



On approval of a standard form of a Subsidy and Guarantee Agreement under the State Program of Support and Development of Business "The Business Road Map 2020", forms of a Subsidy Agreement, Guarantee Agreement, Agreement on provision of a grant for implementation of new business ideas, Agreement on provision of a grant for implementation of industrial-innovative projects under business-incubation

Invalidated Unofficial translation

Order of the Minister of National Economy of the Republic of Kazakhstan dated March 6, 2019 no.18. Registered with the Ministry of Justice of the Republic of Kazakhstan dated March 11, 2019, no. 18377.

Unofficial translation

Footnote. Abolished by order of the Minister of National Economy of the Republic of Kazakhstan dated January 29, 2020 No. 5 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

In accordance with the decree of the Government of the Republic of Kazakhstan dated April 19, 2016, no.234 "On certain measures of state support to private entrepreneurship" **I HEREBY ORDER:**

1. To approve:

1) the standard form of the Subsidy and Guarantee Agreement under the State Program of Support and Development of Business "The Business Road Map 2020" according to annex 1 to the present order;

2) the form of the Subsidy Agreement according to annex 2 to the present order;

3) the form of the Guarantee Agreement according to annex 3 to the present order;

4) the form of the Agreement on provision of a grant for implementation of new business ideas according to annex 4 to the present order;

5) the form of the Agreement on provision of a grant for implementation of industrial-innovative projects under business-incubation according to annex 5 to the present order.

2. To declare to be no longer in force:

1) the order of the Minister of National Economy of the Republic of Kazakhstan dated August 11, 2017 no. 299 "On approval of a standard form of Subsidy and Guarantee Agreement under the Unified Business Support and Development Program "Business Roadmap 2020", forms of the Subsidy Agreement, of the Guarantee Agreement, Agreement on Provision of a Grant" (registered with the Register of State

Registration of Normative Legal Acts as no.15674, published on September 27, 2017 in the Reference Control Bank of Normative Legal Acts of the Republic of Kazakhstan);

2) the order of the Minister of National Economy of the Republic of Kazakhstan dated April 11, 2018 no.148 "On amendments to the Order of the Minister of National Economy of the Republic of Kazakhstan dated August 11, 2017 no. 299 " On approval of a standard form of Subsidy and Guarantee Agreement under the Unified Business Support and Development Program "Business Roadmap 2020", forms of the Subsidy Agreement, of the Guarantee Agreement, Agreement on Provision of a Grant " (registered with the Register of State Registration of Normative Legal Acts as no.16824, published on May 11, 2018 in the Reference Control Bank of Normative Legal Acts of the Republic of Kazakhstan).

3. Department of State Support of Entrepreneurship shall provide in accordance with the order established by the law:

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

2) within ten calendar days from the date of state registration of the present order with the Ministry of Justice of the Republic of Kazakhstan to send it in Kazakh and Russian languages to the Republican State Enterprise on the Right of Economic Management "Republican Center of Legal Information" for official publication and inclusion to the Reference Control Bank of Normative Legal Acts of the Republic of Kazakhstan;

3) placement of the present order on the internet-resource of the Ministry of National Economy of the Republic of Kazakhstan;

4) within ten calendar days after state registration of the present order with the Ministry of Justice of the Republic of Kazakhstan, submission to the Legal Department of the Ministry of National Economy of the Republic of Kazakhstan of information on execution of measures, stipulated by subparagraphs 1), 2) and 3) of the present paragraph.

4. Control over execution of the present order shall be entrusted to the supervising Vice-Minister of National Economy of the Republic of Kazakhstan.

5. This order shall come into force from the date of its first official publication.

*Minister of National Economy
of the Republic of Kazakhstan*

R. Dalenov

Annex 1
to the order of the
Minister of National Economy
of the Republic of Kazakhstan
dated March 6, 2019 no.18

Form

Standard Subsidy and Guarantee Agreement under the State Program of Support and Development of Business "The Business Road Map 2020"

city _____ " _____ " _____ 20__

This Subsidy and Guarantee Agreement under the State Program of Support and Development of Business "The Business Road Map 2020" (hereinafter referred to as the Agreement) is concluded between:

1) "Regional Coordinator of the Program":

_____ represented by _____, acting on the basis of _____, and _____, and

2) "Financial Agency":

"Damu" Entrepreneurship Development Fund" Joint Stock Company represented by _____, acting on the basis of _____, jointly referred to as the "Parties", and each separately as the "Party", or as it has been stated above, in accordance with:

State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated August 25, 2018 no. 522 (hereinafter referred to as the Program);

Rules for subsidizing of part of the rate of interest under the State Program of Support and Development of Business "The Business Road Map 2020" (hereinafter referred to as the Rules for subsidizing), Rules for subsidizing of part of the margin on the goods and part of the lease payment constituting the income of the Islamic banks, when financing of business entities by the Islamic banks under the State Program of Support and Development of Business "The Business Road Map 2020" (hereinafter referred to as the Rules for subsidizing when financing by the Islamic banks) and the Rules for guaranteeing under loans of small and medium business entities under the State Program of Support and Development of Business "The Business Road Map 2020" (hereinafter referred to as the Rules for guaranteeing), approved by the decree of the Government of the Republic of Kazakhstan dated April 19, 2016, no.234.

1. Terms and definitions

1. The following basic terms and definitions shall be used in the present Agreement :

1) priority sectors of economy under the Program – priority sectors of economy in accordance with the Common Classifier of Economic Activity (hereinafter referred to as the CCEA);

2) bank-paying agent – an authorized bank of a leasing company / Islamic leasing company, which is coordinated with the Financial Agency and exercises functions on maintaining special account of a leasing company / Islamic leasing company, intended for transfers and writing-offs of subsidies under the projects;

3) first direction – support of new business initiatives of entrepreneurs of monocities, small towns and rural localities;

4) second direction – branch support of entrepreneurs / subjects of industrial-innovative activities, performing activity in priority sectors of economy and branches of processing industry;

5) Islamic bank – a second tier bank carrying out banking activities stipulated by chapter 4-1 of the Law of the Republic of Kazakhstan dated August 31, 1995 "On banks and banking activities in the Republic of Kazakhstan", on the basis of a license and participating in the Program;

6) subsidizing under the Islamic financing – a form of financial support of entrepreneurs, used for partial repayment of expenses paid by the entrepreneur to the Islamic bank / Islamic leasing company, as an extra charge on the goods / part of the lease payment, constituting the income of the Islamic bank / Islamic leasing company, on financing in exchange for the fulfillment in the future of certain conditions related to the operating activities of the entrepreneur;

7) Subsidy agreement under the Islamic financing - a trilateral written agreement concluded between the Financial Agency, Islamic bank / Islamic leasing company and entrepreneur, under conditions of which the financial agency subsidizes partially the extra charge on the goods / part of the lease payment, constituting the income of the Islamic bank / Islamic leasing company, under financing of the entrepreneur, issued by the Islamic bank / Islamic leasing company;

8) the Islamic leasing company – a legal entity, created in the form of a joint stock company, performing its activities in accordance with chapter 2-1 of the Law of the Republic of Kazakhstan dated July 5, 2000 "On Financial Leasing" and participating in the Program;

9) an authorized body of the financial agency - a permanent collegial body, carrying out its activities within its powers, entrusted to it by internal acts of the “Damu” Entrepreneurship Development Fund” Joint Stock Company for consideration and adoption of the decision on possibility / impossibility and termination / renewal of subsidizing of the project of an entrepreneur;

10) financial lease agreement – a written agreement concluded between a leasing company / bank / development bank and entrepreneur, according to which the leasing company / bank / development bank provides financial leasing to the entrepreneur;

11) Subsidies – periodic payments on a non-repayable and non-returnable basis paid by the Financial Agency to the bank / development bank / Islamic bank / leasing company / Islamic leasing company, in the framework of subsidizing entrepreneurs on the basis of subsidy agreements / subsidy agreements under the Islamic financing;

12) subsidizing – a form of state financial support of entrepreneurs, used for partial reimbursement of expenses paid by the entrepreneur to the bank / development bank / leasing company in interest for loans / leasing in exchange of performance of future certain conditions, related to the operational activities of the entrepreneur;

13) subsidy agreement – a trilateral written agreement concluded between the Financial Agency, bank / development bank / leasing company and the entrepreneur according to which the Financial Agency shall partially subsidize the rate of interest on the loan / leasing of the entrepreneur, issued by the bank / development bank / leasing company.

14) the third direction – reduction of currency risks of entrepreneurs.

Other terms and definitions, used in the present Agreement shall be determined by the Program, Rules for subsidizing, Rules for subsidizing under the financing of the Islamic banks and the Rules for guaranteeing.

2. Subject matter of the Agreement

2. According to the conditions of this agreement, the regional coordinator of the Program shall transfer to the financial agency the funds provided for subsidizing and guaranteeing at the expense of the funds of the republican and (or) local budgets.

3. Rights and obligations of the Parties

3. The Financial Agency shall have the right:

1) to monitor compliance with the deadlines for the fulfillment of obligations established by this Agreement, and to require their timely execution;

2) to control and to require timely transfer by the Regional Coordinator of the Program of monetary assets under the present Agreement;

3) in case of sending by the Financial Agency of a notice to the Regional Coordinator of the Program about the need to transfer funds to subsidize entrepreneurs and non-receipt of funds within a month from the date of notification, not to transfer subsidies to the bank / development bank / Islamic bank / leasing company / Islamic leasing company until the necessary funds are received from the Regional Coordinator of the Program;

4) to stop paying subsidies in cases stipulated by paragraph 130 of the Rules for subsidizing.

4. The Financial Agency shall be obliged:

1) to transfer the amounts of subsidies to the special current account opened at the bank / Islamic bank / leasing company / Islamic leasing company / bank-paying agent;

2) to notify timely the Regional Coordinator of the Program about the need to transfer funds for subsidizing the entrepreneurs;

3) within 3 (three) working days after the signing of each guarantee agreement, to send a written notice to the Regional Coordinator of the Program;

4) to conduct monitoring, stipulated by the Program;

5) to enter into Guarantee Agreement subject to availability of funds from the local budget;

6) to accept entrepreneur documents and to submit projects for consideration by the authorized body of a financial agency subject to availability of funds for subsidizing from the budget.

5. The Regional Coordinator of the Program shall have the right:

1) to request information from the Financial Agency on the use of funds transferred for subsidies and guarantees under the Program.

2) to require targeted use of funds transferred to subsidies and guarantees under the Program from the Financial Agency.

6. The Regional Coordinator of the Program shall be obliged:

1) to transfer timely funds for subsidizing to the Financial Agency to the account, indicated by the Financial Agency;

2) from the moment of receipt of the funds intended for subsidizing, to transfer funds to the Financial Agency within 10 (ten) working days in the amount of 50% of the amount allocated for the implementation of the Program in the corresponding financial year to the account indicated by the Financial Agency and to make subsequent payments in accordance with applications of the Financial Agency;

3) within 3 (three) working days following notification from the Financial Agency, to transfer funds to the Financial Agency provided for guaranteeing loans in the amount of 20% of the amount of each issued guarantee established in the Guarantee Agreement;

4) within 1 (one) month from the date of receipt of the application of the Financial Agency, to amend the payment financing plan and to transfer funds for subsidies;

5) in the absence of an application from the Financial Agency, not to transfer the remaining funds provided for subsidizing entrepreneurs.

4. Liability of the Parties

7. Each of the Parties to this Agreement shall be liable for non-performance and (or) improper performance of obligations arising from this Agreement, in accordance with the civil law of the Republic of Kazakhstan.

8. On a quarterly basis, by the 15th day of the second month following the reporting quarter, reconciliation acts shall be signed between the Regional Coordinator of the Program and the Financial Agency, on credited funds and the amount of subsidies under this Agreement.

9. On a quarterly basis by the 25th day of the month following the reporting quarter , reconciliation acts shall be signed on credited funds and guarantee volumes between the Regional Coordinator of the Program and the Financial Agency.

5. Force Majeure Circumstances

10. Force majeure circumstances - are the circumstances of impossibility of full or partial performance of obligations by either of the Parties under the Agreement (natural disasters, military operations, force majeure). Therewith the nature, the period of duration, the fact of occurrence of force majeure circumstances shall be confirmed by the relevant documents of the authorized state bodies.

11. The Parties shall be released from liability for non-performance or improper performance of their obligations under the Agreement if the impossibility of performance has been the result of force majeure circumstances.

12. In the event of force majeure circumstances, the Party for which the impossibility of performance of its obligations under the Agreement has been created, shall timely, within 10 (ten) working days from the onset, notify other Parties of such circumstances.

13. In the absence of timely notice, the Party shall be obliged to indemnify the other Party for damage caused by failure to notice or untimely notification.

14. The occurrence of force majeure circumstances shall extend the period of fulfillment of the Agreement for the period of their duration.

15. If such circumstances continue for more than 2 (two) months in a row, then each of the Parties shall have the right to refuse from further fulfillment of obligations under the Agreement.

6. Settlement of Disputes

16. All disputes and disagreements related to or arising from the Agreement shall be resolved through negotiations between the Parties. Disputes not settled through negotiations shall be resolved in court in accordance with the civil law of the Republic of Kazakhstan.

