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2020

CONTRACT
FOR A COMPLEX OF LEGAL SERVICES FOR REPRESENTATION AND PROTECTION OF INTERESTS IN COMPETENT AUTHORITIES AND INTERNATIONAL ORGANIZATIONS

between

SE «MINISTRY OF JUSTICE OF THE REPUBLIC OF KAZAKHSTAN»

and

LAW FIRM «GREENBERG TRAURIG, LLP»

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This Contract is concluded on «23» January 2020 between SE «Ministry of Justice of the Republic of Kazakhstan» represented by Vice-Minister of Justice of the Republic of Kazakhstan Mr. Almat Madaliyev (hereinafter referred to as the «Ministry of Justice» and «Client») and a law firm «Greenberg Traurig, LLP» 201 S. Biscayne Blvd., Suite 3100, USA represented by Jason H. Kislin (hereinafter «the Consultant») hereinafter individually referred to as the «Party» and jointly - the «Parties».

PREAMBLE

WHEREAS,

- the Client requires representation of its interests in government agencies, Congress and institutions of the USA, international organizations.

- the Ministry of Justice is a body responsible for ensuring the protection of state interests on legal matters, and has procured the legal services in accordance with paragraph 35 of Article 39 of the Law of the Republic of Kazakhstan on Public Procurement.

- the Consultant has considerable experience in international law issues and representing the interests of foreign governments in the United States.

The Client hereby engages the Consultant to represent and protect the interests of the Republic of Kazakhstan on the following terms and conditions.

1. SUBJECT MATTER OF THE CONTRACT

1.1. Subject Matter of Services

The Consultant shall render to the Client for remuneration legal and consulting services in assisting and representing the Client in USA state authorities and Congress as well as international organizations and other official authorities and institutions of the United States in connection with various issues affecting U.S. – Kazakhstan Relations, including internationa law and other cases and/or proceedings upon request of the Client.

1.2. The Scope of the Services

The Consultant shall provide the following services in connection to the subject matter of the Contract:

(i) advising the Client on laws of the United States;
(ii) consulting the Client on all legal matters concerning the subject matter of the Contract;
(iii) preparation of all necessary legal and litigation documents for the representation;
(iv) representation and protection of the interests of the Client in the courts and official authorities of the United States with respect to the Civil Proceedings, as well as upon the Parties agreement, in relation to other proceedings;
(v) advising and reporting to the Client in respect to all actions taken in the ongoing Civil Proceedings and, upon mutual agreement, on other proceedings;
(vi) providing technical support to the Client that may include the presence of the Client's employees in the Consultant's offices;

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(vii) advising on documents related to the subject matter of this Contract received from official authorities and courts of the United States;

(viii) participating in negotiations of the Ministry of Justice of the Republic of Kazakhstan and/or another state bodies of the Republic of Kazakhstan with relevant United States officials related to the subject matter of this Contract;

(ix) preparation and support in the preparation of required materials on the subject matter of this Contract, and reference materials on law of the United States and international law as requested by the Client;

(x) analysis of legal issues concerning the subject matter of this Contract as requested by the Client;

(xi) other services required for the proper performance in relation to the subject matter of the Contract, including legal and consulting services related to assisting in various economic development opportunities involving private business entities headquartered in the United States or other locals outside of the Republic of Kazakhstan, facilitating the participation of American and other non-Kazakhstan companies ("Companies") in major infrastructure projects in Kazakhstan; facilitating Kazakhstan sales of supplies and materials to Companies involved in infrastructure projects in the United States; facilitating participation of Companies in agriculture and food processing projects in Kazakhstan; facilitating participation of United States investment firms in privatization programs in Kazakhstan; facilitating the investment of Companies in technology and telecommunications projects in Kazakhstan; and facilitating such other Company investments as from time to time Client identifies a desire to do business with;

1.3. Language of Services

The documents prepared by the Consultant shall be forwarded to the Client in English, and upon request of the Client in Russian.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Consultant's Obligations

2.1.1. Quality of the Services

The Consultant shall ensure the high quality performance of legal services under this Contract, which shall be performed with the necessary fairness, effectiveness and expediency in accordance with the generally accepted practice.

The Client shall assess the quality of service rendered by the Consultant and accept reports prepared by the Consultant.

