



**On approval of the standard forms of agreements of a single power purchaser with energy producing organisations using renewable energy sources, energy waste management, industrial complexes, direct consumers, and qualified consumers**

*Unofficial translation*

Order of the Minister of Energy of the Republic of Kazakhstan dated December 28, 2017 № 480. Registered with the Ministry of Justice of the Republic of Kazakhstan on January 17, 2018 № 16241

*Unofficial translation*

**Footnote. The heading - as revised by order of the Acting Minister of Energy of the Republic of Kazakhstan № 349 of 22.09.2023 (shall come into effect ten calendar days after the date of its first official publication).**

Pursuant to sub-paragraph 10) of Article 6 of the Law of the Republic of Kazakhstan “On Supporting the Use of Renewable Energy Sources” **I HEREBY ORDER:**

**Footnote. The preamble - as revised by order of the Minister of Energy of the Republic of Kazakhstan № 186 of 23.05.2023 (shall take effect ten calendar days after the date of its first official publication)).**

1. That the following shall be approved:

1) a standard form of an agreement for the purchase of electricity by a single power purchaser from an energy producing organisation using renewable energy sources at auction prices, as per Appendix 1 hereto;

2) the standard form of an agreement for the sale of electricity generated by renewable energy facilities, energy waste management facilities, a single purchaser of electricity to industrial complexes, direct consumers, as per Appendix 2 hereto;

3) the standard form of an agreement for the sale of electricity produced by renewable energy facilities, energy waste management facilities, a single power purchaser to qualified consumers, as per Appendix 3 hereto;

4) the standard form of the contract for the purchase of electricity by a single power purchaser from an energy producing organisation using energy waste management at auction prices, in compliance with Appendix 4 hereto.

**Footnote. Paragraph 1 - as revised by order of the Acting Minister of Energy of the Republic of Kazakhstan № 349 of 22.09.2023 (shall become effective ten calendar days after the date of its first official publication).**

2. To invalidate:

1) order № 163 of the Minister of Energy of the Republic of Kazakhstan as of March 2, 2015 “On approval of standard forms of contracts of purchase of electrical energy from a

power generating company using renewable energy sources by the financial settlement center at fixed tariffs and tariffs not exceeding the level of the selling price set in the feasibility study of the construction project of a facility using renewable energy sources, which is approved by and agreed with the authorized or local executive body, contracts of sale of electrical energy produced by facilities using renewable energy sources by the financial settlement center to conventional customers” (registered in the Register of State Registration of Regulatory Legal Acts under № 10780, published in the “Adilet” Information and Legal System on August 18, 2015);

2) paragraph 3 of the list of some orders of the Minister of Energy of the Republic of Kazakhstan, which are amended and added pursuant to order № 533 as of December 14, 2016 of the Acting Minister of Energy of the Republic of Kazakhstan “On Amendments and Additions to Certain Orders of the Minister of Energy of the Republic of Kazakhstan” (registered in the Register of State Registration of Regulatory Legal Acts under № 14760, published in electronic form in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan on February 10, 2017).

3. In accordance with the procedure established by the legislation of the Republic of Kazakhstan, the Renewable Energy Sources Department of the Ministry of Energy of the Republic of Kazakhstan shall:

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

2) within ten calendar days of the day of state registration of this order, send its Kazakh and Russian hard and soft copies to the Republican State Enterprise With the Right of Economic Management “Republican Center of Legal Information of the Ministry of Justice of the Republic of Kazakhstan” for its official publication and addition to the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;

3) within ten calendar days after the state registration of this order, send its copy to periodicals for its official publication;

4) place this order on the official Internet resource of the Ministry of Energy of the Republic of Kazakhstan;

5) within ten working days after the state registration of this order by the Ministry of Justice of the Republic of Kazakhstan, submit information on the implementation of measures provided for in subparagraphs 2), 3) and 4) of this paragraph to the Legal Department of the Ministry of Energy of the Republic of Kazakhstan.

4. Control over execution of this order shall be entrusted to the supervising vice-minister of energy of the Republic of Kazakhstan.

5. This order shall take effect ten calendar days after the day of its first official publication

Minister of National Economy of  
the Republic of Kazakhstan

\_\_\_\_\_ T. Suleimenov  
" \_\_\_ " \_\_\_\_ 2017

Appendix 1 to order  
of the acting Minister of Energy  
of the Republic of Kazakhstan  
№ 349 of September 22, 2023  
of the Minister of Energy  
of the Republic of Kazakhstan  
№ 480 of December 28, 2017

Standard form

### Agreement

**for the purchase of electricity by a single power purchaser from an energy producing  
organisation using renewable energy sources at auction prices № \_\_\_\_\_**

**Footnote. Appendix 1 - as revised by order of the Acting Minister of Energy № 349 of  
22.09.2023 (shall come into effect ten calendar days after the date of its first official  
publication).**

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(venue for concluding an  
agreement)

\_\_\_\_\_,  
(specify the full name of the single power purchaser)

business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_

\_\_\_\_\_,  
(specify position and surname, first name, patronymic (if any))acting by virtue of \_\_\_\_\_

\_\_\_\_\_,  
(specify the ground on which the authorisation arises)

hereinafter referred to as the Purchaser, as the party of the first part, and

\_\_\_\_\_,  
(specify full name of the organisation)

business identification number: \_\_\_\_\_

\_\_\_\_\_,  
represented by \_\_\_\_\_

\_\_\_\_\_

(specify position and surname, first name, patronymic (if any))

acting by virtue of \_\_\_\_\_

\_\_\_\_\_

(specify the ground on which the authorisation arises)

hereinafter referred to as the Seller, as the party of the second part,

jointly referred to as the Parties and individually as the Party, bearing in mind the following:

1) the Law of the Republic of Kazakhstan “On Electric Power Industry” (hereinafter referred to as the Law);

2) the Law of the Republic of Kazakhstan “On Supporting the Use of Renewable Energy Sources” (hereinafter referred to as the RES Law);

3) Decree of the Government of the Republic of Kazakhstan № 271 dated March 27, 2014 “On Approval of the Rules for Establishing Fixed Tariffs and Maximum Auction Prices” (hereinafter – the Rules for Establishing Fixed Tariffs and Maximum Auction Prices);

4) Order of the Minister of Energy of the Republic of Kazakhstan № 106 dated February 20, 2015 “On Approval of the Rules for Establishing and Operating the Wholesale Electricity Market” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10531) (hereinafter referred to as the Wholesale Market Rules);

5) Order of the Minister of Energy of the Republic of Kazakhstan № 164 of March 02, 2015 “On Approval of the Rules for Centralised Purchase by a Single Purchaser of Electric Energy of Electric Energy Produced by Renewable Energy Facilities, Energy Waste Management Facilitie” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10662) (hereinafter - the Rules);

6) the Seller's application for conclusion of this Agreement (incoming № \_\_\_\_\_ dated “\_\_\_\_” \_\_\_\_\_ 20\_\_) as per the Appendix hereto, have concluded this Agreement for purchase of electricity by a single power purchaser from an energy producing organisation using renewable energy sources at auction prices (hereinafter referred to as the Agreement) as follows.

## **1. Terms and definitions**

1. The following basic concepts are used herein:

1) auction price is the price for the procurement of electricity produced by a facility for the use of renewable energy sources, a facility for energy waste disposal, established as a result of auction bidding and not exceeding the level of the relevant auction ceiling price by a single power purchaser;

2) commercial metering device - is a technical device designated for commercial metering of electric power, electric or thermal energy, authorised for use as per the procedure established by the laws of the Republic of Kazakhstan;

3) financial organization is a legal entity involved in business activities for the provision of financial services;

4) regional dispatch center is a regional dispatch center of the system operator, which is operationally subordinate to the national dispatch center of the system operator and performs operational dispatch functions for a specific region;

5) automated commercial electricity metering system (hereinafter referred to as ACEMS) is a set of measuring tools and hardware and software complex for measuring, collecting, processing, storing and transmitting electricity metering data.

Other concepts used herein shall be applied under the laws of the Republic of Kazakhstan in the field of support for the use of renewable energy sources (hereinafter referred to as RES) and electric power industry.

## **2. Scope of the Agreement**

2. Under the Law, the Purchaser buys RES electricity to cover the daily schedule of electricity consumption, with due account for the technical expertise of the system operator, from the Seller in the amount of its planned supply of electricity to the grid.

The Seller shall generate electricity at the following RES utilisation facility:

1) type/power/zone - \_\_\_\_\_ (according to the list of energy producing entities using RES);

2) land plot(s) on which the RES utilisation facility is located - cadastral number: - \_\_\_\_\_, total land plot area - \_\_\_\_\_ hectares;

3) total installed capacity of the generating equipment of the RES utilisation facility, calculated as the sum of nominal (specified in the passport data) capacities of the main generating equipment (for solar power plants - DC photovoltaic modules, for wind power plants, hydroelectric power plants and bioelectric power plants - AC power generators) based on the passport data of the main generating equipment \_\_\_\_\_ (MW);

4) projected coefficient of utilisation of the installed capacity of the RES facility \_\_\_\_\_;

5) power connection point - \_\_\_\_\_.

3. The price of electric energy hereunder shall be the auction price, which is \_\_\_\_\_ (\_\_\_\_\_ ) per 1 (one) kilowatt-hour of electric energy without value added tax. The auction price shall be indexed annually pursuant to the procedure established by the Rules for Determination of Fixed Tariffs and Limit Auction Prices.

4. Changing the amount of the auction price as a result of its indexation and/or the order of indexation of the auction price shall be formalised by signing an additional agreement hereto with specification of the date of commencement of application of the relevant changes established under the Rules for Determination of Fixed Tariffs and Limit Auction Prices.

## **3. Metering of volume and payment for electric energy**

5. Metering of the volume of planned supply of electric power to the grid shall be based on the applications submitted by the Seller and included in the daily schedule of production-consumption of electric power approved by the system operator.

6. Financial settlement of electricity imbalances from RES facilities shall be made by the Purchaser under the laws of the Republic of Kazakhstan.

7. In disputable cases, the final document for mutual settlements between the Parties shall be the daily schedule of electricity production-consumption approved by the system operator.

8. The Purchaser shall pay for the planned volume of electricity after the system operator approves the daily schedule of electricity production-consumption for the coming day in line with the Wholesale Market Rules.