7. Alteration of Conditions of the Agreement

17. The provisions of the present Agreement may be amended and (or) added in accordance with the procedure stipulated by the civil law of the Republic of Kazakhstan. Only those amendments and additions shall be recognized valid and binding that are made in writing by agreement of the Parties and signed by the authorized representatives of the Parties and sealed with a seal (if any).

8. Final Provisions

18. In case of the change of the legal status of the Parties, all rights and obligations under the Agreement and in pursuance of the Agreement, including all rights and obligations, arisen in connection with the settlement of the disputes and disagreements, shall pass to the successors of the Parties.

19. The present Agreement shall constitute the complete understanding of the Parties in connection with the subject matter of this Agreement and shall supersede all previous written or oral agreements and arrangements that existed between them regarding the subject matter of the Agreement.

20. The present Agreement has been made in ___ (_____) identical copies in the Kazakh and Russian languages, ___ (_____) copy(ies) in the Kazakh and Russian languages for each of the Parties, each having equal legal force.

21. The present Agreement shall come into force from the date of signing by all Parties and shall be valid until complete fulfillment by the Parties of their obligations under the Agreement.

22. In all other cases not provided for by this Agreement, the Parties shall be governed by the civil law of the Republic of Kazakhstan.

9. Legal Addresses, Bank Details and Signatures of the Parties

The Regional Coordinator of the Program (State institution)	Financial Agency
	"Damu" Entrepreneurship Development Fund" Joint Stock Company
Republic of Kazakhstan	Republic of Kazakhstan
city _____	city _____
street _____	street _____
telephone _____	telephone _____
BIN _____	BIN _____
IIC KZ _____	IIC KZ _____
BIC _____	BIC _____
Beneficiary Code _____	Beneficiary Code _____
SI " _____ "	JSC " _____ "
seal	seal

Subsidy Agreement no. ____

city _____ "___" _____ 20__

"Damu" Entrepreneurship Development Fund" Joint Stock Company represented by _____, acting on the basis of _____, hereinafter referred to as the "Financial Agency", on the one party

and Joint Stock Company / Limited Liability Partnership / "bank / development bank / leasing company _____" represented by _____, acting on the basis of _____, hereinafter referred to as the "bank / leasing company", on the other party,

and _____ represented by _____, acting on the basis of _____, hereinafter referred to as the "Beneficiary", jointly referred to as the "Parties" and separately as the "Party", or as it is indicated above, have made the present Subsidy Agreement (hereinafter referred to as the Agreement) in accordance with:

State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated August 25, 2018 no. 522 (hereinafter referred to as the Program);

Rules for subsidizing of part of the rate of interest under the State Program of Support and Development of Business "The Business Road Map 2020" approved by the decree of the Government of the Republic of Kazakhstan dated April 19, 2016, no .234 (hereinafter referred to as the Rules for subsidizing);

Mechanism of lending the priority projects approved by the decree of the Government of the Republic of Kazakhstan dated December 11, 2018 no. 820 "On certain issues of ensuring long-term tenge liquidity for solving the problem of affordable lending" (hereinafter referred to as the Mechanism);

The Minutes no.____ dated__ _____ 20__ of the meeting of the authorized body of the Financial Agency.

1. Terms and definitions

1. The following basic terms and definitions shall be used in the present Agreement :

1) priority sectors of economy under the Program / Mechanism – priority sectors of economy in accordance with Common Classifier of Economic Activity (hereinafter referred to as the CCEA);

2) an authorized body of the Financial Agency – a permanent collegial body of the “Damu” Entrepreneurship Development Fund” Joint Stock Company, carrying out its activities within its powers, entrusted to it by internal acts for consideration and adoption of the decision on possibility / impossibility and termination / renewal of subsidizing of the project of the Beneficiary;

3) financial lease agreement – a written agreement concluded between a leasing company / bank / development bank and entrepreneur, according to which the leasing company / bank / development bank provides financial leasing to the entrepreneur;

4) subsidy agreement – a trilateral written agreement concluded between the Financial Agency, bank / development bank / leasing company and the entrepreneur according to which the Financial Agency shall partially subsidize the rate of interest on the loan / leasing of the entrepreneur, issued by the bank / development bank / leasing company;

5) subsidies – periodic payments on a non-repayable and non-returnable basis paid by the Financial Agency to the bank / development bank / Islamic bank / leasing company / Islamic leasing company, in the framework of subsidizing entrepreneurs on the basis of subsidy agreements / subsidy agreements under the Islamic financing;

6) subsidizing – a form of state financial support of entrepreneurs, used for partial reimbursement of expenses paid by the entrepreneur to the bank / development bank / leasing company in interest for loans / leasing in exchange of performance of future certain conditions, related to the operational activities of the entrepreneur.

Other terms and definitions, used in the present Agreement shall be determined by the Program, Rules for subsidizing / Mechanism.

2. Subject matter of the Agreement

2. According to the conditions of this Agreement, the Financial Agency shall carry out subsidizing of a part of the rate of interest of the Beneficiary on the loan received at _____ (name of the financial organization) under the following conditions:

Bank Loan Agreement / Financial Lease Agreement	no. _____ dated _____
Intended purpose	_____
Amount of the loan / leasing as of the date of conclusion of the present Agreement	_____
Currency of the loan / leasing	_____
Rate of interest	_____
Term of the loan / leasing	_____

3. Subsidizing shall be made at the expense of the republican and local budgets in accordance with the Rules for subsidizing.

4. A bank / leasing company after conclusion of the present Agreement shall provide the Financial Agency with the following documents:

1) Bank Loan Agreement / Financial Lease Agreement enclosing the repayment schedule concluded with the Beneficiary (a copy certified by the signature of the official and the seal (if any) of the bank / leasing company);

2) certificate of the bank / leasing company on the issuance of a new loan / lease or a document, confirming the fact of receipt by the Beneficiary of a new loan / lease.

5. Subsidizing shall be carried within the framework of _____ direction " _____ " (name of the direction) of the Program / Mechanism.

6. A part of the rate of interest under a loan / lease shall be subject to subsidizing in the amount of _____, at the same time a part of the rate of interest in the amount of _____ shall be paid by the Financial Agency, and the remaining part of the rate of interest in the amount of _____ shall be paid by the Beneficiary, in accordance with the repayment schedule to the Subsidy agreement in form according to the annex to the present Agreement (hereinafter referred to as the Annex).

7. Interest accrued by the bank / leasing company and not paid by the Recipient on overdue debts shall not be subject to subsidizing.

8. Transfer of funds, provided for subsidies, shall be carried out by the Financial Agency to the current account opened in the bank / bank-paying agent, monthly through advanced payments in accordance with the repayment schedule to the Subsidy Agreement in form according to the Annex.

9. Beginning of the period of subsidizing: _____ year.

10. The Financial Agency shall pay subsidies after signing this Agreement.

11. The Parties under the framework of the present Agreement have agreed that in the event if the date of payment falls on a weekend or holiday, the payment shall be made on the working day following it.

3. Rights and obligations of the Parties

12. The Financial Agency shall be obliged:

1) to replenish timely the current account opened with the bank / bank-paying agent with an amount sufficient to subsidize, under the conditions of this agreement;

2) to suspend subsidizing when detecting the following facts:

Unauthorized use of the loan, under which the subsidizing is carried out;

non-receipt by the entrepreneur of the leased asset under a financial leasing agreement, under which subsidizing is carried out;

non-compliance of the project and / or entrepreneur with the terms of the Program and / or decision of the authorized body;

failure to fulfill payment obligations by an entrepreneur to a bank within 3 (three) consecutive months according to the schedule of payments to a bank loan agreement / subsidy agreement;

seizure of money on the accounts of the entrepreneur and / or suspension of the entrepreneur's debit transactions;

demanding the leased asset from the debtor in cases stipulated by the law of the Republic of Kazakhstan;

failure to perform obligations by entrepreneurs upon attaining the growth of income and increase in the average annual number of jobs, based on the data on compulsory pension contributions and (or) social withdrawals by 10 % after 2 (two) financial years from the date of the decision of the authorized body of the Financial Agency (under the project of entrepreneurs within the framework of the first direction of the Program, as well as under the projects of entrepreneurs - small-sized business entities within the framework of the second direction of the Program;

failure to perform obligations by the entrepreneurs within the framework of the Mechanism: preservation and (or) increase in the average annual number of jobs based on the data of tax reporting and (or) attaining the growth of income by 10% after 2 (two) financial years from the date of decision of the authorized body of the Financial Agency;

3) for the purposes of provision of a report to the authorized body, to monitor the implementation of the Program / Mechanism in terms of subsidizing the rate of interest under loans / leasing;

4) to take measures on provisions of reimbursement by the Beneficiary of the amount of interest paid when establishing facts of misuse of credit funds and (or) non-compliance of the project of the Beneficiary with the conditions of the Program / Mechanism, including through judicial procedures;

13. The Financial Agency shall have the right:

1) not to transfer the subsidies in the event of non-receipt of the funds from the Regional Coordinator under the Program / authorized body for entrepreneurship within the framework of the Program / Mechanism;

2) to conduct inspections of the Beneficiary subject to designated use of funds. To demand from the Beneficiary documents and information confirming designated use of the loan;

3) to require and to receive from the bank / leasing company documents and information about the Beneficiary as well as about implementation of a bank loan / financial lease agreement, participating in the Program / Mechanism;

4) upon preliminary written notice to the bank / leasing company and Beneficiary, to perform monitoring of the compliance of the project and (or) the Beneficiary with the conditions of the Program / Mechanism, monitoring of the designated use of funds, under which the subsidizing is carried out, with the visit to the place of Project

implementation within the rights, stipulated in the bank loan / financial lease agreement between the bank / leasing company and the Beneficiary, at least 1 (one) time in half a year;

5) additionally to require from the Beneficiary the necessary information about the results of its financial and business activities within the framework of Program / Mechanism implementation during the period of validity of this Agreement for the purposes of formation of a report;

6) to monitor compliance with the deadlines for the fulfillment of the obligations of the Beneficiary established by this Agreement, provided for by the Parties, and require their timely fulfillment by the Beneficiary;

7) to carry out verification of the fulfillment of the obligations of this Agreement with a visit to the bank / leasing company without interfering in their operational activities with a written notice of the bank / leasing company;

8) to use the information about the Beneficiary received from the Beneficiary or of the bank / leasing company in the framework of the execution of this Agreement, when conducting an advertising campaign, when posting information on the official website of a financial agency, and also transfer it to third parties with the written consent of the Beneficiary;

9) to terminate this Agreement prematurely unilaterally out of court if a decision is made to terminate subsidies based on the identification of the following facts:

Unauthorized use of the new financing under which the subsidizing is carried out;
non-receipt by the entrepreneur of the subject of leasing (rent) under an Islamic leasing agreement, under which subsidizing is carried out;

non-compliance of the project and / or entrepreneur with the terms of the Program and / or decision of the authorized body of the Financial Agency;

non-fulfillment by an entrepreneur for 3 (three) consecutive months of obligations to pay payments to an Islamic bank according to a schedule of payments to a financing agreement;

non-fulfillment by an entrepreneur of 2 (two) or more times in a row obligations to make leasing (rent) payments to an Islamic bank / Islamic leasing company in accordance with the payment repayment schedule; seizure of entrepreneur accounts;

demanding the leased asset (lease) from the debtor in cases provided for by the law of the Republic of Kazakhstan.

14. Beneficiary shall be obliged:

1) to perform its obligations under the bank loan / financial lease agreement timely and in full;

2) to pay interest to the bank / leasing company in terms of the non-subsidized rate of interest according to the repayment schedule in accordance with the bank loan / financial leasing agreement;

3) provide the Financial Agency upon a written request with the right to conduct inspections of the designated use of the loan, the compliance of the project and / or the Beneficiary with the terms of the Program / Mechanism in the territory of the project;

4) to provide upon written request of a Financial Agency documents and information related to the fulfillment of the terms of the Program / Mechanism, bank loan / financial leasing agreement and this Agreement;

5) not to transmit or disclose information on the conditions and implementation of this Agreement to third parties without the prior written consent of the Parties;

6) in case of difference in types of activities with which this state support will be provided, to assign the relevant CCEA in the bodies of statistics within 30 (thirty) working days from the date of conclusion of the present Agreement and to notify the Financial Agency;

15. Beneficiary shall have the right:

1) to require from the Financial Agency to pay subsidies to the bank / leasing company in the part of the subsidized rate of interest;

2) to submit an application for extending the period of the Subsidy Agreement to the bank / leasing company no later than 75 (seventy-five) calendar days prior to the expiration of the Subsidy Agreement;

3) for the purposes of conducting the monitoring of implementation of the Program / Mechanism, to provide an application for provision of the consent to the Financial Agency for receipt from the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan of the following information, which are the tax secret in accordance with the fiscal law of the Republic of Kazakhstan:

Income of the entrepreneur to determine by the Financial Agency the dynamics of the income growth;

The number of employees of the entrepreneur to determine by the Financial Agency the growth of the average annual number of jobs;

The amount of taxes paid by the entrepreneur to determine by the Financial Agency the dynamics of the growth of the taxes paid to the budget.

