

**ADHESION AGREEMENT
on legal services**

Almaty

1. This agreement, in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, is an adhesion agreement (hereinafter referred to as the "Agreement") published on the website <https://kazakhstan.moore-global.com> and proposed for conclusion by Moore Kazakhstan LLP (hereinafter referred to as the "Contractor"), represented by Executive Director Mr. Serik Kozhikenov, acting on the basis of the Charter, with any legal entity that has applied.
2. In accordance with clause 1 of Article 389 of the Civil Code of the Republic of Kazakhstan, in case of acceptance of the conditions set out below and payment for services, the legal entity making the acceptance of this offer becomes the Customer (in accordance with clause 1 of Article 396 of the Civil Code of the Republic of Kazakhstan, the acceptance shall be complete and unconditional), and the Contractor and the Customer together are the Parties to this Agreement.
3. This Agreement is made for the most efficient, convenient and timely receipt by customers of legal services provided by the Contractor.
4. In connection with the above, carefully read the text of this Agreement and its terms. If you do not agree with any clause of the Agreement, the Contractor offers you to refuse to receive services.

1. THE SUBJECT OF THE AGREEMENT

- 1.1. The Contractor undertakes, on behalf of the Customer, to provide legal services (hereinafter referred to as the Services), and the Customer undertakes to accept the Services provided by the Contractor and pay them in the manner and under the conditions specified in this Agreement.
- 1.2. The list of the Services to be provided under this Agreement, the period of provision and the cost of the Services that are essential for the provision of the Services are indicated in the Application for adhesion signed by the Customer.
- 1.3. If necessary, a separate written agreement on the provision of legal services may be concluded between the Parties.

2. PROCEDURE FOR CONCLUDING THE AGREEMENT

- 2.1. The conclusion of this Agreement is made by joining the Customer to this Agreement, i.e. by acceptance by the Customer of the terms of this Agreement as a whole, without any conditions, exceptions and reservations (clause 1 of Article 396 of the Civil Code of the Republic of Kazakhstan).
- 2.2. The fact of acceptance by the Customer of the terms of this Agreement is the signing by the Customer of the Application for adhesion (clause 3 of Article 396 of the Civil Code of the Republic of Kazakhstan).
- 2.3. This Agreement, subject to the procedure for its acceptance, is considered concluded in a simple written form (clause 3 of Article 152 of the Civil Code of the Republic of Kazakhstan).

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. The Customer undertakes:
 - 3.1.1. If you intend to conclude this Agreement and receive Services from the Contractor, fill out and sign the Application for adhesion which is an integral part of this Agreement (the form is given in Appendix No.1 to the Agreement) and send it to the Contractor at info@moore.kz.
 - 3.1.2. Upon receipt of an invoice from the Contractor for payment of the Service selected (ordered) by the Customer, within 5 (five) days from the date of receipt of the Contractor's invoice, to pay the cost of the selected Service by transferring the funds indicated in the Contractor's invoice to the Contractor's account.
 - 3.1.3. To notify the Contractor about the payment of the invoice.
 - 3.1.4. Timely provide the Contractor with all the information and documentation necessary for the timely and proper provision of the Services.
 - 3.1.5. The Customer (and any of its affiliates) undertakes not to attempt to employ any member of the Contractor's staff working under this Agreement, for a period of one year after termination of this Agreement. Should the Customer (or any of its affiliates) employ such a person within the indicated period of time, the Customer shall reimburse the Auditor for the costs associated with the recruitment and training of the Auditor's personnel. The amount of such compensation is hereby fixed at 2,500,000 (two million five hundred thousand) tenge for one staff member, excluding the Value Added Tax (VAT) and other taxes if applicable.
- 3.2. The Contractor undertakes:
 - 3.2.1. To provide the Customer with timely and high-quality Services.
 - 3.2.2. If necessary, provide the Customer with reports on the Services provided.
 - 3.2.3. Within 3 (three) working days from the date of receipt of the signed Application for adhesion from the Customer – to confirm receipt of the specified form and to issue an invoice for payment.
- 3.3. The Customer has the right:
 - 3.3.1. To receive information from the Contractor about the legislative and regulatory acts on which the Contractor's recommendations are based.
- 3.4. The Contractor has the right:

- 3.4.1. When providing the Services under this Agreement, to engage subcontractors subject to obtaining the consent of the Customer. If subcontractors are involved under this clause, their work will be considered as a part of the Services in everything related to this Agreement;
- 3.4.2. To refuse to conclude an Agreement with the Customer, if as a result of the provision of the Services, the norms of the current legislation of the Republic of Kazakhstan are violated.

