the tender proposals consideration by the Bidding Commission on September 7, 2018, the decision on the selection of the Winner of the Competition is made at 15:00 pm. The protocol on the results of consideration of tender proposals shall be signed by the members of the Tender Committee and the Winner of the Competition (if any), as well as its secretary.

13.4. If, based on the results of consideration of all submitted tender proposals, all the tender proposals are rejected, such Competition shall be declared failed, on which the Bidding Commission prepares a report.

13.5. If, based on the results of consideration of tender proposals, only one person participates in the competition the competition is recognized as failed. In such a case, Shares may be sold to such a person, in accordance with the Rules, by direct address alienation on terms not inferior to those provided for by its respective preliminary proposal to the tender application, as well as the tender proposal submitted. At the same time, the price of the Shares disposal should not be less than the price specified in the tender proposal.

13.6. The winner of the competition is the Participant who provided the best tender proposal, taking into account the criteria for tender proposal evaluation, which will be set in the notifications sent in accordance with clause 11.7 of the Tender documentation. If, based on the results of the tender proposals evaluation, the tender proposals of several Participants are recognized as the best ones, the winner will be the one whose tender proposal includes the payment of the largest sums in 2018 in favor of the KAP.

**14. Tender applications and / or tender proposals rejection**

14.1. Reasons for rejection of tender proposals and / or tender applications are:

14.1.1. Submission of a tender application by a person who has not entered into the Confidentiality Agreement in accordance with the tender documentation;

14.1.2. Inadequacy of persons, as well as tender applications, participating in the competition to conditions for the disposal of the Assets specified in clause 7.2 of the tender documentation, including Qualification Requirements (Clause 6 of this tender documentation), as well as requirements for Investment Obligations (clause 8, of this tender documentation);

14.1.3. Price of the Shares In the preliminary proposal is lower than the Initial price;

14.1.4. The absence of the guarantee established for participation in the competition;

14.1.5. Submission of the tender application or tender proposal after the submission deadline or in violation of the filing procedure provided by tender documentation;

14.1.6. Recognition of the tender application as inadequate to the requirements provided by the tender notice and / or the tender documentation;

14.1.7. The preliminary proposal does not comply with the requirements of the Tender Notice and / or the tender documentation, including the minimum requirements, according to the criteria for evaluation of the preliminary proposals in the Tender Notice and / or in the tender documentation;

14.1.8. Submission of the tender proposal in which the Participant offers a price for the Shares in the amount in accordance with clause 12.9 of the tender documentation is lower than the price offered by that Participant in the tender application submitted by him for participation in the First Stage of the competition.

14.1.9. The availability of proposals/conditions that are unacceptable by KAP in the tender proposal and / or in the tender application and / or under the conditions of the proposed Contract.

14.2. In case of non-compliance with the Qualification Requirements of the Potential Participant / Participant on the grounds specified in sub-clause 6.1.10 (clarify the correctness of the reference to sub-clause 6.1.10 of the TD draft, since such a sub-item is not included in the TD draft) of Tender documentation such tender applications and proposals are rejected by Bidding Commission in accordance with sub-clause 6.1.10 (clarify the correctness of the reference to sub-clause 6.1.10 KD project, since such a sub-item is not included in the draft KD) of the tender documentation.

1. **Conclusion of a contract**

15.1. After the acceptance and submission of all required permits and approvals from authorized state bodies, as well as the adoption of corporate decisions, if they are required for Shares disposal in accordance with the applicable legislation the Winner of the Tender and KAP shall sign the two sealed duplicates of the agreement signed by authorized persons of each of its parties.

15.2. The draft agreement cannot be amended and supplemented, except for:

15.2.1. The terms specified in the clauses of the Agreement as well as the details of the Buyers, which must comply with the tender proposal of the winner and the requirements of the tender documentation.

15.2.2. Conditions of the agreement, modified (supplemented) at the initiative of the KAP in the event that such changes (additions) cannot change the content of the terms of the Tender and (or) proposals that were the basis for selecting the Winner of the Competition.

15.3. In the Agreement, the price of acquiring Assets shall be the price specified in the relevant tender proposal or a price that is not lower than the price specified in the preliminary proposal and determined during the negotiations, in the case of the Sale of Assets through direct-targeted sale in accordance with the Rules.

1. **Separate requirements to the documents submitted for participation in the tender**

16.1. The potential participants, participants and the Winner of the competition, who provide documents issued by foreign organizations for the participation in the Competition or the conclusion of the Agreement, should properly legalize the submitted documents and / or apostille on them in accordance with the legislation of the Republic of Kazakhstan, depending on how this is stipulated in the legislation of the Republic of Kazakhstan.

16.2. Potential participants, Participants and Winner of the competition who are non-residents of the Republic of Kazakhstan shall submit the same documents for participation in the Competition as residents of the Republic of Kazakhstan or documents containing similar information, and if such documents are not provided, the corresponding guarantee letter from the said persons, In order to confirm the facts for which documents are required in the tender documentation.

16.3. The validity of tender proposals and tender applications shall be terminated on the date of signing the Agreement with one of the persons participating in the Competition.

16.4. Potential participant, Participant and Winner of the competition bear all expenses related to their participation in the competition. KAP and / or the Bidding Commission are not liable for reimbursement of these expenses, regardless of the results of the competition or its cancellation.

16.5. In the tender proposal/tender application and other documents provided for the purpose of participation in the Competition or the conclusion of the Agreement, there should not be any insertions between the lines, pads or subheadings, except when it is necessary to correct grammatical or arithmetical errors.

16.6. The tender proposal/tender application and other documents provided for the purposes of participation in the Competition or the conclusion of the Agreement must be drawn up in the Russian language or in the official language. At the same time, the tender application may contain documents written in another language, provided that they are accompanied by an accurate translation into Russian or Kazakh, and in this case the advantage will have the translation into Kazakh or Russian. In accordance with the procedure established by the legislation of the Republic of Kazakhstan, the authenticity of translation into Kazakh or Russian languages must be certified by a notary or a notary must certify the authenticity of the signature of the translator who has translated the documents.

1. **Clarification of the provisions of the tender documentation and the procedure of amending of the Tender Documentation**

17.1. Potential participants and Participants have the right to apply for clarification of the provisions of the Tender documentation within 7 (seven) working days before the deadline for accepting tender applications (Potential Participants), tender proposals (Participants). KAP shall respond to the person who made a request and place the information provided during the clarification on the Website for other Potential Participants and Participants within 3 (three) business days from the date of receipt of the request, without indicating who made the request.

17.2. KAP may, in order to clarify the issues on the tender documentation and / or the Competition, appoint and hold meetings with Potential Participants and Participants who have questions, individually with each of them, with the publication of information provided during the clarifications on the Website for other Potential Participants and Participants without indicating who made the request.

17.3. KAP has the right to amend and / or change the Draft Agreement (Appendix No. 3) during the competition, notifying in writing within 5 (business) days from the date of the amendments.

17.4. Contact information for obtaining information regarding the competition:

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***Tender Documentation Appendices:***

* *Appendix №1 – Non-disclosure and confidentiality agreement;*
* *Appendix №2 – Letter of agreement with tender procedures;*
* *Appendix №3 – Sale and purchase draft agreement;*
* *Appendix №4 – Tender application form;*
* *Appendix №5 – A letter with information on the entire ownership structure of the Potential Participant's stock of shares, as well as compliance with the Qualification Requirements;*
* *Appendix №6 – Tender proposal form;*
* *Appendix №7 – general rules for working with the data room and procedure for the acquaintance with the Asset;*
* *Appendix №8 – Preliminary proposal form;*