16. A bank / leasing company shall be obliged:

1) after the conclusion of the present Agreement, not to increase the rate of interest on the loan / lease of the Beneficiary for the entire period of this Agreement;

2) in case of untimely conclusion of this Agreement within the time stipulated in the Rules for subsidizing, notify the Financial Agency by an official letter explaining the reasons for the delay;

3) to carry out monthly writing-off from the current account of the Financial Agency of the amount of subsidies under the project of the Beneficiary based on the relevant notice of the Financial Agency, at the same time, the bank / leasing company shall not have the right to write off from the general existing remaining balances on the

accounts. In case of writing-off of the sums of subsidies from the current account of the Financial Agency for repayment of the subsidized part of the rate of interest upon expiry of 30 (thirty) calendar days from the date of actual redemption by the entrepreneur of the scheduled payment on the loan / leasing, the bank / leasing company upon request of the Financial Agency shall pay to the Financial Agency a penalty in the amount of 100 (one hundred) of monthly calculation indices (hereinafter referred to as the MCI);

4) In the event of late repayment by the Beneficiary of the payment on the loan / leasing, including the late repayment of not subsidized part of the rate of interest or failure to perform by the Beneficiary within 3 (three) months in a row (2 (two) and more times in a row under the Financial Lease Agreement) of payment obligations before the bank / leasing company, not to perform writing-off of the funds from the current account of the Financial Agency for repayment of the subsidized part of the rate of interest before repayment of the indebtedness by the Beneficiary and to notify thereof the Financial Agency within 2 (two) working days. In case of failure to notify / notification upon expiry of 30 (thirty) calendar days from the date of occurrence of the events stipulated by this subparagraph, the bank / leasing company upon request of the Financial Agency shall pay to the Financial Agency a penalty in the amount of 100 (one hundred) MCI;

5) in the event of termination of subsidizing the partial rate of interest on the loan / leasing of the Beneficiary, partial / full premature repayment of the principal debt on the loan / leasing of the Beneficiary, within 7 (seven) working days to submit a reconciliation statement of settlement to the Financial Agency. At the same time, the bank / leasing company shall indicate in the reconciliation statement the amounts and dates of actual writing-off of subsidies, and the Financial Agency shall indicate the amounts and dates of the transfer of subsidies. In the event of failure to notify / notification upon expiry of 30 (thirty) calendar days from the date of partial / full premature repayment by the Beneficiary of the principal debt, the bank / leasing company shall, upon request of the Financial Agency, pay to the Financial Agency a penalty in the amount of 100 (one hundred) MCI;

6) In the event of payment by the Beneficiary of the amount of subsidies independently, in the future, when reimbursing the funds by the Financial Agency, to perform writing-off the relevant amount of subsidies based on the notice of the Financial Agency and to accrue to the current account of the Beneficiary;

7) to provide the Financial Agency with the data regarding payment discipline of the subsidized loan / leasing of the Beneficiary;

8) to provide necessary documents for performance of the monitoring of the project , to sign monitoring reports with the Financial Agency and the Beneficiary;

9) to inform timely the Financial Agency about all circumstances, that may influence the fulfillment of the conditions of the present agreement;

10) not to change the amount of the loan / leasing and (or) nominal rate of interest on the loan / leasing during the period of this Agreement;

11) in the event of taking by the authorized body of the Financial Agency of the decision on subsidizing the existing loan / agreement of financial leasing, to reimburse to the Beneficiary in the current financial year previously received commissions, fees and (or) other payments, except for possible fees to be collected on behalf of the bank / leasing company, stipulated by the Program / Mechanism. Therewith, these commissions, charges and / or other payments shall be subject to reimbursement to the Beneficiary within 3 (three) months from the date of receipt of the signed Agreement from the Financial Agency. In the event of late reimbursement, upon expiry of 30 (thirty) calendar days from the date of revealing this fact, the Financial Agency, upon request of the Financial Agency shall pay to the Financial Agency a penalty in the amount of 100 (one hundred) MCI;

12) In the event of partial / full premature repayment of the principal debt on the loan / leasing by the Beneficiary, to notify the Financial Agency about the fact of partial / full premature repayment of the principal debt on the loan / leasing.

In the event of partial premature repayment of the principal on the loan / leasing of the Beneficiary, the bank / leasing company in case of conclusion of an additional agreement to the bank loan / financial lease agreement, shall send to the Financial Agency a copy of the addendum to the bank loan / financial lease agreement enclosing the relevant addendum to the subsidy agreement with amendment of the repayment schedule within 7 (seven) working days from the date of partial repayment of the principal debt;

13) in the event of non-notification on the addressed transfer of amounts of subsidies from the Financial Agency, to inform the Beneficiary about the repayment of the rate of interest in full;

14) in case of positive consideration of the application of the Beneficiary, receipt according to subparagraph 2) of paragraph 15 of the present Agreement on the project, approved before January 27, 2018 within the framework of the Program, with the period of subsidizing of three years, to apply for an extension of the period of validity of the subsidy agreement no later than 60 (sixty) calendar days.

17. A bank / leasing company shall have the right:

1) to require from the Financial Agency timely transfer of subsidies, stipulated under the present Agreement;

2) in case of termination of subsidizing under the existing loan on the basis of facts, established by paragraph 109 of the Rules for subsidizing to establish to the

Beneficiary previously terms of financing (including the rate of interest, commissions, fees and (or) other payments).

3) in case of expiration of the subsidizing period for the existing loan, to establish to the Recipient the previously existing financing conditions, with the exception of the fees previously paid by the Recipient and returned by the bank / leasing company, commissions, fees and (or) other payments on the existing loan.

4. Duration of the Agreement

18. This Agreement shall come into force from the date of its signing by the Parties, subject to the beginning of subsidizing and shall be valid until _____ 20____, and regarding unfulfilled obligations - until they are fully fulfilled.

19. This Agreement shall be terminated unilaterally by the Financial Agency in the event of a decision on the termination of subsidies, if the facts specified in subparagraph 9) of paragraph 13 of this Agreement are revealed.

5. Liability

20. The parties under the present Agreement shall be liable for failure to perform and (or) improper performance of obligations arising from this Agreement, in accordance with this Agreement and civil law of the Republic of Kazakhstan.

21. Beneficiary in accordance with the civil law of the Republic of Kazakhstan and a bank loan agreement / financial leasing agreement shall bear all responsibility to the bank / leasing company for the improper fulfillment of obligations on timely and full repayment of the loan / lease and repayment of part of the non-subsidized rate of interest. At the same time, such responsibility can under no circumstances be assigned to the Financial Agency.

6. Force Majeure Circumstances

22. The Parties shall be released from liability for non-performance or improper performance of their obligations under the Agreement if the impossibility of performance has been the result of force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions (natural disasters, military operations, force majeure circumstances).

23. In the event of force majeure, i.e. extraordinary and unavoidable circumstances, a the Party for which the impossibility of performance of its obligations under the present Agreement has been created, shall timely, within 10 (ten) working days from

the onset, notify other Parties of such circumstances. Therewith, the nature, period of validity, the fact of the occurrence of force majeure circumstances shall be confirmed by the relevant documents of authorized state bodies.

24. The absence of timely notice, the Party shall be obliged to indemnify the other Party for damage caused by failure to notice or untimely notification.

25. The occurrence of force majeure i.e. extraordinary and unavoidable circumstances, shall extend the period of fulfillment of the Agreement for the period of their duration.

26. If such circumstances continue for more than 3 (three) months in a row, then each of the Parties shall have the right to refuse from further fulfillment of obligations under the present Agreement.

7. Settlement of Disputes

27. In the event of any dispute arisen in connection with the fulfillment of the present Agreement, either of the Parties shall take efforts to settle all disputes through negotiations.

28. If a dispute arisen cannot be resolved through negotiations, this dispute and other matters relating to it, shall be resolved and regulated in accordance with the civil law of the Republic of Kazakhstan.

8. Confidentiality

29. Hereby the Parties agree that the information regarding the conditions of the present agreement, the banking secret, as well as financial, commercial and other information, received by them in the course of conclusion and execution by this Agreement is confidential and shall not be subject to disclosure to third parties except for the cases, directly provided for in this Agreement.

30. The transfer of confidential information to third parties, publication or other disclosure of it by the Party shall be possible in cases expressly provided for by this Agreement, as well as civil and business laws of the Republic of Kazakhstan.

31. The Parties shall take all necessary measures, including legal ones, to maintain the confidentiality of the availability and conditions of the present Agreement. Officials and employees of the Parties are prohibited from disclosing or transmitting to third parties information received during the implementation of the present Agreement.

32. In case of disclosure or dissemination of confidential information by any of the Parties in violation of the requirements of the present Agreement, the guilty Party will be liable under the civil law of the Republic of Kazakhstan.

9. Final Provisions

33. By signing of the present Agreement the Beneficiary shall give consent to the Financial Agency for:

1) provision by the Financial Agency of information and documents, received under the present Agreement on the loan on which the subsidizing is carried out to the concerned third parties, including banking and commercial secrets, without preliminary written consent of the Beneficiary;

2) publication by the Financial Agency in the mass media of the name of the Beneficiary, name of the region, where the project is implemented, name and description of the project of the Beneficiary, as well as the industry.

34. Hereby the Beneficiary declares and warrants to the financial agency the following:

1) The representations and warranties specified in this Agreement are true and correct;

2) The Financial Agency shall not be obliged to verify the validity of the indicated representations and warranties;

3) The Beneficiary is not aware of any circumstances that may have a negative effect on its business, its financial situation, assets and the ability to meet its obligations.

35. The provisions of the present Agreement may be amended and (or) added. Only those amendments and additions shall be recognized valid and binding that are made in writing by agreement of the Parties and signed by authorized representatives of the Parties, except as otherwise provided in this Agreement.

36. The present Agreement has been made in ___ (_____) identical copies in Kazakh and Russian languages by ___ (_____) copy in Kazakh and Russian languages for each of the Parties, each having equal legal force.

10. Legal Addresses, Bank Details and Signatures of the Parties

Financial Agency "Damu" Entrepreneurship Development Fund" Joint Stock Company	A bank / leasing company	Beneficiary
_____ Seal	_____ Seal	_____ Seal
Republic of Kazakhstan	Republic of Kazakhstan	Republic of Kazakhstan
city _____	city _____	city _____
street _____	street _____	street _____
telephone _____	telephone _____	telephone _____
BIN _____	BIN _____	BIN _____
IIC _____	IIC KZ _____	IIC _____
BIC _____	BIC _____	BIC _____
Beneficiary Code _____	Beneficiary Code _____	Beneficiary Code _____
JSC " _____ "	JSC / LLP " _____ "	JSC / LLP " _____ "

Repayment Schedule to the Subsidy Agreement Identification code: (unique 20 -digit code in IBAN format)

Date of repayment of the principal debt	The amount of the balance of the principal debt	The amount of repayment of the principal debt	The amount of interest paid by the Financial Agency	The amount of interest paid by the Beneficiary	Total amount of the accrued interest

Financial Agency "Damu" Entrepreneurship Development Fund" Joint Stock Company	Bank / Leasing company	Beneficiary
_____ Seal	_____ Seal	_____ Seal
Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____ IIC _____ BIC _____ Beneficiary Code _____ JSC " _____ "	Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____ IIC KZ _____ BIC _____ Beneficiary Code _____ JSC / LLP " _____ "	Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____

Annex 3
to the order of the Minister
of the National Economy
of the Republic of Kazakhstan
dated March 6, 2019 no.18
Form

Guarantee Agreement no. _____

Footnote. The Guarantee Agreement as amended by the order of the Minister of National Economy of the Republic of Kazakhstan dated 29.05.2019 no. 46 (shall enter into force upon expiration of ten calendar days after the date of its first official publication).

Guarantee Agreement no. _____

city _____ " - - - - " _____ 20 ____

“Damu” Entrepreneurship Development Fund” Joint Stock Company represented by _____, acting on the basis of _____, hereinafter referred to as the "Guarantor", on the one party

Joint stock company " _____ " represented by _____, acting on the basis of _____, hereinafter referred to as the "Bank", on the other party and

(full name of the Entrepreneur), represented by _____, acting on the basis of _____, hereinafter referred to as the "Entrepreneur", from a third party, further jointly referred to as the Parties, and separately as it is indicated above or the "Party", have made the present standard Guarantee Agreement (hereinafter referred to as the Agreement) in accordance with:

State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated August 25, 2018 no. 522 (hereinafter referred to as the Program);

Rules for guaranteeing under loans of small and medium business entities under the State Program of Support and Development of Business "The Business Road Map 2020" (hereinafter referred to as the Rules for guaranteeing);

hereinafter referred to as the Rules for subsidizing);

Mechanism of lending the priority projects approved by the decree of the Government of the Republic of Kazakhstan dated December 11, 2018 no. 820 "On certain issues of ensuring long-term tenge liquidity for solving the problem of affordable lending" (hereinafter referred to as the Mechanism);

1. Terms and definitions

1. Terms and definitions, used in this Agreement have been determined by the Program, Rules for guaranteeing and the Mechanism.

2. Subject matter of the Agreement

2. According to the conditions of the present agreement the Guarantor shall be obliged to be accountable to the bank for execution by the Borrower of to pay a part of the principal debt without taking into account the amount of accrued interest, commissions, forfeit, penalty, punitive sanctions, court costs for debt collection, other losses of the bank caused by non-performance and (or) improper performance of obligations by the Borrower under a loan agreement concluded between the bank and the Borrower:

1) name and number of the loan agreement: _____;

2) date of conclusion of the loan agreement: _____;

3) amount of the loan: _____;
4) rate of interest on the loan: _____;
5) term of the loan: _____;
Intended purpose of the loan: _____
_____.