#### **4. Rights and liability of the Parties**

9. The Seller shall be obliged to:

1) enter data on planned volumes of electricity sales into the balancing electricity market system in compliance with the Wholesale Market Rules daily until 08:00 a.m. (Astana time);

2) on a monthly basis, not later than the fifth day of the month following the month of supply, provide the Purchaser with a consignment note or other primary document and an invoice for the planned volume of electricity as per the Wholesale Market Rules;

3) at least once every six months reconcile mutual settlements;

4) annually, by the twentieth of December, send to the Purchaser data on the forecast volumes of generation and supply of electric power to the grid for the coming year with a breakdown by months;

5) promptly notify the Purchaser of any amendments to its name, legal address, actual location and other details needed to fulfil the terms and conditions hereof;

6) ensure the operation of the ACEMS at its RES facility prior to the start of the comprehensive test of the RES facility. The ACEMS must be able to remotely transmit data to the regional dispatch centres of the system operator;

7) within 10 (ten) working days from the date of signing of the certificate of acceptance of the commercial electricity metering scheme and prior to the commencement of comprehensive testing of the RES facility, provide the Purchaser with a copy of the certificate of acceptance of the commercial electricity metering scheme, including the scheme of placement of commercial and technical metering devices at the RES facility, signed between the energy transmission organisation and the Seller for the RES facility in respect whereof this Agreement has been concluded;

8) 10 (ten) calendar days prior to the commencement of the comprehensive test, provide the Purchaser with a copy of the letter of approval of the comprehensive test programme by the system operator and a copy of the ACEMS commissioning certificate;

9) 5 (five) working days prior to the commencement of the comprehensive test, provide the Purchaser with 18-digit identification codes of the ACEMS;

10) ensure compliance with daily schedules of electricity generation in line with the electricity laws of the Republic of Kazakhstan;

11) not later than the seventh day of the month following the month of delivery, submit a copy of the act of reading of commercial electricity metering devices signed by the Seller and the energy transmission organisation to whose power grids the RES facility is connected;

12) submit to the Purchaser a copy of the notification on the commencement of construction and installation works of the RES facility in respect whereof this Agreement has been concluded, sent to the state body exercising state architectural and construction control - within 12 (twelve) months from the date of signing hereof for solar power plants, within 18 (eighteen) months for wind and biogas power plants, within 24 (twenty-four) months for hydro power plants;

13) present to the Purchaser a copy of the act of acceptance for operation of the RES facility under the laws of the Republic of Kazakhstan in the field of architectural, town-planning and construction activities, in respect whereof this Agreement has been concluded - within 24 (twenty-four) months from the date of signing hereof for solar power plants, within 36 (thirty-six) months for wind and biogas power plants, within 60 (sixty) months for hydro power plants.

However, the above terms shall be extended for 1 (one) calendar year if prior to the expiry of the term envisaged by part one of this sub-paragraph a confirmation from the authorised organisation (person) responsible for technical supervision under the legislation of the Republic of Kazakhstan in the sphere of architectural, town-planning and construction activities on the performance of construction and installation works on the RES facility in the volume of at least 70% of the total volume of works on the construction of the RES facility is provided;

14) provide the Purchaser with a copy of the act of delineation of balance and operational responsibility of the parties signed between the energy transmission organisation and the Seller for the RES facility in respect of which this Agreement has been concluded - within 10 (ten) working days from the date of signing of the act of delineation of balance and operational responsibility of the parties and prior to the launch of comprehensive testing of the RES facility;

15) at the Purchaser's request, submit data on the progress of construction of the RES utilisation facility;

16) grant the Purchaser financial security for fulfilment of the terms and conditions hereof in the amount of \_\_\_\_\_ within 30 (thirty) calendar days from the date of signing hereof as required by the Rules;

17) promptly notify the Purchaser of the Seller's reorganisation (merger, consolidation, division, separation, transformation);

18) construct a RES utilisation facility using new generating units (not previously in operation); and);

19) upon the Purchaser's request, present information on the main characteristics of the primary RES resource used at the RES utilisation facility for electricity generation.

10. The Purchaser shall be obliged to:

1) within 20 (twenty) calendar days from the date of receipt of the consignment note or other primary document from the Seller to sign it or, if he does not agree with the Seller's data on the volume of supplied electricity, within the same period of time to send to the Seller its written reasoned refusal accompanied by documents confirming the validity of such refusal;

2) pay to the Seller the declared volume of electric power in the daily schedule of production-consumption of electric power for the forthcoming day approved by the system operator in the order and terms specified in paragraph 8 hereof;

3) reconcile mutual settlements at least once a half year;

4) immediately notify the Seller of any amendments to its name, legal address, actual location and other details required for fulfilment of the terms and conditions hereof;

5) in case of commissioning of the RES facility within the terms specified in the first part of sub-paragraph 13) of paragraph 9 hereof, to return the financial security for fulfilment of the terms and conditions hereunder in the amount of 100 per cent (one hundred per cent) within 10 working days from the date of submission of the written application. However, in the event of withholding 30% (thirty per cent) of the amount of financial security for the fulfilment of the terms and conditions hereof as provided by the Rules, 70% (seventy per cent) shall be refunded;

6) immediately notify the Seller of the Purchaser's reorganisation (merger, consolidation, division, separation, separation, transformation);

11. The Seller may:

1) require the Purchaser to fulfil the terms and conditions hereof;

2) perform current or capital repairs of the RES facility, including replacement of the main generating equipment, under condition that the total installed capacity of the generating equipment of the RES facility stated herein shall not be increased;

3) assign its existing and future rights and claims against the Purchaser arising hereunder, with notice to the Purchaser prior to the conclusion of the relevant assignment agreement. Herewith, the assignment of rights and claims envisaged by this sub-paragraph shall be made after the competent authority responsible for management and inter-sectoral coordination in the field of support for the use of renewable energy sources (hereinafter referred to as the competent authority) has made appropriate amendments to the List of Energy Producing Organisations using RES, with the Party accepting rights and claims hereunder providing financial security under subparagraph 16) of paragraph 9 hereof, as well as with the conclusion of an appropriate agreement between the Purchaser, the Seller and the Party accepting the rights and claims hereunder;



4) fully assign its rights and obligations hereunder to a third party in case of alienation of the RES facility to the same person. In this case, the rights and obligations hereunder shall be transferred to the third party simultaneously with the rights to the RES facility.

12. The Purchaser shall be entitled to:

1) demand from the Seller to fulfil the terms and conditions hereof;

2) to deduct the amount of overpayment from the amounts due to the Seller in future payments, if the settlement of disagreements between the Parties on the volume of electric power supplied in the month of delivery reveals the fact that the Purchaser has paid the Seller an excessive amount of money;

3) demand fulfilment of other obligations of the Seller hereunder and the laws of the Republic of Kazakhstan in the field of support of RES utilisation and electric power engineering.

## **5. Liability of the Parties**

13. Should the Seller fail to provide a copy of the notification on the commencement of construction and installation works of the RES facility as per sub-paragraph 12) of paragraph 9 hereof for more than 6 months, the Purchaser shall withhold 30% (thirty per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereof as per the procedure established by the Rules, with a corresponding written notification to the Seller.

14. The Purchaser shall withhold the financial security for the fulfilment of the terms and conditions hereunder as provided for in the Rules, with appropriate written notification to the Seller in the following cases:

- failure by the Seller to submit a copy of the acceptance certificate of the facility for the use of RES as per part one of sub-paragraph 13) paragraph 9 hereof in the amount of 100 per cent (one hundred per cent) of the amount of financial security for the fulfilment of the terms and conditions hereunder under the procedure established by the Rules, with a corresponding written notification to the Seller. Herewith, in case of withholding a part of the financial security for the fulfilment of the terms and conditions hereunder under paragraph 13 hereof, withholds 70% (seventy per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereunder in the order established by the Rules;

- extension of the term envisaged by the second part of sub-paragraph 13) of paragraph 9 hereof in the amount of 100 per cent (one hundred per cent) of the amount of financial security for the fulfilment of the terms and conditions hereunder in the manner prescribed by the Rules, with a corresponding written notification to the Seller. Herewith, in case of withholding a part of the financial security for the fulfilment of the terms and conditions hereunder in compliance with paragraph 13 hereof, 70% (seventy per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereunder shall be withheld pursuant to the procedure established by the Rules;

- occurrence of the event mentioned in paragraph 33 hereof in the amount of 100 per cent (one hundred per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereunder under the procedure established by the Rules, with a corresponding written notification to the Seller. However, in case of withholding a part of the financial security for the fulfilment of the terms and conditions hereunder under paragraph 13 hereof, 70% (seventy per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereunder shall be withheld in the order established by the Rules;

- the Seller's refusal to fulfil the terms and conditions hereof in terms of submission of documents within the terms foreseen by sub-paragraph 13) of paragraph 9 hereof pursuant to the procedure established by the Rules.

15. For late payments envisaged by paragraph 8 hereof, upon the Seller's request, the Purchaser shall pay a penalty at the rate of 0.1% (zero point one per cent) of the overdue amount for each calendar day of delay, but not more than 10% (ten per cent) of the overdue amount.

16. The Parties shall be liable for breach of obligations hereunder under the laws of the Republic of Kazakhstan and the terms and conditions hereof.

17. The terms and conditions hereof may be amended only by mutual agreement of the Parties and executed in writing.

18. The Purchaser shall not be liable for any deviation of the actual value of the installed capacity utilisation factor from the projected one, as well as for the actions of third parties, including, but not limited to, those related to dispatching, transmission and distribution of electric power.

## **6. Force majeure circumstances**

19. The Parties shall not be liable for non-fulfilment and (or) improper fulfilment of the terms and conditions hereof, if it resulted from force majeure.

20. Force majeure is an event preventing the performance hereof, beyond the control of the Parties, not related to their miscalculation or negligence and having an unforeseen nature shall be recognised as a force majeure event.

21. The Purchaser's lack of sufficient funds for any reason shall not constitute a force majeure event and shall not relieve the Purchaser from liability for late payments.

22. The Party exposed to force majeure shall notify the other Party thereof within ten calendar days from the moment of its occurrence, specifying the nature, causes of force majeure and its expected duration with submission of supporting documents.