4. PROCEDURE FOR PROVIDING SERVICES

- 4.1. The cost of the Services provided under this Agreement is determined based on the scope, nature and duration of the Services ordered by the Customer, and is indicated in the Application for adhesion, signed by the Customer.
When the Customer contacts the Contractor, the Parties preliminarily determine the types of Services, the cost and the term for their implementation. The Customer, with the intention to conclude this agreement and receive Services from the Contractor, signs the Application for adhesion and sends it to the Contractor. The Contractor, within 3 (three) working days from the date of receipt of the signed Application for adhesion from the Customer, confirms the receipt of the Application and sends the Customer an invoice for payment indicating the cost of the Service selected (ordered) by the Customer.
The Customer, upon receipt from the Contractor of confirmation of the receipt of the Application for adhesion and invoice for payment of the Service selected (ordered) by the Customer, within 5 (five) working days from the date of receipt of the Contractor's invoice, pays the cost of the selected Service by transferring the funds indicated in the Contractor's invoice to the Contractor's current account.
- 4.2. The moment of fulfillment of the Customer's obligation to pay for the Service is the date when the funds paid by the Customer are credited to the Contractor's account.
- 4.3. After paying the Contractor's invoice, the Customer notifies the Contractor about it.
- 4.4. The Customer, depending on the nature of the Service ordered, provides the Contractor with all the necessary information and documentation for the timely and proper provision of the Service.
- 4.5. The Contractor, depending on the nature of the Service, provides the Service to the Customer in a timely manner. However, in case of violation by the Customer of obligations to pay for the cost of the Services, the Contractor has the right to suspend the provision of the Services until payment is received on his bank account, which he notifies the Customer in writing.
- 4.6. The Contractor, depending on the nature of the Service ordered and paid for by the Customer, upon completion of its provision, draws up the result of the Service provided in the form of a written opinion, report, transfer of documentation, etc.
- 4.7. The moment of fulfillment of the Contractor's obligations to the Customer is the date of transfer (by e-mail, courier) to the Customer of the result of the Services provided.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. For non-fulfillment or improper fulfillment of obligations assumed under this Agreement, the Parties bear responsibility under the current legislation of the Republic of Kazakhstan.
- 5.2. To the extent permitted by the legislation of the Republic of Kazakhstan, the Contractor will not be liable for any loss or damage incurred by the Customer as a result of falsification, distortion or concealment of information essential for the provision of the Services, or any other fact of failure to fulfill obligations in relation to such material information on the part of the Customer or from other sources of information
- 5.3. The Contractor's liability is limited to the amount of direct real damage incurred by the Customer as a result of gross negligence or deliberate illegal actions of the Contractor in the provision of the Services. The Contractor shall not be liable to the Customer for indirect losses and lost profits of the Customer arising from the actions of the Contractor in the provision of the Services. The general responsibility of the Contractor is limited to the amount of remuneration actually paid to the Contractor specified in the Application for adhesion.
- 5.4. The Contractor is released from liability for any loss or damage incurred by the Customer as a result of amendments to the legislative acts of the Republic of Kazakhstan, which were put into effect after the transfer of the result (document, report, etc.) of the Services provided to the Customer.
- 5.5. The Parties maintain the confidentiality of information constituting a commercial secret, which became known to them in connection with the execution of this agreement. The list of confidential information shall be determined by the Parties independently and shall provide such information with the "Confidential" stamp.

6. FINAL PROVISIONS

- 6.1. This Agreement comes into force from the moment of signing by the Customer of the Application for adhesion for the provision of the Service selected by the Customer and is valid until the transfer of the results of the Services provided to the Customer.
- 6.2. By signing the Application for adhesion, the Customer confirms that he has read and fully agrees with the terms of this Agreement.
- 6.3. The Contractor has the right to unilaterally amend the Agreement, which is obliged to notify the Customer within 10 (ten) working days prior to the introduction of such amendments. In case of disagreement with

the changes, the Customer has the right to notify the Contractor about the termination of the Agreement within 10 (ten) business days from the date of receipt of the relevant notification from the Contractor. Failure to receive written disagreement from the Customer with the amendments made is recognized as the Customer's agreement to the terms of the Agreement.

- 6.4. The Parties have the right to terminate the Contract prematurely by mutual written agreement.
- 6.5. If one of the Parties violates the terms of this Agreement, the other Party has the right to unilateral terminate the Agreement, about which it notifies the Party that violated the terms of the Agreement in writing. The Party that decided to terminate this Agreement must send the other Party a written notice 15 (fifteen) working days before the actual termination. In the event of such termination (regardless of which Party is the initiator), the Contractor independently determines the actual costs incurred and, in the event of a positive difference from the cost of the Service specified in the Application for adhesion, returns it to the Customer within 30 (thirty) business days.
- 6.6. Any notifications permitted and / or required under this Agreement must be sent by the notifying Party to the notified Party by e-mail. The notification is considered delivered from the moment it is received by the notified Party.
- 6.7. This Agreement is governed by the legislation of the Republic of Kazakhstan. The applicable law for this Agreement and legal controversies is exclusively the law of the Republic of Kazakhstan.

7. CONTRACTOR'S DETAILS

TOO «Moore Kazakhstan»
2nd floor, Building 2A, Business Centre Nurly Tau,
5 al-Farabi Avenue, Almaty, Kazakhstan

Executive director

Serik Kozhikenov

Form of Application for Adhesion

**APPLICATION
to enter into the Legal Services Agreement with
Moore Kazakhstan LLP**

Almaty

«__»_____2021

_____, hereinafter referred to as the Customer represented by _____,
acting on the basis of _____ hereby

1. Joins the Adhesion Agreement on Legal Services, published on the <https://kazakhstan.moore-global.com> and proposed for conclusion by Moore Kazakhstan LLP, and shall meet terms and conditions set by the Adhesion Agreement on Legal Services approved by the S.S. Kozhikenov, Executive Director of Moore Kazakhstan LLP.
2. The Customer, by signing this Application, confirms it agrees to receive the Services under following conditions:
 - _____
(*brief description of service*)
 - The Cost of Services _____ KZT without VAT;
 - Period of Services _____ working days;
 - As a result of the Services provided to the Customer _____ (*report, legal opinion, document with the list, charter etc.*) will be sent _____ via (*courier service or electronic mail*).
3. **Company details and signature of Customer's authorized person:**