***Appendix №1***

***To the Tender documentation***

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| **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT** | **СОГЛАШЕНИЕ О КОНФИДЕНЦИАЛЬНОСТИ И НЕРАЗГЛАШЕНИИ** |
| This **Non-Disclosure and Confidentiality Agreement** (hereinafter – the “Agreement”) was prepared and signed on ***«\_\_»\_\_\_\_\_\_\_2017*** between the **JSC «NAC** **«Kazatomprom»**, registered and acting under the legislation of the Republic of Kazakhstan, in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ № \_\_\_\_ **dated «\_\_»\_\_\_\_\_\_\_2017** (**"Party 1"**) and  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, established and acting under the legislation of the \_\_\_\_\_\_\_\_\_\_\_\_\_ in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **№ \_\_\_\_ dated «\_\_»\_\_\_\_\_\_\_2017** (**"Party 2"**), referred as Party individually or Parties collectively. | Настоящее **СОГЛАШЕНИЕ О КОНФИДЕНЦИАЛЬНОСТИ И НЕРАЗГЛАШЕНИИ** (далее - Соглашение) было подготовлено и подписано ***«\_\_»\_\_\_\_\_\_\_2017*** года между **АО «НАК «Казатомпром»,** зарегистрированное и действующее в соответствии с законодательством Республики Казахстан, ***в* лице \_\_\_\_\_\_\_\_\_\_\_\_\_, действующего на основании \_\_\_\_\_\_\_\_\_\_№ от «\_\_»\_\_\_\_\_\_\_2017\_ года**  **(«Сторона 1»)** и  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, созданное и действующее в соответствии с законодательством\_\_\_\_\_\_\_\_\_\_\_\_, **в лице \_\_\_\_\_\_\_\_\_\_\_\_\_, действующего на основании \_\_\_\_\_\_\_\_\_\_№ от «\_\_»\_\_\_\_\_\_\_2017\_ года**  **(«Сторона 2»)**, именуемые по отдельности Сторона, или вместе Стороны. |
| 1. **Disclosure.**   The Parties shall enter into a discussion on a possible collaboration on the projects of JSC «Caustic».  In this regard, the Party 1 and Party 2 is entitled to disclose and provide each other with technical, financial and (or) other information, materials or other information in any form, including written, oral or electronic form (collectively referred to as "Data"). This data is considered confidential and the property of the corresponding Party. | 1. **Раскрытие.**   Стороны вступают в переговоры с целью определения возможности сотрудничества по АО «Каустик».  В связи с этим, Сторона 1 и Сторона 2 вправе раскрывать и предоставлять друг другу техническую, финансовую и (или) другую информацию, материалы или иные сведения в любой форме, в том числе в письменном виде, устно или на электронных носителях (вместе именуются «*Данные*»). При этом Данные считаются конфиденциальными и собственностью соответствующей Стороны. |
| **2. Confidential Data.**  ***“Confidential Data”*** means (a) any Data disclosed by or on behalf of a party or its authorized representative (***“Disclosing Party”***) to the other party (***“Receiving Party”***), including, without limitation, any sensitive business information, technical information, know-how, information regarding patents, patent applications, software, computer object or source code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, product or product development strategies or plans, information concerning current and future products and services, customers, markets, manufacturing processes, developments, inventions, designs, drawings, engineering specifications, recipes, hardware configuration information, trade secrets, financial information, or any other information relating to the current and/or future business and operations of the Disclosing Party; (b) any information, material or data provided by third party vendors of the Disclosing Party; and (c) any analyses, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party in any manner or in any medium based on or related to the Data disclosed by the Disclosing Party. | 1. **Конфиденциальные Данные.**   «*Конфиденциальные данные*» означают: (а) Данные, раскрываемые одной Стороной или ее *уполномоченным* представителем («*Раскрывающая сторона*») другой Стороне («*Принимающая сторона*»), включая, без ограничения, любую закрытую деловую информацию, технические данные, ноу-хау, информацию о патентах, заявках на получение патентов, программном обеспечении, компьютерных объектов или исходном коде, алгоритмах, структурах высокого уровня, графическом интерфейсе пользователя, ведущихся исследованиях и разработках, бизнес планах, бизнес или рыночных стратегиях или планах, продукции или стратегии или планах по разработке продукции, информации в отношении текущей или будущей продукции и услуг, клиентах, рынках, производственных процессах, разработках, изобретениях, проектах, схемах, технических спецификациях, инструкциях, информацию о конфигурации компьютерной аппаратуры, коммерческие тайны, финансовую информацию, или любую другую информацию, относящуюся к текущей и/или будущей предпринимательской деятельности и операциям Раскрывающей стороны; и (b) любая информация, материалы или данные, предоставленные третьими лицами - поставщиками Раскрывающей стороны; (с) любые анализы, компиляции, исследования, выводы, выписки или другая документация, подготовленная Принимающей стороной любым способом или в любой форме на основании или в связи с Данными, разглашаемыми Раскрывающей стороной. |
| 1. **Public Data.**   Notwithstanding any other provision of this Agreement, any Data shall not be, or shall cease to be, Confidential Data hereunder in accordance with this Agreement: (a) if such Data is legally known to the Receiving Party prior to disclosure thereof by the Disclosing Party; (b) after such Data is published or becomes available to others, without restriction and without breach of this Agreement by the Receiving Party; (c) after such Data becomes available to the Receiving Party from others having no obligation to hold such Data in confidence; or (d) if such Data is developed by the Receiving Party independently of any disclosure of such Data by the Disclosing Party. | **3. Общедоступные данные.**  Несмотря на какие-либо другие положения Соглашения, любые Данные не будут или перестают считаться Конфиденциальными данными в соответствии с настоящим Соглашением***,*** если: (а) такие Данные на законном основании известны Принимающей стороне до их разглашения Раскрывающей стороной; (b) после того, как такие Данные опубликованы или становятся доступны другим лицам без ограничений или без нарушения настоящего Соглашения Принимающей стороной; (с) после того, как такие Данные становятся доступны для Принимающей стороны от других лиц, не имеющих обязательств по сохранению конфиденциальности таких Данных; или (d) такие Данные были подготовлены Принимающей стороной независимо от раскрытия таких Данных Раскрывающей стороной. |
| 1. **Non-Disclosure Obligation.**   Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party agrees (a) not to disclose the Confidential Data; (b) to use the same degree of care and diligence to protect such Confidential Data from disclosure to others as such party employs or should reasonably employ to so protect its own information of like importance (but in no event less than reasonable care); (c) not to use, reproduce or copy the Confidential Data, in whole or in part, and (d) not to, or attempt to, modify, decompile, disassemble, reverse engineer or emulate the functionality and/or create derivative works of any software or products of the Disclosing Party or its affiliates with respect to which information is shared with Receiving Party. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Data to such of the Receiving Party's employees, consultants, agents, hired by the Receiving Party (collectively “Receiving Party Representative”) which the Receiving Party reasonably and in good faith believes should be involved in the evaluation or performance of the Proposed Relationship, provided such Receiving Party Representative is written informed of this Agreement and written agrees to be bound by the terms hereof, and on conditions that Receiving Party written informs Disclosing Party about commitment on maintaining confidentiality in the Agreement, and the Receiving Party uses best efforts to cause the Receiving Party Representative to observe the terms of this Agreement. The Receiving Party agrees that a breach of this Agreement by a Receiving Party Representative shall constitute a breach by the Receiving Party.  In the event that the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Data, the Receiving Party agrees that it will provide the Disclosing Party with prompt written notice of such request(s) to enable the Disclosing Party to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Data. | **4**.  **Обязательства по неразглашению.**  Если Раскрывающей стороной не согласовано иное в письменном виде то Принимающая сторона соглашается: (а) не раскрывать Конфиденциальные данные; (b) проявлять такой же уровень заботы и старания для защиты Конфиденциальных данных, какой этой Сторонойприменяется или должен разумно применяться для защиты своей собственной информации аналогичной значимости (но не менее должной степени заботы) (с) не использовать, не воспроизводить или не копировать Конфиденциальные данные в целом или частично, и (d) не пытаться и не изменять, не декомпилировать, не разделять, не переконструировать или не имитировать функциональность и/или не создавать производные продукты любого программного обеспечения или продукции Раскрывающей стороны или ее аффилированных лиц в отношении которых информация предоставляется, Принимающей стороне. Несмотря на вышесказанное, Принимающая сторона вправе раскрывать Конфиденциальные данные таким работникам, консультантам, агентам, нанятыми Принимающей стороной (вместе именуемые «Представители Принимающей стороны»), которые, как обоснованно и на разумном основании считает Принимающая сторона, должны участвовать в оценке и ведении Предлагаемых условий, при условии, что такой Представитель Принимающей стороны письменно информирован о настоящем Соглашении и письменно соглашается быть связанным его условиями, и при условии, что Принимающая сторона письменно уведомляет Раскрывающую сторону о принятии обязательств такими лицами по сохранению конфиденциальности по Соглашению, а Принимающая сторона делает все возможное, чтобы Представитель Принимающей стороны выполнял все условия настоящего Соглашения. Принимающая сторона соглашается, что нарушение настоящего Соглашения Представителем Принимающей стороны будет означать нарушение самой Принимающей стороны. В случае, если от Принимающей стороны требуется раскрыть Конфиденциальные данные в силу применимого законодательства, правилам, регламентам или законного решения или постановления суда, государственного органа или регуляторной комиссии, то Принимающая сторона соглашается предоставить Раскрывающей стороне срочное письменноеуведомление о таком требовании (требованиях) с тем, чтобы Раскрывающая сторона могла добиться получения соответствующего охранного судебного приказа или предпринять меры для защиты конфиденциальности таких Конфиденциальных Данных. |
| 1. **Ownership of Property.**   Notwithstanding any disclosures made by the Disclosing Party hereunder to the Receiving Party in the Agreement or any discussions or communications had between the Parties, and subject only to such explicit written agreements to the contrary as the Parties may hereafter enter into which indicate that they supersede this Agreement with respect to the subject matter of this Section 5, the Disclosing Party shall have and retain sole and exclusive ownership of all Data, Confidential Data, and other property owned by the Disclosing party at the time of disclosure to the Receiving Party. | 1. **Право собственности на Имущество.**   Несмотря на раскрытие некоторой информации Раскрывающей стороной Принимающей стороне согласно настоящему Соглашению или каких-либо переговоров или переписке между Сторонами и с соблюдением только тех явно выраженных письменных соглашений об обратном, которые Стороны могут в будущем заключать, в которых указывается, что они заменяют собой настоящее Соглашение в части содержания данной Статьи 5, Раскрывающая сторона должна иметь и сохранять за собой единоличное и исключительное право собственности на все Данные, Конфиденциальную информацию и другую собственность, принадлежащую Раскрывающей стороне в момент раскрытия Принимающей стороне. |
| 1. **No Additional Rights.**   The Receiving Party shall not have any rights or obligations respecting the Confidential Data other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, trademark, copyright or other proprietary right of the Disclosing Party or its third party vendors; and (b) neither Party shall be obligated to disclose Data to the other party or to enter into any further agreements. A party may terminate discussions regarding the Proposed Relationship at any time. The Receiving Party shall, upon written request of the Disclosing Party, either return to the Disclosing Party all Confidential Data, including all copies thereof, disclosed hereunder or provide the Disclosing Party with a written officer's certificate that the requested Confidential Data has been destroyed. The Receiving Party's obligations under this Agreement respecting the Confidential Data shall survive termination of said discussions. | 1. **Отсутствие дополнительных прав.**   Принимающая сторона не имеет каких-либо прав или обязательств в отношении Конфиденциальных данных, кроме тех, которые конкретно указаны в настоящем Соглашении. Без ограничения общего характера каких-либо других положений настоящего Соглашения:  (а) настоящим Соглашением или иным образом не предоставляется лицензии, прямо или косвенно, по какому-либо патенту, товарному знаку, авторским правам или другому праву собственности, Раскрывающей стороне или ее сторонних поставщиков; и (b) ни одна из Сторон не обязана раскрывать Данные другой Стороне или заключать какие-либо договоры. Любая Сторона вправе отменить в любое время переговоры касательно Предлагаемых условий. Принимающая сторона по письменному требованию Раскрывающей стороны должна, либо вернуть Раскрывающей стороне все Конфиденциальные данные, разглашенные по настоящему Соглашению, включая все их копии, либо предоставить Раскрывающей стороне письменное официальное заверение о том, что запрошенные Конфиденциальные данные уничтожены. Обязательства Принимающей стороны по настоящему Соглашению в отношении Конфиденциальной информации остаются в силе после отмены вышеуказанных переговоров |