## **7. Countering corruption (anti-corruption clause)**

23. The Parties shall assume the responsibility to co-operate in preventing and combating corruption in the performance of the Parties' obligations hereunder.

24. In the performance of their obligations hereunder, the Parties, including their affiliates, employees or intermediaries, shall undertake to:

1) not to pay, offer to pay or authorise the payment of any money or valuables, directly or indirectly, to any persons in order to influence the actions or decisions of such persons for the purpose of obtaining personal benefit in relation to the subject matter hereof;

2) not to commit offences that create conditions for corruption, as well as corruption offences related to unlawful receipt of benefits and advantages;

3) undertake measures arising from their powers and duties and immediately report information on all cases of detection of corruption offences in line with the anti-corruption legislation of the Republic of Kazakhstan.

25. Should a Party suspect that a violation of any anti-corruption conditions has occurred or may occur, the respective Party shall notify the other Party in writing.

#### **8. Actions of the Parties when the Seller takes a loan from financial organisations for construction of a RES facility**

26. Should the Seller raise financing for the construction of the RES facility from financial organisations against the pledge of cash proceeds hereunder, the Seller shall send to the Purchaser a relevant notification on the pledge of cash proceeds stating the period of validity of this notification.

27. The Seller's provision of a notification of pledge of cash proceeds to the Purchaser expresses the Seller's irrevocable and unconditional consent for the Purchaser to take the following actions with regard hereto:

1) the Purchaser shall make payments due to the Seller in favour of the financial institution upon receipt of a corresponding request from the financial institution. Each payment in favour of the financial institution shall be deemed to be due performance of the Purchaser's monetary obligation to the Seller hereunder;

2) the Seller shall be replaced if the Purchaser receives a request from a financial institution on the necessity of such replacement. The Seller shall be replaced at the request of the financial institution after the relevant amendments are made by the authorised body to the List of Energy Producing Organisations Using Renewable Energy Sources as per sub-paragraph 10-3) of Article 6 of the Law on RES;

3) the Purchaser shall notify the financial institution of any failure of the Seller to fulfil its obligations to the Purchaser hereunder, which may result in termination or suspension hereof.

#### **9. Settlement of disputes**

28. Disputes deriving herefrom shall be resolved under the laws of the Republic of Kazakhstan.

29. The Parties shall endeavour to resolve disputes hereunder by direct negotiations.

30. Each of the Parties shall reserve the right to apply to court to resolve a dispute related to the conclusion, validity, performance, modification, suspension and termination hereof, as well as to resolve other disputes hereunder.

31. Any disputes associated with the conclusion, validity, execution, change, suspension and termination hereof, as well as otherwise related hereto, shall be considered in the state court at the location of the Purchaser, unless the claimant decides to consider disputes in the International Arbitration Centre of the Astana International Financial Centre as per the Rules.

## **10. Term of validity of the Agreement and the auction price**

32. This Agreement shall enter into force from the date of its signing by the Parties.

33. This Agreement and the auction price mentioned herein shall terminate upon expiry of twenty years starting from the date of commencement of the comprehensive test of electrical installations of the RES facility, at which the electric power is supplied to the unified electric power system of the Republic of Kazakhstan, or from the date of expiry of the term envisaged by the first part of sub-paragraph 13) of paragraph 9 hereof, whichever occurs earlier.

## **11. Final provisions**

34. This Agreement shall be terminated in cases of:

1) the Seller fails to meet the deadline for commissioning of the RES utilisation facility stipulated by sub-paragraph 13) of paragraph 9 hereof;

2) failure by the Seller to meet the deadline for providing financial security for fulfilment of the terms and conditions hereof in compliance with the Rules.

35. All amendments and additions hereto shall be valid only if they are made in writing and signed by the authorised representatives of the Parties.

36. Should this Agreement be terminated by the Seller earlier than the term specified in sub-paragraph 13) of paragraph 9 hereof, the Seller shall notify the Purchaser in writing of the termination 30 (thirty) calendar days prior to the expected date of termination, subject to the fifth paragraph of paragraph 14 hereof, after which the Agreement shall be deemed terminated.

37. All correspondence between the Parties shall be in writing by electronic and/or hard copy letters.

38. This Agreement shall be drawn up in the Kazakh and Russian languages in two hard copies having equal legal force, or in electronic form.

39. The Agreement is executed in Astana, signed by both Parties and entered by the Purchaser in the Register of concluded agreements on \_\_\_\_\_ 20 \_\_\_\_ under №\_\_\_\_\_.

## **12. Details and signatures of the Parties**

Seller

Purchaser

\_\_\_\_\_  
(full name)  
Legal address:  
\_\_\_\_\_  
Actual address:  
\_\_\_\_\_  
Telephone/fax:  
\_\_\_\_\_  
Business Identification Number:  
\_\_\_\_\_  
Bank identification code:  
\_\_\_\_\_  
Individual identification code:  
\_\_\_\_\_  
\_\_\_\_\_  
(bank name)  
\_\_\_\_\_  
(position)  
\_\_\_\_\_  
(surname, first name, patronymic (if any))  
stamp here (if any)

\_\_\_\_\_  
(full name)  
Legal address:  
\_\_\_\_\_  
Actual address:  
\_\_\_\_\_  
Telephone/fax:  
\_\_\_\_\_  
Business Identification Number:  
\_\_\_\_\_  
Bank identification code:  
\_\_\_\_\_  
Individual identification code:  
\_\_\_\_\_  
\_\_\_\_\_  
(bank name)  
\_\_\_\_\_  
(position)  
\_\_\_\_\_  
(surname, first name, patronymic (if any))  
stamp here (if any);

Appendix 2 to order  
of the acting Minister of Energy  
of the Republic of Kazakhstan  
№ 349 of September 22, 2023  
of the Minister of Energy  
of the Republic of Kazakhstan  
№ 480 of December 28, 2017

Standard form

### Agreement

**for the Sale of Electricity Produced by Renewable Energy Facilities, Energy Waste Management Facilities,  
Single Purchaser of Electricity to Industrial Complexes, Direct Consumers № \_\_\_\_\_**

**Footnote. Appendix 2 - as revised by order of the Acting Minister of Energy of the Republic of Kazakhstan № 349 dated 22.09.2023 (shall become effective ten calendar days after the date of its first official publication).**

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(place of conclusion of the agreement)

\_\_\_\_\_  
(specify the full name of the single electricity purchaser)

business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_

—,

(specify position, surname, first name, patronymic (if any)

acting by virtue of \_\_\_\_\_,

(indicate the ground on which the authorisation arose)

hereinafter referred to as the Seller, as the party of the first part, and

\_\_\_\_\_,

(specify full name of the organisation)

business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_

—,

(specify position, surname, first name, patronymic (if any)

acting by virtue of \_\_\_\_\_,

(indicate the ground on which the authorisation arose)

hereinafter referred to as the Purchaser, as the party of the second part, jointly

referred to as the Parties and individually as a Party, considering the following:

1) the Law of the Republic of Kazakhstan “On Electric Power Industry” (hereinafter referred to as the Law);

2) the Law of the Republic of Kazakhstan “On Supporting the Use of Renewable Energy Sources”;

3) order of the Minister of Energy of the Republic of Kazakhstan № 118 dated 20 February 2015 “On Approval of the Rules for Determination of Tariff for Support of Renewable Energy Sources” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10622) (hereinafter - the Rules for Determination of Tariff);

4) Order of the Minister of Energy of the Republic of Kazakhstan № 106 dated February 20, 2015 “On Approval of the Rules for Establishing and Operating the Wholesale Electricity Market” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10531) (hereinafter referred to as the Wholesale Market Rules);

5) Order of the Minister of Energy of the Republic of Kazakhstan № 164 of March 02, 2015 “On Approval of the Rules for Centralised Purchase by a Single Purchaser of Electric Energy of Electric Energy Produced by Renewable Energy Facilities, Energy Waste Management Facilitie” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10662) (hereinafter - the Rules), have entered into this Agreement for the Sale of Electricity Produced by Renewable Energy Sources Utilisation Facilities, Energy Waste Disposal Facilities, Single Purchaser of Electricity to Industrial Complexes, Direct Consumers (hereinafter referred to as the Agreement) as follows.

## 1. Terms and definitions

1. The following basic concepts are used herein:

1) settlement period is a period specified herein as a period of time equal to one calendar month from 12:00 a.m. of the first day to 24:00 p.m. (Astana time) of the last day of the calendar month;

2) system operator is a national company engaged in centralised operational and dispatch control, ensuring parallel operation with power systems of other states, maintaining balance in the power system, rendering system services and acquiring auxiliary services from wholesale power market entities, as well as transmission of power via the national power grid, its maintenance and keeping it in operational readiness;

3) actual balance of production-consumption of electricity in the wholesale electricity market of the Republic of Kazakhstan (hereinafter - actual balance) - a document drawn up by the system operator showing the volumes of supplied and consumed electricity for the settlement period;

4) operating day is a calendar day starting at 12:00 a.m. and ending at 24:00 p.m. (Central European time), during which the daily schedule of electricity generation-consumption is implemented;

5) industrial complex - wholesale consumers supplied with electric power from generating sources owned, leased or otherwise possessing the right of ownership, lease or other proprietary right;

6) direct consumers - wholesale consumers supplied with electricity from energy producing organisations belonging to the same group of entities as them under bilateral contracts;

7) single purchaser of electricity is a legal entity with 100% state participation, appointed by the competent authority, engaged in centralised purchase and centralised sale of planned volumes of electricity under the procedure envisaged by the Law;

8) wholesale electricity market is a system of relations related to the purchase and sale of planned volumes of electricity, operating under electricity purchase and sale agreements between the wholesale electricity market entities;

9) wholesale electricity market participants include energy producing, energy transmitting, energy supplying organisations, energy producing organisations using renewable energy sources, energy producing organisations using secondary energy resources, energy producing organisations using energy waste management, electricity consumers and digital miners included in the list of wholesale electricity market participants formed by the system operator, as well as the system operator, centralised trading market operator and the single power purchaser;

Other concepts used herein shall be applied pursuant to the laws of the Republic of Kazakhstan in the field of electric power industry.