2.1.2. Confidentiality

The Consultant shall observe the confidentiality of information related to the provision of services under this Contract, and shall not disclose such information to any individual or legal entity without the prior written consent of the Client, with the exception of circumstances when such information has entered the public domain or has been disclosed in a manner unrelated to any work performed under this Contract.

Disclosure by the Consultant of information considered confidential under this Contract is a breach of this Contract and shall cause termination hereof (regardless of whether it has been caused by deliberate or/and careless or/and unintentional actions of the Consultant) and full compensation for damages caused by such disclosure to the Party incurring those damages.

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When engaging subcontractors for the provision of services under this Contract, the Consultant shall ensure that such subcontractors comply with the confidentiality terms stipulated by Clause 2.1.2 of this Contract.

2.1.3. Conflict of Interests

The Consultant's remuneration payable pursuant to Section 3 hereof shall constitute its sole remuneration in connection with the services to be provided hereunder.

Neither the Consultant nor its personnel shall engage, either directly or indirectly, in any commercial or professional activities, which could conflict with the activities assigned to it hereunder.

2.1.4. Other consultants and contractors of the Client

The Client may engage additional consultants and contract any experts or specialists it deems appropriate.

2.1.5. Documents to be submitted by the Consultant

The Consultant shall prepare all documents necessary on the subject matter of the Contract and provide regular reports to the Client on the progress of the subject matter of this Contract. Such reports shall be provided on a monthly basis, and when any significant event related to the subject matter of this Contract occurs.

The Acts of Service Acceptance and Reports of Services Performed shall be prepared by the Consultant and must be submitted to the Client in Russian and English. The Acts of Service Acceptance shall be submitted in duplicate, signed and sealed by the Consultant and Reports of Services Performed shall be submitted in a single copy sealed by the Consultant.

Upon the completion of services under this Contract, the Consultant shall, within 5 (five) business days, return to the Client or its authorized representative all documents received therefrom. The Consultant may keep copies of such documents; however, it shall not be entitled to use such documents for purposes not related to the subject matter of this Contract without the prior written consent of the Party from whom the relevant document(s) was (were) received, even after termination of this Contract.

Should the Services hereunder be terminated pursuant to Clause 5.7.1(vi) of the Contract the Consultant may retain all documents relating to the Civil Proceedings until all sums due under this Contract have been paid.

2.1.6. Consultant's Reports to the Client

The Consultant shall inform the Client in writing about the progress of works regularly in its monthly reports and upon request of the Client. For this purpose the Consultant will maintain accurate and systematic accounting and control of the Services rendered hereunder.

2.1.7. Notification of the Client

If the provision of any services requested by the Client hereunder become impossible, the Consultant shall duly notify the Client within 3 (three) working days of receipt of the request from the Client with a detailed description of the reasons why it is impossible to provide such services.

2.2. The Consultant's Rights

2.2.1. Access to information and documents

The Consultant is entitled to receive from the Client all necessary documents in possession of the Client in order to review and use and perform the terms of this Contract.

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2.2.2. Personnel

The Consultant shall engage personnel working on the subject matter of this Contract and involved in the performance of the Consultant's obligations under this Contract according to Annex # 1 to this Contract. The Consultant shall have the right to change and additionally engage the personnel with the written consent of the Client. Any such engagements or changes of personnel shall be subject to the Client's prior written approval.

2.2.3. Subcontracts

The Consultant shall have the right to engage subcontractors if their appointment is necessary for the proper provision of the Services hereunder. Any such appointments shall be subject to the Client's prior written approval.

2.3. The Client's Obligations

2.3.1. Payment for the Services

The Client shall pay for the services rendered by the Consultant in the amount and in accordance with the procedures set forth in Section 3 hereof.

If the Client terminates this Contract under clause 5.7.1(vi) of this Contract the Client shall pay all sums due to the Consultant within 15 (fifteen) business days after the final approval of outstanding invoices by the Client and signature of the Act of Service Acceptance by both Parties.

2.3.2. Assistance to the Consultant

The Client shall render to the Consultant reasonably required assistance and support, assist it in the technical execution of documents, submit all documentation and information required for the performance of the Services.