Information in this paragraph shall be indicated in accordance with conditions of the loan agreement.

3. Liability of the Guarantor to the bank under the present Agreement shall be limited by the sum of the guarantee amounted to _____ (_____) tenge _____ tiyn, which is _____ % of the amount of the principal debt.

4. The amount of obligations of the Guarantor under the Guarantee shall be reduced by the amount of the demand executed by the Guarantor.

5. Upon repayment / partial repayment of the principal debt on a non-renewable limit of loan facility, the guarantee amount shall be reduced by an amount equal to the principal repayment amount, multiplied by the participation amount as a ratio of the guarantee amount to the amount of the principal debt in percentage terms. For a renewable limit of the loan facility, the guarantee amount shall be reduced in proportion to the amount of principal debt repaid after the expiration of the availability period specified in the loan agreement.

6. The Guarantee shall be subject to execution only in the event of non-performance by the Borrower of obligations on returning the amount of the principal debt under the loan agreement. The procedure of presentation of the demand and execution of the Guarantee shall be established by the present Agreement.

7. By signing of the present Agreement the Borrower shall provide the bank with the right to submit to the Guarantor information regarding the Borrower, loan agreement and its execution, including information about amounts prepaid under the loan agreement, the balance of loan debt under the loan agreement. The Borrower shall also give its irrevocable and unconditional consent for the collection and processing of personal data about it (for individuals) in accordance with the Law of the Republic of Kazakhstan dated May 21, 2013 "On Personal Data and their Protection".

8. By signing of the present Agreement The Borrower shall give consent for submission by the Guarantor to the Guarantor's shareholder and state bodies the following information: the name of the Borrower, the participation of the Borrower in the Program, the name of the Borrower's project, the region and the branch of the Borrower's project, amount and term of the loan, amount of the guarantee, rate of interest for the loan, amount of the warranty commission. The Borrower shall also provide the Guarantor with the right to publish the information specified in this paragraph in the mass media, including on the Guarantor's Internet resource.

9. Property, rights, guarantees, sureties and others not specified in the loan agreement may not be used as security for the fulfillment of the obligations of the Borrower under the loan agreement and (or) entered into the loan agreement and (or) the Pledge Agreement without prior written consent of the Guarantor.

Failure to comply with this condition shall entail the termination of the guarantee, and in cases where the guarantee has been fully or partially fulfilled by the Guarantor, it shall be the bank's obligation to return to the Guarantor the full amount received under the guarantee within 7 (seven) working days from the date of receipt of the written request of the Guarantor.

10. Property acting as security for the performance of the Borrower's obligations in the loan agreement cannot be excluded without the prior written consent of the Guarantor.

Failure to comply with this condition shall entail the termination of the guarantee, and in cases where the guarantee has been fully or partially fulfilled by the Guarantor, it shall be the bank's obligation to return to the Guarantor the full amount received under the guarantee within 7 (seven) working days from the date of receipt of the written request of the Guarantor.

11. The property accepted under the loan agreement as security during the term of the Guarantee Agreement cannot act as security for other obligations of the Borrower and (or) third parties (except for cases agreed in writing with the Guarantor).

12. A prerequisite for the validity of the guarantee shall be compliance with the following requirements of the Guarantor:

- 1) _____ ;
- 2) _____ ;
- 3) _____ .

Information to this subparagraph shall be added in accordance with terms of the authorized body of the Guarantor.

3. Rights and obligations of the Parties

13. The Guarantor shall be obliged within the period no later than 10 (ten) working days from the date of receipt of the request of the bank to make payment under the guarantee to the bank in accordance with conditions of the present agreement.

14. The Guarantor shall have the right:

1) to require the Bank and the Borrower to fulfill the obligations established by this Agreement;

2) to receive from the bank complete and accurate information necessary to control the intended use of the loan by the Borrower and monitor the performance of the present Agreement and (or) of the loan agreement by the Bank and the Borrower, as

well as other necessary information related to this Agreement, including by leaving the representatives of the Guarantor to the bank, in compliance with the requirements for maintaining banking, commercial and other secrets protected by law;

3) to carry out on-site visits to the place of implementation of the project of the Borrower, financed under the loan agreement in order to check the progress of the implementation of the project;

4) to refuse to fulfill the bank's demand to the Guarantor regarding the fulfillment of obligations under the guarantee, within the amount of the guarantee provided in accordance with the conditions of the present agreement (hereinafter referred to as the demand), in cases if:

Such demand has been presented by the bank incorrectly, until the bank eliminates the revealed violations in the issued demand;

during the monitoring conducted by the Guarantor within the framework of the present Agreement, violations of the conditions of the present Agreement specified in Section 5 of the present Agreement were identified by sending a written substantiated response to the bank;

5) to raise objections against the bank's demands that the Borrower could provide, even if the Borrower acknowledges the debt and (or) the Borrower refuses to raise objections to the bank;

6) to require from the Borrower and the bank no later than 5 (five) business days from the date of receipt of the Guarantor's request for information on the performance by the Borrower of obligations under the loan agreement, including violations of the conditions of the loan agreement;

7) to require from the bank (in case the Guarantor fulfills its obligations under the guarantee) the submission of documents and information certifying the rights of the bank to the Borrower, and the transfer to the Guarantor of the rights providing these demands in the amount established by this Agreement;

8) to require from the Borrower (in the case of performance by the Guarantor of obligations under the guarantee) to reimburse the Guarantor in full the amount of payments made under the guarantee, and compensation for other losses incurred in connection with the liability for the Borrower;

9) through debit without further authorisation to withdraw (write off) from any accounts of the Borrower the amount of debt arising under the present Agreement in the manner prescribed by the banking and civil law of the Republic of Kazakhstan or to debit money from the bank accounts of the Borrower opened at the bank by direct debit of bank accounts. The basis for direct debiting of the Borrower's bank accounts shall be a copy of the present Agreement and copies of documents confirming the debt of the Borrower to the Guarantor. This is the consent of the Borrower to make payments by direct debiting of his accounts opened with the bank;

10) to reduce the amount and (or) the term of the Guarantee in case of revealing the facts of inappropriate and (or) untimely fulfillment of conditions of the present agreement;

15. The Borrower shall be obliged:

1) to use the loan in accordance with its purpose specified in the loan agreement, with the provision of supporting documents to the bank;

2) at the first request of the bank and (or) the Guarantor, to provide its representatives with the opportunity to verify the intended use of the loan, its security and the financial and economic activities of the Borrower by directly inspecting its production (trade) facilities and (or) providing documents and information on financial and economic activities, conditions (term, volume) required by the bank and (or) the Guarantor;

3) no later than 5 (five) working days following the day of violation of the conditions of the loan agreement, to notify the Guarantor in writing of all violations of the loan agreement made by him, including the delay in payment (return) of the amount of the principal debt and (or) interest for use of a loan, as well as about all circumstances affecting or likely to affect the performance by the Borrower of its obligations under the loan agreement;

4) in the event that the bank submits requirements for the fulfillment of obligations under the loan agreement, to take all reasonable and affordable measures in the current situation to properly fulfill their obligations;

5) in the event that the Guarantor fulfills its obligations under the guarantee, to reimburse the Guarantor in full the amount of the guarantee payments made by the Guarantor, and (if there is a corresponding demand of the Guarantor) to pay the fee calculated on the amount of the debt of the Borrower to the Guarantor from the date the Guarantor transfers the guarantee amount to the bank until the date of actual return by the Borrower of money to the Guarantor for the amount paid to the bank under the guarantee at the rate specified in the loan agreement, as well as to compensate for other losses incurred by the Guarantor in connection with the liability for the Borrower, in accordance with the procedure and within the time limits specified in the Guarantor's request. The date of the Borrower's actual return of money to the Guarantor shall be the date of crediting money to the Guarantor's bank account specified in this Agreement;

6) upon receipt of a written request from the Guarantor to provide information on the fulfillment of obligations under the loan agreement, including violations of the conditions of the loan agreement, no later than 5 (five) working days from the date of its receipt, to provide the Guarantor with information specified in the request in writing

;

7) in case of change of bank details and (or) location, to notify the Bank and the Guarantor within 3 (three) working days in writing;

8) by decision of the Guarantor, to carry out the insurance of movable property acquired under the Credit Agreement;

9) be liable to the full extent of its assets to the Guarantor, in case of failure to fulfill and (or) improper performance of its obligations under the present Agreement;

10) to comply with the following requirements of the Guarantor:

_____ ;
_____ ;
_____ .

The information in this subparagraph shall be supplemented individually for each project in accordance with the terms of the authorized body of the Guarantor.

16. The borrower shall have the right, for the purpose of monitoring the implementation of the Program, to submit an application for the consent of the Guarantor to receive from the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan the following information that is a tax secret in accordance with the tax law of the Republic of Kazakhstan:

1) income to determine by the Financial Agency of dynamics of the growth of income of the Borrower;

2) the number of employees to determine the Financial Agency growth of the average annual number of jobs of the Borrower;

3) the amount of tax payments to determine the Financial Agency the dynamics of increasing tax payments to the budget by the Borrower.

17. The Bank shall be obliged:

1) in case of amendments to the conditions of the loan agreement (not entailing an increase in the Guarantor's liability or other adverse consequences for the Guarantor), to notify the Guarantor immediately, but in any case no later than 10 (ten) working days following the day the loan agreement is amended, in writing.

If amendments are made to the loan agreement that entail an increase in the Guarantor's liability or other adverse consequences for the Guarantor, the bank must obtain the prior written consent from the Guarantor to make these amendments.

In case of making amendments to the loan agreement specified in the second part of this subparagraph of the Agreement without the prior written consent of the Guarantor, the guarantee shall be terminated;

2) upon receipt of a written request from the Guarantor to provide information on the fulfillment of obligations under the loan agreement, including violations of the conditions of the loan agreement, no later than 5 (five) working days from the date of its receipt, to provide the Guarantor specified in the request information in writing;

3) no later than 5 (five) business days, to notify the Guarantor in writing of the full performance by the Borrower of its obligations under the loan agreement (including and in case of early fulfillment of obligations);

4) in the events established by this Agreement, to refund the Guarantor in accordance with the procedure and within terms established by this Agreement;

5) upon fulfillment by the Guarantor of obligations under the guarantee, the entire amount received by the bank from the Guarantor, within 10 (ten) working days, shall be directed to repay the principal debt under the loan agreement;

6) in the event that the Guarantor fulfills its obligations under the guarantee, after the execution of paragraph 32 of the present Agreement, no later than 20 (twenty) working days, to transfer to the Guarantor documents and information certifying the bank's demand rights to the Borrower, and transfer to the Guarantor the rights ensuring these demands in the amount established by this Agreement. Documents of the bank shall be transmitted to the Guarantor in the original copies, and in case of impossibility to do so - in the form of notarized copies. The transfer of documents from the bank to the Guarantor shall be carried out with the preparation of an acceptance-transfer act of documents;

7) in case of non-fulfillment / improper fulfillment by the Borrower of its obligations to pay the principal debt under the loan agreement, to provide the Guarantor with the order and terms established by this Agreement to the loan file of the Borrower for monitoring;

8) not to interfere with the Guarantor in exercising the rights received by the Guarantor as a result of the performance of the guarantee;

9) to perform duly other obligations, established by the present Agreement.

18. The Bank shall have the right:

1) in case of non-fulfillment / improper performance by the Borrower of its obligations to pay the principal debt under the loan agreement, to submit a demand to the Guarantor in the manner and terms established by this Agreement;

2) to require from the Guarantor and the Borrower to perform other obligations stipulated by the present Agreement;

3) in the event of termination of the guarantee by the decision of the Guarantor / expiration of the guarantee, the bank shall have the right under the existing loan to establish the Borrower the previously existing terms of financing (including interest rate, commissions, fees and (or) other payments and other conditions) until the conclusion of the present Agreement / in the case of a new loan - standard terms of financing, at the discretion of the bank.

19. During fulfillment of the present Agreement, the bank shall not have the right to reduce its obligations to the Guarantor at the expense of funds allocated by the Guarantor in the bank as part of the anti-crisis / stabilization programs of the Government of the Republic of Kazakhstan.

4. Procedure to exercise the guarantee

20. Within a period not earlier than 30 (thirty) working days from the date of continuous non-fulfillment by the Borrower of obligations to repay the amount of the principal debt under the loan agreement, the bank shall notify the Guarantor in writing thereof, indicating the balance of the size of the Guarantee for the Guarantor to fix the amount of debt on the principal debt from which the amount of the Guarantee is calculated and Annex to the certificate of the debt of the Borrower to the bank and a copy of the written request for the repayment of the overdue debt sent by the bank to the Borrower.

21. Within 120 (one hundred twenty) calendar days from the date of the Borrower's failure to fulfill obligations to repay the principal debt under the loan agreement, the bank shall have the right to take measures to obtain overdue debt from the Borrower and the persons who provided security, including by collecting foreclosure collateral, presenting demands under a bank guarantee, guarantees / sureties of third parties, with the exception of a guarantee, submitting payment demands - orders to the accounts of the Borrower.