## **2. Scope of the Agreement**

2. The Purchaser hereunder shall purchase electricity from the Seller at prices and in volumes calculated by the Seller in the order determined by the competent authority, with due account of the share of its planned electricity consumption in the total planned consumption of the Republic, excluding planned volumes of consumption by the wholesale electricity market participants, engaged in digital mining activities, the volumes of electricity purchased by them from renewable energy sources that are part of them, the volumes of electricity purchased by them from renewable energy sources that are wholesale electricity market participants, and the Seller's costs for the purchase of electricity from renewable energy sources, as per the submitted purchase order included in the daily electricity production-consumption schedule approved by the system operator in view of technical expertise.

3. The Purchaser shall purchase electricity from the following power plants (information on each power plant shall be specified):

a) name – \_\_\_\_\_;

б) power plant type - \_\_\_\_\_;

в) total installed capacity of generating equipment of the power plant - \_\_\_\_\_ (MW).

### **3. Rights and liability of the Parties**

4. The Seller shall be obliged to:

1) sell electricity generated by renewable energy facilities, energy waste utilisation facilities to the Purchaser in line with the Wholesale Market Rules;

2) on a monthly basis until the 20th day of the month following the month of delivery, issue a consignment note for the outsourcing of goods, or other primary document confirming the fact of sale of the volume produced by renewable energy facilities, energy waste management facilities, invoice;

3) should the primary document not be signed by the Purchaser as per sub-paragraph 2) of paragraph 4 hereof, the primary document signed by the Seller's party shall be deemed valid.;

4) at least once every six months make a reconciliation of mutual settlements;

5) 5) immediately notify the Purchaser of any amendments to its name, legal address, actual location and other details required for fulfilment of the terms and conditions hereof;

6) perform other obligations envisaged by the electricity sector legislation and this Agreement.

5. The Purchaser shall be obliged to:

1) ensure its inclusion in the list of wholesale electricity market participants formed by the system operator under the Wholesale Market Rules;

2) purchase electricity generated by renewable energy facilities, energy waste utilisation facilities from the Seller under the Wholesale Market Rules;



3) provide monetary funds for the application for the purchase of electricity generated by renewable energy facilities, energy waste utilisation facilities as per the Wholesale Market Rules;

4) daily by 08.00 a.m. (Astana time) enter information on planned volumes of electricity purchase into the balancing electricity market system as per the Wholesale Market Rules;

Herewith, the volume of the purchase order filed by the Seller shall be preliminary and shall be specified by 09:00 a.m. (Astana time) of the day preceding the operating day.

5) daily by 09.00 a.m. (Astana time) update the purchase order in the balancing market system after distribution of the volume of electricity produced by renewable energy facilities, energy waste disposal facilities;

6) annually, by the twentieth of December, submit to the Seller data on forecasted electricity consumption volumes for the coming year;

7) within 5 (five) working days after receipt, sign a consignment note or other primary document confirming the fact of selling the volume of electricity produced by renewable energy facilities, energy waste management facilities;

8) in the event of disagreement with the primary document pursuant to sub-paragraph 7) of paragraph 5 hereof or with the invoice, within 3 (three) working days from the date of receipt thereof, submit to the Seller a written statement setting forth its objections.;

9) pay the Seller for the volume of electric energy produced by renewable energy sources utilisation facilities, waste energy recovery facilities under paragraph 8 hereof not later than the last day of the month following the settlement period;

10) at least once every six months reconcile mutual settlements;

11) immediately notify the Seller of any amendments to its name, legal address, actual location and other details required for fulfilment of the terms and conditions hereof.;

12) fulfil other obligations envisaged by the legislation in the field of electric power industry and this Agreement.

6. The Seller shall be entitled to:

1) require the Purchaser to fulfil the terms and conditions hereof;

2) inform the System Operator of the Purchaser's failure to fulfil the terms and conditions hereof:

a) securing in cash the application for purchase of electric energy produced by renewable energy sources utilisation facilities, energy waste utilisation facilities mentioned in sub-paragraph 3) of paragraph 5 hereof;

b) full repayment of debts for sold electricity produced by renewable energy facilities, energy waste utilisation facilities under paragraph 8 hereof;

3) apply to judicial authorities to resolve disputable issues related to conclusion, performance and cancellation hereof.

4) require fulfilment of other obligations of the Purchaser hereunder and the laws of the Republic of Kazakhstan.

7. The Purchaser shall be entitled to:

- 1) require the Seller to fulfil the terms and conditions hereof.
- 2) apply to judicial authorities to resolve disputes related to the conclusion, performance and cancellation hereof.
- 3) require fulfilment of other duties of the Seller hereunder and the laws of the Republic of Kazakhstan.

#### **4. Mutual settlements between the Parties**

8. Upon expiry of the settlement period, the Parties shall make final calculations of the volume of electricity generated by renewable energy facilities, energy waste utilisation facilities under the Wholesale Market Rules.

9. Should the Purchaser's actual payment to the Seller for the electricity purchased from the Seller during the settlement period be less than the value of the respective prepayment made by the Purchaser for the settlement period, this difference between the values and the prepayment shall be taken as the Purchaser's overpayment for the settlement period, which shall be refunded to the Purchaser at the Purchaser's discretion or used as a component of its prepayment for the next day.

Should the Purchaser's actual payment to the Seller for the electricity purchased from the Seller during the settlement period exceed the value of the relevant prepayment made by the Purchaser for the settlement period, this difference between the values and the prepayment in the form of cash shall be paid by the Purchaser to the settlement bank account of the Seller by the end of the month following the settlement period.

10. The payment mentioned in sub-paragraph 7) of paragraph 5 hereof shall be made by the Purchaser based on the respective invoice presented by the Seller for payment and the consignment note for the sale of goods on the side or other primary document signed by the Parties for the volume of purchased electricity produced by renewable energy facilities, waste energy recovery facilities on the wholesale electricity market with a breakdown for each hour of the settlement period.

#### **5. Liability of the Parties**

11. For overdue payments envisaged hereunder, upon the Seller's request, the Purchaser shall pay to the Seller a penalty at the rate of 0.1% (zero point one-tenth) of the overdue amount for each calendar day of delay, but not more than 10% (ten per cent) of the overdue amount, as per paragraph 10 hereof.

12. Payment of penalties (fine, penalty) shall not release the Parties from fulfilment of their obligations hereunder.

13. For non-performance or improper performance of obligations hereunder, the Parties shall be liable under the laws of the Republic of Kazakhstan and the terms and conditions hereof.

14. The terms and conditions hereof may be amended only by mutual agreement of the Parties and executed in writing.

## **6. Countering corruption (anti-corruption clause)**

15. The Parties shall assume the responsibility to co-operate in preventing and combating corruption in the performance of the Parties' obligations hereunder.

16. In performing their obligations hereunder, the Parties, including their affiliates, employees or intermediaries, shall undertake:

1) not to pay, offer to pay, or authorise the payment of any money or thing of value, directly or indirectly, to any person for the purpose of influencing the actions or decisions of that person for personal gain in relation to the subject matter hereof;

2) not to commit offences enabling corruption, as well as corruption offences related to unlawful receipt of benefits and advantages;

3) to take measures arising from their powers and duties and immediately report information on all cases of detection of corruption offences in line with the laws of the Republic of Kazakhstan on combating corruption.

17. Should a Party suspect that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

## **7. Settlement of disputes**

18. In case of any disputes between the Parties relating hereto, the Parties shall endeavour to settle the dispute through negotiations.

19. Disputes arising hereunder shall be resolved pursuant to the laws of the Republic of Kazakhstan.

20. In disputable cases, the final document for mutual settlements between the Parties shall be the actual balance of production-consumption of electricity in the wholesale electricity market of the Republic of Kazakhstan, presented by the system operator.

21. Should one of the Parties have reasonable claims to the other Party regarding fulfilment of obligations hereunder, such Party shall state the essence of the claim in writing, to which the other Party shall provide a reasoned response within five working days from the date of receipt of the claim or agree on the term of elimination of remarks with the Party that sent the claim.

22. Each of the Parties shall have the right to apply to court to resolve a dispute related to the conclusion, validity, performance, modification, suspension and cancellation hereof, as well as to resolve other disputes associated herewith.

23. Any dispute regarding the conclusion, validity, performance, amendment and cancellation hereof, as well as other issues hereunder, shall be subject to consideration in the court at the location of the Seller.

#### **8. Force majeure circumstances**

24. The Parties shall not be liable for non-fulfilment and (or) improper fulfilment of the terms and conditions hereof, if it is the result of force-majeure circumstances.

25. A force majeure event shall mean an event preventing the performance hereof, beyond the control of the Parties, not related to their miscalculation or negligence and having unforeseeable nature.

26. The Party exposed to force majeure shall notify the other Party thereof within 10 (ten) calendar days from the moment of its occurrence, specifying the nature, causes of force majeure and its expected duration with submission of substantiating documents.

#### **9. Term of validity of the Agreement**

27. This Agreement shall enter into force as of \_\_\_\_\_20\_\_\_ and shall remain in force until the 31st of December 20 \_\_\_\_\_.

28. The validity term hereof shall be extended for 1 (one) calendar year, unless either party declares termination hereof thirty calendar days prior to the expiration hereof.

#### **10. Terms and conditions of amendment and termination of the Agreement**

29. This Agreement shall be amended by agreement of the Parties by means of conclusion of an addendum hereto, save for the cases envisaged hereunder.

30. This Agreement between the Seller and the Purchaser shall be terminated in the following cases:

1) liquidation of the Purchaser under the civil laws of the Republic of Kazakhstan and absence of the Purchaser's indebtedness to the Seller;

2) meeting all the following conditions: termination of the Purchaser's participation in the wholesale electricity market, and corresponding exclusion of the Purchaser from the list of wholesale electricity market participants formed by the system operator.

#### **11. Final provisions**

31. This Agreement shall be drawn up in the Kazakh and Russian languages in two hard copies having equal legal force, or in electronic form.