2.4. The Client`s Rights

2.4.1. Receipt of Information on Progress of Works

The Client is entitled to request information about the progress of works under this Contract at any stage of its execution and also to consider the written report on the work done by the Consultant for any accounting period and to give written instructions to be followed by the Consultant in the event of identification of shortcomings in the Consultant's work. If the Client is dissatisfied with Consultant's the Services, the Client should in the first instance bring it to the attention of Jason H. Kislin.

2.4.2. Audit

The Client has the right at any time to order an independent audit check in connection with any of the Consultant's invoices, which are to be delivered to the Client for payment purposes. The Audit service fee shall be paid by the Client.

3. CHARGES AND SETTLEMENT PROCEDURES

3.1. Contract Value

The Parties hereby agree that the total cost of services and the sum of direct expenses incurred in connection to the Services rendered hereunder shall comprise $850 000 (eight hundred fifty thousand) US Dollars. Payments to the Consultant should be made in US dollars in accordance with

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the exchange rate of the National Bank of Kazakhstan on the date of the Payment. If the cost of the services rendered by the Consultant exceeds the above mentioned "Contract Value" of $850 000 (eight hundred fifty thousand) US Dollars the Parties shall agree and sign a supplementary contract and agree on new amounts of "Contract Value", as may be required for effective performance of the agreed services. If there is no supplementary contract signed by the Parties, the Consultant shall not be entitled to the payment of any non-agreed amounts. Any costs or expenses in excess of the value of the present Agreement may be incurred by the Consultant only with the written consent of the Client's authorized person.

3.2. Payment of Remuneration and Reimbursement of Costs

The Consultant shall be paid out of funds of Budget Program 047 "Representation and Protection of State Interests, Assessment of Perspectives of Court and Arbitral Proceedings and Legal Expertise of Draft Subsoil and Investment Contracts" according to Specification 159 "Payment for Other Services and Work".

(i) The Client shall pay to the Consultant the cost of services provided taking into account time actually spent, in accordance with the fees specified in Annex # 1 to this Contract;

(ii) The Ministry of Justice shall make an advance payment in the amount of 30% of the Contract cost to the Consultant within 15 (fifteen) business days after the entrance of the Contract into force;

(iii) The Ministry of Justice shall pay the remaining cost of services to the Consultant based on the Consultant's monthly invoices, which shall be supported by detailed reports on the services performed under this Contract and the Acts of Service Acceptance taking into acccunt deduction of previously paid advance payment of each amount of received services;

(iv) The Ministry of Justice shall reimburse the Consultant for direct costs incurred during the provision of services under this Agreement. The nature of and the ceilings on such direct expenses are indicated in Annex #2 hereto.

3.3. Settlement Procedure

3.3.1 The Consultant shall submit monthly invoices for remuneration and direct costs reflecting the scope of work performed, together with an Act of Service Acceptance and supporting documents proving such direct costs. The Consultant shall submit such invoices and Acts in English and Russian and specify the final amounts due to payment in US Dollars. Acts of Service Acceptance and Report of Services Performed for December shall be submitted no later than 15 December 2020.

The Consultant shall take all reasonable measures to minimize costs incurred in performing services under this Contract. In this respect, "large" reimbursable costs, i.e. costs exceeding 10,000 (ten thousand) US Dollars, shall be paid to the Consultant only subject to prior approval of such costs by the Ministry of Justice.

3.3.2 The Client shall consider, approve and pay each invoice received from the Consultant within reasonable time limits from the date of receipt of a relevant invoice and an Act of Service Acceptance, but, in any event, within 30 (thirty) days from the date of receipt of such invoice and Act. If the Client disagrees on any invoice item, it shall notify the Consultant of such disagreement within 14 (fourteen) days, following which the Consultant and the Client shall undertake all measures to resolve disagreement on the issues raised.

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3.3.3. The Consultant may request from the Ministry of Justice to provide it with funds for the covering of certain expenses, for example, payment to experts or other professional advisers working with the Consultant in connection with the subject matter of this Contract.