| 1. **Injunctive Relief.**   Both Parties acknowledge and agree that the Disclosing Party and/or its third party vendors (as the case may be) own all rights, title and interest in and to the Confidential Data. Both Parties further acknowledge and agree that the unauthorized disclosure of the Confidential Data will cause irreparable harm to the Disclosing Party. As a result of the unique nature of the Confidential Data, in addition to all other remedies available, the Disclosing Party shall be entitled to seek injunctive and other extraordinary relief in a court of competent jurisdiction in order to enforce the Receiving Party’s obligations hereunder.  The Receivable Party is liable for non-fulfillment and/or improper performance of obligations under the Agreement by reimbursing the actual damage caused to the Revealer (without compensation for loss of profit, consequential or consequential damage). | 1. **Средства судебной защиты.**   Обе Стороны признают и соглашаются, что Раскрывающая сторона и/или ее независимые поставщики (в зависимости от ситуации) обладают всеми правами владения, пользования и распоряжения Конфиденциальными данными. Обе Стороны кроме того признают и соглашаются, что несанкционированное раскрытие Конфиденциальных данных причинит непоправимый ущерб Раскрывающей стороне. Из-за уникального характера Конфиденциальных данных, в дополнение к другим имеющимся средствам защиты Раскрывающая сторона вправе требовать судебного запрета и другого исключительного средства защиты в суде компетентной юрисдикции для обеспечения исполнения Принимающей стороной своих обязательств по Соглашению.  Принимающая сторона несет гражданско-правовую ответственность за неисполнение и/или ненадлежащее исполнение обязательств по Соглашению путем возмещения причиненного Раскрывающей стороне реального ущерба (без возмещения упущенной выгоды, косвенного или вытекающего ущерба). |
| 1. **Public Statements.**   Neither Party shall publicly disseminate evaluations or summaries of the Confidential Data without the other party’s review of such evaluations or summaries and written authorization for their dissemination. All materials disseminated with such authorization shall bear the disclosing party’s copyright notice and any other markings necessary to protect the Confidential Data. | 1. **Публичные заявления.**   Сторона не будет публично распространять оценки или выводы из Конфиденциальных данных без изучения другой Стороной таких оценок или выводов и ее письменного разрешения для их распространения. Все материалы для распространения, имеющие такое письменное разрешение, должны иметь отметку об авторском праве Раскрывающей стороны и другими отметками необходимыми для защиты Конфиденциальных данных. |
| 1. **Termination.**   This Agreement can be terminated by either party upon written notice 30 (thirty) calendar days of the other Party prior to the date of termination. Termination of the Agreement for any reason shall not terminate the obligations of the Parties under the Agreement and all the obligations referred to in Articles 4, 5, 7 and 8 of this Agreement shall survive the termination of this Agreement within 60 (sixty) months from the date of termination of the Agreement. | 1. **Расторжение.**   Настоящее Соглашение может быть расторгнуто любой Стороной на основании письменного извещения другой Стороны за 30 (тридцать) календарных дней до даты расторжения. Расторжение Соглашения ни по каким причинам не прекращает действие обязательств Сторон по Соглашению, и все обязательства, указанные в Статьях 4, 5, 7 и 8 настоящего Соглашения, остаются в силе после расторжения Соглашения в течение 60 (шестидесяти) месяцев с даты прекращения срока действия Соглашения. |
| 1. **Actions Upon Termination.**   Except as otherwise expressly agreed by the Parties in writing, upon termination of this Agreement, each party shall (a) immediately cease using the Confidential Data, (b) promptly return to the other party all media received from such party which contain the Confidential Data and destroy all other copies of such Confidential Data, and (c) promptly certify in writing its compliance with the terms of this Agreement. | **10. Действия при расторжении.**  Если иное прямо не согласовано между Сторонами в письменном виде, в случае расторжения Соглашения, каждая Сторона должна (а) немедленно прекратить использовать Конфиденциальные данные, (b) незамедлительно вернуть другой Стороне все носители, полученные от другой Стороны, которые содержат Конфиденциальные данные, а также уничтожить все другие копии таких Конфиденциальных данных, и (c) незамедлительно предоставить письменное заверение соблюдения условий, указанных в настоящем Соглашении. |
| **11. Applicable Law/**  **Dispute Resolution**  The present Agreement, its validity and enforceability of the rights and obligations of its Parties shall be governed by and construed in accordance with the legislation of Republic of Kazakhstan. Except emergency situations requiring simplified juridical proceeding, before appeal before Court in accordance with the following paragraph, the Parties shall endeavor to settle amicably any dispute, controversies or claims arising out of or in connection with the present Agreement or its execution, non-execution or interpretation. For this purpose, any Party identified potential dispute with the other Party notifies the other Party by e-mail followed by a recommended letter or courier service with return receipt requested, and shall convene a meeting of the Parties to the senior management level within 30 (thirty) days after delivery of such notice to the addressee with order to try to come to a peaceful resolution of the dispute within a reasonable period of time agreed upon during such meeting.  Any disputes, controversies or claims between the Parties arising out of or in connection with the present Agreement, or in connection with its execution, non-execution or interpretation, which cannot be settled amicably, as provided in the paragraph above, shall be settled in accordance with the Law of The Republic of Kazakhstan. The hearing of the Court held in Astana, Kazakhstan in English with simultaneous translation into Russian.  The Parties hereby consent to the making of the award in the protocols or archives of any competent court or other tribunal, if required in order to implement such decision.  The Parties should keep information on arbitration in secrecy and shall not communicate to any third party, except those that are necessary for the arbitration, the existence of the arbitration, confidential information relating to the arbitration, including, documents, or evidence provided in arbitration or any records or decisions resulting from the arbitration, except where disclosure is required by law or necessary for the recognition or enforcement of the award. | 1. **Применимое право/ Разрешение споров**   Настоящее Соглашение, его действительность и законность прав и обязанностей Сторон регулируется и толкуется в соответствии с законодательством Республики Казахстан. За исключением чрезвычайных ситуаций, в которых требуются простые судебные процедуры, до обращения в судсогласно нижеследующему пункту Стороны должны стремиться разрешить мирным путем любой спор, противоречие или любую претензию, которые возникают в результате или в связи с настоящим Соглашением или его исполнением, неисполнением или толкованием. В этих целях, Сторона, обнаружившая потенциальный спор с другой Стороной, уведомляет такую другую Сторону по электронной почте с последующим предоставлением рекомендованного письма или посредством курьерской почты с уведомлением, и созывает собрание Сторон на уровне высшего руководящего состава в течение 30 (тридцати) рабочих дней после отправки адресату такого уведомления с указанием попытаться найти мирное решение спора в течение разумного периода времени, согласованного на таком собрании.  Любой спор, противоречие или любая претензия между Сторонами, возникающая в результате или в связи с настоящим Соглашением, или его исполнением, неисполнением или толкованием, которые невозможно урегулировать мирным путем, как это предусмотрено в вышеуказанном пункте подлежат урегулированию в суде, в соответствии с законодательством Республики Казахстан. Слушания суда проводятся в Республике Казахстан, городе Астана, на русском языке с синхронным переводом на английский язык.  Стороны настоящим соглашаются с вынесением решения в протоколах или архивах компетентного суда или другого суда, если это требуется для исполнения настоящего решения. Стороны должны держать в секрете информацию о суде; и не передавать ее какой-либо третьей стороне, за исключением тех, которые нужны для суда. Держать в секрете конфиденциальную информацию, касающуюся суда, включая документы или доказательства, предоставленные в суд; или любые записи или решения, принятые в результате суда; за исключением случаев, когда раскрытие информации требуется в силу закона или необходима для признания или приведения в исполнение судебных решений. |
| **12. Miscellaneous Provisions.**  (a) Amendment; Entire Agreement. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of both Parties. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof. Any prior agreements, correspondence, promises, negotiations or representations not expressly set forth in this Agreement are hereby rendered void and of no force or effect. Every provision of this Agreement is intended to be severable.  (b) Unenforceability.  The unenforceability, invalidity or illegality of any provision for any reason whatsoever, shall not render the other provisions unenforceable, invalid or illegal. If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, either such provision will be deemed amended to conform to applicable laws or regulations or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.  (c) Waiver. A waiver by any party of any of the terms or conditions of this Agreement in any one instance shall not be deemed or construed to be a waiver of such terms or conditions for the future, or of any subsequent breach thereof.  (d) Remedies. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any party. The failure of any party hereto at any time to enforce any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any party to thereafter enforce each and every provision of this Agreement.  (e) Dominant language. The two signed copies of the Agreement in the Russian and English languages have the equal legal force; each Party is given one copy of the Agreement. If there are any contradictions between the languages, the  Parties concur that the Agreement is interpreted and fulfilled as provided by the text of the Agreement given in the Russian language. | 1. **Прочие положения.**   (а) Изменения; Целостность Соглашения. Положения настоящего Соглашения могут быть отменены, изменены, дополнены или аннулированы полностью или частично только по письменному согласию обеих Сторон. Настоящее Соглашение представляет собой соглашение Сторон исчерпывающего характера в отношении его предмета. Любые предыдущие договоренности, корреспонденция, обещания, переговоры или заверения, которые прямо не указаны в настоящем Соглашении, настоящим признаются недействительными и не имеющими силы. Любое положение Соглашения рассматривается как отдельная часть.  (b) Невозможность выполнения.  Невозможность выполнения, недействительность или незаконность любого положения по каким бы то ни было причинам не влечет за собой неприменимость, недействительность или незаконность других положений. В случае, если любое положение Соглашения является или становится или считается неприменимым, недействительным или незаконным по действующему законодательству любой юрисдикции, то такое положение либо будет считаться измененным в соответствии с требованиями применимых законов или положений, или, если оно не может быть изменено таким образом без существенного изменения намерения Сторон, оно должно быть исключено, при этом остальные положения настоящего Соглашения остаются в силе.  (с) Отказ. Отказ любой Стороны от какого-либо условия или положения Соглашения в каком-либо одном случае не будет считаться или рассматриваться как отказ от таких условий или положений в будущем, или как связанное с ним последующее нарушение.  (d) Средства защиты. Все средства защиты, права, обязанности, обязательства и согласия, указанные в Соглашении, являются взаимодополняющими, и ни одно из них не будет ограничивать другие средства защиты, права, обязательства и согласия любой Стороны. Неосуществление какой-либо Стороной в любое время права требования принудительного исполнения любого положения Соглашения, или требования в любое время выполнения каких-либо его положений, не должно рассматриваться как отказ от таких положений, или как воздействие на действительность настоящего Соглашения или права какой-либо Стороны на принудительное исполнение впоследствии какого-либо или всех положений настоящего Соглашения.  (e) Превалирующий язык. Два подписанных экземпляра Соглашения на русском и английском языках имеют одинаковую юридическую силу; каждой Стороне предоставлен один экземпляр Соглашения. Если существуют противоречия между языками, Стороны соглашаются, что Соглашение толкуется и выполняется согласно тому, как это предусмотрено в тексте Соглашения на русском языке. |
| 1. **Warranties.**   The Parties understand and agree that neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Data and that neither Party nor any of its representatives shall have liability to the other party with respect thereto. | 1. **Гарантии.**   Стороны признают и соглашаются, что ни одна из Сторон не делает каких-либо заверений или заявлений в отношении точности или полноты Конфиденциальных данных и что ни одна Сторона либо ее представители не будет нести ответственность перед другой Стороной в связи с положением настоящего пункта. |
| 1. **Signing Authority.**   Each person signing this Agreement represents and warrants to the other party that such signatory has full power and authority to execute and deliver this Agreement on behalf of the party for which it is acting. | 1. **Полномочия на подписание.**   Каждая из Сторон, подписывающая настоящее Соглашение, подтверждает и гарантирует другой Стороне, что подписант уполномочен и имеет полное право подписывать и предоставлять настоящее Соглашение в интересах Стороны, от имени которой он действует. |
| **IN WITNESS WHEREOF,** this Non-Disclosure and Confidentiality Agreement has been entered into as of the date first set forth above. | **В ПОДТВЕРЖДЕНИЕ ВЫШЕСКАЗАННОГО**,  Настоящее Соглашение о неразглашении и конфиденциальности было подписано в дату, которая указана первой в преамбуле настоящего Соглашения. |
| «PARTY ONE»: **JSC «NAC «Kazatomprom»** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:  Title:  Address: The Republic of Kazakhstan, 010000  Astana, Kunaev St., 10 | «**СТОРОНА 1»:**  **АО «НАК «Казатомпром»** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Имя:  Должность: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Адрес: Республика Казахстан, 010000  г. Астана, ул. Кунаева, 10 |
| **«PARTY TWO»:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Address: | **«СТОРОНА 2»:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Имя:  Должность:  Адрес: |