32. This Agreement has been executed in Astana and recorded by the Seller in the register of concluded agreements.

#### **12. Details and signatures of the Parties**

Seller

Purchaser

\_\_\_\_\_  
(full name)

\_\_\_\_\_  
(full name)

Legal address:  
\_\_\_\_\_

Legal address:  
\_\_\_\_\_

Actual address:  
\_\_\_\_\_

Actual address:  
\_\_\_\_\_

Telephone/fax:  
\_\_\_\_\_

Telephone/fax:  
\_\_\_\_\_

Business Identification Number:  
\_\_\_\_\_

Business Identification Number:  
\_\_\_\_\_

Bank identification code:  
\_\_\_\_\_

Bank identification code:  
\_\_\_\_\_

Individual identification code:  
\_\_\_\_\_

Individual identification code:  
\_\_\_\_\_

\_\_\_\_\_  
(bank name)

\_\_\_\_\_  
(bank name)

\_\_\_\_\_  
(position)

\_\_\_\_\_  
(position)

\_\_\_\_\_  
(surname, first name, patronymic (if any))

\_\_\_\_\_  
(surname, first name, patronymic (if any))

stamp here (if any)

stamp here (if any);

Appendix 3 to order  
of the acting Minister of Energy  
of the Republic of Kazakhstan  
№ 349 of September 22, 2023  
of the Minister of Energy  
of the Republic of Kazakhstan  
№ 480 of December 28, 2017

Standard form

## Agreement

**for the sale of electricity generated by renewable energy facilities, energy waste management facilities by a single power purchaser to qualified consumers № \_\_\_\_\_**

**Footnote. Appendix 3 - as revised by order of the Acting Minister of Energy of the Republic of Kazakhstan № 349 dated 22.09.2023 (shall take effect ten calendar days after the date of its first official publication).**

\_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(place of conclusion of the agreement)

\_\_\_\_\_  
(specify the full name of the single electricity purchaser)

business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_,  
(specify position, surname, first name, patronymic (if any))  
acting by virtue of \_\_\_\_\_,  
(indicate the ground on which the authorisation arose)  
hereinafter referred to as the Seller, as the party of the first part, and

\_\_\_\_\_

(specify full name of the organisation)  
business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_,

(specify position, surname, first name, patronymic (if any))

acting by virtue of \_\_\_\_\_,

(indicate the ground on which the authorisation arose)

hereinafter referred to as the Purchaser, as the party of the second part, jointly  
referred to as the Parties and individually as a Party, considering the following:

1) The Law of the Republic of Kazakhstan “On Electric Power Industry” (hereinafter referred to as the Law);

2) Law of the Republic of Kazakhstan “On Supporting the Use of Renewable Energy Sources”;

3) order of the Minister of Energy of the Republic of Kazakhstan № 106 dated February 20, 2015 “On Approval of the Rules for Organising and Operating the Wholesale Electricity Market” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10531) (hereinafter - the Wholesale Market Rules);

4) order of the Minister of Energy of the Republic of Kazakhstan № 118 dated 20 February 2015 “On Approval of the Rules for Determination of Tariff for Support of Renewable Energy Sources” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10622) (hereinafter - Rules for Determination of Tariff);

5) order of the Minister of Energy of the Republic of Kazakhstan № 164 dated March 02, 2015 “On Approval of the Rules for Centralised Purchase by a Single Power Purchaser of Electricity of Electricity Produced by Renewable Energy Facilities, Energy Waste Management Facilities” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10662) (hereinafter referred to as the Rules), have entered into this Agreement for the Sale of Electricity Produced by Renewable Energy Facilities, Waste Energy Recovery Facilities by a Single Power Purchaser to Qualified Consumers (hereinafter referred to as the Agreement) as follows.

## **1. Terms and definitions**

1. The following basic concepts are used herein:

1) qualified consumers shall mean a person or a group of persons, consisting of energy-producing entities that use fossil fuels for electricity generation and (or)

energy-producing entities that own or otherwise legally operate facilities (commissioned after January 1, 2018 and not included by the competent authority in the list of energy producing organisations using renewable energy sources) for the use of secondary energy resources, and (or) operating facilities (commissioned after January 1, 2021) for the use of secondary energy resources, the electricity generated by them is fully consumed by this person or group of persons or is sold to a single purchaser of electricity at centralised tenders;

2) settlement period is a period specified herein as a period of time equal to one calendar month from 12:00 a.m. of the first day to 24:00 p.m. (Astana time) of the last day of the calendar month;

3) system operator is a national company engaged in centralized operational and dispatch control, ensuring parallel operation with power systems of other states, maintaining balance in the power system, rendering system services and acquiring auxiliary services from wholesale power market entities, as well as transmission of power through the national power grid, its maintenance and keeping it in operational readiness;

4) actual balance of production-consumption of electric power in the wholesale electricity market of the Republic of Kazakhstan (hereinafter - actual balance) is a document drawn up by the system operator showing the volumes of supplied and consumed electric power for the settlement period;

5) operating day is a calendar day starting at 12:00 p.m. and ending at 24:00 p.m. Central European time, during which the daily schedule of production-consumption of electric power is realised;

6) single purchaser of electricity is a legal entity with 100% state participation, appointed by the competent authority, involved in centralised purchase and centralised sale of planned volumes of electricity under the procedure stipulated by the Law;

7) wholesale electricity market is a system of relations associated with the purchase and sale of planned volumes of electricity, operating under the electricity purchase and sale contracts between the wholesale electricity market entities;

8) wholesale electricity market participants include energy producing, energy transmitting, energy supplying entities, energy producing entities using renewable energy sources, energy producing entities using secondary energy resources, energy producing entities using energy waste management, electricity consumers and digital miners included in the list of wholesale electricity market participants formed by the system operator, as well as the system operator, the centralised trading market operator and the single power purchaser;

Other concepts used herein shall be applied as per the laws of the Republic of Kazakhstan in the field of electric power industry.

## **2. Scope of the Agreement**

2. The Purchaser hereunder shall purchase electricity from the Seller at prices and in volumes calculated by the Seller following the procedure established by the competent

authority, considering the share of its planned electricity consumption in the total planned consumption of the Republic, excluding planned volumes of consumption by wholesale electricity market entities, engaged in digital mining operations, volumes of electricity purchased by them from renewable energy sources that are part of them, volumes of electricity purchased by them from renewable energy sources that are wholesale electricity market participants, and the Seller's expenditures for the purchase of electricity from renewable energy sources, as per the submitted purchase order included in the daily electricity production-consumption schedule approved by the system operator, with due account of technical expertise.

3. The Purchaser shall produce (receive under direct contracts) electricity at the following renewable energy sources (hereinafter - RES) and/or secondary energy resources (hereinafter - SER) utilisation facilities (details for each RES and/or SER utilisation facility shall be specified):

a) name – \_\_\_\_\_;

b) sites where RES utilisation facility (facilities) and (or) SER utilisation facility (facilities) are located - cadastral number: - \_\_\_\_\_, total land plot area - \_\_\_\_\_ hectare;

c) total installed capacity of the generating equipment of the facility for the use of RES and (or) the facility for the use of SER, broken down by type of RES and (or) SER used (MW);

d) estimated coefficient of utilisation of the installed capacity of the power plant of the RES utilisation facility and (or) the SER utilisation facility \_\_\_\_;

e) power connection point \_\_\_\_\_.

4. The Purchaser shall generate electricity from the following power plants (information on each power plant using fossil fuels shall be specified):

a) name – \_\_\_\_\_;

b) type of power plant using fossil fuels - \_\_\_\_\_;

c) total installed capacity of generating equipment of the power plant using fossil fuels - \_\_\_\_\_ (MW).

5. Electricity produced by the RES and/or SER facility commissioned by the Purchaser and supplied to the grid of the energy transmitting organisation during the period of absence or malfunction of commercial metering devices installed at the point of delivery shall not be accounted for in the mutual settlements of the Parties. However, the fact and period of absence or malfunction of commercial metering devices at the RES utilisation facility and (or) SER utilisation facility put into operation by the Purchaser shall be confirmed by the relevant act of the energy transmission organisation to whose grid the RES utilisation facility and (or) SER utilisation facility is connected.

### **3. Rights and liability of the Parties**

6. The Seller shall be obliged:



1) to sell electricity generated by renewable energy facilities, energy waste utilisation facilities to the Purchaser under the Wholesale Market Rules;

2) on a monthly basis by the 20th day of the month following the month of delivery, to issue a consignment note for the outsourcing of goods, or other primary document confirming the fact of sales of the volume produced by renewable energy facilities, energy waste management facilities, invoice;

3) should the primary document not be signed by the Purchaser as per sub-paragraph 2) of paragraph 6 hereof, the primary document signed by the Seller's party shall be deemed authorised;

4) to reconcile mutual settlements at least once every six months;

5) to notify the Purchaser immediately of any amendments to its name, legal address, actual location and other details needed to fulfil the terms and conditions hereof;

6) to fulfil other obligations envisaged by the laws in the field of electric power industry and this Agreement.

7. The Purchaser shall be obliged to:

1) ensure its inclusion in the list of wholesale electricity market entities formed by the system operator under the Wholesale Market Rules;

2) purchase electricity generated by renewable energy facilities, energy waste utilisation facilities from the Seller under the Wholesale Market Rules;

3) secure in cash an application for the purchase of electricity generated by renewable energy facilities, energy waste utilisation facilities under the Wholesale Market Rules;

4) daily by 08.00 a.m. (Astana city time), enter data on planned electricity purchase volumes into the balancing electricity market system under the Wholesale Market Rules;

Herewith, the volume of the purchase order submitted by the Seller shall be preliminary and shall be specified by 09:00 a.m. (Astana time) of the day preceding the operating day.