3.3.4. All payments to the Consultant shall be made by the Client through an interbank transfer to:

Greenberg Traurig, LLP
201 S. Biscayne Blvd., Suite 3100, USA
Citibank NA
Account: 3200175071
ABA Routing: 266086554
SWIFT Code: CITIUS33

4. RESPONSIBILITIES OF THE PARTIES

4.1 The Parties shall be responsible for the non-performance or negligent performance of obligations hereunder. The Party at fault, unless otherwise provided for, shall pay damages (excluding any consequential and/or penal damages) caused to the other Party in full. The Consultant will not be liable for any loss or damage arising from reliance placed by the Consultant on any inaccurate or misleading information given by the Client or from the failure by the Client to give any relevant information.

4.2 If the Client does not pay to the Consultant resources due to him within the time specified in the contract, the Client pays a penalty to the Consultant for late payment in the amount of 0,1% from the total amount for each day of delay, except the cases of sequestration and/or lack of cash in reconciliation account of the respective budgets. The total amount of penalty shall not exceed 10% of the total Contract amount.

4.3 In case of delay in terms of providing Services, the Client deducts penalty from the Consultant in the amount of 0,1% from the total contract amount for each day of delay, in case of total non-performance or improper performance (partial failure) of the Consultant obligations. The total amount of penalty shall not exceed 10% of the total Contract amount.

4.4 In case of denial of Consultant from providing Services or delay the provision of Services for more than one month from the expiry date of the provision of Services under the Contract, but not later than the expiry date of the Contract, the Client has the right to terminate the Contract unilaterally with deduction of penalty from the Consultant in the amount of 0,1% of the total amount of the Contract for each day of delay.

5. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THE CONTRACT

5.1. Effectiveness and the Term of Validity of the Contract

5.1.1. This Contract shall come into effect after the signing of this Contract by both the Consultant and the Client and registration of the Contract by the Treasury authorities.

In accordance with the Article 386 of the Civil Code of the Republic of Kazakhstan this Contract shall be effective for relations established before the date of this Contract.

The term of validity of this Contract expires on December 31, 2020. The Parties are entitled to continue their collaboration after the expiration date of this Contract by signing a new Contract.

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5.2. Termination of Contract

Unless terminated before expiration date pursuant to Clause 5.7 hereof, this Contract shall terminate at the time when, pursuant to its provisions, the services have been provided, remuneration has been paid and costs have been reimbursed.

5.3. Entire Contract

This Contract contains all obligations, arrangements and provisions approved by the Parties.

None of the representatives of either Party shall be authorized to give statements regarding this Contract or its subject matter, in particular in the mass media, or representations, promises or arrangements not provided for by this Contract or subsequent agreements (contracts) without the approval of the other Party. The Parties shall not be bound by or liable for the above-mentioned arrangements unless they have been provided for by this Contract or subsequent contracts.

5.4. Amendments

The conditions of this Contract, including all provisions related to the scope of services, may be amended only upon written consent of the Parties. However, in accordance with Clause 6.2 of this Contract, each Party shall duly consider any proposed amendments.

5.5. Force Majeure

5.5.1. Definition

(i) For the purposes of this Contract, Force Majeure means an event beyond the reasonable control of the Parties leading to the fact that the Parties' performance under this Contract becomes impossible or so meaningless that under such circumstances it is considered impossible and includes without limitation such circumstances as war, riots, civil unrest, earthquake, fire, explosion, storm, flood or other unfavorable weather conditions, strikes, lockouts or other industrial events which are not under the control of a Party intending to invoke Force Majeure, as well as decisions or actions of state authorities.

(ii) Force Majeure does not cover any events caused by negligent or intentional actions of the Parties or their representatives and employees or any events that the Parties could have foreseen through due diligence to consider them when concluding this Contract or prevented or overcome through reasonable measures during the fulfillment of the obligations under this Contract.

5.5.2. Non-Breach of the Contract

A failure to fulfill any obligations by the Parties under this Contract is not considered a breach of or noncompliance with this Contract if such failure is related to a Force Majeure event, provided that a Party suffering from such event has undertaken all reasonable precautions, due care and reasonable alternative measures to fulfill the conditions under this Contract.

5.5.3. Required Measures

(i) a Party suffering from a Force Majeure event shall undertake all reasonable measures to overcome the impossibility of fulfillment of its obligations under this Contract within the shortest period possible.