22. Amounts received as a result of measures taken by the bank to collect the debt of the Borrower before the presentation of the demand to the Guarantor shall be sent to repay the debt of the Borrower in accordance with the sequence established by the bank's internal documents and corresponding to the conditions of the loan agreement and the requirements of the current civil and banking legislation of the Republic of Kazakhstan.

23. In the event that within 60 (sixty) calendar days from the date of default by the Borrower of obligations to repay the amount of the principal debt under the loan agreement, the Borrower has not fulfilled / improperly performed obligations to repay the amount of the principal debt under the loan agreement, the Guarantor shall monitor the compliance with the conditions of the present Agreement.

24. In the event that within 120 (one hundred twenty) calendar days from the date of non-fulfillment / improper performance by the Borrower of obligations to repay the amount of the principal debt under the loan agreement, the Borrower has not fulfilled / improperly performed obligations to repay the amount of the principal debt under the loan agreement, the bank shall have the right to submit a demand to the Guarantor.

25. The demand shall indicate:

- 1) essential elements of the Guarantee Agreement;
- 2) essential elements of the loan agreement;
- 3) name of the Borrower;
- 4) calculation of the amount payable by the Guarantor under the guarantee;
- 5) essential elements of the bank account, to which the money are subject to be accrued.

26. the demand shall be attached with:

1) certificate of the debt of the Borrower to the bank indicating the list of collateral under the project of the Borrower as part of the loan agreement on the date of sending a written notice in accordance with paragraph 20 of the Agreement and on the date of submission of the demand to the Guarantor;

2) statement from the bank account of the Borrower for the period from the date of issuance of the loan to the date the demand is issued to the Guarantor;

3) copy of a document confirming receipt of loan funds by the Borrower;

4) copy of the bank's demand (claim) regarding violation of obligations by the Borrower under a loan agreement sent to the Borrower;

5) a copy of the Borrower's response to the demand (claim) of the bank (if any);

6) information on measures taken by the bank to collect debts under the loan agreement and the amounts earned as a result of the measures taken with the Annex of supporting documents (if any);

7) copy of court decision on debt collection (if any);

8) copies of writs of execution (if any);

9) copies of addendums to the loan agreement (if any);

10) copies of other documents confirming the debt of the Borrower to the bank and measures taken by the bank to collect the debt (if any).

27. The amount indicated in the request complies with the conditions of the present Agreement, but in any case it may not exceed the maximum guarantee amount established in paragraph 3 of the present Agreement.

28. The request shall be sent by the Bank to the Guarantor by sending by registered mail or on purpose at the address specified in this Agreement.

29. The demand may be submitted to the Guarantor by 4:00 p.m. of the current working day, of the time of Nur-Sultan city. A demand made after 4:00 p.m. of the time of Nur-Sultan city shall be considered to be made on the next working day.

30. Upon receipt of a bank request, but in any case until it is satisfied, the Guarantor shall notify the Borrower in writing of the presentation of the bank request by sending a notification by registered mail to the address of the Borrower specified in this Agreement, or by delivery on purpose against the Borrower's signature. When sending a notification by registered mail, the notification shall be considered received on the 3rd (third) day after the date specified in the document issued by the postal institution.

31. The Guarantor, no later than 10 (ten) business days from the date of receipt of the bank's request and all documents provided for in this Agreement, as well as in the absence of objections to the request and the submitted documents, shall make a payment to the bank in the amount specified in the request or shall send a letter to the bank with indication of all existing objections.

32. The Bank shall work on the implementation of collateral. All amounts received by the bank as a result of measures to collect the debt of the Borrower, including through the sale of collateral, shall be distributed between the Guarantor and the bank in the following order:

- 1) repayment of interest under a loan agreement with a bank;
- 2) repayment of the balance of the principal debt of the Borrower to the bank;
- 3) repayment of the debt of the Borrower to the Guarantor;
- 4) repayment of the forfeit and other debt of the Borrower under a loan agreement to a bank.

At the same time, the distribution of money shall be made within 5 (five) working days from the date of receipt by the bank.

33. If, after fulfillment of paragraph 32 of the present Agreement, the debt of the Borrower to the Guarantor is not repaid / is not fully repaid, the bank shall be obliged to transfer to the Guarantor who has fulfilled the obligation under the guarantee, all property not realized by the bank, as well as rights under guarantees, sureties and other collateral specified in the loan agreement as security for the fulfillment of the Borrower's obligations and the rights that belong to the bank as a pledge holder under agreements with the provision of security in the amount of commitment executed by Guarantor.

Within 20 (twenty) working days from the date of fulfillment of paragraph 32 of the present Agreement, the bank shall be obliged to transfer to the Guarantor under the acceptance-transfer act the following documents:

- original or notarized copy of the loan agreement with addendums thereto;
- original or notarized copies of agreements on provision of collateral with addendums thereto;
- title documents for collateral and other documents at the request of the Guarantor.

5. Period of the Guarantee

34. The Guarantee shall be provided for the period through " ____ " _____ .

35. The validity of the Guarantee shall be terminated upon the occurrence of any of the following circumstances:

- 1) full repayment of the principal amount under a loan secured by a guarantee;
- 2) upon expiration of the Guarantee period specified in this Agreement;
- 3) with transfer of debt to another person under a guaranteed loan agreement, if the Guarantor did not agree to be responsible for a new debtor;
- 4) if, after the deadline for the fulfillment of the obligation secured by the guarantee , the bank refuses to accept the proper fulfillment proposed by the Borrower or the Guarantor;
- 5) amendment to any of the conditions of the loan agreement that entail or may entail an increase in liability without the prior written consent of the Guarantor;

6) in the event if the Bank provides the Guarantor with false data (information) and (or) documents necessary for the Guarantor to make a decision on the provision of a guarantee, except when the false data (information) and (or) documents were submitted due to fraudulent actions by the Borrower and this is proved in accordance with the established civil law of the Republic of Kazakhstan;

7) in case of non-performance or improper performance by the Borrower and (or) the bank of the obligations and conditions provided for in paragraph 12 of the present Agreement;

8) where the facts of full misuse of the loan;

9) on other grounds provided for by the civil law of the Republic of Kazakhstan, the Program and (or) this Agreement.

6. Liability of the Parties

36. In case of untimely payment by the Guarantor to the bank of the amount specified in the demand, the Guarantor shall pay the bank a forfeit (penalty) in the amount of 0.01% (zero point one hundred percent) of the untimely amount paid for each day of delay.

37. In case of untimely return by the Bank to the Guarantor of any amounts due to the Guarantor under the conditions of the present Agreement, the bank shall pay the Guarantor a forfeit (penalty) in the amount of 0.01% (zero point one hundred percent) of the untimely return amount for each day of delay.

38. In case of violation by the bank of the obligations established by subparagraph 5) of paragraph 17 of the present Agreement, from the date of violation, the bank shall pay the Guarantor a forfeit (penalty) in the amount of five-fold monthly calculation index established by the law on the republican budget for the corresponding financial year for each day of delay.

39. In case of violation by the Borrower of the obligations established by subparagraphs 3), 5), 6), 7) and from the date of identification of the established requirements of subparagraph 10) of paragraph 15 of the present Agreement, the Borrower shall pay the Guarantor a forfeit (penalty) in the amount of a one-fold monthly calculation index established the law on the republican budget for the corresponding financial year, for each day of delay.

40. The requirement to pay a forfeit shall be the right of the Party whose rights have been violated by the guilty Party. The use by the Party of the right to demand the payment of the penalty shall be considered to be the direction of the written request to pay the forfeit. The payment of the forfeit does not exempt the guilty Party from the proper implementation of the conditions of the present Agreement.

41. The Bank shall be fully responsible for the proper execution of the loan agreement, as well as for the compliance of the conditions for granting a loan with the conditions reflected in the decision of the authorized body of the Guarantor. In case of

violation by the bank of this obligation, the Guarantor shall have the right to apply penalties including the annulment of the guarantee.

7. Final provisions

42. All amendments and additions to the Agreement shall be made in writing, signed by authorized representatives of the Parties and sealed with stamps of the Parties (if any).

43. All disputes and disagreements related to the amendment, termination and execution of the present Agreement, the Parties will resolve through negotiations and discussions, if in result of negotiations the Parties do not come to an agreement, then such a dispute will be considered in court, as provided for by civil law of the Republic of Kazakhstan.

44. The present Agreement has been made in ___ (_____) identical copies in Kazakh and Russian languages ___ (_____) copy in Kazakh and Russian languages for each of the Parties, each having equal legal force.

45. In all other cases not provided for by this Agreement, the Parties shall be governed by civil law of the Republic of Kazakhstan.

46. A copy of the loan agreement shall be an integral part of the present Agreement

47. By agreement of the parties, the Guarantor shall be responsible for the performance of its obligations under the present Agreement only within its own funds..

8. Legal Addresses, Bank Details and Signatures of the Parties.

The Borrower	The Guarantor	The Bank
Seal (if any) _____	Seal (if any) _____	Seal (if any) _____
Republic of Kazakhstan city _____	Republic of Kazakhstan city _____	Republic of Kazakhstan city _____
street _____	street _____	street _____
telephone _____	telephone _____	telephone _____
BIN _____	BIN _____	BIN _____
IIC KZ _____	IIC KZ _____	IIC KZ _____
BIC _____	BIC _____	BIC _____
Beneficiary Code _____	Beneficiary Code _____	Beneficiary Code _____
JSC " _____ "	JSC " _____ "	JSC " _____ "

Annex 4
to the order of the Minister
of the National Economy
of the Republic of Kazakhstan
dated March 6, 2019 no.18

Form

Agreement on provision of a grant for implementation of new business ideas
no. _____

city _____

" _____ " _____ 20__

The present Agreement (hereinafter referred to as the Agreement) is concluded between:

1) "Regional Coordinator of the Program":

_____ represented by _____, acting on the basis of _____, and

2) "Financial Agency":

"Damu" Entrepreneurship Development Fund" Joint Stock Company represented by _____, acting on the basis of _____, and

3) the Entrepreneur

_____ represented by _____, acting on the basis of _____, jointly referred to as the "Parties", and each separately as the "Party", or as it has been stated above, in accordance with:

State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated August 25, 2018 no. 522 (hereinafter referred to as the Program);

Rules for provision of state grants to small-sized business entities for implementation of business ideas and industrial-innovation projects within the framework of business incubation under the State Program of Support and Development of Business "The Business Road Map 2020" approved by the decree of the Government of the Republic of Kazakhstan dated April 19, 2016, no.234 (hereinafter referred to as the Rules for provision of state grants).

1. Terms and definitions

1. Terms and definitions, used in the present Agreement are determined in the Program and the Rules for provision of state grants.

2. Subject matter of the Agreement

2. Coordinator of the Program shall provide the entrepreneur with a grant in support of his entrepreneurial activity for the implementation of business projects under the Program, in its turn, the entrepreneur shall be obliged to use the grant for the implementation of the business project action plan in the form according to annex 1 to the present Agreement.

3. Period of the Agreement

3. The Agreement shall enter into force from the date of its signing by the Parties, and shall be valid until the complete execution by them of their obligations under the present Agreement.

4. The amount and the procedure for provision of the grant

4. The amount of the grant, provided under the Agreement shall be _____ (_____) tenge.

5. Provision of the grant shall be carried out in accordance with the grant issuance schedule in the form according to annex 2 to the present Agreement. The grant funds shall be provided on a tranche basis.

6. Each tranche shall be disbursed by transferring funds to the entrepreneur's current account within 10 (ten) working days from the date of submission of the tranche application in the form according to annex 3 to the present Agreement, from the entrepreneur for the tranche issuance, which shall be attached with documents confirming further use of grant funds (sales contract, contract of intent, invoice, payment invoices and other documents confirming further use of grant funds).

7. Money transfer to the Regional Coordinator of the Program to the entrepreneur shall not be carried out in case of termination of the present Agreement in accordance with the terms established in this Agreement.

5. The procedure, terms and conditions of use of the grant

8. The Entrepreneur shall use grant funds in accordance with business project action plan.

9. The funds transferred to the entrepreneur under the Agreement have a intended purpose related to the implementation of the entrepreneur's business project. The intended use of the grant shall be monitored by the Financial Agency..

10. All property acquired or received at the expense of the grant is used in accordance with the objectives of the entrepreneur's business project, and upon completion of the business project, shall be used by the entrepreneur to conduct entrepreneurial activities.

6. Rights and obligations of the Parties

11. Within the scope of the Agreement, the Regional Coordinator of the Program shall be obliged:

1) to provide the entrepreneur with a grant in the manner prescribed by this Agreement;

2) to accept in accordance with this Agreement written reports of a financial agency on the implementation by entrepreneurs of a business project and the use of financial resources;

3) to notify the entrepreneur of the early termination of the Agreement in cases provided for by this Agreement.

12. Within the scope of the Agreement, the Regional Coordinator of the Program shall have the right:

1) to refuse to provide the grant funds to the entrepreneur in cases stipulated by the Agreement, civil, tax and criminal laws of the Republic of Kazakhstan;

2) to demand the return of unused funds for further submission of the monitoring results to the tender committee;

3) to demand a refund of funds used for other purposes.