5) daily by 09.00 a.m. (Astana time) update the purchase order in the balancing market system after distribution of the volume of electricity produced by renewable energy facilities, energy waste disposal facilities;

6) annually, by the twentieth of December, send to the Seller data on forecasted electricity consumption volumes for the coming year;

7) within 5 (five) working days after receipt of the consignment note for sale of goods, sign it, or any other primary document confirming the fact of sale of the planned volume of electric power;

8) notify the Seller of the date of the comprehensive test of electrical installations of the RES utilisation facility and (or)SER utilisation facility commissioned by the Purchaser 30 (thirty) calendar days prior to the commencement of the relevant test and provide the Seller with the forecast volume of electricity generation and supply to the grid for the period until the end of the current year, broken down by months;

9) prior to commissioning of the RES utilisation facility and (or) SER utilisation facility, ensure operation of the ACEMS at its RES utilisation facility and (or) SER utilisation facility. The ACEMS shall have remote data transmission to regional dispatch centres; present to the Seller a copy of the act of acceptance into operation of the RES utilisation facility and (or) SER utilisation facility put into operation and approved in the order established by the laws of the Republic of Kazakhstan in the field of architectural, town-planning and construction activities, within 5 (five) working days from the date of signing of this act;

10) submit to the Seller a copy of the act of delineation of balance and operational responsibility of the parties, signed between the energy transmitting organisation and the energy producing organisation using RES and (or) SER utilisation facility within 5 (five) working days from the date of signing this act;

11) provide the Seller with a copy of the acceptance certificate of the commercial electricity metering scheme, including the scheme of placement of commercial and technical metering devices at the facility for RES use and (or) at the facility for SER use, signed between the energy transmission organisation and the energy producing organisation using RES within 5 (five) working days from the date of signing this certificate;

12) should the Seller disagree with the primary document as per sub-paragraph 7) of paragraph 7 hereof or with the invoice within 3 (three) working days from the date of receipt thereof, submit to the Seller a written application stating its objections.;

13) pay to the Seller the volume of electric energy produced by renewable energy sources utilisation facilities, waste energy recovery facilities under paragraph 10 hereof not later than the last day of the month following the settlement period;

14) reconcile mutual settlements at least once every six months;

15) immediately notify the Seller of any amendments to its name, legal address, actual location and other details required for the performance of the terms and conditions hereof;

16) to fulfil other obligations envisaged by the laws in the field of electric power industry and this Agreement.

8. The Seller shall have the right to:

1) require the Purchaser to fulfil the terms and conditions hereof;

2) inform the System Operator of the Purchaser's failure to have the following::

a) provision in cash of the application for purchase of electric energy produced by renewable energy sources utilisation facilities, energy waste utilisation facilities specified in sub-paragraph 3) of paragraph 7 hereof;

b) full repayment of the debt for the volume of purchase and sale of planned electricity under paragraph 7 hereof;

3) apply to the court authorities to settle disputable issues associated with the conclusion, performance and cancellation hereof.

4) require the execution of other Purchaser's obligations hereunder and under the laws of the Republic of Kazakhstan.

9. The Purchaser shall have the right to:

1) require the Seller to comply with the terms and conditions hereof.

2) apply to the court authorities to settle disputable issues associated with the conclusion, performance and cancellation hereof.

3) require the performance of other Seller's duties hereunder and under the laws of the Republic of Kazakhstan.

#### **4. Mutual settlements between the Parties**

10. Upon expiry of the settlement period, the Parties shall make final calculations of the volume of electricity generated by renewable energy facilities, energy waste utilisation facilities under the Wholesale Market Rules.

11. Should the Purchaser's actual payment to the Seller for the electricity purchased from the Seller during the settlement period be less than the Buyer's prepayment for the settlement period, this difference between the values and the prepayment shall be taken as the Purchaser's overpayment for the settlement period, which, at the discretion of the Purchaser, shall be refunded to the Seller or used as a component of its prepayment for the next day.

Should the Purchaser's actual payment to the Seller for the electricity purchased from the Seller during the settlement period exceed the value of the relevant prepayment made by the Purchaser for the settlement period, this difference between the values and the prepayment in the form of cash shall be paid by the Purchaser to the settlement bank account of the Seller by the end of the month following the settlement period.

12. The payment mentioned in sub-paragraph 7) of paragraph 7 hereof shall be made by the Purchaser upon submission by the Seller for payment of the respective invoice and the consignment note signed by the Parties for the sale of goods to third parties or other primary document for the volume of purchased electricity produced by renewable energy facilities, waste energy recovery facilities on the wholesale electricity market with a breakdown for each hour of the settlement period.

#### **5. Liability of the Parties**

13. Upon the Seller's request, the Purchaser shall pay a penalty at the rate of 0.1% (zero point one-tenth) of the overdue amount for each calendar day of delay, but not exceeding 10% (ten per cent) of the overdue amount, as per paragraph 12 hereof, for late payments envisaged hereunder.

14. Payment of penalties (fine, penalty) shall not release the Parties from fulfilment of their obligations hereunder.

15. For failure to fulfil or improper fulfilment of obligations hereunder, the Parties shall be liable under the laws of the Republic of Kazakhstan and the terms and conditions hereof.

16. The terms and conditions hereof may be amended only by mutual agreement of the Parties and executed in writing.

## **6. Countering corruption (anti-corruption clause)**

17. The Parties shall assume the responsibility to co-operate in preventing and combating corruption in the performance of the Parties' obligations hereunder.

18. In performing their obligations hereunder, the Parties, including their affiliates, employees or intermediaries, shall undertake to:

1) not pay, offer to pay, or authorise the payment of any money or thing of value, directly or indirectly, to any person for the purpose of influencing the actions or decisions of that person for personal gain in relation to the subject matter hereof;

2) not to engage in offences enabling corruption, as well as corruption offences related to the unlawful receipt of benefits and advantages;

3) adopt measures arising from their powers and duties and immediately report on all cases of detection of corruption offences under the legislation of the Republic of Kazakhstan on counteracting corruption.

19. Should a Party suspect that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

## **7. Settlement of disputes**

20. Should any disputes arise between the Parties relating hereto, the Parties shall endeavour to settle the dispute by negotiation.

21. Disputes arising hereunder shall be resolved under the laws of the Republic of Kazakhstan.

22. In disputable cases, the final document for mutual settlements between the Parties shall be the actual balance of production-consumption of electricity in the wholesale electricity market of the Republic of Kazakhstan, presented by the system operator.

23. Should one of the Parties have reasonable claims to the other Party regarding fulfilment of obligations hereunder, such Party shall state the essence of the claim in writing, to which the other Party shall respond reasonably within five working days from the date of receipt of the claim or agree on the term of elimination of remarks with the Party that sent the claim.

24. Each of the Parties shall possess the right to apply to court to resolve a dispute related to the conclusion, validity, performance, modification, suspension and cancellation hereof, as well as to resolve other disputes related hereto.

25. Any disputes regarding the conclusion, validity, performance, amendment and cancellation hereof, as well as other issues hereunder, shall be settled in the court at the location of the Seller.

## **8. Force majeure circumstances**

26. The Parties shall not be liable for non-fulfilment and (or) improper fulfilment of the terms and conditions hereof, if it is the result of force-majeure circumstances.

27. A force majeure event shall mean an event preventing the performance hereof, beyond the control of the Parties, not related to their miscalculation or negligence and having unforeseeable nature.

28. The Party exposed to force majeure shall notify the other Party thereof within 10 (ten) calendar days from the moment of its occurrence, specifying the nature, causes of force majeure and its expected duration with submission of substantiating documents, their duration with submission of supporting documents.

## **9. Term of validity of the Agreement**

29. This Agreement shall enter into force as of \_\_\_\_\_20\_\_\_ and shall remain in force until the 31st of December 20 \_\_\_\_\_.

30. The validity term hereof shall be extended for 1 (one) calendar year, unless either party declares termination hereof thirty calendar days prior to the expiration of this Agreement.

## **10. Terms and conditions of amendment and termination of the Agreement**

31. This Agreement shall be amended by agreement of the Parties by means of conclusion of an addendum hereto, save for the cases envisaged hereunder.

32. This Agreement between the Seller and the Purchaser shall be terminated in the following cases:

1) liquidation of the Purchaser under the civil laws of the Republic of Kazakhstan and absence of the Purchaser's indebtedness to the Seller;

2) meeting all the following conditions: termination of the Purchaser's participation in the wholesale electricity market, and corresponding exclusion of the Purchaser from the list of wholesale electricity market participants formed by the system operator.

## **11. Final provisions**

33. This Agreement shall be drawn up in the Kazakh and Russian languages in two hard copies having equal legal force, or in electronic form.

34. This Agreement has been executed in Astana and recorded by the Seller in the register of concluded agreements.

## **12. Details and signatures of the Parties**

Seller

Purchaser

\_\_\_\_\_  
(full name)  
Legal address: \_\_\_\_\_  
\_\_\_\_\_  
Actual address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone/fax: \_\_\_\_\_  
\_\_\_\_\_  
Business Identification Number: \_\_\_\_\_  
\_\_\_\_\_  
Bank identification code: \_\_\_\_\_  
\_\_\_\_\_  
Individual identification code: \_\_\_\_\_  
\_\_\_\_\_  
(bank name) \_\_\_\_\_  
\_\_\_\_\_  
(position) \_\_\_\_\_  
\_\_\_\_\_  
(surname, first name, patronymic (if any))  
stamp here (if any)

\_\_\_\_\_  
(full name)  
Legal address: \_\_\_\_\_  
\_\_\_\_\_  
Actual address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone/fax: \_\_\_\_\_  
\_\_\_\_\_  
Business Identification Number: \_\_\_\_\_  
\_\_\_\_\_  
Bank identification code: \_\_\_\_\_  
\_\_\_\_\_  
Individual identification code: \_\_\_\_\_  
\_\_\_\_\_  
(bank name) \_\_\_\_\_  
\_\_\_\_\_  
(position) \_\_\_\_\_  
\_\_\_\_\_  
(surname, first name, patronymic (if any))  
stamp here (if any);

Appendix 1 to order  
of the acting Minister of Energy  
the Republic of Kazakhstan  
№ 349 of September 22, 2023  
of the Minister of Energy  
of the Republic of Kazakhstan  
№ 480 of December 28, 2017

Standard form

### Agreement

**for the purchase of electricity by a single purchaser of electricity from an energy producing organisation using energy waste management at auction prices № \_\_\_\_\_**

**as revised by order of the Acting Minister of Energy of the Republic of Kazakhstan № 349 dated 22.09.2023 (shall be put into effect upon expiration of ten calendar days after the date of its first official publication).**

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(place of conclusion of the agreement)

\_\_\_\_\_  
(specify the full name of the single electricity purchaser)  
business identification number: \_\_\_\_\_,  
represented by \_\_\_\_\_,