(ii) a Party suffering from a Force Majeure event shall provide notification of this event as soon as possible, but, in any event, within 14 (fourteen) days after such event, providing information about its nature and cause, and shall provide notice as soon as possible about the recommencement of normal conditions.

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(iii) the Parties shall undertake all reasonable measures to minimize the consequences of any Force Majeure event.

5.5.4. Period Extension

Any period within which each Party is obligated to complete any measure or task in accordance with this Contract shall be extended by the period during which such Party was not able to complete such measure due to Force Majeure.

5.5.5. Payments

During a period when the Consultant cannot provide services due to Force Majeure, the Consultant is entitled to receive further payments under this Contract and be compensated for additional costs reasonably and forcedly incurred by the Consultant during such period in connection with services and upon expiration of such period due to the recommencement of services.

5.5.6. Consultations

Not later than 15 days after the Consultant's failure to provide a part of services due to a Force Majeure event, the Parties shall consult with each other in order to agree on the measures required under such circumstances.

5.6. Suspension of Payments

The Client may, by a written notice to the Consultant of suspension of payments, suspend all payments under this Contract, if the Consultant fails to fulfill any of its material obligations under this Contract, including provision of services, provided that such notice of suspension of payments (i) specifies the nature of the failure, and (ii) contains a request to the Consultant to rectify the situation within a period not exceeding 15 (fifteen) days after receipt of such notice by the Consultant.

5.7. Rescission of the Contract by the Client

5.7.1. The Client may rescind or terminate this Contract by a written notice to the Consultant, delivered at least 5 (five) business days before the rescission or termination is to take effect, which is provided after the occurrence of any event listed in Sub-Clauses (i) – (iv) of this Clause:

(i) if the Consultant fails to rectify a situation caused by a failure to fulfill its obligations under this Contract as stated in a notice of suspension of payments pursuant to Clause 5.6 above within 15 (fifteen) days after receipt of such notice or within a longer period that the Client may approve further in writing;

(ii) if the Consultant has become bankrupt or insolvent or enters into agreements with its creditors to ensure release from its debts or is under a liquidation or receivership procedure (mandatory or voluntary);

(iii) if the Consultant does not comply with the final order pursuant to judicial proceedings in accordance with Section 7 of this Contract;

(iv) if due to Force Majeure the Consultant cannot provide a substantial portion of requested services during a period not less than 30 (thirty) days;

(v) if the Consultant has provided advice to the Client that significantly affects rights, obligations or interests of the Client which the Consultant knew to be false at the time the advice was provided;

(vi) the Client, at its own discretion or for any reason, may also terminate this Contract.

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5.7.2. Rescission or Termination of the Contract by the Consultant

The Consultant may rescind or terminate this Contract by a written notice to the Client, delivered at least 30 (thirty) days before rescission is to take effect, which is provided after the occurrence of any event listed in Sub-Clauses (i) – (ii) of this Clause:

(i) if the Ministry of Justice has materially violated its obligations, including but not limited to the obligations specified by Clause 3.2 of this Contract, and has failed to rectify the situation within 15 (fifteen) days (or within a longer period that may be further approved by the Consultant in writing) after the Ministry of Justice received the Consultant's notice of such violation;

(ii) if due to Force Majeure the Consultant cannot provide a substantial portion of requested services within 30 (thirty) days.

5.7.3. Termination of Rights and Obligations

After rescission or termination of this Contract in accordance with Clause 5.7 hereof or upon expiration of the term of this Contract in accordance with Clause 5.2, all rights and obligations of the Parties under this Contract shall cease and become void, except for (i) rights and obligations that may be accumulated by the date of termination, rescission or expiration of this Contract, (ii) confidentiality obligations listed in Clause 2.1.2 of this Contract and (iii) any rights that the Parties may have pursuant to the laws of the Republic of Kazakhstan.

5.7.4. Termination of Services

Upon rescission or termination of this Contract based on a notice to either Party in accordance with Clause 5.7.1 or Clause 5.7.2 of this Contract, the Consultant, immediately after delivery and receipt of such notice, shall undertake all required measures for the effective and organized termination of services and make best efforts to minimize related costs. The Consultant shall act according to Clause 2.1.4 of this Contract with regard to documents prepared by the Consultant.