***Appendix №2***

***to the Tender documentation***

|  |  |
| --- | --- |
| *To:* | **«NAC KAZATOMPROM» JSC** |
| *From:* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(case name or printed name of an entity, BIN/IIN, address of registration and residing, contact details: phone numbers, e-mail)* |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name or full name of the person) hereby confirms that he is familiarized with the conditions of an open tender for the sale of 40% (number) of shares of NAC Kazatomprom JSC to Caustic JSC (name of the Asset) (hereinafter referred to as the "Competition") specified in the tender notice dated October «\_\_», 2017, as well as with the tender documentation provided for these trades.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name or full name of the person) agrees with the tender procedures set out in the tender notice dated October «\_\_», 2017, as well as in the tender documentation for these trades, as well as the willingness to confirm its compliance with the qualification requirements specified in the tender Documentation for the Competition, posted on the website of NAC Kazatomprom JSC.

*Full name of the chief executive officer or authorized person authorized to sign this letter (attached power of attorney), signature, date, stamp (if available)*

***Appendix №3***

***to the Tender documentation***

**SALE AND PURCHASE AGREEMENT**

***for 40% of shares of NAC Kazatomprom JSC in Caustic JSC***

**between**

***NAC Kazatomprom JSC***

**(*Seller*)**

**and**

**[name of the Purchaser]**

**(*Purchaser*)**

The present Sale and Purchase Agreement for a 40% of shares of NAC Kazatomprom JSC in Caustic JSC (hereinafter referred to as the "Agreement") is concluded "\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ between:

1. **National Atomic Company Kazatomprom Joint-Stock Company,**

A legal entity established and operating under the laws of the Republic of Kazakhstan located at the address specified in this Agreement **in the person of Chief Executive Officer for providing business, a member of the Board of Absattarov Kairat Bektayevich** acting on the basis of power of attorney No. 146-D of June 29,2017(hereinafter referred as to the “**Seller**”); and

1. **[*name of the Purchaser*],** a legal entity established and acting under the law of [\_\_\_\_\_\_] located at the address specified in this Agreement, represented by [specify the assignment] [insert name] acting on the basis of [the Charter] (hereinafter referred to as the

**«Purchaser»**),

The Purchaser and the Seller hereinafter collectively referred to as the "Parties" and individually as the "Party",

based on the results and terms of tender conducted in the form of an open two-stage competition (Protocol on the results of competition dated "\_\_" \_\_\_\_\_\_\_ 201\_\_\_ year No. \_\_\_),

**WHEREAS**

1. By the Decree of the Government of the Republic of Kazakhstan No. 1141 of December 30, 2015 "On some issues of privatization for 2016-2020 years", it is recommended to sell 40% of the shares of JSC NAC Kazatomprom in Caustic JSC;
2. 40% of the shareholding in Caustic Joint Stock Company belongs to NAC Kazatomprom JSC on the basis of ownership;
3. The Seller wishes to sell and transfer Shares to the Purchaser, and the Purchaser, in turn, wishes to buy and accept from the Seller Shares on the terms specified in this Agreement, which must comply with the Tender Notice, as well as the Purchaser's proposal, which served as the basis for determine him as winner of relevant tender and / or grounds for concluding a Contract,

The Parties hereby agree as follows.

1. **DEFINITIONS AND INTERPRETATIONS**

1.1. For the purposes of this Agreement, the definitions used therein, specified below with a capital letter, have the following meaning, unless the other is directly specified by the context:

|  |  |
| --- | --- |
| **«Guarantee deposit»** | A sum of 5 (five)% of the Initial price paid by the Purchaser to participate in the open two-stage tender, and returned to the Purchaser after three years from the date of transfer to him of the ownership of the Shares, if the terms of the Agreement are fully and properly executed by him during the specified period; |
| **«Agreement»** | present Sale and Purchase Agreement, including also the annexes thereto, with all amendments and additions being inseparable parts of the Agreement; |
| **«Special conditions secure performance Agreement»** | A tripartite agreement concluded between the Purchaser, the Seller and the Company in the form in accordance with Appendix 1 to this Agreement, which is an integral part of the Agreement; |
| **«Shares»** | 40 (forty) percent of the block of shares owned by the National Atomic Company Kazatomprom JSC, from the total number of shares in the Caustic Joint-Stock Company, which in quantitative terms is 2,400,000 (two million four hundred thousand) common shares; |
|  |  |
| «**Closure**» | the actions of the Parties necessary to transfer ownership of the Shares provided in clause 7.2 of this Agreement; |
| **Date of closure** | The date of transfer of shares ownership as defined in clause 7.1 of this Agreement; |
| «**Company**» | Caustic Joint-stock company, registered as a legal entity under the laws of the Republic of Kazakhstan, business identification number 020840001585, certificate of state registration of legal entity No. 10674-1945-AO of 28.06.2004. Located at the address: Republic of Kazakhstan, Pavlodar region, 140000, Pavlodar, Northern industrial zone. |
| **«Confidential information»** | the information specified in clause 11.9 of this Agreement; |
| **«Entity»** | any private or legal person (with the exception of State bodies exercising control and Supervisory functions within the limits of their authority); |
| **«Purchase price»** | Price of Shares, specified in clause [2.2](#page4) of this Agreement; |
| «**Preliminary conditions**» | Closure preconditions set out in clause 5 of the Agreement and being obligatory for the Parties, implementation of which is a condition for Closure; |
| **«Workday»** | The day in which the second-tier banks are open to work in the Republic of Kazakhstan; |
|  |  |

1. **ACT OF PURCHASE AND SALE AND DEBT REPAYMENT**
2. **Act of Purchase and Sale**

In accordance with the terms of this Agreement, the Seller undertakes to transfer the Shares into the ownership of the Purchaser, and the Purchaser undertakes to accept the Shares from the Seller and pay them on the terms of this Agreement. The right to ownership of the Shares transfers to the Purchaser from the moment of making corresponding entry in the register of The Integrated Securities Registrar JSC.

The Purchaser has examined the activities and documents of the Company and will not subsequently lay claims against the Seller regarding the actions or circumstances prevailing in the Company in connection with it or with respect to it until the date of signing the Agreement (purchase on an "as is" basis).

1. **Purchase Price**

The Purchase Price of the Shares is [purchase price amount] of tenge excluding VAT ("**Purchase Price**").

1. **Taxes and other obligatory payments**

Each Party independently fulfills the corresponding obligations to pay all taxes and other mandatory payments to the budget in connection with the conclusion and execution of this Agreement, payable by it in accordance with the legislation of the Republic of Kazakhstan.

1. **Procedure of Purchase Price payment**

Payment for the Purchase Price shall be made by the Purchaser within 15 (fifteen) calendar days after the fulfillment of the Preliminary conditions, as well as the fulfillment of subclause 4.7.7 of clause 4.7 of this Agreement. The guarantee deposit is included in the Purchase Price.

1. **Share transfer**

Registration of the shares ownership transfer is subject to paragraph 2.1 of the Agreement, within 2 (two) Workdays after payment of the Purchase Price by signing by the authorized representatives of the Parties of counter orders for writing off / crediting the Shares from the personal account of the Seller and transferring the Shares to the personal account of the Purchaser; Receipt of a report from The Integrated Securities Registrar JSC on writing off / crediting of Shares.

1. **REPRESENTATIONS AND WARRANTIES OF THE SELLER**
2. The Seller provides representations and warranties to the Purchaser that are valid as of the date of this Agreement and as of the Closure Date.
3. **Obligations under warranties**
4. The Seller has no right to perform or refrain from doing any actions if such actions or inaction can lead to any of the Seller's warranties or assurances being violated or becoming misleading at any point in time before the closure date (inclusively).
5. The Seller is obliged to provide the Purchaser in writing all information on any circumstance that will or may lead to violation of any of the warranties or representations of the Seller, or which is or may become irrelevant to any of the warranties or representations of the Seller, within 3 (three) Workdays after such circumstance becomes known to the Seller (including its employees, advisers and representatives) until the Closure Date (inclusive).
6. Each of the warranties or representations of the Seller are separate and independent.
7. **Registration and Proper executions**
8. The Seller is a legal entity duly registered and legally existing under the laws of the Republic of Kazakhstan. The Seller's data set forth in the preamble of the Agreement are true and accurate.
9. The Seller has the necessary rights and authority to conclude and execute this Agreement, to fulfill obligations under the Agreement and to execute all transactions provided for in this Agreement.
10. This Agreement was duly concluded by the Seller and constitutes a legal and valid obligation of the Seller in accordance with its terms and conditions.
11. **Consequences of the Agreement**

Neither the conclusion, nor the performance of this Agreement by the Seller, nor the performance of a transaction provided for by the Agreement, (i) does not violate or will not violate any provision, obligation or document by which the Seller is liable; (ii) does not violate or will not violate the performance of obligations under any agreement or does not grant or will not grant rights to a third party (or require the consent or refusal of a third party) under contracts to which the Seller is a participant.

1. **Absence of litigation**

The seller confirms that there are no legal claims against him or disputes with his participation that may prevent or significantly delay the execution of transactions provided for in this Agreement.