(specify position, surname, first name, patronymic (if any)

acting by virtue of \_\_\_\_\_,

(indicate the ground on which the authorisation arose)

hereinafter referred to as the Purchaser, as the party of the first part, and

\_\_\_\_\_,  
(specify full name of the organisation)

business identification number: \_\_\_\_\_,

represented by \_\_\_\_\_,

(specify position, surname, first name, patronymic (if any)

acting by virtue of \_\_\_\_\_,

(indicate the ground on which the authorisation arose)

hereinafter referred to as Seller, as the party of the second part, jointly referred to as Parties, and individually a Party, bearing in mind the following:

1) The Law of the Republic of Kazakhstan “On Electric Power Industry” (hereinafter referred to as the Law);

2) Code of the Republic of Kazakhstan “Environmental Code of the Republic of Kazakhstan” (hereinafter referred to as the Environmental Code);

3) Decree of the Government of the Republic of Kazakhstan № 271 of March 27, 2014 “On Approval of the Rules for Determination of Fixed Tariffs and Marginal Auction Prices” (hereinafter - Rules for Determination of Fixed Tariffs and Marginal Auction Prices);

4) Order of the Minister of Energy of the Republic of Kazakhstan № 106 dated February 20, 2015 "On Approval of the Rules for Organising and Operating the Wholesale Electricity Market" (recorded in the Register of State Registration of Regulatory Legal Acts under № 10531) (hereinafter referred to as the Wholesale Market Rules);

5) Order of the Minister of Energy of the Republic of Kazakhstan № 164 dated 02 March 2015 “On Approval of the Rules for Centralised Purchase by a Single Power Purchaser of Electricity of Electricity Produced by Renewable Energy Facilities, Energy Waste Management Facilities” (recorded in the Register of State Registration of Regulatory Legal Acts under № 10662) (hereinafter referred to as the Rules);

6) the Seller's application for conclusion of this Agreement (incoming № \_\_\_\_\_ dated “\_\_\_\_” \_\_\_\_\_ 20\_\_\_\_) as per the Appendix, to the Rules, have entered into this Agreement of Purchase of Electric Power by a Single Purchaser of Electric Power from an Energy Producing Organisation Using Energy Waste Management at Auction Prices (hereinafter referred to as the Agreement) as follows.

## 1. Terms and definitions

1. The following basic concepts are used herein:

1) auction price is the price for the purchase of electricity produced by a facility for the use of renewable energy sources, a facility for energy waste disposal, established as a result

of auction bidding and not exceeding the level of the relevant auction ceiling price by a single power purchaser;

2) commercial metering device is a technical device intended for commercial metering of electric power, electric or thermal energy, authorised for use pursuant to the procedure established by the laws of the Republic of Kazakhstan in the field of electric power industry;

3) energy producing organisation using energy recovery of waste is a legal entity engaged in production of energy from energy recovery of waste under the Law and environmental legislation of the Republic of Kazakhstan;

4) waste energy recovery facility is a set of technical devices and installations designed for energy recovery of waste, and interrelated facilities and infrastructure technologically necessary for energy recovery of waste.

5) financial organisation is a legal entity performing entrepreneurial activity on provision of financial services;

6) regional dispatch centre is a regional dispatch centre of the system operator, which is operationally subordinate to the national dispatch centre of the system operator and performs operational and dispatch functions for a certain region;

7) automated commercial electricity metering system (hereinafter referred to as ACEMS) is a complex of measuring instruments and hardware and software complex for measuring, collecting, processing, storing and transmitting electricity metering data.

Other concepts used herein shall be applied as per the laws of the Republic of Kazakhstan in the field of electric power industry.

## **2. Scope of the Agreement**

2. Under the Law, the Purchaser shall procure electricity from the Seller to cover the daily electricity consumption schedule of the energy waste disposal facility, with due regard to the technical expertise of the system operator, to the extent of its planned supply of electricity to the grid.

The Seller shall generate electricity at the following energy waste management facility:

1) capacity/area - \_\_\_\_\_;

2) land plot(s) on which the energy waste disposal facility is located - cadastral number: - \_\_\_\_\_, total land plot area - \_\_\_\_\_ hectare;

3) total installed capacity of the generating equipment of the waste energy recovery facility, calculated as the sum of nominal (specified in passport data) capacities of the main generating equipment based on passport data of the main generating equipment - \_\_\_\_\_ (MW);

4) projected coefficient of utilisation of the installed capacity of the energy waste disposal facility \_\_\_\_\_;

5) mains connection point - \_\_\_\_\_.



3. The price of electric energy hereunder shall be the auction price, which is \_\_\_\_\_ (\_\_\_\_\_ ) per 1 (one) kilowatt-hour of electric energy not including value added tax. The auction price shall be annually indexed in the order established by the Rules for Determination of Fixed Tariffs and Limit Auction Prices.

4. Changes in the amount of the auction price as a result of its indexation and/or the order of indexation of the auction price shall be formalised by signing an addendum hereto, specifying the date of commencement of application of the relevant changes, as determined under the Rules for Determination of Fixed Tariffs and Marginal Auction Prices.

### **3. Metering of volume and payment for electric energy**

5. Metering of the volume of planned supply of electric power to the grid shall be based on the applications submitted by the Seller and included in the daily schedule of production-consumption of electric power approved by the system operator.

6. Financial settlement of electricity imbalances from energy waste disposal facilities shall be made by the Seller under the laws of the Republic of Kazakhstan.

7. In disputable cases, the final document for mutual settlements between the Parties shall be the daily schedule of electricity production-consumption approved by the system operator.

8. The Purchaser shall pay for the planned volume of electricity after the system operator approves the daily schedule of electricity production-consumption for the coming day in line with the Wholesale Market Rules.

### **4. Rights and liability of the Parties**

9. The Seller shall be obliged to:

1) enter data on planned volumes of electricity sales into the balancing electricity market system in compliance with the Wholesale Market Rules daily until 08:00 a.m. (Astana time);

2) on a monthly basis, not later than the fifth day of the month following the month of supply, present to the Purchaser a consignment note or other primary document and an invoice for the planned volume of electricity under the Wholesale Market Rules;

3) reconcile mutual settlements at least once every six months;

4) annually, by the twentieth of December, submit to the Purchaser data on the forecast volumes of generation and supply of electricity to the grid for the coming year, broken down by month;

5) notify the Purchaser immediately of any amendments to its name, legal address, actual location and other details needed to fulfil the terms and conditions hereof;

6) prior to the comprehensive testing of the energy waste management facility, ensure the operation of the ACEMS at its energy waste management facility. The ACEMS shall be able to remotely transmit data to the regional dispatch centres of the system operator;

7) within 10 (ten) working days from the date of signing of the acceptance certificate of the commercial electricity metering scheme and prior to the commencement of the comprehensive test of the waste energy recovery facility, submit to the Purchaser a copy of the acceptance certificate of the commercial electricity metering scheme, including the scheme of placement of commercial and technical metering devices at the waste energy recovery facility, signed between the energy transmission organisation and the Seller for the waste energy recovery facility in respect of which the Agreement is concluded;

8) 10 (ten) calendar days prior to the comprehensive test, provide a copy of the letter of approval of the comprehensive test programme by the system operator and a copy of the ACEMS commissioning certificate;

9) 5 (five) working days prior to the commencement of the comprehensive tests, supply the Purchaser with 18-digit ACEMS identification codes;

10) ensure compliance with daily schedules of electricity generation in line with the electricity laws of the Republic of Kazakhstan;

11) not later than the seventh day of the month following the month of delivery, present a copy of the act of meter reading of commercial electricity metering devices signed by the Seller and the power transmission entity to whose power grids the energy waste disposal facility is connected;

12) provide the Purchaser with a copy of the notification of the commencement of construction and installation works of the energy waste disposal facility in respect of which this Agreement is concluded, sent to the public authority exercising state architectural and construction control - within 24 (twenty-four) months from the date of signing hereof;

13) provide the Purchaser with a copy of the act of acceptance of the waste energy disposal facility as per the laws of the Republic of Kazakhstan in the field of architectural, town-planning and construction activities, in respect of which this Agreement has been concluded - within 60 (sixty) months from the date of signing hereof.

Herewith, the mentioned terms shall be prolonged for 1 (one) calendar year if, prior to the expiration of the term envisaged by the first part of this sub-paragraph, the confirmation is provided by the authorised organisation (person) exercising technical supervision under the laws of the Republic of Kazakhstan in the sphere of architectural, town-planning and construction activities on the performance of construction and installation works on the energy waste disposal facility in the volume of not less than 70% of the total volume of works on the construction of the energy waste disposal facility;

14) submit to the Purchaser a copy of the act of delineation of balance and operational responsibility of the parties signed between the energy transmission organisation and the Seller for the waste energy recovery facility in respect of which this Agreement has been concluded - within 10 (ten) working days from the date of signing of the act of delineation of balance and operational responsibility of the parties and prior to the commencement of comprehensive testing of the waste energy recovery facility;

15) at the Purchaser's request, submit data on the progress of the construction of the energy waste utilisation facility;

16) grant the Purchaser financial security for fulfilment of the terms and conditions hereof in the amount of \_\_\_\_\_ within 30 (thirty) calendar days from the date of signing hereof as required by the Rules;

17) promptly notify the Purchaser of the Seller's reorganisation (merger, consolidation, division, separation, spin-off, transformation));

18) construct an energy recovery facility for waste utilisation using new generating units (not previously in operation);

19) upon the Purchaser's request, present information on the main specifications of the primary resource used at the waste energy recovery facility for the production of electrical energy.

10. The Purchaser shall be obliged to:

1) within 20 (twenty) calendar days from the date of receipt of the consignment note or other primary document from the Seller sign it or, if the Seller does not agree with the Seller's data on the volume of supplied electricity, within the same period send the Seller its written reasoned refusal accompanied by documents confirming the validity of such refusal;

2) pay to the Seller the declared volume of electric power in the daily schedule of production-consumption of electric power for the forthcoming day approved by the system operator in the order and terms specified in paragraph 8 hereof;

3) reconcile mutual settlements at least once a half year;

4) immediately notify the Seller of any amendments to its name, legal address, actual location and other details required for the performance of the terms and conditions hereof;

5) in the event of commissioning of the RES facility within the terms specified in the first part of sub-paragraph 13) of paragraph 9 hereof, to refund the financial security of fulfilment of the terms hereof in the amount of 100 per cent (one hundred per cent) within 10 working days from the date of submission of the written request.