13. Within the scope of the Agreement, the Financial Agency shall have the right:

1) to demand from the entrepreneur to properly fulfill obligations under the Agreement and eliminate identified deficiencies in the use of the grant;

2) to monitor the disbursement and intended use of the grant, to monitor the activities of entrepreneurs in the implementation of business projects within 1 (one) year from the date of receipt of the grant, to monitor the implementation by the entrepreneur of the terms of the Program, as well as compliance by the entrepreneur with the conditions of the present Agreement, including by visiting representatives financial agency to the entrepreneur at the place of implementation of the business project. The order and timing of monitoring shall be regulated by the Rules for monitoring projects implemented within the framework of financial support programs for entrepreneurship under the Program, approved by the authorized body for entrepreneurship, as well as internal documents of the financial agency;

3) to request from the entrepreneur materials / documents confirming the fulfillment of obligations under the Agreement.

14. Within the scope of the Agreement, the Entrepreneur shall be obliged:

1) to conduct business project activities timely and properly;

2) at the request of a financial agency, to eliminate identified deficiencies in the use of the grant immediately;

3) upon the request of the financial agency, to submit materials / documents confirming the fulfillment of obligations under the Agreement, and written explanations within 3 (three) working days from the receipt of the written request of the financial agency;

4) to submit the information requested by the Financial Agency within 5 (five) working days from the receipt of such a request;

5) to ensure timely submission to the financial agency of documents related to the execution of the Agreement;

6) to inform the Financial Agency about the change of the responsible person appointed in accordance with the present Agreement on the date of making the corresponding decision;

8) to guarantee the Regional Coordinator of the Program that there are no arrears in payments to budgets of all levels or to state extra-budgetary funds during the term of the Agreement;

9) upon the expiration of the Agreement, to return to the regional coordinator of the Program the unused part of the grant funds within 3 (three) working days from the receipt of the relevant request;

10) within 60 (sixty) calendar days from the date of receipt of the grant funds to ensure co-financing of costs for the implementation of the business project and to send to the implementation of the business project the amount of at least 10% (ten percent) of the amount of the grant;

11) to render assistance to the financial agency during the monitoring of the Financial Agency, to submit to the financial agency the documents necessary for the monitoring, within the time period established in the written request of the financial agency, as well as to provide unhindered access to the representatives of the financial agency to the place of the business project during the on-site monitoring;

12) to submit to the financial agency written reports on the implementation of the business project and on the use of financial resources, compiled by the entrepreneur in the form according to annex 4 to the Agreement (hereinafter referred to as the Written reports), in particular:

to provide the current report within the period from "___" 20___ to "___" 20___ ;
to provide the final report within the period from "___" 20___ to "___" 20___.

15. Within the scope of the Agreement, the Entrepreneur shall have the right:

1) to require from the regional coordinator of the Program of proper execution of obligations under the Agreement;

2) to require timely transfer of grant funds to the current account.

16. In order to confirm the timely and proper implementation of the business project and the intended use of the grant funds, the written reports provided by the entrepreneur shall be enclosed with documents fully reflecting the implementation of the activities / goals provided for in the implementation of the business project, including those reflecting the content of each business transaction. At the same time, the attached documents shall contain details (number and date), as well as be stitched, numbered, signed by the head, accountant (if any) and responsible person of the entrepreneur, certified by his seal (if any).

17. Based on the results of the use of the grant, the Regional Coordinator of the Program, the Financial Agency and the entrepreneur shall sign an act of use of the grant to the grant agreement in the form according to annex 5 to the present Agreement

7. Liability of the Parties

18. The Parties shall be liable for failure to perform or improper performance of obligations under the Agreement in accordance with applicable civil law of the Republic of Kazakhstan.

19. In cases of improper fulfillment by the entrepreneur of obligations under the Agreement, misuse of grant funds, other violations of the terms of the Agreement, in case of failure to submit, late submission, incomplete presentation and (or) presentation of improperly executed written reports and (or) documents attached to written reports,

information / materials confirming the fulfillment of obligations under the Agreement, refusal or avoidance of the immediate elimination of identified deficiencies in the use of the grant or submitting false information to the financial agency, the Financial Agency shall have the right to contact the tender committee and the regional coordinator of the Program with a proposal on preliminary termination of the Agreement and refuse to provide a grant / request for the return of unused funds, in accordance with the procedure stipulated by the civil law of the Republic of Kazakhstan.

The decision on the termination of the Agreement and the return of the grant funds shall be made by the tender committee.

20. Based on the decision of the competitive commission, the Regional Coordinator of the Program shall work on the return of grant funds.

21. The Agreement shall be considered terminated from the date of the relevant decision of the tender committee in the manner prescribed by the civil law of the Republic of Kazakhstan, with the obligatory notification of the Regional Coordinator of the Program to the entrepreneur within 5 (five) working days from the date the decision of the tender committee.

22. The Parties shall be exempted from liability for partial or complete failure to fulfill obligations under the Agreement in the event of force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions (natural disasters, military operations, force majeure circumstances). A Party that does not fulfill its obligation due to force majeure shall immediately notify the other Party of an impediment and its impact on the performance of obligations under the Agreement.

8. Dispute settlement procedure

23. All disputes and disagreements that may arise from the Agreement between the Parties shall be resolved through negotiations.

24. In case of failure to reach agreement by negotiations within 10 (ten) business days, the dispute between the Parties shall be resolved in accordance with the civil law of the Republic of Kazakhstan.

9. Miscellaneous

25. Any amendments and additions to the Agreement shall be executed in accordance with the decision of the tender committee in writing in the form of an additional agreement and signed by authorized persons of the Parties.

26. The Entrepreneur shall be obliged to notify the regional coordinator of the Program and the Financial Agency about the change in his postal and bank details within 3 (three) working days from the moment of such a change.

27. The present Agreement has been made in ___ (_____) identical copies in Kazakh and Russian languages ___ (_____) copy in Kazakh and Russian languages for each of the Parties, each having equal legal force.

10. Legal Addresses, Bank Details and Signatures of the Parties

The Regional Coordinator of the P r o g r a m _____ Seal (if any)	The Financial Agency _____ Seal (if any)	The Entrepreneur _____ Seal (if any)
Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____ IIC KZ _____ BIC _____ Beneficiary Code _____ SI " _____ "	Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____ IIC KZ _____ BIC _____ Beneficiary Code _____ JSC " _____ "	Republic of Kazakhstan city _____ street _____ telephone _____ BIN _____

Annex 1
to the Agreement on provision of a
grant for implementation of new
business ideas
Form

Business Project Action Plan

Item no.	Name of action	Period of execution	Form of completion

The Regional Coordinator of the P r o g r a m _____ Seal	The Financial Agency _____ Seal	The Entrepreneur _____ Seal
----------------------------------------------------------------	------------------------------------	--------------------------------

Annex 2
to the Agreement on provision of a
grant for implementation of new
business ideas
Form

Grant Issue Schedule

Item no.	Grant issue date	Grant intended use	Grant amount

Annex 3
to the Agreement on provision of a
grant for implementation of new
business ideas
Form

Application for a tranche issue

city. _____ " __ " _____ 20____

In accordance with paragraph 5 of the Agreement on provision of a grant for implementation of new business ideas no. _____ or _____ (hereinafter referred to as the Agreement) I hereby ask to issue the regular tranche of the grant in the amount of _____ (_____) tenge for implementation of the business-project: _____

_____ according to the Business Project Action Plan indicated in annex 1 to the Agreement.

The funds of the grant tranche will be used in accordance with the intended purpose _____.

_____ Position

_____ Surname, name, patronymic

_____ (signature / seal)

Annex 4
to the Agreement on provision of a
grant for implementation of new
business ideas
Form

Report on the implementation of business project activities

Item no	Name of activities	Period of execution	Actual period of execution	Documents, confirming the execution of activities

table continuation

Period of the use of own funds according to the agreement	Actual period of the use of own funds	Amount of the own funds under the agreement, tenge	Actual amount of the use of the use of own funds, tenge	Supporting documents

Report on the use of the financial resources of a grant of a business project

item no.	According to the Agreement			Actually used amount of		Documents provided in confirmation of using	
	Intended purpose	Grant amount, tenge	Amount of own funds, tenge	Grant, tenge	Own funds, tenge	Grant (name, no., date of document)	Own funds (name, no., date of document)

table continuation

Name of activities under the agreement	Period of execution under the agreement	Actual date of execution	Documents provided in confirmation of using

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The Regional Coordinator of the P r o g r a m Seal	The Financial Agency Seal	The Entrepreneur Seal
----------------------------------------------------------	------------------------------	--------------------------

Annex 5
to the Agreement on provision of a
grant for implementation of new
business ideas
Form

**Act on the use of the grant to the Agreement on provision of a grant
dated " ____ " _____ 20__ no. ____**

city _____ " ____ " _____ 20__

(hereinafter referred to as the Regional Coordinator of the Program)
represented by _____, acting
on the basis of _____, on the one party and _____

(hereinafter referred to as the Financial Agency)
represented by _____,
acting on the basis of _____, on the one party and _____

(hereinafter referred to as the entrepreneur)
represented by _____ acting on the
basis of _____, on the other party, collectively referred
to as the "Parties", have drawn up this Act as follows:

1. The Regional Coordinator of the Program has provided to the entrepreneur a grant in accordance with terms of the Agreement.
2. The entrepreneur has no claims against the regional coordinator of the Program regarding the fulfillment of his obligations under the Agreement.
3. The entrepreneur has implemented a targeted business project in accordance with the terms of the Agreement.
4. The financial agency has no claims against the entrepreneur regarding the fulfillment of his obligations under the Agreement.

Signatures of the Parties

The Regional Coordinator of the P r o g r a m Seal	The Financial Agency Seal	The Entrepreneur Seal
----------------------------------------------------------	------------------------------	--------------------------

Annex 5
to the order of the Minister

**Agreement no. _____ on provision of a grant for implementation of
industrial-innovative
projects within the framework of business incubation**

_____ (venue of the agreement) "___" _____ 20__

The present Agreement (hereinafter referred to as the Agreement) is concluded between:

1) Regional Coordinator of the Program:

_____ represented by _____, acting on the basis of _____,

2) National Institute:

_____, represented by the Chairman of the Board _____, acting on the basis of the Charter, and

3) Grantee:

_____, represented by _____, acting on the basis of _____, collectively referred to as the "Parties", in accordance with:

State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated August 25, 2018 no. 522 (hereinafter referred to as the Program);

Rules for provision of state grants to small-sized businesses entities for the implementation of new business ideas and industrial and innovative projects as part of business incubation under the State Program of Support and Development of Business "The Business Road Map 2020", approved by the decree of the Government of the Republic of Kazakhstan dated April 19, 2016, no.234 (hereinafter referred to as the Rules for provision of state grants);

The application of the Grantee no. ___ dated "___" _____ 20__ on the project " _____";

Minutes of the tender commission dated _____ no. _____.

1. Terms and definitions

1. The following terms and definitions shall be used in this Agreement:

1) desk monitoring - activities carried out by the National Institute to review the implementation of the project and the targeted use of state grant funds on an ongoing basis by analyzing the reporting submitted by the Grantee, documents and information,

and other information available to the National Institute and / or in any open sources of information, without going to place of project implementation, as well as verification of the fulfillment of obligations undertaken by the Grantee under the Agreement and identification of problems arising during implementation of the project and to assist in solving the problems identified;

2) field monitoring - consideration by the National Institute of the progress of the project and the targeted use of the state grant funds for the projects, by conducting field trips to establish the project, in order to establish the reliability of the reports, documents and information submitted by the Grantee, as well as identify problems encountered during the implementation of the project and assist in solving identified problems on the ground;

3) state grant (hereinafter referred to as the grant) - budgetary funds provided to the Grantee on a gratuitous basis for the implementation of an industrial-innovative project as part of a business incubation program;

Other terms and definitions, used in the present Agreement have been determined in the Program and the Rules for provision of state grants.

2. Subject matter of the Agreement

2. The Regional Coordinator of the Program shall provide on a gratuitous basis the Grantee with a grant for implementation of the project "_____".

3. The National Institute shall monitor the implementation of the project.

4. The grant shall be provided for the following purposes:

1) acquisition of fixed assets and materials;

2) acquisition of intangible assets;

3) acquisition of technology;

4) activities related to the promotion of the ongoing project among potential investors in order to attract their investments in the project (to finance these activities, an amount of not more than 10% of the grant);

5) activities related to attracting potential customers (users) in order to promote a product and / or service to finance these activities, an amount of not more than 20% of the grant amount can be used;

6) expenses associated with the development of the production of new types of products and / or the services provided resulting from the work on the project;

7) protection of intellectual property created during the implementation of the project (third party services and payment of state fees);

8) consulting and engineering support of the ongoing project - specialized services of a technical, technological nature;

9) receipt of authorization documents in accordance with the Law of the Republic of Kazakhstan dated May 16, 2014 "On Permissions and Notifications";

10) overhead expenses directly related to the achievement of the grant objective.

5. Grant funds shall be allocated to the Grantee's current bank account on a tranche basis on the terms of co-financing the costs of the project in the amount of at least 20% of the amount of the grant, according to the project schedule (hereinafter referred to as the calendar plan), provided in annex 1 to the Agreement and shall cover the costs referred to in paragraph 4 of the present Agreement.

6. To receive the first tranche under the grant, the Grantee must confirm the availability of funds in the amount of 20% of the grant amount by providing an extract from the Grantee's bank account about the availability of funds.