1. **Shares**
   * 1. Shares are duly registered and fully paid by the Seller.
     2. Shares are free from any encumbrances, except for those that the Purchaser was notified about before the conclusion of this Agreement. There are no other rights, orders, agreements of any kind for the acquisition of the Shares from the Seller, as well as other similar restrictions with regard to the right to dispose of the Shares by the Seller.
     3. After fulfilling all the Preliminary conditions provided for in this Agreement, payment of the Purchase price in full, as well as crediting of the Shares to the personal account of the Purchaser, the Purchaser will receive ownership of the Shares free from encumbrances and claims of third parties, as provided in this Agreement.
2. **Financial stability**
   * 1. The Seller is not at the stage of bankruptcy, liquidation, management of shares in connection with insolvency, or rehabilitation procedure of any kind or other similar procedure.
     2. In respect to the Seller there is no moratorium, interim or temporary observation by a court or a person appointed by the court, or other similar proceedings.
3. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**
4. The Purchaser provides representations and warranties to the Seller that are valid as of the date of this Agreement and as of the Closure Date.
5. **Obligations under warranties**
6. The Purchaser has no right to perform or refrain from doing any actions if such actions or inaction can lead to any of the Purchaser's warranties or assurances being violated or becoming misleading at any point in time before the closure date (inclusively).
7. The Purchaser is obliged to provide the Seller in writing all information on any circumstance that will or may lead to violation of any of the warranties or representations of the Purchaser, or which is or may become irrelevant to any of the warranties or representations of the Purchaser, within 3 (three) Workdays after such circumstance becomes known to the Purchaser (including its employees, advisers and representatives) until the Closure Date (inclusive).
8. Each of the warranties or representations of the Purchaser are separate and independent.
9. The Parties consider the warranties and representations of the Purchaser and their provision by the Purchaser as essential terms of this Agreement, as well as the obligations of the Purchaser, on the basis of which the Seller has agreed to the terms of this Agreement and its conclusion. In the event of violation of the warranties and representations of the Purchaser, the Purchaser shall make up the Seller for any and all losses incurred as a result of or in connection with such breach.
10. **Registration and proper execution**
11. The Purchaser is a legal entity duly registered and legally existing under the laws of [*name of the domestic country of the Purchaser*]. The Purchaser's data, set out in the Agreement is true and accurate.
12. The Purchaser has the necessary rights and authority to conclude and execute this Agreement, to fulfill the obligations under the Agreement and to execute all transactions provided for in this Agreement.
13. The Purchaser as of the Closure Date in the cases provided for by the legislation of the Republic of Kazakhstan and / or applicable to the Purchaser by national legislation and its constituent documents received all state and corporate approvals, permits, clearances, sanctions, licenses, certificates, warrant certificates and other similar documents, as well as he sent the notifications necessary for the conclusion and proper execution of this Agreement, for the performance of obligations under the Agreement and the execution of all transactions, provided for by this Agreement.
14. The Purchaser as of the Closing Date has received all necessary corporate decisions provided for by the applicable law and its constituent documents necessary for the acquisition of the Shares, including the decision to approve and / or commit a major transaction or transaction in which there is an interest (if applicable).
15. This Agreement was duly concluded by the Purchaser and constitutes a legal, valid and compulsory obligation of the Purchaser in accordance with the terms of this Agreement.
16. **Consequences of the Argeement**
17. Neither the conclusion, nor the performance of this Agreement by the Purchaser, nor the performance of a transaction provided for by the Agreement, (i) does not violate or will not violate any provision, obligation or document by which the Purchaser is liable; (ii) does not violate or will not violate the performance of obligations under any agreement or does not grant or will not grant rights to a third party (or require the consent or refusal of a third party) under contracts to which the Purchaser is a participant; (iii) does not violate the provisions of the constituent documents of the Purchaser.
18. **Absence of litigation**

The Purchaser confirms that there are no and can not arise any legal claims in regard of him or disputes with his participation that may prevent or significantly delay the execution of transactions and the fulfillment of the obligations provided for in this Agreement.

1. **Financial stability**
2. The Purchaser is not at the stage of bankruptcy (or any process related to bankruptcy), liquidation, management in connection with insolvency, or rehabilitation procedure of any kind or other similar procedure.
3. In respect to the Seller, there is no moratorium, interim or temporary observation by a court or a person appointed by the court, or other similar proceedings.
4. By the Closing Date, the Purchaser will provide sufficient monetary funds to fulfill its obligations to pay the Purchase Price.
5. **Special conditions of disposition of Shares**

The Purchaser undertakes to ensure strict observance of the special conditions prescribed below:

1. undiminishing of the current staffing level of the Company's personnel is not reduced within 1 (one) year;
2. maintaining the Company's business profile for 1 (one) year;
3. non-deterioration within 1 (one) year of the current conditions specified in the concluded labor contracts between the Company and its employees, including the current level of wages;
4. fulfillment of obligations under current long-term and short-term contracts of the Company on the sale of goods, works and services;
5. preservation of existing prices for manufactured products for the group of companies of NAC Kazatomprom JSC within 1 (one) year;
6. providing the group of companies JSC NAC Kazatomprom with an annual volume of at least 8000 tons of scaled soda and 1500 tons of liquid caustic within 1 (one) year;
7. ensuring the further performance of obligations under the Bank Loan Agreement No.01Сог/321 of August 31, 2006 concluded between Caustic JSC and “Eximbank Kazakhstan” JSC or a written commitment to ensure the prompt early repayment of the loan of Caustic JSC under the Credit line agreement No. 01Сог/321 dated August 31, 2006, concluded between Caustic JSC and “Eximbank Kazakhstan” JSC;

Securing further fulfillment of obligations under the Credit line agreement №КИ 132-S/08 dated February 14, 2008, concluded between Caustic JSC and “Development Bank of Kazakhstan” JSC or a written commitment to ensure the prompt early repayment of the loan of Caustic JSC under the Credit line agreement №КИ 132-S/08 dated February 14, 2008, concluded between Caustic JSC and “Development Bank of Kazakhstan” JSC;

Signing of additional agreements to the specified agreements (if necessary);

1. The asset will be transferred to the ownership of the Purchaser after fulfilling the following obligations by signing counter orders for writing off / crediting shares:

а) full payment of Asset volume;

б) Submission to NAC Kazatomprom JSC of documents confirming the fulfillment of the criteria for the disposition of the Shares, set out in paragraph 7 of this Appendix.

1. **Other representations and warranties of the Purchaser**
   * 1. The Purchaser hereby warrants that all information provided to them in the course of participation in the tender is complete, accurate and authentic.

**5.** **PRELIMINARY CONDITIONS**

Until the Closure Date the Purchaser undertakes to:

1. In cases stipulated by the legislation of the Republic of Kazakhstan and/or applicable law to obtain all state and corporate approvals, permits, clearances, sanctions, licenses, certificates, warrant certificates and other similar documents, as well as he sent the notifications necessary for the conclusion and proper execution of this Agreement, for the performance of obligations under the Agreement and the execution of all transactions, provided for by this Agreement.
2. Obtain all necessary corporate decisions provided for by applicable law and its constituent documents necessary for the acquisition of Shares, including the decision to approve and/or commit a major transaction or transaction in which there is an interest (if applicable).

Until the Closure Date the Seller undertakes to:

1. In cases stipulated by the legislation of the Republic of Kazakhstan and/or applicable law to obtain all state and corporate approvals, permits, clearances, sanctions, licenses, certificates, warrant certificates and other similar documents, as well as he sent the notifications necessary for the conclusion and proper execution of this Agreement, for the performance of obligations under the Agreement and the execution of all transactions, provided for by this Agreement.
2. In the cases established by the legislation, obtain the permits and approvals necessary for the disposal of the Shares, except for those permits and approvals, as well as information, obtained as a result of the Tender;
3. Before the Closure, the Parties undertake to jointly ensure the fulfillment of the following conditions:
   * 1. Ensure conclusion of the Agreement on the enforcement of special conditions for the acquisition of a 40% of shares in NAC Kazatomprom JSC in Caustic JSC between the Purchaser, the Seller and the Company in accordance with Appendix No. 1 to this Agreement, which is an integral part of it;
     2. The Parties undertake to assist each other in the implementation of the Preliminary conditions set forth in this Agreement, including the provision of all necessary documents and materials. The assistance specified in this paragraph under no circumstances can imply an obligation to provide any of the Parties with financial or material assistance in any form.
4. The Parties, by mutual agreement, have the right to refuse the need to fulfill any of the Preliminary conditions specified in this Agreement
5. **OBLIGATIONS OF THE PARTIES**
   1. **Obligations of the Seller:**
6. Within 2 (two) workdays after payment of the Purchase Price, submit an order to write off the Shares from the personal account.
7. Receive a report from The Integrated Securities Registrar JSC on writing off/crediting Shares to the account;
8. Properly fulfill its obligations under this Agreement;
9. **Obligations of the Purchaser:**
10. Within 2 (two) workdays from the date of payment of the Purchase Price, submit an order for transfer of Shares to the personal account;
11. Receive a report from The Integrated Securities Registrar JSC on writing off/crediting Shares to the account of Purchaser;
12. Properly fulfill its obligations under this Agreement.
13. In the event that the Shares are sold to a third party within 1 (one) year from the Closure Date, provide in the Sale and Purchase agreement for the buyer's obligations to fulfill special conditions for the disposition of the Shares specified in clause 4.7 of this Agreement, as well as its liability for non-performance and (or) improper performance of special conditions for the disposition of Shares in the amount provided for in this Agreement.
14. As the Special Conditions for the implementation of the Shares specified in clause 4.7 of this Agreement are fulfilled, send written information to the Seller with the provision of relevant copies of all supporting documents related to the performance of the terms of the Agreement on a quarterly basis.
15. **CLOSURE AND ACTIONS AFTER CLOSURE**
16. **Closure**

Closure of the transaction is carried out in the order established by this Agreement.