5.7.5. Payment after Rescission or Termination of the Contract

Upon rescission or termination of this Contract in accordance with Clause 5.7.1 or Clause 5.7.2, the Client shall make the following payments to the Consultant:

(i) in accordance with Section 3 of this Contract, remuneration for services properly provided before the rescission or termination of this Contract;

(ii) compensation of direct costs actually incurred before the date of rescission or termination of this Contract in accordance with Section 3 of this Contract.

5.7.6. Disputes on Events Related to Rescission of the Contract

If a Party disputes an occurrence of an event listed in Clauses 5.7.1 or 5.7.2 of this Contract, the Party, within 30 (thirty) days after receipt of a notice of rescission of the Contract from the other Party, may submit such matter for consideration to judicial authorities in accordance with Clause 7.2; in this event, this Contract shall not be rescinded except in accordance with a court decision stating that events listed in Clauses 5.7.1 and 5.7.2 have occurred. Until such court decision, the Parties' obligations under this Contract, including obligations pursuant to Clause 3.3 hereof, shall continue.

6. FAIRNESS AND FREE WILL

6.1. Free Will

The Parties shall carry out their activities based on their free will in respect to rights of each other within this Contract and undertake all reasonable measures to fulfill the objectives contemplated in this Contract.

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6.2. Use of the Contract

The Parties acknowledge that it is impossible to cover by this Contract all unforeseeable circumstances that may arise during the currency of this Contract and the Parties hereby agree that they intend to use this Contract towards each other on a fair basis and without prejudice to any Party and that if during the term of this Contract a Party believes this Contract is used unfairly, the Parties shall undertake all efforts to eliminate a cause or causes of such unfairness.

7. DISPUTE RESOLUTION PROCEDURE

7.1. Peaceful Resolution of Disputes

The Parties shall undertake all measures to ensure the peaceful resolution of all disagreements or disputes arising out of or in connection with this Contract or its interpretation.

7.2. Resolution of Disputes

Any disagreement between the Parties arising in connection with this Contract that cannot be peacefully resolved within 30 (thirty) days after a Party received the other Party's request for such peaceful resolution shall be resolved in courts of the Republic of Kazakhstan in accordance with the procedure specified by the laws of the Republic of Kazakhstan.

8. FINAL PROVISIONS

8.1. Governing Law of the Contract

This Contract, its meaning and interpretation, including relations between the Parties shall be governed by the laws of the Republic of Kazakhstan.

8.2. Language and Counterparts of the Contract

This Contract is written and signed in the Russian and English languages, in 2 (two) counterparts; one Russian and one English version for each Party. The English and Russian versions will have equal validity. In case of a conflict between the Russian and English texts, a Russian version shall prevail.

8.3. Headings

The heading of the articles shall not restrict, change or affect the meaning of this Contract.

8.4. Authorized Representatives

All actions that must or may be undertaken, including all documents that must or may be executed in accordance with this Contract may be undertaken or executed:

(i) on behalf of the Ministry of Justice by Executive Secretary of the Ministry of Justice of the Republic of Kazakhstan;

(ii) on behalf of the Consultant by Mr. Jason H. Kislin.

8.5. Taxes and Duties

The Consultant is exempt from the payment of withholding tax or other income taxes in Kazakhstan pursuant to subclause 3) of clause 1 of Article 644 and clause 6 of Article 645 of the Tax Code of the Republic of Kazakhstan, as the legal services provided fall within the exemption in that Article which relates to the provision of services for the defense of the interests of the Republic of Kazakhstan in arbitrations and courts outside Kazakhstan.

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9. LEGAL ADDRESSES OF THE PARTIES

Client: SE Ministry of Justice of the Republic of Kazakhstan
House of the Ministries, 8 Mangilik El Avenue, Nur-Sultan
010000, Republic of Kazakhstan
[redacted]
SE Treasury Committee
under the Ministry of Finance of the Republic of Kazakhstan

Consultant Greenberg Traurig, LLP
[redacted] USA
[redacted]

IN WITNESS WHEREOF the Parties signed this Contract on the above date.

For the Ministry of Justice of the Republic of Kazakhstan

Mr. A. Madaliyev

For Consultant

Jason H. Kislin

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