7. The period for disbursement of the grant must not exceed 36 (thirty-six) months.

8. A grant shall be provided to create a new or significantly improved product (goods, service) or business process.

9. The Agreement shall be attached with:

1) a calendar plan according to annex 1 to the present Agreement;

2) Cost estimate with cost breakdown, according to annex 2 to the present Agreement;

3) report on implementation of the project in the form according to annex 3 to the present Agreement;

4) a consent of the Grantee for receipt and distribution of primary statistic data according to annex 4 to the present Agreement;

5) an application of the Grantee for receipt of information from the authorized body in the field of state revenues of data that is a tax secret in the form according to annex 5 to the present Agreement.

10. The grant funds may not be used to purchase real estate, land and other purposes not specified in paragraph 4 of this section.

3. Period of the Agreement

11. The Agreement shall enter into force from the day of its signing by the Parties and shall be valid until they fully fulfill their obligations under the present Agreement.

4. The amount and the procedure for provision of the grant

12. The amount of the grant, provided under the Agreement shall be _____ (_____) tenge.

13. The Regional Coordinator of the Program shall transfer the first tranche to the Grantee's bank account in the amount determined by the calendar plan.

14. To receive subsequent grant tranches, the Grantee, within 10 (ten) business days after the end of the next stage of the project, shall submit an application to the National Institute for the transfer of funds according to the schedule. The National Institute shall analyze the application and, if the Grantee fulfills the terms of the Agreement, shall notify the regional program coordinator by official letter. The regional coordinator shall transfer funds in accordance with the Grantee's application approved by the National Institute.

15. A separate current bank account of the Grantee shall be used only for the implementation of costs associated with the implementation of the project. Funds from the separate current bank account shall be used by the Grantee solely for the purposes of covering expenses stipulated by the calendar plan.

16. The Grantee shall acquire the right to receive the next tranche after reporting on the implementation of the measures envisaged for the previous stage(s) specified in Section 6 of the Agreement, subject to the following conditions:

1) The amount of the Grant and own funds should be used solely for the implementation of the measures specified in paragraph 4 of the Agreement, and in accordance with annexes 1 and 2 to the present Agreement;

2) works on the implementation stage of the grant must be completed timely and in full, in accordance with Annexes 1 and 2 to the present Agreement.

17. The transfer of grant funds to the Grantee shall be carried out in accordance with the Agreement in stages, according to the results of the National Institute for monitoring the implementation of measures (actions) stipulated by annexes 1, 2 and 3 of the present Agreement. The Regional Coordinator of the Program, on the basis of a proposal by the National Institute, shall reserve the right to submit claims for the return of grant amounts spent for unauthorized purposes.

18. The amount of the grant under the Agreement may not be adjusted upward.

19. Grant amounts transferred to the Grantee shall be refunded in full within 10 (ten) working days by direct non-cash transfer to the state budget at the request of the Regional Coordinator of the Program in cases stipulated by the Agreement.

5. Rights and obligations of the Parties

20. The Regional Coordinator of the Program shall be obliged:

1) to allocate grant funds to the grantee's bank account in accordance with the conditions of the Agreement and the calendar plan:

within 10 (ten) working days from the date of entry into force of the Agreement in the amounts in accordance with the calendar plan;

to transfer grant funds to the Grantee's account on a tranche basis according to the schedule within 5 (five) business days upon receipt of an official letter of consent to transfer from the National Institute and the Grantee's application.

2) to provide, upon request, the available information to the National Institute and the Grantee as part of the project.

21. The Regional Coordinator of the Program shall have the right:

1) to request from the Grantee documents and information regarding the ongoing project at any stage of its implementation under the Agreement;

2) to request from the National Institute the information regarding the project at any stage of its implementation under the Agreement;

3) to submit to the tender committee proposals on termination of the Agreement in case of failure by the Grantee to fulfill the terms of the Agreement;

4) if the tender committee decides to terminate the contract, to take measures to return the funds of the grant in accordance with the procedure stipulated by the legislation of the Republic of Kazakhstan.

22. The National Institute shall be obliged:

1) to monitor the implementation of the project by the Grantee by:

Monitoring of intended use of the grant;

Monitoring of fulfillment by the Grantee of the conditions of the Agreement;

2) to provide upon request the available information to the regional coordinator of the program and to the grantee within the framework of the project implementation.

23. The National Institute shall have the right:

1) to request from the Grantee and the Regional Coordinator of the Program documents and information regarding the project at any stage of its implementation under the Agreement;

2) to analyze the documents submitted by the Grantee confirming the implementation of activities under the Agreement for the corresponding stage / period of time, including documents / materials confirming the fact of payment by the Grantee for delivered goods, work performed, services rendered (contracts, acts of work performed, other documentation);

3) to carry out desk, on-site monitoring of the implementation of activities and the declared costs of the Grantee, both independently and by attracting independent expert organizations or independent experts;

4) based on the results of monitoring, to initiate the issue of amendments and (or) additions to the signed Agreement, including in terms of reallocation of funds under the Agreement and other amendments and (or) additions to the project within the amount specified in paragraph 12 of the Agreement;

5) in case of detection at the monitoring stage of non-performance of measures under the Agreement, present to the Grantee the requirement to eliminate violations within 10 (ten) working days from the receipt of a notification from the National Institute;

6) to make a proposal to the Regional Coordinator of the Programs on termination of the Agreement, in cases of misuse of money, falsification of documents, provision of false information, failure to fulfill planned activities under the Agreement, failure to submit reports within the deadlines established by the Agreement, as well as in case of failure by the Grantee to fulfill obligations under the Agreement;

7) to make a proposal to the Regional Coordinator of the Programs on refusal to the Grantee to pay a part of the costs of the project, in case of failure to fulfill the conditions / obligations under the Agreement;

8) to return to the Grantee the reports for revision, in case of comments;

9) at their own expense, to involve an independent expert organization or independent experts to conduct an independent examination of the results of the implementation of the Agreement and (or) its stages, as well as to decide on the need to amend and (or) additions to the signed Agreement;

10) to take measures of influence in respect of the Grantee, stipulated by the legislation of the Republic of Kazakhstan and the Agreement aimed at eliminating violations and ensuring the implementation of the Agreement, which includes:

to carry out desk, on-site monitoring of the implementation of activities and the stated costs of the Grantee both independently and by attracting independent expert organizations or independent experts;

to require the Grantee to provide interim and final reports on the project in accordance with the conditions / obligations of the Agreement.

11) to require from the Grantee information on the further development of the project within 3 (three) years after the implementation of the project under the Agreement.

24. The Grantee shall be obliged:

1) to open a separate bank account and use it only for the purposes of the project and the use of grant funds;

2) in case of problems of a financial, administrative or contractual nature and / or when performing activities under the Agreement, to notify the National Institute in writing within 5 (five) working days from the occurrence of problem issues;

3) if it is reasonably necessary to change the terms and / or amounts of spending the funds provided for by the Agreement, to make proposals to the National Institute and the Regional Coordinator of the Program 10 (ten) working days before the deadlines for spending the grant, which are planned to amend;

4) to submit reports to the National Institute timely and in the prescribed manner, in the form in accordance with annex 3 to the Agreement;

5) to ensure performance of activities stipulated in the framework of implementation of the Agreement in accordance with annexes 1 and 2 to the Agreement;

6) to provide at the request of the National Institute financial and technical documents related to the implementation of the project;

7) to eliminate the comments on reports provided by the National Institute in accordance with section 6 of the Agreement;

8) at the request of the regional coordinator of the program, to return the received grant amount in full, in cases provided for by the Agreement, including in case of misuse of the grant amount under the Agreement;

9) to ensure unhindered access of representatives of the National Institute, on the basis of a written notification of the National Institute, to the territory of the Grantee in order to conduct on-site monitoring;

10) to inform immediately the Regional Coordinator of the Program and National Institute in revelation by the Grantee of circumstances impeding the implementation of the project as a whole or inappropriateness of its further implementation;

11) to keep separate management records of funds and property received on the basis of the Agreement from other funds and property that the Grantee owns and uses;

12) to become familiar with the internal regulatory documents of the National Institute governing the monitoring of project implementation;

13) to keep all reports related to the Agreement at least 5 (five) years from the date of expiration of the Agreement;

14) to disclose and to provide the National Institute with information on affiliation, in the case of the acquisition of goods, works, services from persons affiliated with the Grantee;

15) to ensure the investment of own funds in the amount and in the terms stipulated by the calendar plan;

16) to give consent to the collection and processing of personal data within 2 (two) working days from the date of signing the Agreement;

17) in the event of a change of the details specified in the Agreement, to notify the Regional Coordinator of the Program and National Institute within 2 (two) working days from the date of such change;

18) upon request of the National Institute (if necessary) to receive an electronic digital signature to work in the system of electronic monitoring of grant agreements;

19) not to alienate property acquired at the expense of the grant funds within the period of implementation of the project according to the calendar plan;

20) to provide, if requested by the National Institute, information on the further development of the project within 3 (three) years after the implementation of the project under the Treaty;

21) for the purposes of receiving the first tranche of the grant, to confirm the availability of funds in the amount of 20% of the grant amount by providing an extract from the grantee's bank account about the availability of funds;

22) to notify the Regional Coordinator of the Program and National Institute about the change of its details (address, telephone, bank details) within 2 (two) working days from the date of such change.

25. The Grantee shall have the right:

- 1) to receive the grant according to the conditions of the Agreement;
 - 2) to take appropriate measures to protect confidential information, know-how, inventions and discoveries;
 - 3) if there is a saving in grant funds, not to return this savings, but use them for the purpose of further development of the project;
 - 4) to request the Regional Coordinator of the Program and National Institute the information within the framework of implementation of the project.
26. The Grantee shall not have the right to use money and property acquired at the expense of the grant funds for other purposes not related to the implementation of the project and not specified as such in the Agreement and annexes thereto.
27. The Grantee shall not have the right to use the grant funds for acquiring the real estate and a land plot.
28. During the implementation of the project, the Grantee shall be prohibited from selling or any encumbrance of funds and / or property acquired in the framework of the implementation of the Agreement.
29. The Grantee shall be fully liable for using money of the project in accordance with the grant goals, as well as for the reliability of the presented information.

6. Procedure and form of provision of reporting

30. The Grantee must, within 10 (ten) working days after the completion of each of the stages of the project implementation stipulated by the schedule, submit to the National Institute interim reports on the implementation of each stage of work in accordance with annexes 1, 2 and 3 of the Agreement and the final report no later than 10 (ten) working days after the completion of all work in accordance with annexes 1 and 2 of the Agreement. Interim and final reports shall be provided on paper and in electronic form, attached with the all documents confirming the fact of work performance.

In the event if the Grantee fails to submit an interim / final report within the time stipulated by the Agreement, except for cases of deferred submission of these reports, the Grantee shall be obliged to pay a fine of 0.1% of the amount of the last tranche of the grant for each day of delay, but not more than 10% of grant amounts and submit an interim / final report within 10 (ten) working days from the date of receipt of the notification from the National Institute.

31. The Grantee shall have the right to extend the deadline for submitting a report up to 20 (twenty) calendar days, inclusively, by sending a written request to the National Institute before the deadline for submitting a report indicating the objective reasons for the extension.

In the event if the grace period for submitting the report requested by the Grantee is more than 20 (twenty) calendar days, then the National Institute shall consider the objectivity of the alleged delays in a period of not more than 5 (five) working days. In case of disagreement of the National Institute with a change in the deadline for submitting a report, the deadline for submitting a delay shall be up to 20 (twenty) calendar days from the date of completion of the stage.

32. In interim reports, the Grantee shall reflect the information on the implementation of activities provided for by the relevant stage of the project and information on the expenditure of funds provided in the corresponding stage and this Agreement.

The Grantee shall provide documents to the interim report on achievement of the goals stipulated by paragraph 4 and annexes 1, 2 and 3 to the present Agreement, including payment documents in accordance with the National Institute's internal regulatory documents governing the monitoring of project implementation, as well as photo and / or video reports confirming the actual performance of work (provision of services).

When acquiring equipment related to fixed assets, the Grantee, together with the report, shall be obliged to provide an accounting statement confirming the inclusion of the acquired equipment on the balance of the Grantee, subject to accounting.

33. The final report on the work performed shall indicate project activities.

The report shall be attached with documents and materials, confirming the achievement of goals, indicated in paragraph 4 and annexes 1, 2 and 3 to the Agreement, as well as:

photo- and / or video reports confirming the actual work performance (provision of services);

documents the achievement of the results of the project;

presentation of the results of project implementation (in MS PowerPoint format).

34. The submitted copies of documents to the reports shall be numbered and certified by the signature of the authorized person of the Grantee.

When providing a document and / or a copy of a document in a foreign language, a notarized translation of the document and / or a copy of the document in Kazakh and / or Russian must be attached.

When providing the original of the document to be returned to the Grantee, such documents after reconciliation with copies, by initialing each sheet of the copy of the document, shall be returned to the Grantee.

35. The National Institute, in case of detection of non-compliance of the submitted interim and / or final report with the requirements of paragraphs 32, 33 and 34 of the

present Agreement, shall send a notice of inconsistencies to the Grantee no later than 22 (twenty-two) working days from the date of receipt of the interim report and not later than 45 (forty-five) working days from the date of receipt of the final report.

36. The Grantee, within 10 (ten) working days from the date of receipt of the notice, shall eliminate the comments submitted and submit to the National Institute an updated report and / or requested documents.