1. **Actions for closure**
2. Full payment by the Purchaser of the Purchase Price;
3. The writing off of Shares from the personal account of the Seller;
4. Transfer of Shares to the Purchaser's Account;
5. Receive a report from The Integrated Securities Registrar JSC on writing off/crediting Shares.
6. **Purchaser's actions after the Closure**
   * 1. ensure the fulfillment of the special conditions provided for in clause 4.7 of the Agreement;
7. **TERMINATION OF AGREEMENT**
8. This Agreement may be amended or terminated by a court decision on the grounds and in the manner established by the legislation of the Republic of Kazakhstan.
9. The Seller has the right to cancel the Agreement unilaterally at any time in the following cases:
10. If the Closure is failured due to the non-performance of the Preliminary conditions, which occurred not through the fault of the Seller within 90 (ninety) calendar days from the date of this Agreement;
11. Violation by the Purchaser of the provisions of this Agreement;
12. Failure to comply with the conditions specified in subclause 4.7.7 of clause 4.7 within 90 (ninety) calendar days from the date of this Agreement;
13. In the cases provided for in clause 8.2, this Agreement shall be deemed terminated from the date specified in the relevant notice of the Seller, but not earlier than the date of its sending to the Purchaser.
14. Unilateral refusal to perform the terms of this Agreement is not allowed, except for cases provided for in this Agreement.
15. **LIABILITY OF THE PARTIES**
16. For non-fulfillment and / or improper performance of this Agreement, the Parties bear responsibility in accordance with the legislation of the Republic of Kazakhstan and this Agreement.
    * 1. In case of delay in payment for the Purchase Price, the Purchaser, on demand of the Seller, shall pay the Seller a penalty at the rate of *0.1 (zero point one*) percent from the Purchased Price for each day of delay;
      2. The Purchaser is responsible for the non-fulfillment and (or) improper performance by the third party of the special conditions for the disposal of the Shares specified in clause 4.7 of this Agreement, in the event of the disposal of Shares, in accordance with sub-clause 6.2.4 of Clause 6.2. of this agreement.
17. **LIMITATION OF LIABILITY**
18. **Circumstances of force majeure**
19. The occurrence of force majeure circumstances that prevent the performance of obligations under this Agreement by one of the Parties, the Party is obliged to notify the other Party in writing not later than 5 (five) calendar days from the date of occurrence of such circumstances. At the same time, the term of performance of obligations under this Agreement is postponed proportionally to the time during which such circumstances acted.
20. Authorized bodies and/or organizations must document the fact of occurrence of force majeure circumstances.
21. Force majeure circumstances include, but are not limited to: earthquakes, floods, hurricanes, fires and other natural disasters, technological disasters, epidemics, military actions, emergency situations, decisions taken by government bodies and other circumstances that are beyond reasonable control of the Parties and can not be foreseen by the Parties acting reasonably and in good faith.
22. Circumstances caused by intentional and / or guilty actions and / or inaction of the Parties, their employees and / or affiliates can not be deemed as Force majeure.
23. If force majeure circumstances impede the fulfillment of obligations within two (2) consecutive months, the Parties must begin negotiations regarding the modification and / or supplementation of the terms of this Agreement or the termination of the Agreement by mutual agreement of the Parties.
24. **Limitation of Purchaser's Liability**
25. In the event that the Seller has grounds to demand compensation for any losses, costs or expenses under the various provisions of this Agreement in respect of the same event, the Parties confirm their agreement and understanding with the fact that, in the event of compensation for such expenses, costs or losses, the Seller shall not be entitled to demand compensation from the Purchaser for the same event more than once, despite the fact that the grounds for claiming compensation for such losses, costs or expenses are based on more than one provision of this Agreement.
26. **Limitation of Seller's Liability**
27. The Seller's liability for any claim or claims made by the Purchaser in accordance with the Agreement is limited to actual direct losses. The Seller shall not be liable for loss in production, lost profits, lost profits or any other incidental or consequential damages of the Purchaser.
28. **OTHER PROVISIONS**
29. **Spendings**

Regardless of the fulfillment of obligations provided for in this Agreement, and unless otherwise expressly provided in this Agreement, both the Purchaser and the Seller pay their own costs and expenses, the service costs independently, as well as the costs of their lawyers, evaluators, auditors and other service providers incurred in connection with the transactions provided for in this Agreement. The Purchaser, at his own expense, pays for the expenses and services of third parties associated with the transfer of ownership of the Shares.

1. **Applicable legislation and settlement of disputes**

This Agreement is governed and interpreted in accordance with the legislation of the Republic of Kazakhstan. All disputes, disagreements or claims that may arise out of or in connection with this Agreement, including its signing, execution, violation, termination or invalidation shall be referred to the Specialized Inter-District Economic Court of Astana.

1. **Amendments and/or Additions**

Amendments and/or additions to this Agreement shall be made in the same form as this Agreement was concluded and signed by duly authorized representatives of the Parties.

1. **Binding force**

All the terms and conditions of this Agreement are binding upon the Parties, as well as their respective successors. The Parties hereby confirm the common understanding that each of the Parties enters into this Agreement, relying on the guarantees and assurances of the other Party contained in the text of this Agreement.

1. **Assignment**

No Party has the right to assign its rights and obligations under this Agreement to all or part of a third party without the prior written consent of the other Party.

1. **Separability**

If any provision of this Agreement proves to be unenforceable or invalid under applicable law, such provision shall cease to be effective only to the extent that it can not be applied or is invalid. The remaining provisions of this Agreement remain valid in full.

If any provision of this Agreement is declared invalid, the Parties shall make every possible effort, including signing any necessary amendments and / or additions to this Agreement, in order to achieve the initial agreements of the Parties under this Agreement to the maximum possible extent.

1. **Agreement copies**

This Agreement is made and signed in 3 (three) copies, having equal legal force, two copies for the Seller and one copy for the Purchaser.

1. **Language**

This Agreement and any additions or amendments thereto shall be made in Kazakh and Russian. If there are contradictions in the Kazakh and Russian texts, the text in Russian will prevail..

1. **Confidentiality**
2. The Purchaser has no right to disclose to any third party or use for any purposes, except for the performance of this Agreement, any information and / or documentation relating to the Seller and / or the Company, received by the Purchaser in connection with participation in the Tender and / or the conclusion and / or execution of this Agreement.
   * 1. The Seller does not have the right to disclose to any third party the information designated by the Purchaser as confidential information that the Seller receives from the Purchaser with respect to the plans and / or activities of the latter in connection with the conclusion and / or execution of this Agreement.
     2. The provisions of subparagraphs 11.9.1 and 11.9.2 of clause 11.9. of this Agreement shall not apply in the following cases:
        1. in the event of obtaining the expressed prior written consent of the Party concerned,
        2. where this may be required in accordance with the requirements of applicable law, existing accounting rules or in connection with the adoption of an appropriate decision by a court of competent jurisdiction or at the request of the competent authority;
        3. when information and / or documentation is transmitted to the consultants of the party concerned;
        4. in cases where this is expressly permitted by this Agreement.

11.9.4. The provisions of this clause 11.9. do not apply to information that:

1. are publicly available by the time they are used or disclosed;
2. Become public (otherwise than through their unauthorized disclosure or use); or
3. Are provided to the Party by a third party who has lawfully received such information and has the right to distribute or use such information to third parties.
4. The Parties will take all available measures to ensure that their respective advisors, accountants, consultants, employees, agents and representatives, subject to the provisions of this Agreement, preserve the confidentiality of the information they have received and do not use them for any other purposes, apart from performance of this Agreement.
5. Prior to the transfer of information, the Party concerned shall ensure the conclusion of a confidentiality agreement with each of such third parties. Such a confidentiality agreement should provide for conditions similar to the relevant provisions of this Agreement.
6. In the event of the termination of this Agreement, each Party shall return to the other Party all documentation, materials containing information that previously was at its disposal or under its control and which it received from the other Party.
7. The Purchaser agrees that the Seller has the right to disclose information on the Agreement to the Samruk-Kazyna JSC and its affiliated legal entities, including, but not limited to, information about the details and details of payment, by sending statements by the counterparty banks servicing the Seller through a secure data channel in the informational and analytical system of Samruk-Kazyna JSC using the required communication channel protocols.
8. **Confidentiality period**

Obligations of the Parties to comply with the confidentiality provisions set forth in clause 11.9 of this Agreement shall remain in force for 5 (five) years after the termination of this Agreement.

1. **Sole Agreement**

This Agreement, as well as the annexes thereto, constitute an integral and unified agreement of the Parties. All oral and written agreements of the Parties, correspondence, records on the results of negotiations and other documents signed by the Parties regarding the subject of this Agreement and the Appendices to the Agreement shall cease to be effective from the date of signing by the authorized representatives of the Parties to this Agreement and the Appendices thereto.

The provisions of this paragraph shall not apply to claims, applications, proposals, protocols and other documents drawn up during the course of tenders and preparation for them.

1. **Notifications**

All notifications and other correspondence under this Agreement shall be executed in writing in Kazakh and / or Russian, and (unless written indication of any other method of transfer is provided or in the absence of any other method accepted by the receiving Party) are deemed valid and in force:

(i) when hand-delivered personally, including when airmail delivery of express courier service; Or (ii) on the date of receipt specified in any notice of service, if transferred to the postal service, certified or registered with a request for notice of delivery and postal expenses were fully prepaid, addressed to the recipient at the principal address of the Party.

Any notice received after normal working hours at the delivery point will not be deemed delivered until the next Workday.

Unless otherwise indicated by means of a notification, the addresses specified in paragraph 11.14 of this Agreement shall be used to forward any notifications and messages under this Agreement.

1. **Agreement validity period**

This Agreement shall enter into force on the date of its signing by the authorized representatives of the Parties, in the cases, specified by the national legislation of the Parties, procurement of the authorization and approval of the state bodies of the Parties necessary for alienation and acquisition of Shares, and adoption of decisions on its conclusion by the authorized bodies of the Parties in accordance with the requirements of national legislations and constituent documents of the Parties and ceases to be effective after full and proper execution of all obligations of the Parties by this Agreement.

1. **Requisites of the Parties**

|  |  |
| --- | --- |
| **Purchaser** | **Seller**  **NAC Kazatomprom JSC**  TIN 181600039479  RCBIN 970240000816  Beneficiary code 16,  *Beneficiary address:*  010000, Astana,  10 Kunayev str.  *Account number in KZT:*  KZ356010131000049659  *BIC/SWIFT of beneficiary bank:* HSBKKZKX  *Name of beneficiary bank:*  “Halyk Bank” JSC  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Seal** |

|  |  |
| --- | --- |
| **On behalf of the Purchaser** | **On behalf of the Seller** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: *[Printed name of the Purchaser (representative)]* | Name: *[Printed name of the Seller representative]* |

**Appendix №1 to the Sale and Purchase Agreement for a 40% of shares of NAC Kazatomprom JSC in Caustic JSC between NAC Kazatomprom JSC, [name of the Buyer] and Caustic JSC**

**Agreement on secure performance of special conditions of acquisition of a 40% of shares of NAC Kazatomprom JSC in Caustic JSC**

This Agreement on secure performance of special conditions for the acquisition of a 40% of shares of NAC Kazatomprom JSC in Caustic JSC (hereinafter referred to as the "Agreement") was concluded \_\_\_\_\_\_\_\_ 2017 between:

1. **National Atomic Company Kazatomprom Joint Stock Company**

A legal entity established and operating under the laws of the Republic of Kazakhstan located at the address specified in this Agreement in the person of Chief Executive Officer for providing business, a member of the Board of Absattarov Kairat Bektayevich acting on the basis of power of attorney No. 146-D of June 29,2017(hereinafter referred as to the-

1. «**Seller**»); and
2. [name of the Purchaser], a legal entity established and acting under the law of [\_\_\_\_\_\_] located at the address specified in this Agreement, represented by [specify the assignment] [insert name] acting on the basis of [the Charter] (hereinafter referred to as the -

**«Purchaser»**),and

1. **Caustic Joint Stock Company,** a legal entity established and operating under the laws of the Republic of Kazakhstan, located at the address specified in this Agreement, in the person of [specify the assignment] [insert name] acting on the basis of [the Charter] (hereinafter referred as to the " Company"),

The Purchaser, the Seller and the Company, hereinafter collectively referred to as the "Parties" and individually as the "Party" or as specified above,

Pursuant to the Sale and Purchase Agreement on 40% of shares of NAC Kazatomprom JSC in JSC Caustic No. \_\_\_\_\_\_ dated [\_\_\_\_\_\_] 2017 concluded between the Purchaser and the Seller (hereinafter referred to as the "**Sale and Purchase Agreement**"),

The Parties have concluded this Agreement as follows.