Herewith, in case of withholding 30% (thirty per cent) of the amount of financial security for the fulfilment of the terms and conditions hereunder, 70% (seventy per cent) shall be refunded in the order established by the Rules;

6) immediately notify the Seller of the Purchaser's reorganisation (merger, consolidation, division, separation, spin-off, transformation);

11. The Seller shall have the right to:

1) require the Purchaser to fulfil the terms and conditions hereof;

2) perform current or capital repairs of the waste energy recovery facility, including replacement of the main generating equipment, providing that the total installed capacity of the generating equipment of the waste energy recovery facility, specified herein, will not be increased;

3) assign its existing and future rights and claims against the Purchaser arising hereunder, with notice to the Purchaser prior to the conclusion of the relevant assignment agreement. Herewith, rights and claims under this sub-paragraph shall be assigned after the central executive body has entered the list of energy producing organisations using energy waste management into the list of energy producing organisations using energy waste management, in the field of environmental protection using energy waste management, approved by the authorised body in accordance with the Environmental Code, with provision by the Party, accepting the rights and claims hereunder, financial security as per sub-paragraph 16) of paragraph 9 hereof, as well as with the conclusion of the relevant agreement between the Purchaser, the Seller and the Party accepting the rights and claims hereunder;

4) fully assign its rights and obligations hereunder to a third party in case of alienation of the waste energy recovery facility to the same person. If so, the rights and obligations hereunder shall be transferred to the third party simultaneously with the rights to the energy waste management facility.

12. The Purchaser shall have the right to:

1) require the Seller to comply with the terms and conditions hereof;

2) deduct the amount of overpayment from the amounts due to the Seller in future payments, if the settlement of disagreements between the Parties on the volume of electricity supplied in the month of delivery reveals that the Purchaser has paid an excessive amount to the Seller;

3) require the performance of other Seller's duties hereunder and under the laws of the Republic of Kazakhstan in the field of electric power industry.

## **5. Liability of the Parties**

13. Should the Seller fail to submit a copy of the notification on the commencement of construction and installation works of the energy waste management facility as per sub-paragraph 12) of paragraph 9 hereof for more than 6 months, the Purchaser shall withhold 30% (thirty per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereof in the manner prescribed by the Rules, with a corresponding written notification to the Seller.

14. The Purchaser shall withhold the financial security for the fulfilment of the terms and conditions hereunder as provided for in the Rules, with appropriate written notification to the Seller in the following cases:

- failure of the Seller to comply with the deadlines for submitting a copy of the acceptance certificate of the waste energy management facility as per part one of sub-paragraph 13) paragraph 9 hereof in the amount of 100 per cent (one hundred per cent) of the amount of financial security for the fulfilment of the terms and conditions hereof as established by the Rules, with a corresponding written notification to the Seller. Herewith, in case of withholding a part of the financial security for the fulfilment of the terms and conditions

hereof under paragraph 13 hereof, 70% (seventy per cent) of the amount of the financial security shall be withheld for the fulfilment of the terms and conditions hereof as specified in the Rules;

- extension of the term specified in part two of sub-paragraph 13) paragraph 9 hereof in the amount of 100 per cent (one hundred per cent) of the amount of financial security for the fulfilment of the terms and conditions hereof in the order established by the Rules, with a corresponding written notification to the Seller. In this case, in case of withholding a part of the financial security for the fulfilment of the terms and conditions hereunder as per paragraph 13 hereof, 70% (seventy per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereof shall be withheld pursuant to the procedure set forth in the Rules;

- occurrence of the event specified in paragraph 33 hereof in the amount of 100 per cent (one hundred per cent) of the amount of the financial security for the fulfilment of the terms and conditions hereof in the manner prescribed by the Rules, with a corresponding written notification to the Seller. However, in case of withholding a part of the financial security for the fulfilment of the terms and conditions hereunder as per paragraph 13 hereof, 70% of the amount of the financial security for the fulfilment of the terms and conditions hereunder shall be withheld pursuant to the procedure established by the Rules;

- the Seller's refusal to fulfil the terms and conditions hereof in terms of submission of documents within the terms prescribed by sub-paragraph 13) of paragraph 9 hereof in the order established by the Rules.

15. For late payments envisaged by paragraph 8 hereof, upon the Seller's request, the Purchaser shall pay to the Seller a penalty of 0.1% (zero point one per cent) of the overdue amount for each calendar day of delay, but not more than 10% (ten per cent) of the overdue amount.

16. The Parties shall be liable for breach of obligations hereunder under the laws of the Republic of Kazakhstan and the terms and conditions hereof.

17. The terms and conditions hereof may be amended only by mutual agreement of the Parties and executed in writing.

18. The Purchaser shall not be liable for deviation of the actual value of the installed capacity utilisation factor from the forecast one, as well as for actions of third parties, including, but not limited to, those associated with dispatching, transmission and distribution of electric energy.

## **6. Force majeure circumstances**

19. The Parties shall not be liable for non-fulfilment and (or) improper fulfilment of the terms and conditions hereof, if it is the result of force-majeure circumstances.

20. A force majeure event shall mean an event preventing the performance hereof, beyond the control of the Parties, not related to their miscalculation or negligence and having unforeseeable nature.

21. Lack of sufficient funds from the Purchaser for any reason shall not constitute force majeure and shall not relieve the Purchaser from liability for late payments.

22. The Party exposed to force majeure shall notify the other Party thereof within ten calendar days from the moment of its occurrence, specifying the nature, causes of force majeure and its expected duration with submission of supporting documents.

## **7. Countering corruption (anti-corruption clause)**

23. The Parties shall assume the responsibility to co-operate in preventing and combating corruption in the performance of the Parties' obligations hereunder.

24. In performing their obligations hereunder, the Parties, including their affiliates, employees or intermediaries, shall undertake:

1) not to pay, offer to pay, or authorise the payment of any money or thing of value, directly or indirectly, to any person for the purpose of influencing the actions or decisions of that person for personal gain in relation to the subject matter hereof;

2) not to engage in offences enabling corruption, as well as corruption offences related to the unlawful receipt of benefits and advantages;

3) adopt measures arising from their powers and duties and immediately report on all cases of detection of corruption offences under the legislation of the Republic of Kazakhstan on counteracting corruption.

25. Should a Party suspect that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

## **8. Actions of the Parties when the Seller takes a loan from financial organisations for the construction of an energy waste management facility**

26. Should the Seller raise financing for the construction of the energy waste management facility from financial organisations against the pledge of cash proceeds hereunder, the Seller shall send to the Purchaser a relevant notice of pledge of cash proceeds stating the period of validity of this notice.

27. The Seller's provision of a notice of pledge of proceeds to the Purchaser shall express the Seller's irrevocable and unconditional consent to the Purchaser's undertaking the following actions relating hereto:

1) the Purchaser shall make payments due to the Seller in favour of the financial institution upon receipt of a corresponding request from the financial institution. Each payment in favour of the financial institution shall be deemed to be due performance of the Purchaser's monetary obligation hereunder to the Seller;

2) replacement of the Seller when the Purchaser receives a request from a financial institution that such replacement is necessary. The Seller shall be replaced at the request of the financial institution after the relevant changes are made by the competent authority to the List of Energy Producing Entities Using Energy Waste Management under the Environmental Code;

3) provision by the Purchaser of any information to the financial organisation on cases of non-performance of the Seller's obligations hereunder, which may result in termination or suspension hereof.

## **9. Settlement of disputes**

28. Disputes arising hereunder shall be resolved under the laws of the Republic of Kazakhstan.

29. The Parties shall endeavour to resolve disputes hereunder through direct negotiations.

30. Each of the Parties shall retain the right to apply to court to resolve a dispute regarding the conclusion, validity, performance, modification, suspension and termination hereof, as well as to resolve other disputes hereunder.

31. Any disputes associated with the conclusion, validity, performance, amendment, suspension, and cancellation hereof, as well as otherwise related hereto, shall be resolved in the state court at the Purchaser's location.

## **10. Term of validity of the Agreement and the auction price**

32. This Agreement shall enter into force from the date of its signing by the Parties.

33. This Agreement and the auction price specified herein shall terminate upon expiry of fifteen years starting from the date of commencement of the comprehensive test of electrical installations of the energy waste disposal facility, at which the electric power is supplied to the unified electric power system of the Republic of Kazakhstan, or from the date of expiry of the term envisaged by the first part of sub-paragraph 13) of paragraph 9 hereof, whichever occurs earlier.

## **11. Final provisions**

34. This Agreement shall be terminated in the following cases:

1) breach by the Seller of the deadline for commissioning the waste energy recovery facility envisaged by sub-paragraph 13) of paragraph 9 hereof;

2) failure of the Seller to comply with the deadline for providing financial security for the fulfilment of the terms and conditions hereof as provided by the Rules.

35. Any amendments and additions hereto shall be valid only if made in writing and signed by authorised representatives of the Parties.

36. Should this Agreement be terminated by the Seller earlier than the term specified in sub-paragraph 13) of paragraph 9 hereof, the Seller shall be obliged to provide the Purchaser with a written notice of termination hereof thirty (30) calendar days prior to the proposed date of termination thereof, subject to the fifth indent of paragraph 14 hereof, whereupon the Agreement shall be deemed terminated.

37. All correspondence between the Parties shall be in writing by electronic and/or hard copy letters.

38. This Agreement shall be drawn up in the Kazakh and Russian languages in two hard copies having equal legal force, or in electronic form.

39. The Agreement is executed in Astana, signed by both Parties and entered by the Purchaser in the Register of Concluded Agreements on “ \_\_\_ ” \_\_\_\_\_ 20 \_\_\_\_ under № \_\_\_\_  
—.

**12. Details and signatures of the Parties**

Seller	Purchaser
_____	_____
(full name)	(full name)
Legal address:	Legal address:
_____	_____
Actual address:	Actual address:
_____	_____
Telephone/fax:	Telephone/fax:
_____	_____
Business Identification Number:	Business Identification Number:
_____	_____
Bank identification code:	Bank identification code:
_____	_____
Individual identification code:	Individual identification code:
_____	_____
(bank name)	(bank name)
_____	_____
(position)	(position)
_____	_____
(surname, first name, patronymic (if any))	(surname, first name, patronymic (if any))
stamp here (if any)	stamp here (if any);