The date of submission of the adjusted report and / or requested documents shall be considered the date of receipt of the report and / or documents in pdf-format to the email address of the National Institute, subject to the subsequent receipt of the adjusted report and / or paper documents to the postal address of the National Institute within 10 (ten) working days from the date of receipt of the report and / or documents to the email address of the National Institute. From the day the corrected report is submitted by the Grantee, the term for consideration of the report by the National Institute shall be renewed.

37. The period of implementation of the project under the Agreement shall not include the period of consideration by the National Institute of the intermediate and final reports and financing of the next phase of the project.

38. The National Institute no later than 22 (twenty two) working days from the receipt of the interim report and documents from the Grantee, specified in paragraph 32 of the present Agreement, shall review the submitted reports and documents, after which it provides the regional program coordinator with written consent to transfer the next grant tranche.

39. After reviewing the final report submitted by the Grantee, the National Institute shall send the final conclusion on the project to the Regional Coordinator.

40. The adoption of the final report and completion of the project shall be carried out by the relevant decision of the National Institute.

41. The interaction between the National Institute and the Grantee according to the report can be carried out in writing on paper, as well as through the electronic system of the National Institute.

7. Confidentiality

42. The Parties agreed to keep the following information confidential: correspondence between the Parties regarding the Agreement, accounts, acts, documentation related to the Agreement, not intended and / or not in the public domain for third parties.

The Parties shall undertake to take the necessary measures to protect confidential information and not disclose it to third parties without the prior consent of the other Party, with the exception of the shareholder of the National Institute, the authorized

body, other state bodies, the disclosure of information on the project which is due to the requirements of the current legislation, or acts or instructions of higher authorities management. The confidentiality conditions shall remain valid for the entire duration of the Agreement and for 5 (five) years after the end of relations under the Agreement.

43. Obligations of the Parties regarding confidentiality and non-disclosure of information stipulated by the Agreement shall not apply to publicly available information.

44. The Grantee by signing of the present Agreement shall give consent to the National Institute for placement of information about the Grantee in the mass media.

8. Conditions and procedure for termination of the Agreement

45. The Regional Coordinator of the Program and / or National Institute may terminate the Agreement in the following cases:

1) The grantee has not paid fines and (or) reports have not been submitted within the time stipulated by the Agreement;

2) the obligations to invest own (or other attracted) funds of the Grantee into the project in accordance with the terms of the Agreement have not been fulfilled;

3) facts of falsification of documents or provision of false information by the Grantee have been revealed;

4) grant funds have been used for other purposes;

5) The Grantee does not fulfill any obligations assumed under the Agreement, including non-fulfillment of planned activities under the Agreement;

6) The Grantee is declared bankrupt in accordance with the legislation of the Republic of Kazakhstan; it is at the stage of bankruptcy proceedings; it is insolvent;

7) there is lack of sufficient funds to finance the project, in connection with the termination / reduction of the amount of money for financing the project by the authorized body, or the adoption of acts, decisions, orders by the authorized body or governing body of the regional program coordinator and the National Institute on the suspension or termination of such financing in general or on the project.

46. Upon termination of the Agreement in accordance with subparagraphs 1) - 6) of paragraph 45 of the Agreement, Grantee shall be obliged to return the previously received grant amount and pay the fines stipulated by the Agreement within 10 (ten) working days from the date of the written request by the National Institute.

47. Upon termination of the Agreement in accordance with subparagraph 7) of paragraph 45 of the Agreement, the Grantee shall provide the National Institute with the report on performed activities with all supporting materials and documents, specified in section 6 of the Agreement.

48. The Agreement may be terminated prematurely by agreement of the Parties on mutually agreed terms, expressed in writing, or at the request of one of the parties by a court decision, or in the event of circumstances stipulated by the Agreement.

9. Force majeure circumstances

49. The parties shall be exempted from liability for non-performance, or improper performance of their obligations under the present Agreement, if the impossibility of performance turned out to be due to force majeure, that is, extraordinary and inevitable circumstances under the given conditions (natural disasters, military operations, force majeure circumstances).

50. Upon the occurrence of force majeure, i.e. extraordinary and unavoidable circumstances, the Party for which the impossibility of fulfilling its obligations under the present Agreement has created, timely shall timely notify the other Party of such circumstances within 10 (ten) working days from the onset. Moreover, the nature, period of validity, the fact of the occurrence of force majeure circumstances shall be confirmed by the relevant documents of authorized state bodies.

51. In the absence of a timely notification, the Party shall indemnify the other Party for the damage caused by non-notification or untimely notification.

52. The onset of force majeure, i.e. extraordinary and unavoidable circumstances, shall cause an increase in the period of performance of the present Agreement for the period of their validity.

53. If such circumstances continue for more than 3 (three) consecutive months, then either of the Parties shall have the right to refuse further performance of obligations under the present Agreement.

10. Dispute settlement procedure

54. The Parties shall take all measures to ensure that any disputes, disagreements or claims regarding the execution of the Agreement are settled through negotiations.

55. Disagreements on which the Parties have not reached an agreement shall be resolved in a judicial procedure established by civil law.

56. In the event of disagreement between the Grantee and / or the Regional Coordinator of the Program and / or the National Institute requiring litigation, all available legal costs and expenses cannot be paid from the grant, and shall be subject to payment in accordance with the current legislation of the Republic of Kazakhstan.

11. Alteration of the Agreement

57. All amendments and / or additions to the Agreement shall be carried out by mutual agreement of the Parties and shall be valid provided that they are made in writing and signed by authorized representatives of the Parties. Any such amendment / addition will be an integral part of the Agreement.

58. The amendment and / or additions to the Agreement shall be made on the basis of a written request from the Grantee and / or in the process of monitoring under the Agreement.

At the same time, an application for the need to make amendments and additions to the Agreement shall be sent by the Grantee not later than 20 (twenty) working days before the completion of the stage, with the exception of justified reasons related to the impossibility of notifying the Grantee of the National Institute about the need to amend the Agreement no later than the date of completion of the stage of work.

59. The National Institute / the Regional Coordinator of the Program shall have the right not to amend the Agreement in the following cases:

if the Grantee exceeds the deadline for the implementation of the stage / project for a period not exceeding 1 (one) calendar month, provided that the total duration of the project does not exceed the period of 36 (thirty six) months, as well as if the Grantee has valid reasons related to the impossibility implementation of measures on time of the stage (adopted and reflected in the report based on the results of project monitoring);

upon redistribution by the Grantee of not more than 10% of the project funds from the amount of the stage to another stage, or 10% of the project funds from the amount of the item of expenses to another item of project expenses. Grantee must notify the National Institute in advance of such reallocation of project funds. When monitoring the redistributed funds of the project, the National Institute shall be guided by the internal regulatory documents of the National Institute for monitoring the project implementation.

In case of inappropriate / unreasonable reallocation of project funds, National Institute shall have the right not to accept this reallocation of project funds.

60. Amendments and / or additions to the Agreement must be consistent with the goals and objectives of the project, as well as the measures implemented to implement the project and not exceed the grant amount.

61. When amending and / or adding the Agreement, the National Institute may conduct an independent examination.

62. Based on the justifications provided by the Grantee, the project may be suspended for the period until the entry into force of amendments and / or additions to the Agreement, or until a decision by the Parties on the further implementation of the project shall be made.

12. Final provisions

63. Provisions not regulated by the Agreement shall be solved in accordance with the current legislation of the Republic of Kazakhstan.

64. The Agreement is made in triplicate in the Kazakh and Russian languages, each on the ___ (___) sheet, having the same legal force, one copy for each of the Parties.

13. Legal Addresses, Bank Details and Signatures of the Parties

National Institute: Address, Republic of Kazakhstan, city Astana, street _____ Telephone _____ BIN _____ _____ IIC _____ BIC _____ JSC " _____ " Beneficiary Code _____ On behalf of the National Institute _____ _____ (signature) seal (if any) The Regional Coordinator of the Program: Address _____, Republic of Kazakhstan, city _____, street _____ Telephone _____ _____ _____ On behalf of the Regional Coordinator of the Program _____ _____ (signature) seal	Grantee: Address, Republic of Kazakhstan, city _____ Telephone _____ BIN _____ _____ BIC _____ _____ Beneficiary Code _____ _____ _____ On behalf of the Grantee _____ _____ (signature) seal
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Annex 1
to the Agreement on provision of a
grant for implementation of
industrial-innovative projects
within the framework of business
incubation
dated March 6, 2019 no.18

Calendar Plan for Project Implementation:

item no.	Name of works under the Agreement and their main stages	Duration of works (months)	Estimated price of a stage (tenge)	Form and type of reporting
1	2	3	4	5

Annex 2
to the Agreement on provision of a
grant for implementation of
industrial-innovative projects
within the framework of business
incubation
dated March 6, 2019 no.18

Cost estimate with cost breakdown

Costs of execution of works	Total amount of costs, tenge	Works stages		
		1	2	
Costs ---- Total:	To indicate the total amount of costs under the Agreement including with a breakdown by grant funds and own funds of the Grantee	To indicate the total amount of costs on the stage of expenses including with a breakdown by grant funds and own funds of the Grantee	To indicate the total amount of costs including with a breakdown by grant funds and own funds of the Grantee	Supporting documents for performance of debit transactions
including articles ----				
	To indicate the total amount of costs according to the expenditures item including with a breakdown by grant funds and own funds of the Grantee	To indicate the total amount of costs on the stage of expenses including with a breakdown by grant funds and own funds of the Grantee	To indicate the total amount of costs on the stage of expenses including with a breakdown by grant funds and own funds of the Grantee	(to indicate certain documents, which the Grantee must submit to the bank _____ for effecting a payment)
		To indicate the name of activities, works and services	To indicate the name of activities, works and services	
		To indicate the name of activities	To indicate the name of activities	
For reference: costs at the expense of other sources of financing - Total:				
of which:				
own funds				
other				
National Institute _____ (signature) seal		Grantee _____ (signature) seal		

Annex 3
to the Agreement on provision of a
grant for implementation of
industrial-innovative projects
within the framework of business
incubation
dated March 6, 2019 no.18
Form

Report on implementation of the project

" _____ " (project name)

Report for __ stage (interim / final) 1. General information:

Date of report
Name of the Grantee
Number and date of Agreement
Grant type
Grant purpose
Stage purpose
Grant amount
Stage amount
Reporting period
he achieved results of the stage / grant project (depending on the type of report) with a quantitative and qualitative justification of the data provided
Unplanned results / deviations / discoveries outlining quantitative and qualitative justifications for the data provided
Prospects for achieving the project objectives during the next reporting period, with indication of key success factors
Necessary changes in planned activities with indication of reasons

2. Report on spending funds

Name of expenditure items according to estimate	Amount provided for by the cost estimate	including		Amount spent	Balance	Names of confirming documents	Note / Explanation (in case of refusal)
		grant	own funds				
1	2	3	4	5	6	7	8

Note:

1) It is mandatory to attach copies of documents confirming the targeted use of project funds (including own funds).

2) When providing a document / copy of a document in a foreign language, a notarized translation of the document / copy of the document into Kazakh / Russian must be attached.

3) If the Grantee is a public interest organization, a report on the use of project funds must be signed by an independent auditor or a certified accountant.

An independent auditor (or a certified accountant)

(Surname, name, patronymic (if any), other details) _____ (signature)

3. Brief Project Description

4. Description of actually performed works on the stage of the project

By signing this report, the Grantee guarantees the accuracy of the information provided, documents / copies of documents and shall be liable under the laws of the Republic of Kazakhstan for providing false information, documents / copies of documents.

5. Photo, video materials

Grantee

(signature) seal

Annex 4
to the Agreement on provision of a
grant for implementation of
industrial-innovative projects
within the framework of business
incubation
dated March 6, 2019 no.18

**Consent for receipt and distribution of primary statistic data
(to be filled in on the form of the Applicant, if any)**

Hereby _____ (to indicate the name of the Grantee, identification number of the taxpayer / business identification number, data of the head) _____ give consent to the "National Agency for Technological Development" Joint Stock Company for receipt from the authorized body in state statistics of primary statistic data about the activities of the Grantee, with the right of further distribution of the obtained data, with indication of the necessary period and indicators.

Signature of the Grantee with position, surname, name, patronymic (if any)

_____ (signature) seal

_____ date.

Annex 5
to the Agreement on provision of
agrant for implementation of
industrial-innovative projects within the
framework of business
incubation
dated March 6, 2019 no.18
Form

Application

city Astana _____ (date)

Hereby _____ (to indicate full legal name of the Grantee), established and acting in accordance with the

legislation of the Republic of Kazakhstan (certificate / statement of state re / registration no. _____, issued by the body of justice ___ city _____ dated _____), located at the address: Republic of Kazakhstan, _____, represented by _____, acting on the basis of _____,

Give consent to the "National Agency for Technological Development" Joint Stock Company (certificate / statement of state re / registration no. _____, issued by the body of justice ___ city _____ dated _____) for receipt from the authorized body in the field of state revenues of information that is the tax secret, regarding the activities of the Grantee:

on the volumes of import / export of stocks, goods / services, as well as information on the accrued amount of taxes and payments (including corporate income tax, individual income tax, social tax and value added tax) paid (transferred) by the taxpayer to the republican and / or local budget.

Signature of the Grantee with position, surname, name, patronymic (if any)

Signature, seal