1. This Agreement is aimed at ensuring the fulfillment by the Purchaser of special conditions for the acquisition of a 40% of shares of NAC Kazatomprom JSC in Caustic JSC (hereinafter referred to as the Shares) provided for in Appendix No. 2 of the Sale and Purchase Agreement (hereinafter referred as to the Special Conditions).
2. Taking into account the fact that some of the Special Conditions are to be executed not directly by the Purchaser, but by the Company as a separate legal entity (subject of administrative, civil-law and labor relations), the Purchaser undertakes, within the framework of applicable legislation and the Company's constituent documents, within Term of performance of the Special Conditions established by the Sale and Purchase Agreement, to ensure the fulfillment of the Special Conditions both by the Company itself and its bodies (officials).
3. The Purchaser and the Company hereby undertake to strictly follow and ensure the proper implementation of the Special Conditions, based on the following:
4. In so far that the relevant Special Condition includes the obligation to implement (perform) certain actions, the Purchaser and / or the Company is obliged to implement (perform) such actions;
5. In so far as the relevant Specific Condition includes the obligation to refrain from performing (implementing) certain actions, the Purchaser and / or the Company shall be obliged to refrain from performing (implementing) such actions;
6. In so far as the relevant Special Condition includes the obligation to achieve a certain result, the Purchaser and / or the Company is obliged to achieve such a result;
7. in so far that the relevant Particular Condition implies the obligation to make the greatest possible effort in the performance (implementation) of any action, the Purchaser and/or the Company shall undertake efforts that might be similar to reasonably undertaken by his reasonably and in good faith analogous to in the same circumstances.
8. The Purchaser and / or the Company undertake to inform the Seller in writing about any and every failure to perform and / or improper execution of any of the Special Conditions or the threat of their non-fulfillment or improper performance within 5 (five) workdays from the occurrence of the fact or threats.
9. In the case of improper performance and / or failure to comply with the Special Conditions or Conditions of this Agreement by the Purchaser and / or the Company, the Seller shall charge and demand, and the Purchaser undertakes to pay not later than 5 (five) workdays from the receipt of the Seller's requirements (invoice) the following Fine (penal sum):
   1. With regard to the Special Conditions, specified in the Agreement, about providing for the non-reduction of the current staffing level of the Company's personnel within 1 (one) year of signing by the Parties of this Agreement:

* In the event of non-fulfillment and / or improper fulfillment of the terms and conditions, the Purchaser is obligated to pay the Seller a fine of 0.15% of the purchase price established by the Contract (hereinafter - the Purchase Price), as well as a fine of 0.05% for each 1% of the changed total number of Employees of the Company.
  1. With respect to the Special Conditions providing for the maintenance of the Company's business profile within 1 (one) year from the date of \_\_\_\_\_\_\_ specified in the Agreement:
* In the event of failure to perform and / or improper fulfillment of the terms and conditions, the Purchaser is liable to pay the Seller a penalty of 15% of the Purchase Price.
  1. In respect of the Special Conditions providing for non-deterioration of the current conditions specified in the concluded employment contracts between the Company and its employees, including the current level of wages within 1 (one) year from the date of \_\_\_\_\_\_:
* In the event of failure to perform and / or improper fulfillment of the terms and conditions, the Purchaser is liable to pay the Seller a penalty of 15% of the Purchase Price.
  1. With regard to the Special Condition providing for the maintenance of existing prices for manufactured products for the Group of Companies of the Seller within 1 (one) year from the date of \_\_\_\_\_\_ specified in the Agreement:
* In the event of failure to perform and / or improper performance of the condition after the conclusion of the Agreement, the Purchaser shall pay the Seller a penalty in the amount of 15% of the Purchase Price;
  1. With regard to the Special Condition specified in the Agreement, providing for the provision to the Group of Companies of the Seller an annual volume of at least 8,000 tons of scaled soda and 1,500 tons of liquid caustic within 1 (one) year from the date \_\_\_\_\_\_\_\_\_\_\_:
* In the event of failure to perform and / or improper fulfillment of the terms and conditions, the Purchaser is liable to pay the Seller a penalty of 15% of the Purchase Price.
  1. In respect of the Special Condition specified in the Agreement, providing for the fulfillment of obligations under the Company's current long-term and short-term contracts for the sale of goods, works and services:
  + In the event of failure to perform and / or improper fulfillment of the terms and conditions, the Purchaser is liable to pay the Seller a penalty of 0,2% of the Purchase Price.

1. The Purchaser and the Company shall not be liable for failure to perform and / or improper performance of the Special Conditions or other obligations under this Agreement that occurred as a result of causes beyond their reasonable control, including but not limited to natural phenomena, fires, epidemics, Government restrictions, wars, riots, earthquakes, storms and floods (hereinafter referred to as the "**Force Majeure**").

Events (actions) arising from actions (inaction) of the Parties, their employees and / or affiliated persons are not recognized as Force majeure under no circumstances.

1. This Agreement shall come into force from the date of its signing by the authorized representatives of the Parties and shall be valid until full and proper performance by the Parties of all obligations assumed.
2. Unilateral refusal of the Party to perform this Agreement and / or any of the obligations undertaken is not allowed.
3. This Agreement is made and signed in 3 (three) copies, in Kazakh and Russian languages, having equal legal force, one for each Party.
4. Disputes and disagreements arising in the course of fulfillment of obligations under the Agreement shall be resolved through negotiations between the Parties, and, if dispute is not agreed, it shall be brought into the Specialized Inter-District Economic Court of Astana (contractual jurisdiction).
5. This Agreement is mandatory and acts in the interests of the Parties and their respective successors and eligible assignees.
6. Neither Party can entitle to assign or otherwise dispose its rights and obligations under this Agreement to any third party without the prior written consent of the other Parties.
7. In the event that any provision of this Agreement becomes invalid, illegal or unenforceable for any reason or decision of the judicial authorities, the other terms and conditions of this Agreement shall remain valid and have full force and effect.

In the event that it is determined that any provision or clause is invalid, illegal or impossible to enforce, the Parties shall in good faith agree the conditions for introducing changes and additions to this Agreement with a view to achieving the initial agreements of the Parties under this Agreement, to the maximum extent possible.

1. **Requisites and signatures of the Parties:**

|  |  |
| --- | --- |
| **Purchaser** | **Seller**  **NAC Kazatomprom JSC**  TIN 181600039479  RCBIN 970240000816  Beneficiary code 16,  *Beneficiary address:*  010000, Astana,  10 Kunayev str.  *Account number in KZT:*  KZ356010131000049659  *BIC/SWIFT of beneficiary bank:* HSBKKZKX  *Name of beneficiary bank:*  “Halyk Bank” JSC  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Seal.** |

|  |  |
| --- | --- |
| **On behalf of the Purchaser** | **On behalf of the Seller** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: *[Printed name of the Purchaser (representative)]* | Name: *[Printed name of the Seller representative]* |

***Appendix №4***

***to the Tender documentation***

**TENDER APPLICATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby (hereinafter (jointly) referred to as the "Applicant") declare (s) its intention to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (specify bidding method)

on sale of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred

(to indicate the full name and location of the sold asset or object in accordance with the Tender Notice)

to as the «Tender»)

Having considered the published Tender Notice from \_\_\_\_\_\_\_\_\_\_\_\_\_ and having read the Uniform Rules for the Implementation, Restructuring of Assets and Objects by the National Welfare Fund Samruk-Kazyna Joint Stock Company and organizations, more than fifty percent of voting shares (participatory interests) of which are directly or indirectly owned by Samruk- Kazyna JSC on the right of ownership (hereinafter referred to as the "Rules"),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(full name of a private person or the name of a legal entity and the full name of head or authorized representative of a legal entity acting on the basis of a power of attorney)

wishes to take part in the Tender, which will take place "\_\_\_" \_\_\_\_\_\_\_\_\_\_ 2017 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify the address of holding the Tender if the Tender is conducted by non-electronic means)

The Applicant provided his participation in Tender with one of the following methods:

A guarantee deposit for participation in the Tender in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) tenge was paid(in figures)                                                   (in letters)

to the account of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the «Company») (insert the name of the owner of the asset / object)

Account details

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment destination code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Beneficiary code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Code of the institution \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payment document № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Payment document date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

or

bank guarantee from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ was issued  (bank name)

dated «\_\_» \_\_\_\_\_\_\_\_\_\_\_\_ 2017 in amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ tenge

(in figures and in words)

1. The Applicant hereby confirms his acquaintance that the persons specified in the relevant clause of the Rules are not subject to registration as a Tender participant.
2. The Applicant hereby expresses its full and irrevocable consent that if the Applicant does not meet the Tender requirements, the Applicant is deprived of the right to participate in the Tender and recognizes the invalidity of the protocol signed by the Applicant (or on his behalf) on the results of the Tender and the relevant Sales and Purchase Agreement.
3. In the case of the determination as the winner of the Tender, the Applicant hereby undertakes to fulfill the obligations:
4. to sign a statement on the results of the Tender on the day they are held, if another period is specified in the Rules or Tender Notice and sign a Sales and Purchase Agreement with respect to the asset / object sold within the period provided for by the statement on the results of the Tender on terms determined in the course of Trades and in accordance with the extended draft contract and the Tender proposal or competitive application (in case of participation in the tender) at the price and on terms proposed by the Applicant or for which the Applicant, in the course of the Tender, has expressed his consent (directly or through an authorized representative);
5. to carry out procedures for obtaining the necessary permission and approval of state agencies in cases specified by law, for the sale of an asset or an object including those provided for by the Laws "On Competition" and other regulatory legal acts.

Economic concentration, committed without the consent of the antimonopoly authority, which led to the establishment or strengthening of the dominant or group of persons and (or) restricting competition, may be declared invalid by the court on the suit of the antimonopoly authority.

1. The applicant hereby expresses his full and irrevocable agreement that the amount of the guarantee deposit paid by the Applicant is not returned and remains with the Company in cases:
2. refusal to participate in the Tender after the deadline for submitting applications for participation in the Tender;
3. by decision of the Committee, as provided for by the Rules, in the event of violation of the Rules or in connection with a violation of the procedure and conditions for Tender conduction, interfering with or impeding the conduct of Tender;
4. in the event of failure to submit a Tender proposal or Tender application at a set date;
5. If the conditions of the tender proposal submitted by the Applicant or the Tender application are not in accordance with the minimum requirements, in accordance with the criteria specified in the Tender Notice for the evaluation of proposals sent under the provisions of the Rules within the competition for the implementation of the Asset;
6. in case of refusal to sign the report on the results of the Tender or from the signing of the Sale and Purchase Agreement.
7. in case of non-performance or improper performance of obligations under the Sales and Purchasing Agreement;
8. in other cases provided for by these Rules.
9. This application is a form of expressing the full and irrevocable consent of the Applicant to participate in the Tender on terms and conditions set forth in the Rules and Tender Notice from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, published in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (sent to the Applicant \_\_\_\_\_\_\_\_\_\_\_\_\_ year).
10. The Applicant herewith confirms that there is no liquidation, the court decision to declare bankruptcy and / or initiation of bankruptcy procedures or other similar procedures decision in respect of the Applicant, the absence of a decision to suspend the activities of the applicant in the manner prescribed by law;
11. This application, together with the record on the results of the Trades, shall have the force of a contract valid until the conclusion of the Sale and Purchase Agreement.
12. Together with this application, further information should be provided, in accordance with clause 5 of the Tender documents, as well as other applicable provisions of the Rules.

**For the legal entity:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of the director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number (fax):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account details:

IIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RCBIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficiary code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachments to the application:

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the private person:**

Printed name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal data

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number (fax):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account details:

IIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RCBIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficiary code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachments to the application:

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)           (full name of a private person or the name of a legal entity and the full name of head or authorized representative of a legal entity acting on the basis of a power of attorney)

«\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ .

Seal.

Accepted «\_\_\_» \_\_\_\_\_\_\_\_\_\_ 201 \_\_ . \_\_\_ hours \_\_ minutes.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (signature)                                                (full name of the person who accepted the application)

***Appendix №5***

***to the Tender Documentation***

|  |  |
| --- | --- |
| *To:* | **NAC Kazatomprom JSC** |
| *From:* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(case name or printed name of an entity, BIN/IIN, address of registration and residing, contact details: phone numbers, e-mail)* |

In order to participate in the Tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (case name or person's name) intends to confirm its compliance with the qualification requirements set forth in the Tender documentation governing the procedure for holding the Tender.

1. Information on the entire shares / interests ownership structure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the entity) (is provided in regard to the shareholders / participants of the Potential Participant and to all subsequent direct and indirect owners, including the ultimate owner [[2]](#footnote-2)):*

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(the full name of the owners of the shares / participation shares of the Potential participant, the number of shares / interests in the proportional ratio between the owners)*;
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The full name of the owners of the shares / participation shares of the shareholder / participant of the Potential participant, the number of shares / interests in the proportional ratio between the owners)*;
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(etc., through the ultimate owner)*;

1. The following documents are attached to this letter, in accordance with clause 6.4 of the Tender documentation for the Competition:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(documents listed in paragraph 6.4 of the Tender documentation should be specified and appended)*

1. In confirmation of compliance with the qualification requirements \_\_\_\_\_\_\_\_ *(case name or person's name)*, attaches the following documents to this letter in accordance with clauses 6.1 and 6.2 of the Tender documentation for the Competition:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(documents listed in paragraph 6.1, 6.2 of the Tender documentation should be specified and appended)*.

*Name of the first manager authorized to sign this Preliminary proposal or of an authorized representative (power of attorney should be attached), signature, date, stamp (if any)*

***Appendix №6***

***to the Tender documentation***

|  |  |
| --- | --- |
| *To:* | **NAC Kazatomprom JSC** |
| *From:* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(case name or printed name of an entity, BIN/IIN, address of registration and residing, contact details: phone numbers, e-mail)* |

**Tender proposal**

Hereby \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter reffered to as (collectively) the "Applicant") declare(s) its participation in the Second stage of the open two-stage tender for the sale of \_\_\_\_\_ (*number*) of shares \_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of the Asset)*.

* + - 1. The Applicant proposes NAC Kazatomprom JSC to conclude the Sales and Purchase Agreement for \_\_\_\_\_ *(number)* of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(the name of Asset)* attached to this Proposal. The price for the sold \_\_\_\_\_ *(number)* of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Asset),* proposed by the Applicant, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(in figures and words)* tenge.
      2. The present Tender Proposal together with the report on the results of the tender shall have the force of a contract valid until entry the Sales and Purchase Agreement for \_\_\_\_\_ *(number)*  of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Asset)*.
      3. In the event that the decision on the sale of \_\_\_\_\_ *(number)* of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Asset)* is made by direct address sale in accordance with clause 13.6 of the Tender documentation, this Tender proposal is an offer to enter into a Sales and Purchase Agreement for \_\_\_\_\_ *(number)* of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Asset)* on the following condition:

- the purchase price for \_\_\_\_\_ *(number)* of shares \_\_\_\_\_\_\_\_\_\_\_\_\_ *(the name of the Asset)* is the price, proposed in Tender proposal;

- other terms and conditions of the Sales and Purchase Agreement for \_\_\_\_\_ *(number)* of shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the Asset)* are in accordance with the draft of a contract, attached to this Tender Proposal;

- The period of validity of the offer for its acceptance is 6 months after the recognition of a Tender void within the framework of the Second stage, according to the Tender documentation. The following documents are attached to this letter:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(documents should be specified and appended in accordance to the Tender documentation)*

*Printed name of the first manager authorized to sign this Tender proposal or of an authorized representative (power of attorney should be attached if power of attorney for signing was not previously provided within the framework of the first stage), signature, date, stamp (if any)*

***Appendix №7***

***to the Tender Documentation***

**General rules for working with the Data room and the procedure for acquaintance with the Asset**

1. **Access and terms**
   1. Access to the Data Room will be open from the date of publication of the Tender Notice to "15" hours "00" minutes ""7" September 2018 (hereinafter referred to as the "Data Room Work Period").
   2. To gain access rights, the following should be provided to Potential Participants:
      1. Data of the contact person - coordinator from the Potential Participant, including his surname, name, his e-mail and telephone numbers;
      2. A list of all team members from the Potential Participant who will be familiarizing with the Asset, including their surnames, names, e-mail and phone numbers;
      3. to perform the actions specified in clause 2.1 of the Tender documentation.
   3. The right of access to the Data room will be granted only to persons specified in clause 1.2 of this Appendix No.7 to the Tender documentation. Passing the password / login from the data room to third parties is strictly prohibited.
2. **Data room content**
   1. Additional information can be added in the Data room during the Data Room Work Period. New information will be available to all users of Data room.
   2. The documents in the Data room will be presented in Russian or in English. Services for translating documents from the Data room will not be provided.
3. **Confidentiality policy**
   1. The terms of the Confidentiality Agreement apply to all information provided in the Data room.
   2. With persons to whom information may be transferred by virtue of the Confidentiality Agreement, Potential Participants must enter into an appropriate agreement on the non-disclosure of information acquired as a result of acquaintance with the Asset on terms identical to the Confidentiality Agreement (Appendix No. 1 to the Tender documentation).
4. **Questions/appeals/inquiries**

The ability to ask questions and send information requests (Q & A session) in relation to the Asset will be available from the moment of entering into the Confidentiality Agreement until "7" September 2018 (hereinafter referred to as the "Deadline for Submission of Questions"). Submission of questions / inquiries / requests should be made from one contact person - the coordinator indicated in clause 1.2 of this Annex 7 to the Tender documentation. The questions that will be received later on the time of Astana [18:00] calendar day will be accepted for consideration on the next workday. All replies to the received questions / requests / requests will be provided no later than [5] workdays from the end of the Deadline for Submission of Questions, i.e. not later than "7" September 2018.

During preparation of questions, the following requirements must be met:

* 1. All questions / appeals / requests should be sent to the Data Room in English, Russian or Kazakh languages.
  2. All questions received from the coordinator of the Potential Participant specified in paragraph 1.2.1 of this Annex 8 should be addressed to all the following contact persons:

*Daniyar Arstanov*

Tel.: +7(7172) 458 333 int. 10162

Mob: +7 (701) 555 88 31

[darstanov@kazatomprom.kz](mailto:darstanov@kazatomprom.kz)

* 1. All appeals must contain a clear and comprehensible question regarding the Asset.
  2. To improve the efficiency of query processing, you must specify the priority of the question being asked (High, Medium or Low).
  3. In each issue / request / request, it is necessary to indicate to which area of information verification they relate (financial, legal or tax).
  4. The questions to be asked should contain a link to a specific Data room folder, a title and a page of relevant documents.
  5. In the absence of information and the opportunity to provide an answer to the question, the Potential Participant should be notified of this.
  6. The total number of questions from one participant should not exceed 5 questions in one workday. The possibility to ask additional questions should be separately agreed with the contact persons specified in clause 4.2 of this Appendix No. 8.

1. **Liability of the parties**

KAP Consultants are not responsible for the completeness and accuracy of the information provided in the Data room for Potential Participants.

***Appendix №8***

***to the Tender documentation***

|  |  |
| --- | --- |
| *To:* | **NAC Kazatomprom JSC** |
| *From:* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(case name or printed name of an entity, BIN/IIN, address of registration and residing, contact details: phone numbers, e-mail)* |

**Preliminary proposal**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby (hereinafter referred to as - «Applicant») in accordance with clause 5.1 of Tender documentation provides a preliminary proposal for participation in an open two-stage competition for the implementation of \_\_\_\_\_ *(number)* shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(Asset name)*.

1. The Applicant wishes to acquire \_\_\_\_\_ *(number)* of shares *(when disposing of assets in the form of a limited liability partnership, the percentage of sold shares in the authorized capital of LLP should be specified)* at the price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert amount)* tenge (not less than the Initial price, according to the Tender Documentation).
2. The applicant expresses his full and irrevocable agreement with the terms and conditions for the sale of shares (stakes in the authorized capital) of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of Asset)*, specified in paragraph 7.2 of the Tender documentation.
3. In order to describe the compliance with the criteria for the evaluation of the preliminary proposal, including the minimum requirements for the evaluation of preliminary proposals, the Applicant accepts all investment obligations specified in Section 8 of the Tender documentation, including the obligation to retain the activity profile of \_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of Asset)*.

*Name of the first manager authorized to sign this Preliminary proposal or of an authorized representative (power of attorney should be attached), signature, date, stamp (if any)*

1. *the amount of guarantee is determined on the basis of 30 thou. MCI. If any Bidding dates, in accordance with tender documentation will be assigned to a different year than the year 2018 the amount of the guarantee is not changed.* [↑](#footnote-ref-1)
2. Information is indicated for persons holding 20% or more of the shares / interests of the Potential participant and each subsequent company holding more than 50% of the chain of controlling owners. [↑](#footnote-ref-2)